

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jessica Sandifer, Management Analyst 

DATE: May 13, 2015 (CC Meeting of 05/20/15)

SUBJECT: Consider Award of Agreement to The Adjul Corporation dba Lee Construction Company and Resolution Amending the Budget for Fiscal Year 2014/15 for Demolition at 148 Los Angeles Avenue

BACKGROUND & DISCUSSION

The City purchased 148 Los Angeles Avenue to be used as part of the right-of-way needed for the widening of Los Angeles Avenue. The structure is vacant, in poor shape, and an attractive nuisance to vagrants and vandals. Staff feels it is appropriate to demolish the buildings prior to construction of the widening project. Per our usual procedure, the structure was tested for asbestos and was found to contain none.

An informal request for bids for the demolition was sent out on April 29, 2015. Two bids were received by the due date of May 13, 2015. The results are:

The Adjul Corporation	\$40,514.00
Cinbad Industry, Inc.	\$45,000.00

The proposals were evaluated on their completeness and cost. The low bidder is The Adjul Corporation dba Lee Construction Company (Lee Construction). Lee Construction possesses the necessary qualifications, resources, and experience to perform the work.

The cost of the construction came in higher than usual for a single-family home primarily due to the fact that the majority of the site is paved with concrete, which is time consuming and expensive to remove, and the requirement that the contractor pull a double encroachment permit from Cal-Trans to facilitate access to the site.

ENVIRONMENTAL DOCUMENTATION

As this project involves the demolition and removal of one residence and accessory structure, and there is no reasonable possibility that it would result in a significant effect on the environment, either individually or cumulatively in consideration of other

reasonably foreseeable projects, it is the Community Development Director's determination that the project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15301(l)(1) & (4) of the CEQA Guidelines. If this project is approved, staff will file a Notice of Exemption with the County Clerk.

FISCAL IMPACT

There were no funds budgeted for the demolition this fiscal year. A budget line item transfer was processed for asbestos testing work totaling \$1,600.00. A budget amendment is being requested from the Los Angeles Avenue Area of Contribution Fund (2501) in the amount of \$40,514.00 plus a contingency of \$3,000.00 for a total of \$43,514.00 to fund the demolition work.

STAFF RECOMMENDATION (ROLL CALL VOTE)

- 1) Approve the removal of the structures at 148 Los Angeles Avenue; and
- 2) Award bid to The Adjul Corporation dba Lee Construction Company for \$40,514.00 plus a \$3,000.00 contingency for a total of \$43,514.00 and authorize execution of the Agreement by the City Manager, subject to final language approval by the City Manager and City Attorney.
- 3) Adopt Resolution No. 2015-_____.

Attachments:

- 1 – Agreement
- 2 – Resolution No. 2015-_____

ATTACHMENT 1

AGREEMENT BETWEEN THE CITY OF MOORPARK AND THE ADJUL CORPORATION dba LEE CONSTRUCTION COMPANY, FOR DEMOLITION OF 148 LOS ANGELES AVENUE

THIS AGREEMENT, is made and effective as of this ____ day of _____, 2015, between the City of Moorpark, a municipal corporation ("City") and The Adjul Corporation, a corporation, dba Lee Construction Company ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to demolition of 148 Los Angeles Avenue; 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 20th day of May, 2015, authorized the City Manager to enter into this Agreement.

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

1. TERM

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

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to demolition of 148 Los Angeles Avenue, as set forth in Exhibit B: Contractor's Bid Proposal, dated May 12, 2015, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the Bid Manual. 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 Exhibits B and 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 forty thousand five hundred fourteen dollars (\$40,514.00) as stated in Exhibit B plus a contingency of three thousand dollars (\$3,000) for a total contract value of forty-three thousand five hundred fourteen dollars (\$43,514.00), without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply, and that a public work project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). 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 DIR 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. Labor Code Section 1725.5 requires all contractors and subcontractors to annually register with the DIR before bidding or performing on any public work contract.

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 Richard Smith, 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 Exhibits B and Exhibits C, 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 forty thousand five hundred fourteen dollars (\$40,514.00) as stated in Exhibit B plus a contingency of three

thousand dollars (\$3,000) for a total contract value of forty-three thousand five hundred fourteen dollars (\$43,514.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties.

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

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of one hundred twenty-five dollars (\$125) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

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

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

10. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

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

11. INSURANCE

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

12. INDEPENDENT CONTRACTOR

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

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

13. LEGAL RESPONSIBILITIES

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

14. ANTI DISCRIMINATION

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. CONFLICT OF INTEREST

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

18. NOTICE

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

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

To: Richard Smith
The Adjul Corporation
dba Lee Construction Company
4288 Adam Road
Simi Valley, California 93063

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

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

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

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

23. ENTIRE AGREEMENT

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

24. CAPTIONS OR HEADINGS

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

25. AMENDMENTS

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

26. TIME OF COMPLETION

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

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Proposal, Exhibits 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.

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

THE ADJUL CORPORATION
dba Lee Construction Company

By: _____
Steven Kueny, City Manager

By: _____
Richard L. Smith, 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

ATTACHMENT 1

BID PROPOSAL
TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK
MOORPARK, CALIFORNIA

Demolition of 148 Los Angeles Avenue
Moorpark, California

Bids to Be Received – May 13, 2015 at 10:00 a.m.

CONTRACTOR

Name The Adjul Corporation DBA Lee Construction Co.

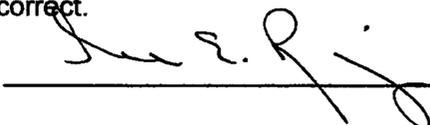
Street Address 4288 Adam Road,

City Simi Valley State CA Zip Code 93063

Telephone Number 805 522-5195

Contractor's License No 726736 Class A, Expiration Date 8-30-2016

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

Signature of Bidder  Corporate Secretary
Title

PROPOSED SCHEDULE OF WORK AND PRICES – SCHEDULE A

Item	Description	Qty	Unit	Total
1	Demolition	1	LS	38,789.-
1	CalTrans Double Permit	1	LS	1,725.-

Total Amount of Bid \$ 40,514.-

Number of calendar days for completion: 14 days

BID PROPOSAL (continued)

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Bid Due Date/Time: May 13, 2015 at 10:00 a.m.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Contract with the City of Moorpark to perform the Work as specified or indicated in said Contract Documents entitled: *Demolition of 148 Los Angeles Avenue, Moorpark, CA 93021*

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitations, those in the Informal Bid Proposal, Project Plans and Specifications.

This Bid will remain open for a 90-day period. By signing this bid proposal, the Bidder agrees to enter into a Contract within the time and in the manner as required in the Bid documents. **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 Bidder to forfeit the bid bond and City will 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):

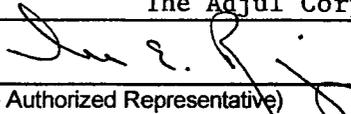
Bid Addenda Number: AAA Date: _____
Bid Addenda Number: _____ Date: _____

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

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

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

Bidder: _____ The Adjul Corporation DBA Lee Construction Co.

By: 
(Signature — Authorized Representative)

Title: Corp Secretary Dated: May 12, 2015

MINUTES OF MEETING
OF THE BOARD OF DIRECTORS
OF
THE ADJUL CORPORATION

August 21, 2009

The meeting of the Board of Directors of The Adjul Corporation was held at 11:00 a.m, on August 21, 2009, at the company offices at 3354 Lathrop Avenue, Simi Valley, California, 93063.

The meeting was attended by Debra E. Reilly, and Richard L. Smith.

The meeting was held pursuant to notice that was duly served. A copy of said notice is attached hereto.

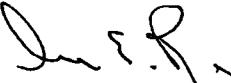
The meeting was chaired by Debra E. Reilly.

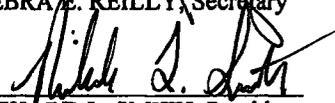
The first order of business was consideration to authorize Richard L. Smith or Debra E. Reilly to sign and execute contracts on behalf of the corporation.

It was moved, seconded and resolved that Richard L. Smith or Debra E. Reilly are authorized to sign and execute contracts on behalf of the corporation.

There being no further business, the meeting was adjourned at 11:50 a.m.

Dated: August 21, 2009


DEBRA E. REILLY, Secretary


RICHARD L. SMITH, President

ATTACHMENT 2

BID BOND

(in lieu of certified or cashier's check)

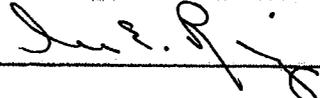
*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co., as Principal, and Philadelphia Indemnity 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 8th day of May, 2015.

Contractor The Adjul Corporation DBA Lee Construction Co.

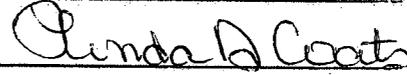
By 

Title Debra E. Reilly, Corporate Secretary

By _____

Title _____

Surety Philadelphia Indemnity Insurance Company

By 

Linda D. Coats, Attorney in Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

(attach

appropriate

executed

form)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____
County of Ventura

On 5/12/15 before me, _____
Date

Cynthia M. Reilly, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____

Debra E. Reilly
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cynthia M. Reilly
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

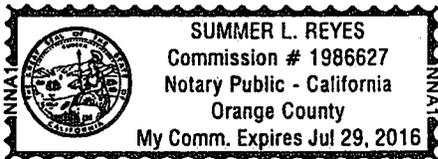
On May 8, 2015 before me, Summer L. Reyes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Linda D. Coats
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

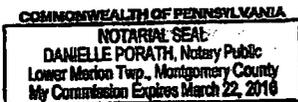
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of May, 2015


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Corporate Secretary of The Adjul Corporation DBA Lee Construction Co., 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 May 12, 2015 [date], at Simi Valley [city], California [state].

Name of Bidder
TheeAdjul Corporation DBA
Lee Construction Co.

Signature of Bidder

Name of Bidder

Signature of Bidder

4288 Adam Road, Simi Valley, CA 93063

Address of Bidder

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

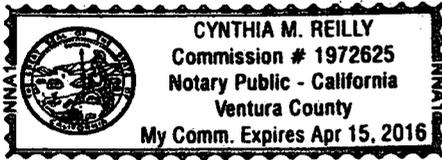
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____
County of Ventura
On 5/12/15 before me, Cynthia M. Reilly, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Debra E. Keelley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Cynthia M. Reilly
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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 (A or B or C-21) at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 19 years.

