

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director *SL*

PREPARED BY: Chris Ball, Management Analyst *CB*

DATE: October 24, 2016 (CC Meeting of 11/2/16)

SUBJECT: Consider Award of Agreement to Oakridge Landscape, Inc. for Tierra Rejada Road Streetscape Revitalization Project – Phase 1 (Project No. 7901); Approval of Amendment No. 3 to Agreement with Architerra, Inc.; and Resolution Amending the Budget for Fiscal Year 2016/17 Appropriating \$265,010.50 from the General Fund (1000) and \$2,237.50 from the 84-2 Steeple Hill T2865 Fund (2302)

BACKGROUND

On February 4, 2015, in recognition of the need to implement significant changes to the overall streetscape design along portions of Tierra Rejada Road, the City Council approved funding to hire a landscape architect to prepare a landscape master plan for the complete redesign of the Tierra Rejada Road corridor. Staff solicited the services of Architerra Inc., dba Architerra Design Group (Architerra) for the project, based on their extensive experience with streetscape designs and use of California native plants in landscape restoration projects.

The conceptual plans developed by Architerra incorporated a combination of California native and drought tolerant plant species specifically chosen to complement the original design intent of the Mountain Meadows Planned Community. The design consists of many different plant types and trees specifically chosen to increase overall plant diversity and reduce water consumption. The plans incorporate pockets of green groundcover and grasses to maintain the meadow concept, but also include plant species of varying heights, colors and textures, as well as natural building material such as boulders to provide both interest and long term viability. The overall design concept is a natural landscape that complements the mountains and foothill regions of southern California.

The plans also include water saving irrigation techniques, such as the use of point irrigation and drip irrigation systems. Staff estimates a reduction in overall water use of approximately 40% to 50% based on the type of plant material, overall landscape design and changes to the irrigation system, resulting in direct savings to the general fund of approximately \$40,000 annually when fully implemented.

On March 16, 2016 three variations on Architera's design concept were presented to the City Council. A modified version of Option "B" was approved by the City Council that balances design features with costs, and focuses renovation activity on the median islands, the north side of Tierra Rejada Road, and highly visible areas such as street intersections and monument locations. The engineer's estimate to complete the landscape renovation work was \$1,738,500. The limits of the renovation work include approximately 2.5 miles of streetscape along Tierra Rejada Road. The work will include the median islands from Courtney Lane to Spring Road, the parkways on the north side of Tierra Rejada Road from the Arroyo Simi to Spring Road, and enhanced landscaping at the eight street intersections.

Construction plans incorporating the design elements approved by the City Council have been completed for a section of the north side of Tierra Rejada Road beginning at Mountain Meadow Drive and extending east approximately 730 feet, including the adjacent median island. This initial project area will showcase the overall design concept, allowing the Council and the community to view and evaluate the streetscape design elements prior to full implementation of the Tierra Rejada Road corridor project. This process has also allowed staff an opportunity to evaluate the overall budget for the project.

DISCUSSION

A notice inviting bids for this initial project area was published on September 14 and September 19, 2016. A mandatory pre-bid site meeting was held on September 22, 2016 and was attended by nine contractors. Five bids were received by the due date of October 6, 2016. The results are:

United Construction and Landscape, Inc.	\$389,000.00
STL Landscape, Inc.	\$288,000.00
American Landscape, Inc.	\$244,000.00
Oakridge Landscape, Inc.	\$224,607.00
Landscape Support Services	\$226,055.00

The bids were evaluated on their completeness and cost. The apparent low bidder is Oakridge Landscape, Inc. (Oakridge). Oakridge possesses the necessary experience and qualifications to perform the work.

The engineer's estimate for the Option "B" conceptual design approved by the City Council was estimated at approximately \$7.50 per square foot. The low bid obtained for

this section of Tierra Rejada Road is approximately \$10.00 per square foot, which exceeds the engineer's estimate by approximately 33%.

Staff believes that a percentage of the cost increase may be due to an economy of scale, as the original estimate included the entire streetscape as a whole. However, based on several discussions with the various contractors that bid this work, it is apparent that the bulk of the overage is due to labor costs. This project will require an extensive amount of demolition work in order to remove the existing plant material and fine grade the landscape areas. In addition, the majority of the irrigation system will be replaced with a drip irrigation system and the installation of bubblers to all the existing trees. Since the streetscape and median islands contain many mature trees, this work will need to be performed with minimal use of mechanical equipment, if any. As required for all Public Work projects, this project was bid utilizing prevailing wage labor rates and since the bulk of this work will require hand labor, staff believes that the labor costs have exceeded the project budget. As mentioned previously, the engineer's estimate for the entire streetscape was estimated at \$1,739,500. Based on the increases due to labor costs, staff believes that the total project costs will increase by approximately 20%, which would bring the total project budget for the entire Tierra Rejada Road renovation to approximately \$2,087,400.