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

Reference No. 1

Customer Name: JR Abbott Construction, Inc.
Contact Individual: Larry Lantero Phone No. 626-6274069
Address: 133 East Saint Joseph Street, Arcadia, CA 91006
Contract Amount: 240,000.00 Year: 2015
Description of work done:
Site Demo, Demo Paving, Concrete, Building,

Reference No. 2

Customer Name: Rich Development Company
Contact Individual: Tab Johnson Phone No. 714 835-3311
Address: 600 N. Tustin Avenue, Santa Ana, CA 92705
Contract Amount: 463,000.00 Year: 2007
Description of work done:
Ventura Estates Demo BDA

Reference No. 3

Customer Name: JR Abbott Construction, Inc.
Contact Individual: Larry Lantero Phone No. 626-627-4069
Address: 133 East Saint Joseph Street, Arcadia, CA 91006
Contract Amount: 560,000.00 Year: 2015
Description of work done:
Site Demo Complete Building Demo to be completed
LA County Arcadia Mental Health Center

WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

By  _____

Title: Debra E. Reilly, Corporate Secretary Date: May 12, 2015

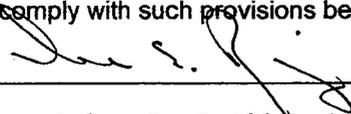
**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

[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 May 12, 2015

Printed Name Debra E. Reilly, Corporate Secretary

Company The Adjul Corporation DBA Lee Construction Co.

Title Corporate Secretary

BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name:	License No:	
Subcontractor Address:	Classification:	
Type of Work:	Subcontractor Phone:	Percent Work to be done:
Subcontractor Name:	License No:	
Subcontractor Address:	Classification:	
Type of Work:	Subcontractor Phone:	Percent Work to be done:
Subcontractor Name:	License No:	
Subcontractor Address:	Classification:	
Type of Work:	Subcontractor Phone:	Percent Work to be done:
Subcontractor Name:	License No:	
Subcontractor Address:	Classification:	
Type of Work:	Subcontractor Phone:	Percent Work to be done:

(attach more sheets if necessary)

J. R. [Signature]

Signature(s) of Bidder

Total Percentage ² _____

May 12, 2015
Date

¹ Based on contract price

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

EXHIBIT C



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

April 29, 2015

RE: Demolition of 148 Los Angeles Avenue, Moorpark, CA 93021

Site Walk: May 5, 2015, 10:00 a.m. 148 Los Angeles Avenue, Moorpark, CA 93021

Proposals due by: **May 13, 2015 at 10:00 a.m.**

INFORMAL BID PROPOSAL

Contractor to:

1. Demolish and remove the structures, concrete, trash, debris, landscaping, including trees, shrubs, organic material, large boulders, bricks, blocks, and miscellaneous abandoned items, inside of the property lines at 148 Los Angeles Avenue. Raised foundation walls to be removed or cut so as to be at or below grade. All demolition activities to be in accordance with City's construction and demolition ordinance. (see #5 below)
2. The City has obtained the services of a licensed laboratory to verify a presence or absence of asbestos containing materials (ACM) on the Property. Based on the licensed laboratories report, the property tested positive for a trace amount of non-friable ACM in plaster wall materials. Further laboratory analysis by point count methods determined that the amount of asbestos in both plaster types was below the federal EPA and States definition of ACM. Based on these results the plaster wall materials are below the regulated level and can be disturbed by normal contracting personnel using standard dust controls. All waste materials can be disposed of as normal construction waste. The pre-demolition survey report and point count analysis are attached to this bid document for reference. (Attachment 6)
3. Remove all underground electrical conduits, gas lines, waterlines, sewer lines, irrigation lines, and associated lines and all other underground utilities and cap off same two (2) feet from the property line. Capped sewer utility should also be brought to grade. Prior to commencing any demolition work, the Contractor shall contact "Dig Alert" and all serving utilities and make all arrangements necessary to insure that all utilities are properly located, removed and capped at the property line, as required. All necessary fees, permits and requirements of the serving utilities and authorities having jurisdiction will be secured and paid for by the Contractor, Contractor will coordinate all utility disconnections and removals necessary to proceed with the work in a timely manner. City Staff can provide a listing of affected utilities upon request.
4. Due to the site proximity to Los Angeles Avenue (a State Highway), the City has processed and pulled a permit from the California Department of Transportation (CalTrans) to provide a shoulder closure in order for Contractor to access the site for demolition activities.

JANICE S. PARVIN
Mayor

ROSEANN MIKOS, Ph.D.
Councilmember

KEITH F. MILLHOUSE
Councilmember

DAVID POLLOCK
Councilmember

MARK VAN DAM
Councilmember

Contractor will be required to provide lane control/closure as outlined in the encroachment permit application and will be required to pull a “double permit” from CalTrans. Shoulder closure shall be per CalTrans standard plan T11 and all requirements of the CalTrans permit (Attachment 5). Contractor is responsible for all permit costs.

Contractor responsibilities:

****CONTRACTOR MUST BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PURSUANT TO SB 854. PROOF OF REGISTRATION MUST BE PROVIDED OR THE CONTRACTORS BID WILL NOT BE ACCEPTED**

****THIS IS A PREVAILING WAGE PROJECT AND ALL PROPOSALS SHOULD BE BID AS SUCH. CONTRACTOR IS REQUIRED TO SUBMIT CERTIFIED PAYROLL AND COMPLY WITH ALL APPRENTICESHIP REQUIREMENTS AS OUTLINED IN LABOR CODE SECTIONS 1720 et seq. and 1770 et seq. and 1777 et seq. ANY VIOLATIONS OF LC SECTION 1776 WILL FORFEIT A \$100/DAY/WORKER FINE FOR ALL WORKER’S PAID LESS THAN THE PREVAILING WAGE RATE.****

1. Each bid must be submitted on the Bid Forms provided. 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.

2. 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.

3. Contractor is responsible for procuring all permits for this work including those needed from the City of Moorpark Planning Department and Building and Safety Office.

4. Required Licenses: Bidders must hold a valid State of California Contractor's License as follows: A or B or C-21.

5. The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all City projects, regardless of cost; to divert a minimum of 65% of material generated during the project from disposal in a landfill (through reuse or recycling). The City has created a Construction and Demolition Materials Management Plan (C&DMMP) form to assist 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 the City's franchised haulers (Moorpark Rubbish Disposal services this facility), 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 805-517-6247 with questions about the C&D ordinance or about how to obtain the forms and documentation requirements.

6. Verify that areas to remain unaltered adjacent to areas of work 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 work is started.

7. Contractor will be required to provide Payment and Performance bond in the amount of 100% of the bid price in the form incorporated herein as Attachment 4.

8. Perform work exercising proper care to prevent injury to the public, workmen and areas not included in this work scope. Repair or replace existing work scheduled to remain, which is damaged by these operations.

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

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

11. Submit schedule for approval by the City's Representative indicating proposed methods and sequence of operations for work.

12. 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 Attachment 7. If there are questions, Contractor may contact the NPDES Coordinator in the Public Works Department at 805-517-6257.

13. 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.

14. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in the performance of this contract and shall be responsible for the protection of the work site and storage site until final acceptance by the City.

15. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthful place of employment.

16. 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 City, 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.**

By submitting this proposal, Contractor agrees to sign the City's standard Agreement and to provide the insurance required by the contract. A copy of the Standard Agreement and Insurance Requirements is attached to this proposal. Contractors are encouraged to speak

Informal Bid – 148 Los Angeles Avenue Demolition
April 2015
Page 5

with their insurance companies regarding the required insurance to be sure that they can meet them.

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

Jessica Sandifer, Management Analyst
City of Moorpark, 799 Moorpark Avenue, Moorpark, CA
805-517-6225 or jsandifer@moorparkca.gov

Attachments:

- 1 – Proposal/Bid Forms (All to be filled out and submitted with Bid)
- 2 – Form of Bid Bond
- 3 – City Standard Agreement and Insurance Requirements
- 4 – Form of Payment and Performance Bond
- 5 – Project Plans
- 6 – Project Technical Specifications

ATTACHMENTS 1, 2, AND 3 ARE
THE BIDDERS PROPOSAL AND
SAMPLE AGREEMENT
DOCUMENTS AND HAVE BEEN
REMOVED FROM EXHIBIT C SO
AS NOT TO BE DUPLICITOUS

ATTACHMENT 4

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 installation of new bleachers and flooring at Arroyo Vista Community Park Gym, 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 _____, 2015.

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 installation of new bleachers and flooring at Arroyo Vista Community Park Gym and is required by City to give this bond in connection with the execution of said Contract.

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

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California. This bond shall remain in full force and effect through the term of the Agreement and beyond as set forth herein. The Contractor may cause the Bond to be exonerated six (6) months 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 _____, 2015.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

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

ATTACHMENT 5

CAL-TRANS ENCROACHMENT PERMIT

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV 6/2007)

Permit No. 715-NTK-0377	
Dist/Co/Rte/PM 07-VEN-118-17.9	
Date March 13, 2015	
Fee Paid \$ 1,312.00 Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of February 24, 2015
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO: **City of Moorpark**
 799 Moorpark Ave.
 Moorpark, CA 93021

Attn: Mr. Ashraf Rostom
 Phone: (805) 517-6362

PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

encroach within the State's right of way for the purpose of **setting up a temporary traffic control on Los Angeles Ave. (State Highway 118) to demo an existing house located at 148 E. Los Angeles Ave., in the city of Moorpark (07-VEN-118-17.9);** all in accordance with *current* State specifications and Special Provisions, and permit dated **March 13, 2015**.

In case of emergency, and when the State inspector is not available, the permittee shall call Caltrans Communications @ 323-259-1922 and Dispatch @ 323-259-2352 for work involving lane closure.

Permittee shall contact State inspector(s), **Mr. Jasraj Singh @ 818-370-1272** between the hours of 0700 and 0900, a minimum of **10 working days** prior to the initial start of work to arrange a **pre-construction meeting** to ensure a complete understanding of the work and permit requirements. A confirmation notification should occur three days prior to closure or other potential traffic impacts.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Storm Water Special Provisions
- Yes No Special Provisions **A & Q**
- Yes No A Cal-OSHA Permit, if required: Permit No.
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Storm Water Pollution Prevention Plan

In addition to fee, the permittee will be billed actual cost for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

- Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless work is completed before **June 30, 2015**

This permit is to be strictly construed and no other work than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

cc: W. Reg.
 Singh, Insp.

Att: T-11

APPROVED:


 Arnon Omid Ghaemi, P.E., Acting District Permit Engineer

BY:


 Patrick Truong, Permit Engineer

YB

SPECIAL PROVISIONS

The attached District's Standard Special Provisions are generalizations of the Department's Standard Specifications and are included only as a convenience to the Permittee; it shall not be construed as the only provisions pertaining to this permit. Permittee shall reference the current Department's Standard Specifications for complete and unabridged specification requirements.

1. By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it may be contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work.
2. Permittee shall fully conform to the requirements of the Department of Transportation Statewide National Pollution Discharge Elimination System (NPDES) Storm Water Permit No. 2009-0009-DWQ, and NPDES No. CAS000002, adopted by the State Water Resources Control Board (Board) on July 1, 2009. The permittee shall also conform to the requirements of the General NPDES Permit of Construction Activities and any subsequent General Permit in effect at the time of issuance of this Encroachment Permit. These permits regulate storm water and no-storm water discharges associated with year-round construction or special event encroachment activities.
3. If permittee's own forces or a contractor performs the work authorized by this permit, permittee is solely accountable and liable for all damages and costs to Caltrans. Permittee will be required to reimburse the State for the cost incurred for all permit related field work performed by Caltrans maintenance forces when, as determined by Caltrans, it becomes necessary.
4. If contractor forces perform the work authorized by this permit, permittee's contractor shall furnish the State with a signed application requesting a separate Caltrans permit (Double Permit) authorizing the contractor to perform the work within the State's right of way on behalf of the permittee, a "Performance Bond" and a "Payment Bond" maybe required. Contractor's bonds may be waived if the contractor has bonds for 100 percent of the project with the permittee. **Contractor shall not begin work until the Double permit is approved.**

Permittee's contractor will be required to reimburse the State for the cost incurred for engineering inspection of the work within the State highway right of way and all other permit related field work performed by Caltrans maintenance forces when, as determined by Caltrans, it becomes necessary. **Estimated engineering inspection fees are \$1,148.**

Permittee's contractor is required to have the signed permit and the double permit with all Special Provisions dated **March 13, 2015** at the work site at all times while work is being conducted.

Permittee shall remain solely responsible for compliance with all requirements of this permit.

5. All work performed pursuant to this permit shall be performed in accordance with the *current* Department of Transportation's Standard Specifications, Standard Plans, Encroachment Permit Utility Provisions, and shall comply with all provisions of this permit and the instructions of the State permit inspector. Any violation of this permit shall constitute grounds for revocation of the permit.
6. It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.
7. Permittee shall furnish the necessary inspection to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State Standards and requirements. The State permit inspectors will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspectors.
8. Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
9. Permittee is responsible for restoration and repair of the State's right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.). Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the State's right of way.
10. All striping, pavement markings, and markers obliterated by the work authorized by this permit shall be replaced in kind or better, as directed by the State permit inspector at no cost to the State.

11. Existing traffic signal, lighting, electrical systems, and underground installations (shown on the permit plans or not) damaged by the work authorized by this permit shall be replaced in kind, restored in kind, or better as directed by the State permit inspectors at no cost to the State.
12. Potentially hazardous waste material, if encountered during implementation of permitted work, then all work within the affected area shall cease immediately. The permittee shall contact the State permit inspector to arrange a site assessment by a Caltrans hazardous material coordinator.
13. **Do not store materials within the State's right of way and remove materials at the end of the day or properly store it as directed by the State permit inspector.**
14. American National Standards Institute (ANSI) compliant Class II vests and hard hats shall be worn while working within State's right of way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.
15. "The California Public Resources Code Chapter 1.7, Section 5097.5 makes it a misdemeanor for anyone to knowingly disturb an archaeological or historical feature. California Public Resources Code Sections 5097.98 and 5097.99 require protection of Native American remains that may be found and outlines procedures for handling any burials found.

The California Administrative Code, Title 14, Section 4308, requires that no person disfigure any object of historical interest or value. The California Penal Code, Title 14, Part 1, Section 622-1/2 makes it a misdemeanor to destroy anything of historical value within any public place.

Should human skeletal material or archaeological material be found during construction activities, all work must be halted within 30 feet of the find. The Encroachment Permit Applicant shall notify the Caltrans Senior Archaeologist (Gary Iverson at 213-897-3818) immediately. Construction activities within 30 feet of the find shall remain halted until the Caltrans Senior Archaeologist (Gary Iverson) or his representative have determined that all legal compliance conditions have been met before any work may resume in the area of the find.

The Department reserves the right to use other forces for exploratory work to identify the extent of areas requiring archaeological evaluation or recovery. Contractor labor, equipment and materials required to assist the archaeologist to ensure legal compliance shall be paid by the Encroachment Permit Applicant. All archaeological materials found during project activity shall become the property of the State."

16. Permittee shall arrange a pre-job meeting as required; if a pre-job does not take place, cancellation of the permit may occur. Permittee's contractor shall submit a written schedule to the State permit inspector for review and approval prior to the commencement of work. The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
17. Any deviation from these procedures or conditions will cause suspension of all work until satisfactory compliance by permittee or permittee's contractor.
18. **If a time extension for this permit is required, request one 30 days in advance of the expiration date. Permit closure occurs after the expiration date, once this occurs reactivation will not occur. It will be the responsibility of the permittee to reapply by submitting an application and plans, if the need for a permit is still present.**
19. Any traffic control that requires lane/ramp closure shall be in compliance with the appropriate traffic control plan, current California Manual on Uniform Traffic Control Devices (CA MUTCD), current Caltrans Standard Plans, and Special Provision Q. Where required, the use of a flashing arrow-board is MANDATORY.
20. Permittee shall obtain a closure number from the State permit inspector and notify Caltrans District Communication Center by telephone at (323) 259-2352 immediately prior to installation of a lane/ramp closure. Inform Caltrans' dispatcher with the "10-97 closure number _____" before closure installation, and the "10-98 closure number _____" after closure has been removed with lane/ramp opened to traffic. Permittee shall also provide the Caltrans' dispatcher with an on-site phone number where information regarding this permit may be readily obtained during the closure period.
21. Permittee shall provide for safe passage of pedestrians.
22. Pedestrian traffic shall be provided for and protected at all time.
23. **Damaged curb and gutter, pavement, and/or sidewalk shall be replaced as determined appropriate by State permit inspector.**
24. Permittee shall place "Sidewalk Closed" signs and shall provide and maintain at all times a safe passage way and protection of pedestrian traffic including disable person on wheelchair in accordance with CA MUTCD and ADA regulations/guidelines.

25. If a bus stop is located within the area of construction, the permittee shall contact MTA or the local transit agency to arrange a temporary bus stop.
26. Work can be performed from 9:00 a.m.-3:00 p.m., Monday-Friday, unless otherwise approved by State permit inspector.
27. Upon completion of testing or when directed by Caltrans, the permittee shall remove and abandon the well and other related appurtenances in accordance with the Department of Water Resources Standards. The State Highway R/W shall be restored to its former condition satisfactory to the State permit inspector.
28. The permittee shall accept full and total responsibility of maintenance and liability for the monitoring wells, including all related appurtenances and shall hold the State of California and its employees harmless from any and all liability resulting from the installation or existence of said well and appurtenances.
29. It is the permittee's responsibility to ensure that no pollutants whatsoever are either allowed to enter into the State Highway R/W or contaminate the environment due to any effects which may occur as a result of the implementation of this permit.
30. Personal vehicles shall not be parked within the limits of the construction/work zone, parking restrictions extends to roadway areas closed to public traffic.
31. If the State permit inspector for short time use authorizes steel plates, plates shall be recessed into the existing pavement so that surface of the plates is flush with the roadway pavement as per Special Provision "C."
32. The permittee shall assume responsibility for the design, installation, and maintenance of its equipment and facilities. They shall also assume responsibility for any damages that may result from this installation.
33. The permittee shall indemnify and defend the Department against all actions resulting from the design, installation, or maintenance of its equipment and facilities.
34. **All lane closures on multilane highways shall be made by using an approved flashing arrow sign. The State permit inspector shall close down any project found to have a lane closure without the required flashing signs.**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
 TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:
 (Complete all BOXES [write N/A if not applicable])
 This application is not complete until all requirements have been approved.

FOR CALTRANS USE	
PERMIT NO.	715-NTK-0377
DIST/CO/RTE/PM	07-VEN-118-17-905
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	
9/24/15	

1. COUNTY Ventura		2. ROUTE 118	3. POSTMILE 17.905	
4. ADDRESS OR STREET NAME Moorpark Avenue SR23			5. CITY Moorpark	
6. CROSS STREET (Distance and direction from site) 1482 Los Angeles Avenue SR 118			7. PORTION OF RIGHT-OF-WAY Shoulder Closure	
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR		9. EST. START DATE March 16, 2015		10. EST. COMPLETION DATE April 30, 2015
11. EXCAVATION	MAX. DEPTH n/a	AVG. DEPTH n/a	AVG. WIDTH n/a	LENGTH n/a
12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY n/a			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE	
13. PIPES	PRODUCT TYPE n/a	DIAMETER n/a	VOLTAGE / PSIG n/a	14. CALTRANS PROJECT E.A. NUMBER n/a

15. Double Permit Parent Permit Number _____
 Applicant's Reference Number / Utility Work Order Number _____

16. Have your plans been reviewed by another Caltrans branch? NO YES (if "YES") Who? _____

17. Completely describe work to be done within STATE highway right-of-way :
 Attach 6 complete sets of FOLDED plans (folded 8.5" x 11"), and any applicable specifications, calculations, maps, etc.
 All dimensions shall be in U.S. Customary (English) Units.