In addition, a percentage of the cost increase is due to the fact that the size of the plant material has been increased, as compared to what would typically be installed in the remaining phases of this project. Staff believes that it will be beneficial to install larger size trees and shrubs in this initial phase so that the streetscape would better represent the mature size of the plant material upon installation. For instance, 36" box trees have been specified in the plans. 15-gallon and 24" box trees will be specified in the future phases. In addition, 15-gallon and 5-gallon shrubs and perennials have been specified for this work. 1-gallon and 5-gallon shrubs and perennials will be specified in future phases. A 4" layer of bark mulch has also been specified so that the mulch will not need replenishing for at least the next six to nine months. Typically 2" depth of bark mulch is standard, as the mulch will be replenished during normal maintenance practices. The contractor has informed staff that the cost increase of these items is equivalent to approximately \$25,000, representing approximately 10% of the cost overage.

Staff recommends awarding the bid to Oakridge for this phase of the project. Staff will notify the City Council when the work has been completed and will return to the City Council towards the end of the spring in 2017 to discuss future phases of this work and seek input regarding the aesthetics of this section of Tierra Rejada Road. However, based on this preliminary phase of the work, staff anticipates an increase of approximately 20% in overall project costs.

In addition to this initial phase of the project, a portion of the work to renovate the entire Tierra Rejada Road streetscape includes the installation of bubblers to the existing trees. As discussed in prior agenda reports, the Coast Redwood trees have suffered

from environmental stress conditions for many years and have been infected with a canker disease. In an effort to maintain the health of the trees, the irrigation schedule for the streetscape along the Tierra Rejada Road corridor has not been reduced through the last couple years of drought. However, the traditional spray irrigation system that is necessary to maintain both the Coast Redwoods and the red fescue groundcover will eventually be replaced with a drip irrigation system as part of the overall renovation project. The result of this work will require supplemental irrigation water in order to maintain the health of the Coast Redwood trees, as they require considerably more water than the majority of the plant material proposed for the renovation project.

The work to design the supplemental irrigation system was included in Architerra's proposal for the areas proposed for renovation only, i.e. north side of Tierra Rejada Road and the median islands. As discussed during the March 16, 2016 City Council meeting, the south side of Tierra Rejada Road was not included in the scope of the work, as the plant material on the south side of Tierra Rejada Road has survived relatively well through the last couple years of drought. Staff was able to reduce overall water consumption by 52% in 2015 while still maintaining adequate levels of irrigation water along Tierra Rejada Road. This was accomplished by reducing water consumption in other City operations, primarily in the parks, facilities and other landscape maintenance district areas. However, staff feels that it may still be beneficial to install a separate irrigation system for the existing Coast Redwoods on the south side of Tierra Rejada Road in an effort to supplement their water needs.

Staff has obtained a proposal from Architerra to prepare a separate plan set for a supplemental irrigation system for the Coast Redwoods. Staff believes that it would be worthwhile to move forward with this portion of the project now, as it may be some time before the plans for the overall renovation work are completed. The plans will include the south side of Tierra Rejada Road in addition to the renovation areas originally included in Architerra's agreement. The total cost for Architerra to complete this plan set is \$8,950. Staff has not been able to obtain an engineer's estimate for this work, but will return to the City Council to discuss the cost implications once the bids have been received. Approximately 30% of the cost to install this irrigation system has already been included in the overall project budget.

FISCAL IMPACT

The lowest responsive bid for construction of the initial project area was submitted by Oakridge at a cost of \$224,607.00. The total contract value is \$258,298.00, which includes a contingency of \$33,691.00. The project area lies in LMD Zone 10 (Mountain Meadows Planned Community), however no funding for this work was included in the FY 16/17 budget.

The total cost of Amendment No. 3 with Architerra to prepare the plans and specifications for a separate irrigation system to maintain the Coast Redwoods is \$8,950. This irrigation design area spans the Tierra Rejada Road streetscape. Funding

from LMD Zone 2 (Steeple Hill Area Tract 2865) will cover \$2,237.50, or approximately 25% of the cost. The General Fund (1000) would need to cover the remaining costs of \$6,712.50.

A budget amendment is needed from the General Fund (1000) in the amount of \$265,010.50 and from the 84-2 Steeple Hill T2865 Fund (2302) in the amount of \$2,237.50 to fund the above described work.

STAFF RECOMMENDATION (ROLL CALL VOTE)

- 1) Award bid to Oakridge Landscape, Inc. for \$224,607.00, plus a \$33,691.00 contingency for a total contract amount of \$258,298.00 and authorize execution of the Agreement by the City Manager, subject to final language approval by the City Manager.
- 2) Approve Amendment No. 3 with Architerra, Inc. for \$8,950.00 for irrigation plans and specifications, and authorize execution of the Amendment by the City Manager, subject to final language approval by the City Manager.
- 3) Adopt Resolution No. 2016-_____ amending the FY 2016/17 budget to fund construction of initial Tierra Rejada Road project area and for additional irrigation plans and specifications.