Enter within the State Highway Right-of-Way along Route 118 (Los Angeles Avenue) to perform traffic control installation to close the shoulder using Standard Plan T-10 in front of 148 East Los Angeles Avenue to demo house.
 T11

*W. Reg
 Singh*

18. Is a city, county, or other agency involved in the approval of this project?
 YES (if "YES", check type of project and attach environmental documentation and conditions of approval.)
 COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER _____
 CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (if "NO", please check the category below which best describes the project, and complete page 4 of this application.)
 DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING FENCE
 PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS MAILBOX
 FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS EROSION CONTROL
 OTHER Demo house LANDSCAPING

RECEIVED
 FEB 24 2015
 OFFICE OF PERMITS

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? (if "YES", provide a description) YES NO

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? YES NO (if "YES", provide a description)

21. Is work being done on applicant's property? YES NO (if "YES", attach site and grading plans.)

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
 TR-0100 (REV. 07/2007)

PERMIT NO. 715 - MTL - 0377

22. Will this proposed project require the disturbance of soil? YES NO
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)
 estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will this proposed project require dewatering? YES NO
 If "YES", estimate total gallons AND gallons/month. _____ (gallons) AND _____ (gallons/month)
 SOURCE*: STORM WATER NON-STORM WATER
 (*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?
 Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin
 Other (explain): _____

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

25. NAME of APPLICANT or ORGANIZATION (Print or Type) E-MAIL ADDRESS
 City of Moorpark arostom@moorparkca.gov

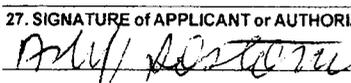
ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)
 799 Moorpark Avenue Moorpark, CA 93021

PHONE NUMBER FAX NUMBER
 805-517-6362 805-532-8836

26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type) IS LETTER OF AUTHORIZATION ATTACHED? E-MAIL ADDRESS
 Ashraf Rostom YES NO arostom@moorparkca.gov

ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)
 799 Moorpark Avenue Moorpark, CA 93021

PHONE NUMBER FAX NUMBER
 805-517-6362 805-532-8836

27. SIGNATURE of APPLICANT or AUTHORIZED AGENT 28. PRINT OR TYPE NAME 29. TITLE
 Ashraf Rostom Public Works Superintendent/Inspector

RECEIVED
 FEB 24 2010
 OFFICE OF PERMITS

PERMIT NO. <u>TIC - NTK - 0377</u>
WORK ORDER/REFERENCE NUMBER

FEE CALCULATION - FOR CALTRANS USE						
<input type="checkbox"/> CASH <input type="checkbox"/> CREDITCARD NAME ON CARD _____ PHONE NUMBER _____ <input type="checkbox"/> CHECK NUMBER _____ NAME ON CHECK _____ PHONE NUMBER _____ <input checked="" type="checkbox"/> EXEMPT <input type="checkbox"/> PROJECT EA _____ <input type="checkbox"/> DEFERRED BILLING (Utility)						
CALCULATED BY		(1) <u>PT</u>	(2)			
REVIEW		1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. <u>6</u> HOURS @ \$ <u>82</u> *		\$ <u>492</u>		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *				\$ _____		\$ _____
INSPECTION		1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. <u>12</u> HOURS @ \$ <u>82</u> *		\$ <u>984</u>		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *				\$ _____		\$ _____
FIELDWORK						
_____ HOURS @ \$ _____ *		\$ _____		\$ _____		\$ _____
EQUIPMENT & MATERIALS		DEPOSIT	DATE	DEPOSIT	DATE	DEPOSIT
		\$ _____		\$ _____		\$ _____
CASH DEPOSIT IN LIEU OF BOND		\$ _____		\$ _____		\$ _____
TOTAL COLLECTED		\$ <u>1312</u>		\$ _____		\$ _____
CASHIER'S INITIALS		<u>Exempt</u>				\$ _____
* The current hourly rate is set annually by Headquarters Accounting. District Office staff do not have authority to modify this rate.						
PERFORMANCE BOND		<input type="checkbox"/>	DATE	AMOUNT		\$
PAYMENT BOND		<input type="checkbox"/>	DATE	AMOUNT		\$
LIABILITY INSURANCE REQUIRED?		<input type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT		\$

RECEIVED
 FEB 24 2015
 OFFICE OF PERMITS

PERMIT NO.
765 - MTK - 0377

INSTRUCTIONS
for completing page 4

This page needs to be completed when the proposed project **DOES NOT** involve a City, County or other public agency.

Your answers to these questions will assist departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within the State highway right-of-way. And, to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies, in some cases this may be costly and time-consuming. If possible, attach photographs of the location of the proposed project.

Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

1. Will any existing vegetation and/or landscaping within the highway right-of-way be disturbed?
No
2. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or highway right-of-way?
No
3. Is the proposed project located within five miles of the coast line?
No
4. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?
No
5. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
No
6. Are there any recreational trails or paths within the limits of the proposed project or highway right-of-way?
No
7. Will the proposed project impact any structures, buildings, rail lines, or bridges within highway right-of-way?
No
8. Will the proposed project impact access to any businesses or residences?
No
9. Will the proposed project impact any existing public utilities or public services?
No
10. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks, or overcrossings?
No
11. Will new lighting be constructed within or adjacent to highway right-of-way?
No

RECEIVED
FEB 24 2015
OFFICE OF PERMITS

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagging Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

DEPARTMENT OF TRANSPORTATION – DISTRICT 7
SPECIAL PROVISION “Q” TRAFFIC CONTROL
REV 08/13/12 (Page 1 of 3)

The following standard plans may be referenced and are available at
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/stdplans.htm> :

- Standard Plan T-10, Lane Closure on Freeways and Expressways
- Standard Plan T-10A, Lane and Complete Closures on Freeways and Expressways
- Standard Plan T-11, Lane Closure on Multilane Conventional Highways
- Standard Plan T-12, Lane Closure on Multilane Conventional Highways (closing of half roadway).
- Standard Plan T-13, Lane Closure on Two Lane Conventional Highways
- Standard Plan T-14, Ramp Closure
- Standard Plan T-15, Moving Lane Closure on Multilane Highways (Median Or Outside Lane)
- Standard Plan T-16, Moving Lane Closure on Multilane Highways (Interior Lane)
- Standard Plan T-17, Moving Lane Closure on Two Lane Highways
- Standard Traffic Handling Plans for Ramp Closures and Detour signs, (Sheets 1 & 2).

This Special Provision “Q” is to be used as minimum specifications for maintaining traffic and lane/ramp closures.

I. MAINTAINING TRAFFIC

1. It is the permittee’s responsibility to provide for the safety of traffic and the public during operations associated with this permit.
2. All public traffic shall be permitted to pass through the construction zone with as little inconvenience and delay as possible.
3. No traffic control shall be allowed during rainy, foggy or inclement weather.
4. No traffic control shall be allowed on designated legal holidays and days before and after said holidays.
5. A California licensed contractor, possessing a valid Class A (General Engineering Contractor) license may perform their own traffic control on State Highways only. A contractor possessing a valid Class C-31 (Construction Zone Traffic Control Contractor) license may perform traffic control on State highways and freeways.
6. Contractor's operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along the line of work shall be maintained.
7. Permittee shall use traffic-handling equipment and devices in accordance with Section 12, “Construction Area Traffic Control Devices,” of the State of California Standard Specifications. These specifications are applicable to flagging, signs, and all other traffic control devices furnished, maintained, and removed.
8. Signs, lights, flags and other warning devices and their use shall conform to the requirements set forth in the current California Manual on Uniform Traffic Control Devices (MUTCD).
9. Permittee shall obtain a Closure ID and Log number from the State permit inspector. The permittee shall notify the State permit inspector and the Traffic Management Center (TMC) by telephone at (323) 259-2352 immediately prior to a lane/ramp closure. Inform Caltrans’ dispatcher the “10-97 closure number _____” before closure installation, and the “10-98 closure number

shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

3. The minimum lane line and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24'. The temporary pavement markers shall be the same color as the pavement markers replaced.
4. Temporary pavement markers shall be, at the option of the permittee, either temporary pavement markers for short term day/night use (14 days or less) or long term day/night use (6 months or less).
5. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be secured to the surfacing with the adhesive recommended by the manufacturer; epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.
6. If the permanent pavement delineation is not placed within 14 days, the permittee shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the State permit inspector.
7. Temporary pavement delineation for edgelines shall, at the option of the permittee, consist of either a solid 4" wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones or portable delineators placed at longitudinal intervals not to exceed 50'. The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the State permit inspector. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the permittee shall provide personnel to remain at the project site to maintain the cones or delineators.
8. Temporary pavement delineation including pavement markers, removable traffic tape, and underlying adhesives which are applied to the final layer of surfacing or existing pavement to remain in place or which conflict with a subsequent or new traffic pattern shall be removed when no longer required for the direction of public traffic as determined by the State permit inspector. All temporary pavement delineation shall be removed before the final delineation is placed.

III. TEMPORARY RAILING & CRASH CUSHION

1. The placing of temporary railing (Type K) and temporary crash cushion (sand filled) shall conform to the requirements of State of California Standard Specifications Section 12-3.08 "Temporary Railing". Temporary railing (Type K) and crash cushion placements shall conform to the details shown on State of California Standard Plans T1A, T1B, T2 and T3.
2. A Type P marker panel shall be attached to the front of the crash cushions as shown on the plans or as directed by the State permit inspector.

SPECIAL PROVISION "A"

(attached to all Permits) REV 05/11/05 (Page 2 of 2)

10. Should work take place between October 15 and April 15, permittee shall obtain a long-range clear weather forecast before breaking into a main line storm drain. Constructions of facilities connecting into the mainline will be permitted only during a clear weather forecast that is acceptable to the State permit inspector. Once operations are initiated, the work shall be conducted in a continuous manner until completed.
11. Abandoned pipes shall be sealed at both ends with 8" (200mm) brick and mortar of 6" (150mm) thick concrete plug. When facilities are allowed to be abandoned in a place, backfilling with sand or other measures may be required. This mandatory for all conduits 12" (300mm) in diameter or larger.
12. In the event that all work is within the working area of State Highway construction project, no work shall be started until all arrangements have been made with the State contractor and State resident engineer, to avoid any and all conflict or delay to the State contractor.
13. Permittee shall fully conform to the requirements of the Caltrans statewide NPDES Storm Water Permit, Order No. 99-06-DWQ. NPDES No. CAS000003 was adopted by the State Water Resources Control Board on July 15, 1999. The permittee shall also conform to the requirements of the General NPDES Permit for Construction Activities and any subsequent General Permit in effect at the time of issuance of this encroachment permit. These permits regulate storm water and non-storm water discharges associated with year round construction or special event encroachment activities.
14. The permittee shall utilize best management practices (BMP's) that conform to the requirements of the most current edition of Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices to prevent the transport of pollutants and/or erosive soils to storm drains or to a body of water. The permittee shall be solely responsible to prepare, in accord with good management practices, a Storm Water Pollution Prevention Plan or Water Pollution Control Plan which will satisfy the Regional Water Quality Control Board if applicable. Permittee shall be responsible for reimbursement of fines levied against Caltrans due to permittee's failure to comply with Regional Water Quality Control Board rules and regulations within the State's right of way.