Attachments:

1. Resolution 2016 - _____
2. Agreement with Oakridge Landscape, Inc.
3. Amendment No. 3 with Architerra, Inc.

Attachment No. 1

RESOLUTION NO. 2016-_____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2016/17 BUDGET BY APPROPRIATING \$265,010.50 FROM THE GENERAL FUND (1000) AND \$2,237.50 FROM THE 84-2 STEEPLE HILL T2865 FUND (2302) TO FUND LANDSCAPE DESIGN SERVICES AND CONSTRUCTION FOR THE TIERRA REJADA ROAD STREETScape PROJECT (PROJECT NO. 7901)

WHEREAS, on February 4, 2015 City Council approved Resolution No. 2015-3361 which approved a budget amendment in the amount of \$20,925 from the General Fund (1000) and \$6,975 from the 84-2 Steeple Hill T2865 Fund (2302) to obtain landscape architectural services for the renovation of Tierra Rejada Road Streetscape Project (CIP 7901), between Arroyo Simi and Spring Road; and

WHEREAS, on June 17, 2015 the City Council by Resolution No. 2015-3408 approved the City of Moorpark Operating and Capital Improvement Budget for fiscal year 2015/16 per, which included an additional \$90,000 for CIP 7901; and

WHEREAS, on March 16, 2016 the City Council approved Resolution No. 2016-3490 which approved a budget amendment in the amount of \$97,543 from the General Fund (1000) and \$60,506 from the 84-2 Steeple Hill T2865 Fund (2302) for landscape and architectural services for the Tierra Rejada Road Streetscape Project (CIP 7901); and

WHEREAS, on June 15, 2016 the City of Moorpark adopted the Operating and Capital Improvement Projects budget for Fiscal Year (FY) 2016/17; and

WHEREAS, a staff report has been presented to the City Council requesting approval of the Tierra Rejada Streetscape Revitalization – Phase 1 project and award of the bid to Oakridge Landscape, Inc. with a total contract value of \$258,298.00, which includes a fifteen percent (15%) contingency of \$33,691.00; and

WHEREAS, a staff report has been presented to the City Council requesting approval of Amendment No. 3 to the Agreement with Architerra, Inc., increasing compensation for landscape architectural services by \$8,950 for a total contract value of \$121,368; and

WHEREAS, an additional \$267,248 is required to finance construction and landscape design services for the Tierra Rejada Road streetscape project and a budget amendment of \$265,010.50 from the General Fund (1000) and \$2,237.50 from 84-2 Steeple Hill T2865 Fund (2302) is requested; 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 \$265,010.50 from the General Fund Reserve (1000) and \$2,237.50 from 84-2 Steeple Hill T2865 Fund (2302) 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 2nd day of November, 2016.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

EXHIBIT A

BUDGET AMENDMENT FOR

General Fund (1000) for construction services for Tierra Rejada Streetscape Renovation - Phase 1 and General Fund (1000) and 84-2 Steeple Hill T2865 Fund (2302) for landscape design services for the landscape renovation of Tierra Rejada Road.

2016/17

FUND ALLOCATION FROM:

Fund	Account Number	Amount
General Fund	1000-5500	\$ 265,010.50
84-2 Steeple Hill T2865 Fund	2302-5500	\$ 2,237.50
Total		\$ 267,248.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
1000.7900.7901.9601	\$ 55,268.50	\$ 6,712.50	\$ 61,981.00
2302.7900.7901.9601	\$ 21,024.66	\$ 2,237.50	\$ 23,262.16
1000.7900.7901.9613	\$ 213,456.35	\$ 258,298.00	\$ 471,754.35
2302.7900.7901.9613	\$ 40,882.75	\$ -	\$ 40,882.75
			\$ -
			\$ -
Total	\$ 330,632.26	\$ 267,248.00	\$ 556,997.51

Approved as to Form: 

Attachment No. 2

AGREEMENT BETWEEN THE CITY OF MOORPARK AND OAKRIDGE LANDSCAPE, INC., FOR TIERRA REJADA STREETSCAPE REVITALIZATION PROJECT – PHASE 1

THIS AGREEMENT, executed as of this ____ day of _____, 2016, between the City of Moorpark, a municipal corporation (“City”) and Oakridge Landscape, Inc., a corporation (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to phase one of the Tierra Rejada Road streetscape revitalization project; 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, on November 2, 2016, the City Council of the City of Moorpark authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

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

1. TERM

The term of the Agreement shall be from the date of City Council approval on November 2, 2016 until completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended consistent with Section 6 of this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to phase one of the Tierra Rejada streetscape revitalization project, as set forth in Exhibit B: Contractor’s Bid Proposal, dated October 5, 2016, 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 as set forth in Exhibits B and C is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B and Exhibit C. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit C.

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 two hundred twenty-four thousand six hundred seven dollars (\$224,607.00) as stated in Exhibit B, plus fifteen percent (15%) contingency of thirty-three thousand six hundred ninety-one dollars (\$33,691.00), for a total contract value of two hundred fifty-eight thousand two hundred ninety-eight dollars (\$258,298.00), 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 Jeffrey Meyers, and no other individual may be substituted without the prior written approval of the City Manager.