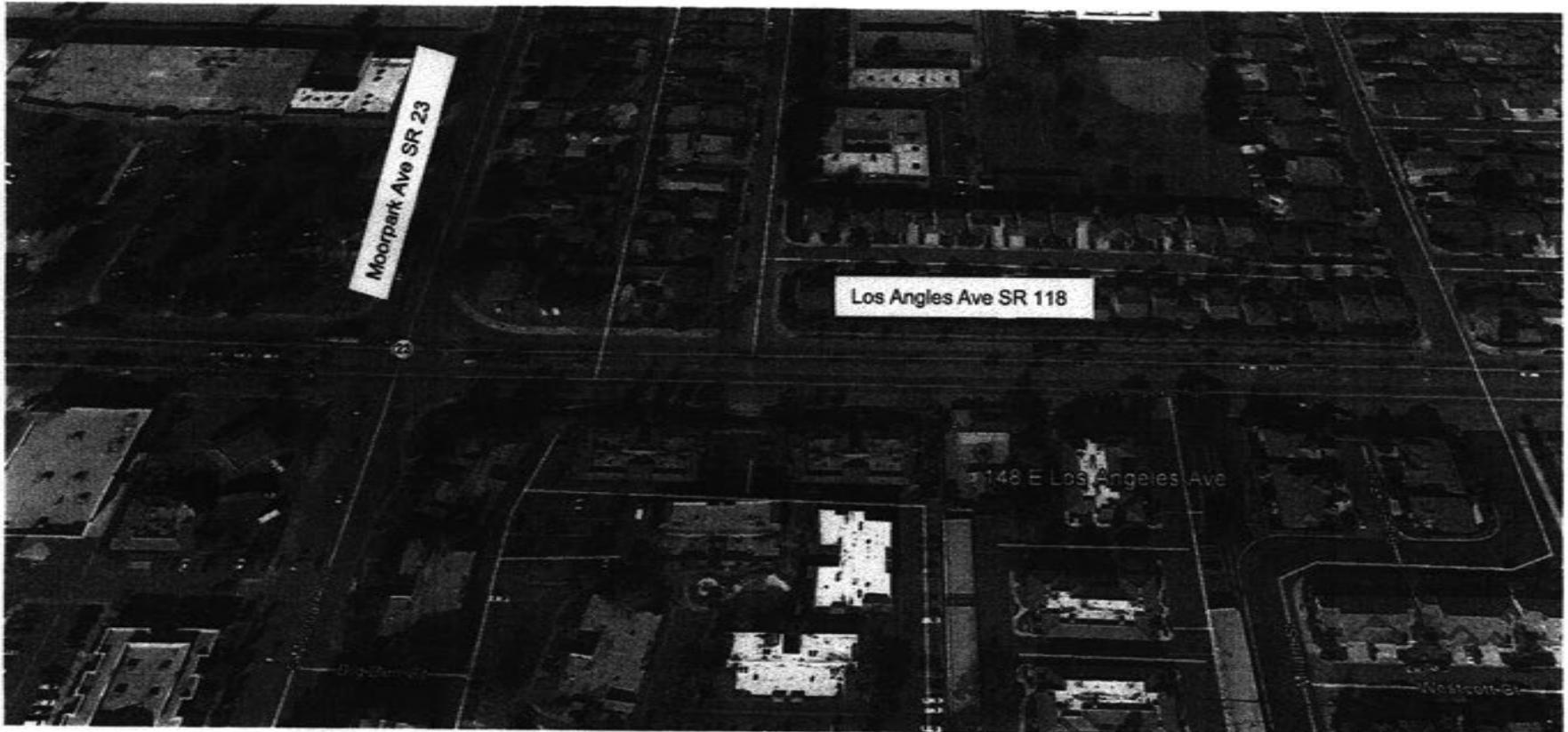
Permittee shall provide and install erosion control measures as directed by the State permit inspector or Caltrans storm water coordinator. Permittee shall be responsible to mitigate for storm water siltation within or entering the State right of way as a result of the proposed construction. Erosion control measures may consist of (but not limited to) gravel bags, straw bales and silt fencing.

148 East Los Angeles Avenue Demo

RECEIVED

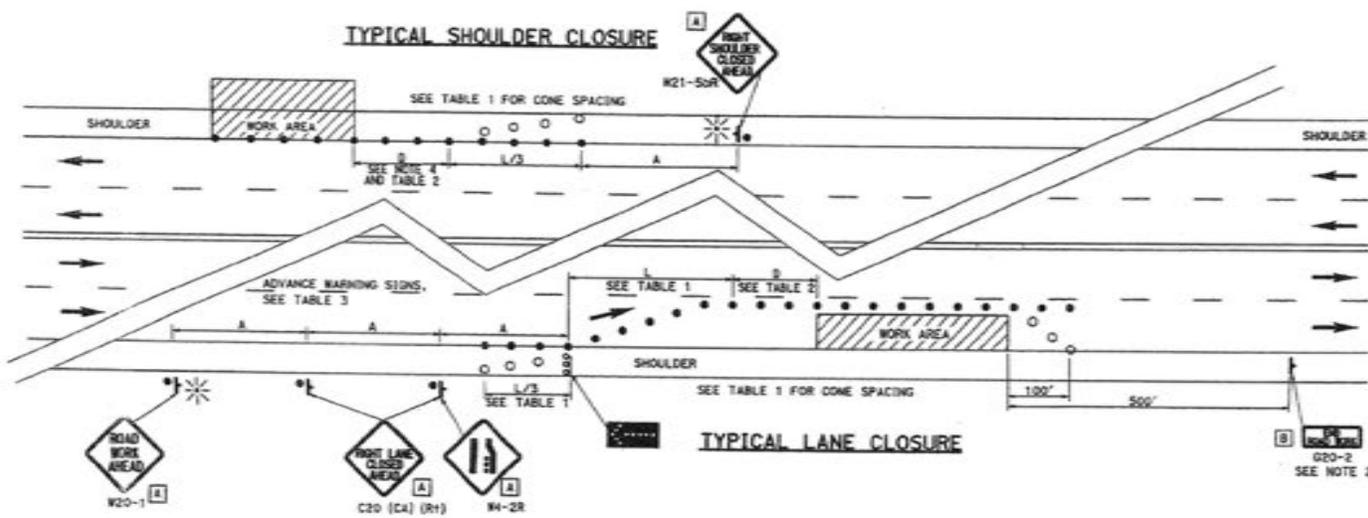
FEB 24 2015

OFFICE OF PERMITS



PERMIT PLANS
MAR 19 2015
ATTACHED TO
PERMIT NO. 115-0377

TYPICAL SHOULDER CLOSURE



DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL

REGISTERED CIVIL ENGINEER

MOY 20, 2011

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCHEMATIC COPIES OF THIS PLAN SHEET.

SEAL: REGISTERED PROFESSIONAL ENGINEER, State of California, No. 32-30-14, CIVIL, MOY 20, 2011

TABLE 1

APPROACH SPEED	Min L	Min L/3	Max SPACING OF CONES
mph	ft	ft	ft
20 AND BELOW	80	30	20
25	125	45	25
30	180	60	30
35	245	85	35
40	320	110	40
45	400	140	45
50	500	200	50

OVER 50 SEE NOTE 3
* USE L FOR LANE WIDTHS LESS THAN OR EQUAL TO 12'.

TABLE 2

APPROACH SPEED	Min D	DOWNGRADE Min D x		
		-3%	-6%	-9%
mph	ft	ft	ft	ft
25 AND BELOW	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507

OVER 50 SEE NOTE 3
* USE ON SUSTAINED DOWNGRADE STEEPER THAN -3 PERCENT AND LONGER THAN 1 MILE.

TABLE 3

DISTANCE BETWEEN SIGNS	
ROAD TYPE	Min A (ft)
URBAN (SPEED 25 mph OR LESS)	100
URBAN (SPEED 30 mph OR MORE)	350
RURAL	500
EXPRESSWAY / FREEWAY	SEE NOTE 3

- LEGEND**
- TRAFFIC CONE
 - TRAFFIC CONE (OPTIONAL TAPER)
 - ⊥ TEMPORARY SIGN
 - ← DIRECTION OF TRAVEL
 - ⚡ FLASHING ARROW SIGN (FAS)
 - ▬ FAS SUPPORT OR TRAILER
 - ⚡ PORTABLE FLASHING BEACON

- SIGN PANEL SIZE (Min)**
- A 36" x 36"
 - B 36" x 18"

- NOTES:**
- California code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.
 - A C20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
 - For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
 - D is longitudinal buffer space and is optional only when work area is beyond the shoulder or clear recovery zone where there is no shoulder.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS**

NO SCALE

TYPICAL LANE CLOSURE

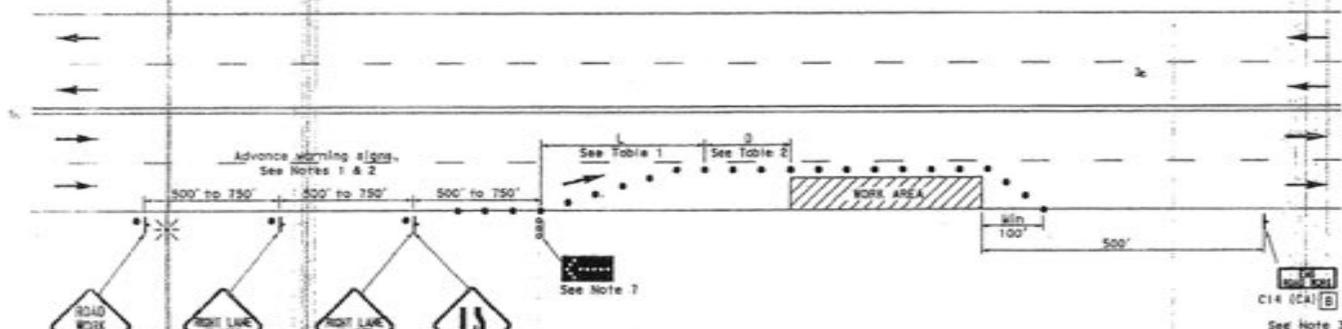


TABLE 1

Approach Speed mph	* Minimum L ft	** Max spacing of cones along taper ft
25	125	25
30	180	30
35	245	35
40	320	40
45	540	45
50	600	50
Over 50	See Note 9	
* Use L for lane widths less than or equal to 12'.		
** See Note 8.		

TABLE 2

Approach Speed mph	Minimum D ft	Downgrade Minimum D *		
		-3%	-6%	-9%
25 and below	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
Over 50	See Note 9			
* Use on sustained downgrade steeper than -3 percent and longer than 1 mile.				

NOTES:

- Where approach speeds are low, advance warning signs may be placed at 300' spacing and placed closer in urban areas.
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 15" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
- If the W20-1 sign would follow within 2000' of a stationary W20-1 or C14 (CA) "ROAD WORK NEXT MILES", use a C20 (CA) sign for the first advance warning sign.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Flashing arrow sign shall be either Type 1 or Type 2.
- The maximum spacing between cones along a tangent shall be 50' and along a taper shall be approximately as shown in Table 1.
- For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
- When specified in the special provisions, a W4-2 "LANE ENDS" symbol sign is to be used in place of the C20 (CA) "RIGHT LANE CLOSED AHEAD" sign.