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

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred twenty-four thousand six hundred seven dollars (\$224,607.00) as stated in Exhibit B, plus fifteen percent (15%) contingency of thirty-three thousand six hundred ninety-one dollars (\$33,691.00), for a total contract value of two hundred fifty-eight thousand two hundred ninety-eight dollars (\$258,298.00), for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any additional 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 this 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 fifty dollars (\$150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

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

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

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal 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 Indemnatee. 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 Safety and Health 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: Jeffrey Myers
Oakridge Landscape, Inc.
28064 Avenue Stanford, Unit K
Valencia, California 91355

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

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

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

23. ENTIRE AGREEMENT

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

24. CAPTIONS OR HEADINGS

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

25. AMENDMENTS

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

26. TIME OF COMPLETION

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

Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

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

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

OAKRIDGE LANDSCAPE, INC.

Steven Kueny, City Manager

Jeffrey Myers, 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:

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.

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.

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.

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 prior to 1992. 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

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- Completed and Signed Bid Cover Form
- Completed and Signed Bid Sheets
- Completed, Signed and Notarized Questionnaire
- Completed References Form
- Resume of General Construction Superintendent/On-Site Construction Manager
- Completed Subcontractor Designation Form
- Completed and Signed Industrial Safety Record Form
- Completed, Signed and Notarized Bid Bond or Other Security Form
- Signed and Notarized Noncollusion Declaration Form
- Completed and Signed Addenda Acknowledgement Form
- Signed Environmental, Health and Safety Standards Compliance Form
- Signed Workers' Compensation Insurance Certificate
- Completed and Signed Agreement to Comply with California Labor Law Requirements Form
- Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

CITY OF MOORPARK

TIERRA REJADA STREETScape REVITALIZATION PHASE 1

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MOORPARK

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Moorpark to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of five (5) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number 798565, Class A-B C-27, which expires on 08/31/2017
Bidder's Name: Oakridge Landscape, Inc
Signature: [Signature] Date: 10/5/16
Signature: _____ Date: _____

CITY OF MOORPARK

BID SHEETS FOR

TIERRA REJADA STREETSCAPE REVITALIZATION PHASE 1

Bidder's Name: Oakridge Landscape, Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Parks and Recreation Director, at the following prices

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	AMOUNT
1.	Demolition / Construction / Irrigation / Planting	LS	\$ 224,607.00

TOTAL BASE AMOUNT \$ 224,607.00

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 224,607.00

TOTAL BID PRICE IN WORDS: TWO HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED SEVEN.

Signature: [Signature]

Title: President Date: 10/5/16

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder's Name Oakridge Landscape, Inc

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

(3) Business Address. 28064 Avenue Stanford, Unit K Valencia CA 91355

(4) Telephone: 661-295-7228 Facsimile: 661-295-7230

(5) Type of Firm - Individual, Partnership, LLC or Corporation: Corporation

(6) Corporation organized under the laws of the State of: California

(7) California State Contractor's License Number and Class: 798565 C-27, A, B

Original Date Issued: 8/31/2001 Expiration Date: 8/31/2017

(8) DIR Contractor Registration Number. 1000008346

(9) List the name and title of the person(s) who inspected the Project site for your firm: Donato Ramirez - Director of Pre Construction

(10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): Donato Ramirez

(11) Number of years experience the company has as a contractor in construction work: 16

(12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

<u>Jerry Myers</u>	<u>28064 Avenue Stanford Unit K</u>	<u>Valencia, CA 91355</u>	<u>661-295-7228</u>
<u>Victor Valle</u>	<u>"</u>	<u>"</u>	<u>"</u>

(13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid.

N/A

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain

NO

(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one. Yes No

c. By any outside agency or individual for labor compliance?
Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

N/A

(20) List the last three (3) projects you have worked on or are currently working on for the City of Moorpark.

Living Smart
City of Moorpark Maintenance
Masters LMO Trail

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

~~Notary Public~~
~~Subscribed and sworn to me: _____~~
~~Signature: _____~~
~~This ____ day of _____, 20____~~
~~Title: _____~~
~~Signature: _____~~

Company
Signature: [Signature]
Title: President
Date: 10/15/16
Signature: _____
Title: _____
Date: _____

(SEAL)

See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Los Angeles

Subscribed and sworn to (or affirmed) before me
on this 5th day of Oct., 2016
by Jeffrey Myers
(1) _____
(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Susan L. Meza
Signature of Notary Public

Seal
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: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number West Hills A+B
 Project Description Residential Construction, greenbelts & Parks
 Approximate Construction Dates From: _____ To: on going
 Agency Name Newhall Land for County of L.A. Special Districts
 Contact Person: Tom Hall Telephone: 661-255-4217
 Address 25124 Springfield Court, Ste 300, Valencia, CA 91355
 Original Contract Amount: \$ 1,300,000⁰⁰ Final Contract Amount: \$ on going
 If final amount is different from original amount, please explain (change orders, extra work, etc.).
Special Districts is adding more & more work

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

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

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

N/A

Project 2 Name/Number Placerita Jr. High School
 Project Description Landscape, Irrigating, Fencing & Grading
 Approximate Construction Date From: 9/14 To: 10/14
 Agency Name: William S. Hart High School District
 Contact Person: Michael Otarka Telephone: 661-752-5740 x 274
 Address: 21380 Centre Point Parkway, Santa Clarita, CA
 Original Contract Amount: \$ 1,150,100⁰⁰ Final Contract Amount: \$ 1,150,100⁰⁰

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

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one. Yes No

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

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

N/A

Project 3 Name/Number

Ana Verde School

Project Description

Landscape, Irrigation, D.G. + Grading

Approximate Construction Dates

From: 3/2014 To: 3/2014

Agency Name:

Interstex for the City of Palmdale

Contact Person:

Bob Lyons

Telephone:

661-702-2254

Address:

28338 Constellation Rd, Ste 900, Valencia 91355

Original Contract Amount: \$

407,518

Final Contract Amount: \$

407,518

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

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

N/A

Project 4 Name/Number City of Moorpark LMD mgmt 15,20
Project Description Weekly maintenance +22
Approximate Construction Dates From: 2014 To: ongoing
Agency Name: City of Moorpark
Contact Person: Alan Walter Telephone: 805 517 6360
Address: 799 Moorpark Ave., Moorpark CA 93021
Original Contract Amount \$ 41,361⁷⁵/mo Final Contract Amount: \$ ongoing
If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

N/A

Project 5 Name/Number LACWM - mgmt 1
Project Description Weed & Brush removal
Approximate Construction Dates From: 7/08 To: present
Agency Name: LACWM
Contact Person: Isaac Meshreky Telephone: (310) 317-1373
Address: per Season
Original Contract Amount: \$ 38,000 Final Contract Amount: \$ ongoing
If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

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

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

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

N/A

Project 6 Name/Number LA County Fire Department

Project Description Landscape weed abatement

Approximate Construction Dates From: 7/08 To: present

Agency Name: LA County Fire Department

Contact Person: Mike Neuzal Telephone: 818 890 5760

Address: 1320 N. Eastern Ave, LA CA

Original Contract Amount: \$ 50,000 per season Final Contract Amount: \$ on going

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

N/A

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

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

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

N/A

Ken Aldrich
General Manager



Oakridge Landscape, Inc.

Ken Aldrich has 32 years of experience in Southern California's Landscape Architecture, Master Planned Community, Landscape Maintenance, and Landscape Construction disciplines. His well-rounded resume enhances Oakridge Landscape's ability to provide a Consultant Services Package that understands the intricacies of the Green Industry. As an integral part of Amenity Construction of the Valencia Master Plan Community in the Santa Clarita Valley, he has had the opportunity to manage the design, implementation, and maintenance of many of Valencia's public parks, medians/parkways, local/areawide LMDs, and large home builder landscape projects. He has a history of working collaboratively with public agencies, consultants and home builders.

Experience

Public Park – Construction

- Northbridge County Park, Valencia
- Chesbrough County Park, Valencia
- Valencia Heritage Park, Valencia
- Summit Park, Valencia
- Bridgeport Park, Valencia
- River Village Park, Valencia
- Golden Valley Park, Valencia
- Windrow Park, Oxnard

Maintenance District – Construction

- Bridgeport, Valencia
- Westridge, Valencia
- Westcreek, Valencia
- Living Smart, Moorpark

Public Park and LMD – Maintenance

- Valencia Area Wide #1, Valencia
- Whittier Narrow Park, LA County
- Bonelli Park, LA County
- Rowland Heights Park, LA County
- City of La Cañada Flintridge Parks
- Zone 73, 74, 75 Westridge, LA County
- One 68,69 Westcreek, LA County
- Zone 78, 79 Old Road Area Wide, LA County

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

**DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]**

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
		N/A			

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name Dakridge Landscape, Inc

	Current Year of Record	2015	2014	2013	2012	2011	Total
Number of contracts	346	363	307	359	363	368	2106
Total dollar amount of contracts (in thousands of dollars)	16,387	21,109	21,882	29,068	17,837	13,252	110,435
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	1	2	2	0	5

Number of lost workday cases involving permanent transfer to another job or termination of employment

0 0 0 0 0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: [Signature] Signature: _____
 Title: President Title: _____
 Date: 10/5/14 Date: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Moorpark ("Public Agency"), has issued an invitation for Bids for the Work described as follows: Tierra Rejada Streetscape Revitalization Phase 1

WHEREAS Oakridge Landscape, Inc.
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and SureTec Insurance Company:
3033 5th Avenue, Suite 300, San Diego, CA 92103
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____
10% of the Total Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 5th, 2016

"Principal"