NOTES:

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on orange background. Cal/Federal code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

LEGEND

- Traffic Cone
- ⬅ Temporary Sign
- ➡ Direction of Travel
- ➡ Flashing Arrow Sign (FAS)
- ➡ FAS Support or Trailer
- ⚡ Portable Flashing Beacon

SIGN PANEL SIZE (Min)

- A 36" x 36"
- B 36" x 16"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS**

NO SCALE

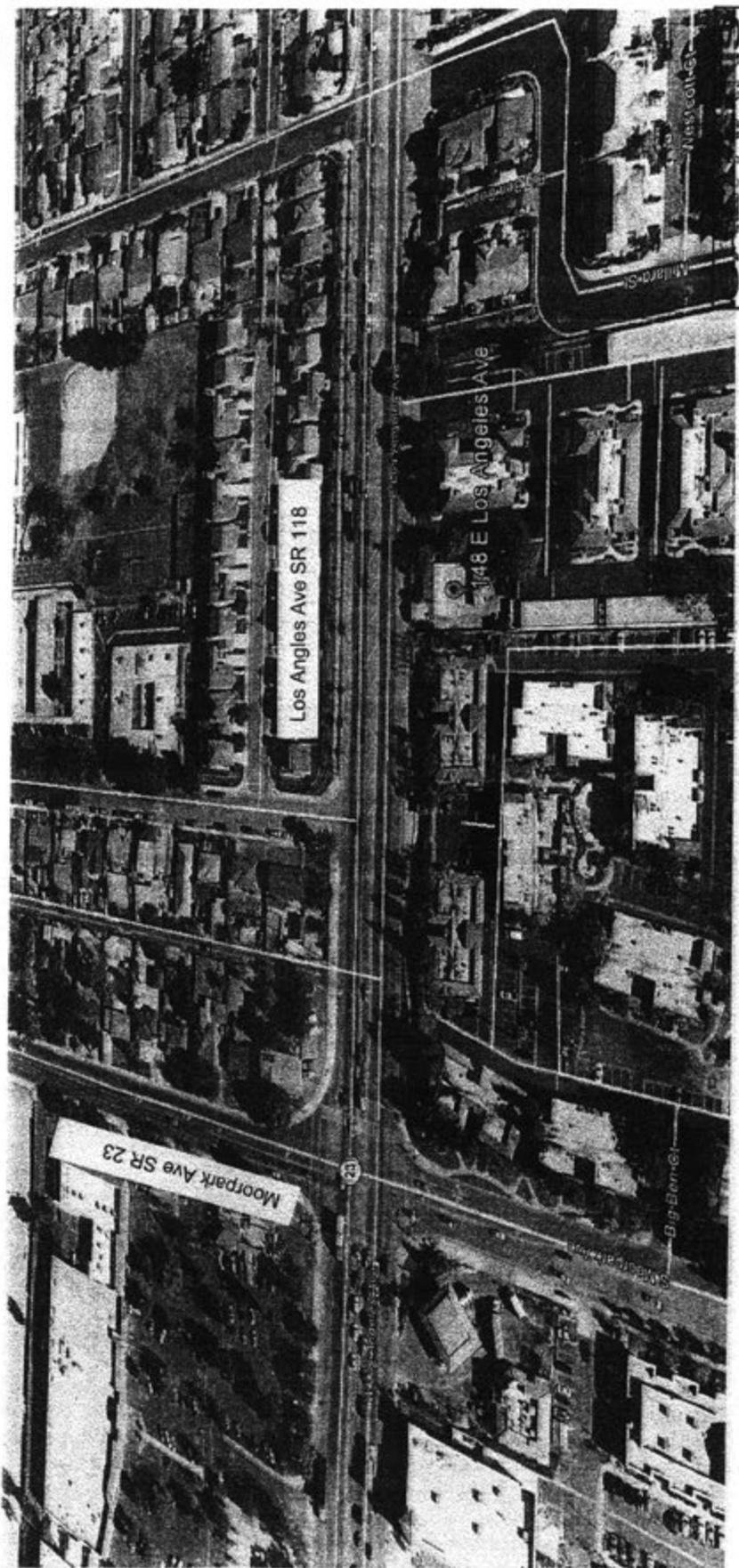
T11

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
May 1, 2006 PLANS APPROVAL DATE The State of California or its officer or agent shall not be responsible for the accuracy or completeness of electronic copies of this plan.					
To get to the Caltrans web site, go to http://www.dot.ca.gov					

RECEIVED
FEB 26 2015
OFFICE OF PERMITS



148 East Los Angeles Avenue Demo



PERMIT PLANS

MAR 13 2015

ATTACHED TO
PERMIT NO. 15-0377

TYPICAL SHOULDER CLOSURE

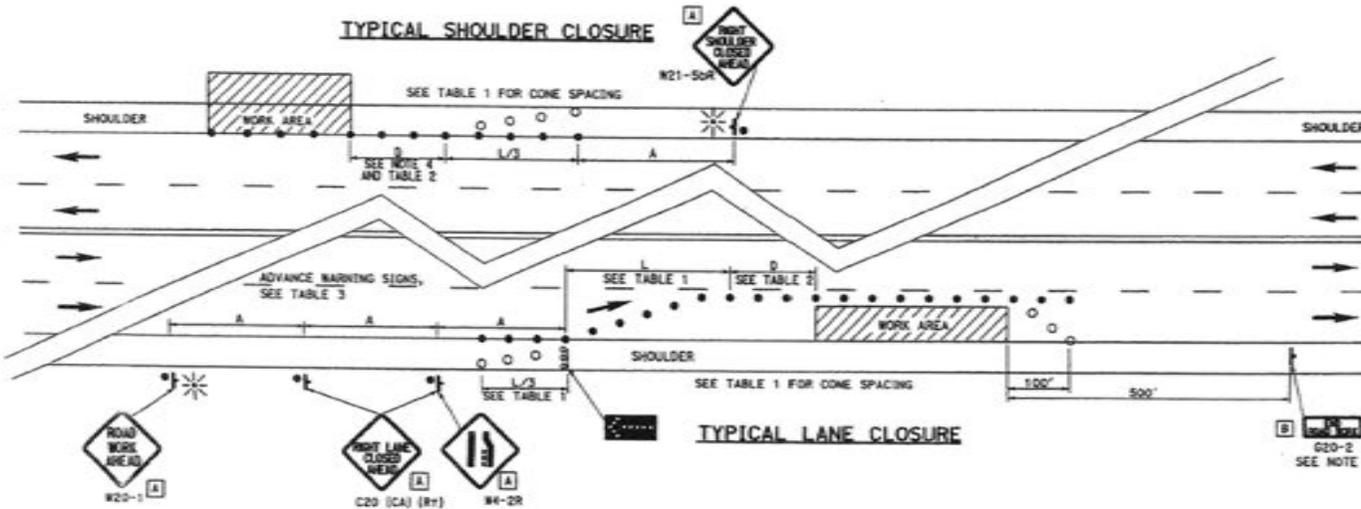


TABLE 1

APPROACH SPEED	* Min L		Max SPACING OF CONES
	ft	L/3	
20 AND BELOW	80	30	20
25	125	45	25
30	180	60	30
35	245	85	35
40	320	110	40
45	540	180	45
50	600	200	50

OVER 50 SEE NOTE 3
* USE L FOR LANE WIDTHS LESS THAN OR EQUAL TO 12'.

TABLE 2

APPROACH SPEED	Min D	DOWNGRADE Min D *		
		-3%	-6%	-9%
25 AND BELOW	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507

OVER 50 SEE NOTE 3
* USE ON SUSTAINED DOWNGRADE STEEPER THAN -3 PERCENT AND LONGER THAN 1 MILE.

TABLE 3

DISTANCE BETWEEN SIGNS	
ROAD TYPE	Min A (ft)
URBAN (SPEED 25 mph OR LESS)	100
URBAN (SPEED 30 mph OR MORE)	350
RURAL	500
EXPRESSWAY / FREEWAY	SEE NOTE 3

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- † TEMPORARY SIGN
- ← DIRECTION OF TRAVEL
- ⚡ FLASHING ARROW SIGN (FAS)
- ☼ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 36" x 36"
- B 36" x 18"

NOTES:

1. California code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.
2. A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
3. For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.
4. D is longitudinal buffer space and is optional only when work area is beyond the shoulder or clear recovery zone where there is no shoulder.

DIST	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 May 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DIMENSIONS OF THIS PLAN SHEET.

Corbin Wang
 9-30-11
 CIVIL ENGINEER

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
 FOR LANE CLOSURE ON
 MULTILANE CONVENTIONAL
 HIGHWAYS**

NO SCALE

ATTACHMENT 6

**PRE-DEMOLITION
ASBESTOS SURVEY AND
POINT COUNT ANALYSIS
RESULTS**



April 2, 2015

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

Subject: Pre-Demolition Asbestos Survey
148 Los Angeles Avenue
Moorpark, CA 93021
FCG Job Code: City of Moorpark RDA-30

Dear Ms. Sandifer:

FCG Environmental (FCG) performed a pre-demolition asbestos survey at the subject property located at 148 Los Angeles Avenue in Moorpark, California. The investigation was performed on March 10, 2015 by Alan Forbess, a CA Certified Asbestos Consultant (#94-1549). This report documents the findings of our survey, which was conducted to identify asbestos containing materials prior to site demolition activities.

1.0 Background Information / Scope of Project

Background: The subject site is developed with a single-family residence of approximately 1,460 sq. ft. home with an attached garage and several wooden storage buildings, including a chicken coop. The home was reportedly built in 1954. The structures will be demolished as part of a site renovation project. FCG was asked to perform a survey of suspect building materials to identify asbestos containing materials prior to demolition activities in accordance with federal, state and local regulations.

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

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

2.0 Asbestos Survey Findings

The subject site home is a single-story, wood-framed structure with stucco exterior and a pitched roof covered with composite shingles. Interior finishes within the main structure include drywall walls and ceilings and vinyl sheet flooring, with some areas covered by carpeting. No thermal system insulation (TSI) was noted on hot water piping or other systems at the subject site. No central air conditioning or heating system was noted, with the exception of wall heating units in the main house.

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

- 12" vinyl floor tile (VFT), brown parquet pattern (garage west, Bedroom #1)
- Vinyl sheet flooring (VSF), Beige/off-white (Bedroom #2)
- 12" VFT (brown rectangular pattern) w/mastic (Bedroom #3)
- Tan VSF (garage east side)
- 12" VFT (tan & brown), rear hallway
- Plaster or wallboard with joint compound/tape mud (throughout)
- Exterior stucco (throughout all exterior walls)
- Roofing layers (main house and rear patio cover)

Bulk Sampling Results: On March 10, 2015, FCG collected 23 bulk samples from suspect asbestos containing materials from the subject site buildings. Samples were forwarded to Forensic Analytical, a state-certified asbestos laboratory located in Rancho Dominguez, CA. All samples were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600/R-93-116, Visual Area Estimation.

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

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

Sample Numbers	Asbestos Containing Material	Location	% Asbestos (Chrysotile)	Friability & Condition
8 & 11	Interior Wall Plaster	Living Room & Front Hallway	White Plaster = ND Green Plaster = Trace (<1%) Paint, Joint Compound = ND	Category II, Non-friable Material
10	Interior Wall Plaster	Kitchen	Off-White Plaster = Trace (<1%) Paint = ND	Category II, Non-friable Material
All asbestos is chrysotile-type unless otherwise noted. All "trace" materials should be managed as asbestos containing materials unless further testing is conducted to determine the concentration of asbestos.				

Materials Testing Negative for Asbestos: All other suspect materials sampled at this site tested negative for asbestos. This includes the following materials:

- 12" vinyl floor tile (VFT) (brown parquet)
- Beige vinyl sheet flooring (VSF)
- 12" VFT (brown rectangular pattern)/mastic
- Tan VSF
- 12" VFT (tan & brown)
- Drywall with joint compound
- Exterior stucco
- Roofing layers (main house, rear patio cover) *Note: No roofing penetration mastics were noted, with only metal flashing observed on the main roof.*

Please refer to the attached laboratory analytical data and field notes for more details. Please see the section below for definitions of friability, material class, and other terms used in this table.

Notes on Tables and Assessment Terms

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

electron microscopy (TEM) are required to quantify the actual concentration of asbestos in "trace" PLM sample results.

Summary: Our survey identified interior wall plaster materials in the main structure that may require abatement or special handling prior to demolition activities. Further testing by more quantitative methods (point count, TEM) may be required. Please see the Conclusions & Recommendations below for further discussion regarding the abatement and handling of asbestos.

3.0 Conclusions & Recommendations

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

- No asbestos containing materials (greater than 1% asbestos) were found within the suspect materials sampled at the site.
- The following materials at the subject site were identified as containing a "trace" or <1% asbestos:
 - Plaster materials found in the original part of the main house (excluding the rear addition areas) contain less than 1% total asbestos and can be disposed as non-hazardous, construction waste per current federal and state regulations. Without further testing to determine the actual concentration of asbestos in the plaster wall materials, all plaster must be disturbed using appropriate controls by OSHA-trained asbestos workers.
- We recommend the plaster samples be further analyzed by 1,000 Point Count methods with gravimetric reduction techniques to quantify the amount of asbestos in the plaster. If less than 0.1% by weight, the materials do not meet the definition of Asbestos Containing Construction Material (ACCM), and can be managed by normal contracting personnel.
- As the interior plaster materials contain less than 1% total asbestos, plaster materials may be demolished in place with proper approvals as long as wet methods are utilized to minimize dust and prevent exposure to neighboring sites. Air monitoring may be conducted to document airborne fiber concentrations during demolition tasks to document the absence of airborne asbestos contamination.
- All asbestos containing materials must be managed in accordance with federal and state regulations. Disturbance activities should be performed only by properly trained abatement contractors using appropriate controls to prevent fiber emissions during the removal process. This may include the use of wet methods (water mist) and other engineering controls to keep fibers from being dispersed.
- Workers performing disturbance or removal of asbestos should be properly protected to prevent exposure, including the use of respiratory protection with HEPA filtration.

Asbestos containing waste materials containing less than 1% total asbestos can be transported for off-site disposal to a normal landfill facility.

- No suspect asbestos was identified within the wooden storage sheds and out-buildings located to the rear of the main structure.
- The local enforcement agency for asbestos removal and demolition projects in Ventura County is the Air Pollution Control District (APCD). They require notification for removal of regulated asbestos containing materials (RACM) above 100 sq. ft., and for all building demolition work within the County. This survey report should be submitted along with any required notification forms, permits and fees required by County agencies. The local Building Department may also require notification and survey information prior to issuing a demolition permit. We recommend that you contact the APCD and local Building Departments directly for further information regarding permitting and regulatory requirements.
- The contractors conducting demolition or asbestos abatement work is responsible for complying with local, state and federal standards for worker protection and NESHAPS regulations regarding asbestos fiber emissions. Proper controls and removal techniques must be followed to prevent the dissemination of asbestos fibers. Notification and permitting is typically the responsibility of the abatement contractor and/or property owner. If you would like assistance regarding these matters or would like the names of qualified contractors in your area, please feel free to contact FCG at (805) 646-1995.

General:

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

Limitations Statement

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

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

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

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

FCG Environmental



Alan Forbess, Principal Consultant
CA Certified Asbestos Consultant #94-1549

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

Attachment 1

Laboratory Analytical Results
Asbestos Bulk Sample Log Sheets



Bulk Asbestos Analysis

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

FCG Environmental
 Alan Forbess
 1009 Mercer Avenue
 Ojai, CA 93023

Client ID: 7238
Report Number: B202674
Date Received: 03/12/15
Date Analyzed: 03/13/15
Date Printed: 03/13/15
First Reported: 03/13/15

Job ID/Site: City of Moorpark - 30; 148 E. Los Angeles Ave., Moorpark

FALI Job ID: 7238
Total Samples Submitted: 27
Total Samples Analyzed: 27

Date(s) Collected: 03/10/2015

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1	50919572						
		Layer: Brown Tile	ND				
		Layer: Yellow Mastic	ND				
		Total Composite Values of Fibrous Components: Asbestos (ND)					
		Cellulose (Trace)					
2	50919573						
		Layer: Brown Tile	ND				
		Layer: Tan Mastic	ND				
		Total Composite Values of Fibrous Components: Asbestos (ND)					
		Cellulose (Trace)					
3A	50919574						
		Layer: Beige Sheet Flooring	ND				
		Layer: Fibrous Backing	ND				
		Total Composite Values of Fibrous Components: Asbestos (ND)					
		Cellulose (20 %)	Fibrous Glass (5 %)	Synthetic (10 %)			
3B	50919575						
		Layer: Beige Sheet Flooring	ND				
		Layer: Fibrous Backing	ND				
		Total Composite Values of Fibrous Components: Asbestos (ND)					
		Cellulose (20 %)	Fibrous Glass (5 %)	Synthetic (10 %)			
4	50919576						
		Layer: Brown Tile	ND				
		Layer: Clear Mastic	ND				
		Total Composite Values of Fibrous Components: Asbestos (ND)					
		Cellulose (Trace)					
5A	50919577						
		Layer: Beige Sheet Flooring	ND				
		Layer: Foam Backing	ND				
		Layer: Grey Non-Fibrous Material	ND				
		Total Composite Values of Fibrous Components: Asbestos (ND)					
		Cellulose (Trace)					

Client Name: FCG Environmental

Report Number: B202674

Date Printed: 03/13/15

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
5B	50919578						
Layer: Beige Sheet Flooring			ND				
Layer: Foam Backing			ND				
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
5C	50919579						
Layer: Beige Sheet Flooring			ND				
Layer: Foam Backing			ND				
Layer: Grey Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
6A	50919580						
Layer: Off-White Tile			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
6B	50919581						
Layer: Off-White Tile			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
7	50919582						
Layer: Beige Sheet Flooring			ND				
Layer: Fibrous Backing			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (5 %) Synthetic (10 %)							
8	50919583						
Layer: White Plaster			ND				
Layer: Green Plaster		Chrysotile	Trace				
Layer: Paint			ND				
Layer: Off-White Skimcoat/Joint Compound			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (Trace)							
Comment: This comment applies to the Green Plaster only: Insufficient material for additional analyses.							
9	50919584						
Layer: White Plaster			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							

Client Name: FCG Environmental

Report Number: B202674

Date Printed: 03/13/15

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
10	50919585						
Layer: Off-White Plasters		Chrysotile	Trace				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (Trace)							
11	50919586						
Layer: White Plaster			ND				
Layer: Green Plaster		Chrysotile	Trace				
Layer: White Skimcoat/Joint Compound			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (Trace)							
Comment: This comment applies to the Green Plaster only: Insufficient material for additional analyses.							
12	50919587						
Layer: White Drywall			ND				
Layer: White Skimcoat/Joint Compounds			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (3 %)							
13	50919588						
Layer: White Drywall			ND				
Layer: White Skimcoat/Joint Compound			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (5 %)							
14	50919589						
Layer: Off-White Skimcoat/Joint Compounds			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
15	50919590						
Layer: Off-White Skimcoat/Joint Compounds			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
16	50919591						
Layer: Grey Cementitious Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							

Client Name: FCG Environmental

Report Number: B202674

Date Printed: 03/13/15

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
17	50919592						
		Layer: Grey Cementitious Material	ND				
		Layer: Yellow Cementitious Material	ND				
		Layer: Paint	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
18	50919593						
		Layer: Grey Cementitious Material	ND				
		Layer: Paint	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
19	50919594						
		Layer: Grey Cementitious Material	ND				
		Layer: Yellow Cementitious Material	ND				
		Layer: Paint	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
20	50919595						
		Layer: Grey Roof Shingle	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace) Fibrous Glass (35 %)							
21	50919596						
		Layer: Black Roof Shingle	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace) Fibrous Glass (35 %)							
22	50919597						
		Layer: Stones	ND				
		Layer: Black Tar	ND				
		Layer: Black Felt	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (55 %) Fibrous Glass (15 %)							
23	50919598						
		Layer: Grey Roof Shingle	ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace) Fibrous Glass (35 %)							



Tiffani Ludd, Laboratory Supervisor, Rancho Dominguez Laboratory

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

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



Client No.: 7238 FCG Environmental (Forbess Consulting Group, Inc.) 1009 Mercer Avenue Ojai, CA 93023		PO/Job#: <i>City of Moorpark - 30</i> Date: <i>3/10/15</i>
Contact: Alan Forbess, Bill Miller		Turn Around Time: <input checked="" type="checkbox"/> Same Day <input checked="" type="checkbox"/> 1 Day <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day <input type="checkbox"/> 4 Day <input type="checkbox"/> 5 Day
Phone: (805) 646-1995	Fax: (805) 669-3538	<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer
E-mail: aforbess@fcgenviro.com, bmliller@fcgenviro.com	<input checked="" type="checkbox"/> PLM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count <input type="checkbox"/> 400 <input type="checkbox"/> 1000 / <input type="checkbox"/> CARB 435	
Site: <i>148 E. Los Angeles Ave.</i>	<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402	
Site Location: <i>Moorpark</i>	<input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield	
Comments:	<input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight %	
	<input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual(+/-) / <input type="checkbox"/> D5755(air/area) / <input type="checkbox"/> D5756(air/mass)	
	<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot	
	<input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project	
	<input type="checkbox"/> Metals Analysis: Method:	
	Matrix:	
	Analytes:	

Comments:

Report Via:

 Fax E-Mail Verbal

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg. LPM	Total Time	
<i>1-27</i>	<i>3/10/15</i>	<i>See Attached</i>	<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
		<i>Bulk Sample Log</i>	<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				
			<input type="checkbox"/> AI <input type="checkbox"/> PI <input type="checkbox"/> TC				

Sampled By:

*Alan Forbess*Date: *3/10/15*

Time:

*3:00pm*Shipped Via: Fed Ex DHL UPS US Mail Courier Drop Off Other:

Relinquished By:

Alan Forbess

Relinquished By:

Relinquished By:

Date / Time:

3/11/15

Date / Time:

Date / Time:

Received By:

Carille Fle

Received By:

Received By:

Date / Time:

3-12-15 10:38 RCVD

Date / Time:

Date / Time:

Condition Acceptable? Yes NoCondition Acceptable? Yes NoCondition Acceptable? Yes No

Forbess Consulting Group Inc.