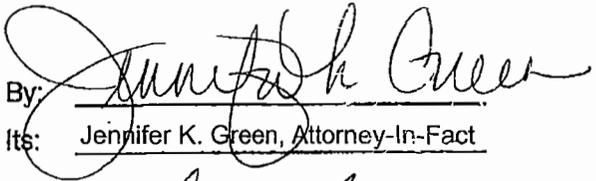
Oakridge Landscape, Inc.
28064 Avenue Stanford, Unit K, Valencia, CA 91355

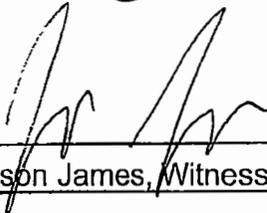
By: 
Its: President

By: _____
Its: _____

"Surety"

SureTec Insurance Company
3033 5th Avenue, STE 300, San Diego, CA 92103

By: 
Its: Jennifer K. Green, Attorney-In-Fact

By: 
Its: Jason James, Witness

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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

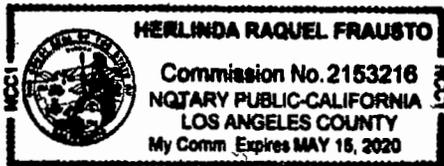
County of Los Angeles

Bid Bond No.: N/A

On October 5th, 2016 before me, **Herlinda Raquel Frausto, Notary Public**, personally appeared Jennifer K. Green, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Herlinda Raquel Frausto
Herlinda Raquel Frausto, Notary Public

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer K. Green

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

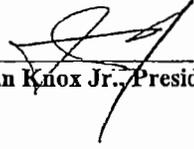
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 5th day of May, A.D. 2014

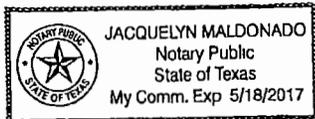
SURETEC INSURANCE COMPANY

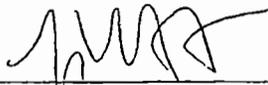
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



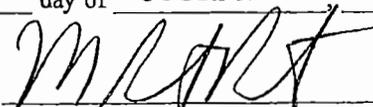
On this 5th day of May, A.D. 2014 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of October, 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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 Los Angeles)
On Oct. 5, 2016 before me, Susan L Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Myers
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: _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

In accordance with Public Contract Code Section 7106, the undersigned declares:

I am the President of Oakridge Landscaping, Inc. the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/5/16 [date], at Valencia [city], CA [state].

Signature: [Signature]
Printed Name: Jelly Myers
Date: 10/5/16

Signature: _____
Printed Name: _____
Date: _____

This form must be notarized.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 5 day of Oct., 2016
 by Jeffrey Myers
 (1) _____
 (and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.
 Signature Susan L. Meza
 Signature of Notary Public

Seal
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: _____

ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: Oakridge Landscape, Inc.

The Bidder shall signify receipt of all Addenda here, if any.

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature [Handwritten Signature]
 Printed Name: Jeffrey Myers
 Date: 10/5/16

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

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

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

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

Approved by Contractor: 
Title president
Date 10/5/14

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: President Date: 10/5/14

**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 10/5/16

Printed Name Jedrey Myers

Company Oakridge Landscape, Inc

Title President

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

OAKRIDGE LANDSCAPE, INC.

FILE NUMBER: C2246615
FORMATION DATE: 06/28/2001
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of ~~June 27, 2016~~

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State



**State of California
Secretary of State**

S

E-J62146

FILED

In the office of the Secretary of
State of the State of California

Feb - 10 2012

This Space For Filing Use Only

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

C2246615
OAKRIDGE LANDSCAPE, INC.

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P O Boxes)

2 STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
28064 AVENUE STANFORD #K	VALENCIA	CA	91355
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
28064 AVENUE STANFORD #K	VALENCIA	CA	91355
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
JEFFREY EARL MYERS	25730 SAND CANYON ROAD	CANYON COUNTRY, CA		91387
6 SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
DENISE BARBARA MYERS	25730 SAND CANYON ROAD	CANYON COUNTRY, CA		91387
7 CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
JEFFREY EARL MYERS	25730 SAND CANYON ROAD	CANYON COUNTRY, CA		91387

Names and Complete Addresses of All Directors, Including Directors Who Are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8 NAME	ADDRESS	CITY	STATE	ZIP CODE
JEFFREY EARL MYERS	25730 SAND CANYON ROAD	CANYON COUNTRY, CA		91387
9 NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank)

12 NAME OF AGENT FOR SERVICE OF PROCESS			
JEFFREY EARL MYERS			
13 STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
25730 SAND CANYON ROAD	VALENCIA, CA		91387

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
LANDSCAPE CONTRACTOR

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

02/10/2012 SUSAN LOUISE MEZA OFFICE MANAGER
DATE TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM TITLE SIGNATURE

**WAIVER OF NOTICE AND CONSENT TO HOLDING
OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS OF
OAKRIDGE LANDSCAPE, INC.**

Pursuant to the Bylaws of this corporation and the California Corporations Code, the undersigned, being all of the duly elected directors of the corporation, desiring to hold an annual meeting of the Board of Directors for the purpose of conducting the affairs of the corporation described below, do hereby waive notice and consent to the holding of this meeting, at the time, on the day and at the place set forth as follows:

TIME: 10:00 a.m.
DATE: March 31, 2016
PLACE: 8618 Haskell Avenue
North Hills, CA 91343

Said meeting is to be held to elect the corporation's officers, to review reports of the operations, to discuss the general business and financial status of the corporation; and, to transact such other business as may be germane and is properly brought before said meeting.