Asbestos Bulk Sampling Field Log

Date:	March 10, 2015
Client:	City of Moorpark
Site:	148 E. Los Angeles Ave.
Project:	moorpark-30
Inspector(s):	AWF
Area/Unit:	

1 of 2

Friable: Friability Codes: N=Non-friable; F=Friable
 Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
 ND=Detected
 N=Negative

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
1	12" VFT Brown Parquet	Garage - W / Bed #1				
2	"	" "				
② 3A/3B	off-white VSF	Bed #2				
4	12" VFT - Brown w/ Rec Pattern	Bed #3				
③ 5 = A	VSF (tan pattern)	Garage - East				
② 6A+B	12" VFT (tan + Brown)	Rear Hall				
7	VSF (tan)	Bed #4				
8	Plaster/Drywall Mud	Living Room				
9	" " "	Bedroom #1				
10	" " "	Kitchen				
11	" " "	Front Hallway				
12	" " "	Bedroom #2				

Forbess Consulting Group Inc.

Asbestos Bulk Sampling Field Log

Date:
Client:
Site:
Project:
Inspector(s):
Area/Unit:

2 of 2

Friable: Friability Codes: N=Non-friable; F=Friable
 Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
 ND=Detected
 N=Negative

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
13	Plaster / Drywall	Rear Addition - W.				
14	" "	Bed #4				
15	" "	Bed #5				
16	Exterior Stucco	Front / Garage				
17	" "	" / East side				
18	" "	Rear / West "				
19	" "	" East "				
20	Roofing Layers	Main Roof - Top				
21	" "	" " - Middle				
22	" "	" " - Bottom w/ felt				
23	" "	Rear Patio Cover				

Attachment 2

FCG Inspector Certification

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Alan Wayne Forbess

Name



Certification No. **94-1549**

Expires on **01/12/16**

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



April 13, 2015

Ms. Jessica Sandifer
City of Moorpark Redevelopment Agency
799 Moorpark Avenue
Moorpark, CA 93021

**Subject: Addendum to Asbestos Survey Report
Point Count of Interior Plaster Materials**
148 Los Angeles Avenue
Moorpark, CA 93021
FCG Job Code: City of Moorpark RDA-30

Dear Ms. Sandifer:

FCG Environmental performed a pre-demolition asbestos survey at the above-referenced property on January 15, 2009. The investigation was performed on March 10, 2015 by Alan Forbess, a CA Certified Asbestos Consultant (#94-1549). Our April 2, 2015 report documents the findings of our initial survey, which included bulk sampling of suspect materials and recommendations for further testing as noted below. This addendum report is provided after conducting additional testing of interior plaster wallboard materials by point count methods to determine the concentration of asbestos for regulatory compliance purposes.

Background: Our original asbestos survey identified interior wall plaster materials within the main structure that contained a “trace” or less than 1% total asbestos. Further testing by more quantitative methods was recommended to determine if the interior plaster materials meet the definition of an Asbestos Containing Construction Material (ACCM) of 0.1% asbestos by weight.

Laboratory Analytical Methodology: Initial bulk samples were forwarded to Forensic Analytical, a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), the State of California Department of Health Services, and the American Industrial Hygiene Association (AIHA). Standard polarized light microscopy (PLM) methods and visual estimation methods were used to determine asbestos fiber concentrations in suspect building material samples. All materials tested negative with the exception of plaster wallboard located in the front or main section of the residence, where <1% asbestos was detected. These results were documented in our April 2, 2015 report with recommendations for further testing to quantify the

Two representative plaster samples previously collected from interior perimeter walls showed “trace” or <1% asbestos in the green plaster found in Samples 8 & 11 and the off-white plaster found in Sample 10. Further analysis of these samples by Point Count methods was conducted, using gravimetric reduction methods and 1,000 point counting rules in order to quantify the concentration of asbestos in the plaster materials. This was conducted to determine if the plaster materials meet the State’s definition of an Asbestos Containing Construction Material of 0.1% by weight. This would allow for the structure to be demolished in place without conducting removal or abatement of plaster wall and ceiling systems.

FCG Environmental
April 13, 2015

Addendum to Asbestos Survey
148 E. Los Angeles Avenue
Moorpark, CA 93021

Point Count Results: Laboratory analysis by point count methods determined the amount of asbestos in both plaster types to be 0.03%, which is below the State's definition of an asbestos containing construction material of 0.1% and below the federal EPA's definition of 1%. Based on these results, the plaster wall materials are below the regulated level and can be disturbed by normal contracting personnel using standard dust controls. All waste materials can be disposed of as normal construction waste. A copy of the point count analytical results are attached for your records.

Please attach this letter report as an addendum to the previously submitted asbestos survey report dated April 2, 2015. If you have any questions or concerns regarding the information provided, please do not hesitate to call us at 805.646.1995.

FCG Environmental



Prepared by:
Alan Forbes, Principal Consultant
Certified Asbestos Consultant #94-1549

Attachment: Forensic Analytical Laboratory Results

Attachment
Laboratory Analytical Results



Bulk Asbestos Material Analysis

(EPA Method 600/R-93/116, Point Count Analysis)

FCG Environmental
Alan Forbess
1009 Mercer Avenue

Ojai, CA 93023

Client ID: 7238
Report Number: N007070
Date Received: 03/12/15
Date Analyzed: 04/10/15
Date Printed: 04/10/15

Job ID/Site: City of Moorpark - 30; 148 E. Los Angeles Ave., Moorpark

FALI Job ID: 7238
Total Samples Submitted: 2
Total Samples Analyzed: 2

PLM Report Number: B202674

Sample Preparation and Analysis:

Each sample was prepared using the gravimetric technique. A representative subsample was weighed, ashed for eight hours, and reweighed to determine the proportion of the organic component. The ashed residue was ground in concentrated hydrochloric acid, dried and reweighed to determine the acid-soluble component weight percentage. The residual material was analyzed for asbestos using polarized light microscopy. Asbestos quantitation was performed using the semi-quantitative Point Count method following the general guidelines in EPA Method 600/R-93/116. The analytical sensitivity for the method is calculated as the asbestos concentration that results from one point counted in the analysis adjusted using the residual weight of the sample. The limit of detection for this method has not been determined.

Sample ID	Lab Number	Sample Description		
8	50919583	Green Plaster		
<i>Point Count Results:</i>				
Number of asbestos points counted:		1	Organic weight percentage:	11.63
Number of non-empty points:		1000	Acid-soluble weight percentage:	60.57
Percent asbestos in layer:		0.03	Residual weight percentage:	27.80
Analytical sensitivity (%):		0.03		
Asbestos type(s) detected:		Chrysotile		

Comment:

10	50919585	Off-White Plasters		
<i>Point Count Results:</i>				
Number of asbestos points counted:		1	Organic weight percentage:	11.51
Number of non-empty points:		1000	Acid-soluble weight percentage:	62.68
Percent asbestos in layer:		0.03	Residual weight percentage:	25.81
Analytical sensitivity (%):		0.03		
Asbestos type(s) detected:		Chrysotile		

Comment:

Tiffani Ludd, Laboratory Supervisor, Rancho Dominguez Laboratory

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014/2015 BUDGET BY APPROPRIATING \$43,514.00 FROM THE LOS ANGELES AVENUE AREA OF CONTRIBUTION FUND (2501) FOR DEMOLITION OF 148 LOS ANGELES AVENUE (PROJECT 8013)

WHEREAS, on June 18, 2014, the City of Moorpark adopted the Operating and Capital Improvement Projects budget for Fiscal Year (FY) 2014/15, with appropriations of \$2,263,082.00 for the widening of Los Angeles Avenue between Moorpark Avenue and Spring Road (CIP 8013) ; and

WHEREAS, CIP 8013 has a total adjusted appropriations of \$2,978,640.34, which reflects the budget amendment of \$547,177.99 per Resolution No. 2014-3331 for additional engineering services, and \$168,380.35 for FY 2013/14 roll-over encumbrances and final accounting adjustments; and

WHEREAS, on December 3, 2014, the City Council adopted Resolution No. 2014-3345 approving the acquisition of the right-of-way parcel located at 148 Los Angeles Avenue for the CIP 8013, and accepting the grant deed; and

WHEREAS, a staff report has been presented to the City Council proposing to demolish the improvements at 148 Los Angeles Avenue at a cost of \$43,514.00; and

WHEREAS, a budget amendment of \$43,514.00 from the Los Angeles Avenue Area of Contribution Fund (2501) is requested to complete the demolition work at said property; and

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

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

SECTION 1. A budget amendment in the amount of \$43,514.00 from the Los Angeles Avenue Area of Contribution Fund (2501) 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 20th day of May, 2015.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

EXHIBIT A

BUDGET AMENDMENT FOR

Los Angeles Avenue Area of Contribution Fund (2501) for demolition of 148 Los Angeles Avenue

2014/15

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Los Angeles Avenue Area of Contribution Fund	2501-5500	\$ 43,514.00
Total		\$ 43,514.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
2501.8310.8013.9252	\$ 1,000.00	\$ -	\$ 1,000.00
2501.8310.8013.9601	\$ 604,079.00	\$ -	\$ 604,079.00
2501.8310.8013.9610	\$ 1,152,157.00	\$ -	\$ 1,152,157.00
2501.8310.8013.9611	\$ 1,600.00	\$ 43,514.00	\$ 45,114.00
2501.8310.8013.9640	\$ 329,500.00	\$ -	\$ 329,500.00
2501.8310.8013.9650	\$ 93,534.00	\$ -	\$ 93,534.00
2604.8310.8013.9640	\$ 796,770.00	\$ -	\$ 796,770.00
Total	\$ 2,978,640.00	\$ 43,514.00	\$ 1,802,350.00

Approved as to Form: 