We do further agree that any business transacted at this meeting shall be valid and legal, and of the same force and effect as though this meeting was called and held after notice had been duly given.

This Waiver of Notice and Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one

and the same instrument. This Waiver of Notice and Consent shall be filed in the minute book of this corporation and become a part of the records of this corporation.

Dated March 31, 2016



JEFFREY E. MYERS
Director



DENISE MYERS,
Director

**MINUTES OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS OF
OAKRIDGE LANDSCAPE, INC.**

The undersigned, being all of the directors of the corporation, by their signatures on the Waiver of Notice and Consent, or on a counterpart thereof, hereby adopt the following resolutions on behalf of the corporation, pursuant to the Bylaws of the corporation and the California Corporations Code, at the time, on the day and at the place set forth as follows:

TIME: 10:00 a.m.
DATE: March 31, 2016
PLACE: 8618 Haskell Avenue
North Hills, CA 91343

There were present at the meeting the following directors, constituting a quorum of the full board:

JEFFREY E. MYERS
DENISE MYERS

There were absent:

NONE

The following individuals also were present at the meeting:

VICTOR VALLE

The annual meeting of the board of directors was called to order at 10:00 a.m. at the principal office of the corporation. JEFFREY E. MYERS was elected to Chair the meeting, and DENISE MYERS was elected as Secretary of the meeting.

WAIVER

The Chair called the meeting to order and announced that the meeting was held pursuant to a written Waiver of Notice and Consent signed by all of the directors of the corporation. Such Waiver of Notice and Consent was presented to the meeting, and upon a motion duly made, seconded and unanimously carried, was made a part of the records of the meeting, ordered inserted in the minute book and now precedes the minutes of this meeting in the minute book of the corporation.

LAST MEETING

The minutes of the meeting of the board of directors, last held on March 31, 2015, were read to those present. There being no objections or modifications thereto, the same were unanimously approved.

DISCUSSION

This regular annual meeting of the board of directors is being held immediately following the adjournment of the annual meeting of the shareholders. The Secretary reported that all of the directors had been reelected at the shareholder's meeting just adjourned. Financial statements of the corporation, copies of which had previously

been sent to the directors, were discussed, and the President reviewed with the directors the current operations of the corporation.

RESOLUTIONS

ELECTION OF OFFICERS

The meeting then proceeded to the election of officers of the corporation. The Chair stated that, in accordance with the Bylaws of this corporation, the Board of Directors should nominate and elect the officers for the ensuing year. There was a discussion of the election of officers for the coming year.

The following persons were nominated for and, upon motion duly made, seconded and unanimously carried, elected to the offices indicated before their names to serve until the next annual meeting of the board of directors, or until their successors are elected and qualified:

President:	JEFFREY E. MYERS
Vice President:	DENISE MYERS
Secretary:	DENISE MYERS
Chief Financial Officer:	JEFFREY E. MYERS

Upon motion duly made, seconded and unanimously carried, the following resolutions were adopted:

RESOLVED, that for purposes of giving any reports or executing any documents requiring the signature of the "Treasurer," the Chief Financial Officer is deemed to be also the Treasurer of this corporation.

RESOLVED FURTHER, that the President of this corporation is authorized, until otherwise ordered, to enter into, execute and deliver in the name and on behalf of this corporation, any contract, agreement, conveyance or any other instrument that may be deemed necessary and proper for the business of the corporation, without further act or resolution of this board of directors, and that the Secretary is authorized and directed to attach the corporate seal by her signature.

RESOLVED FURTHER, that the duty of the President is to look after all matters pertaining to the management of this business: to see that each and every department is brought up to its highest efficiency, with full power to transact any and all business pertaining to the affairs of this corporation; to make and sign all contracts with employees, selling agencies, salespeople and others, and all such other contracts which may be necessary for conducting the affairs of this corporation from time to time, to look after every detail pertaining to this business through its employees; to confer and advise with the other executive officers on all important matters, whenever it is practical to do so, and whenever the other executive officers are readily accessible for such conference. All employees will be subject to the direction of the President and will be responsible to the President. The President in turn will be subject to the acts of the board of directors, making the reports as he may be called on to render at any time, offering the suggestions to the board of directors as in his judgment will be for the betterment of the business.

DISTRIBUTIONS

There was a discussion of the payment of distributions by the corporation. Upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that in view of the current operating results of the corporation and the needs of the corporation for working capital and its contemplated capital expenditures, no distributions shall be declared or paid with respect to the stock of the corporation for the fiscal year ended December 31, 2015.

CORPORATE FILINGS

The meeting then proceeded to the discussion of corporate filings. After discussion and upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that any officer of this corporation be, and each of them hereby is, authorized and directed to prepare, or cause to be prepared, and file, or cause to be filed, such documents, statements, applications and tax returns as may be necessary or appropriate to continue the business of this corporation.

RESOLVED FURTHER, that any officer of this corporation is authorized and directed to make such filings and applications, including, but not limited to, the "Statement By Domestic Stock Corporation" required by Section 1502 of the California General Corporation Law, and to

execute and deliver such documents and instruments, file such certificates or reports, and to do such acts and things as such officer deems necessary or appropriate in order to obtain such licenses, authorizations and permits as are necessary or desirable for the conduct of the corporation's business or to fulfill such legal requirements as are applicable to this corporation or its business as may be required by law to be filed in any state, or in any territory or dependency of the United States, or in any foreign country, in which the officers will find it necessary to file them to authorize the corporation to transact business in that state, territory, dependency or foreign country.

COMPENSATION

The next matter to come before the board of directors was the consideration of the payment of compensation to the officers of the corporation for services that each has rendered to OAKRIDGE LANDSCAPE, INC. After discussion, upon motion duly made, seconded and unanimously carried, the following resolutions were adopted:

NOW THEREFORE, BE IT RESOLVED, that the compensation, including any bonuses, paid to the senior officers as appears on the books, records and tax returns of the corporation in the aggregate amount of \$238,855.00 is hereby reviewed, approved, ratified and deemed consistent with the terms and conditions of their employment.

RESOLVED FURTHER, that if compensation payments made to an officer of the corporation shall be disallowed in whole or in part as a

deductible expense for federal income tax purposes, that payment shall be reimbursed by such officer to the corporation to the full extent of the disallowance. It shall be the duty of the board of directors to enforce payment of each such amount disallowed.

The next matter to come before the board of directors was the consideration of the payment of compensation to the officers of the corporation for services that each shall perform for OAKRIDGE LANDSCAPE, INC .for the upcoming fiscal year. After discussion, upon motion duly made, seconded and unanimously carried, the following resolutions were adopted:

WHEREAS, there has been presented to and considered at this meeting a proposal for the payment of compensation to the officers of the corporation; and

WHEREAS, the adoption of said proposal appears to be in the best interests of this corporation;

NOW THEREFORE, BE IT RESOLVED, that the salary paid to the senior officers for the upcoming fiscal year be in an amount not to exceed \$350,000.00, plus additional compensation in the form of a bonus to be later declared, to be paid in no particular monthly amounts, when and as funds become available.

RATIFICATION

The Chair reviewed the progress, operations and activities of the corporation for the previous year, reported on its financial condition and presented the financial statements for said previous year, a copy of which is on file with the corporation and by

this reference made a part hereof; reported that the board of directors knows of no facts which would subject the corporation to any tort liability; and then proposed and requested that the board of directors ratify those previous actions of the officers of the corporation. Upon motion duly made and seconded, the following resolutions were adopted unanimously:

RESOLVED, that all the acts and actions, conduct and effects taken by the officers of this corporation since the proceedings of the last meeting of the Board of Directors are hereby ratified, approved and adopted in all respects, however, for only those actions which were undertaken for the direct benefit of the corporation and not otherwise.

OMNIBUS RESOLUTIONS

RESOLVED, that the proper officers of this corporation are authorized and directed in behalf of the corporation and under its corporate seal, to make and file the certificate or report as may be required by law to be filed in any state, or in any territory or dependency of the United States, or in any foreign country, in which the officers will find it necessary to file them to authorize the corporation to transact business in that state, territory, dependency or foreign country.

RESOLVED, that the officers of this corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as

said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this corporation as if such execution was authorized by the board of directors in advance.

RESOLVED FURTHER, that the board of directors have authorized the President and the President shall indemnify all officers, directors, agents and employees for actions taken in the last fiscal year in accordance with the following:

The corporation shall, to the maximum extent permitted by the California General Corporation Law, have power to indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation, and shall have power to advance to each such agent expenses incurred by defending any such proceeding to the maximum extent permitted by that law. For purposes of this resolution, an "agent" of the corporation includes any person who is or was a director, officer, employee or other agent of the corporation, or is or

was serving at the request of the corporation as a director,
officer, employee or agent of another corporation,
partnership, joint venture, trust or other enterprise, or was a
director, officer, employee or agent of a corporation which
was a predecessor corporation of the corporation or of
another enterprise serving at the request of such
predecessor corporation.

FURTHER RESOLVED, that the Secretary of the corporation be
and is hereby directed to certify these resolutions and deliver certified
copies thereof to support the authority of the above officers to act for and
on behalf of the corporation.

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ADJOURNMENT

There being no further business to come before the meeting at this time, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.



DENISE MYERS,
Secretary

ATTEST:



JEFFREY E. MYERS,
Chair

CERTIFICATE OF SECRETARY

I, DENISE MYERS, the duly elected, qualified, and acting Secretary of OAKRIDGE LANDSCAPE, INC., a duly organized and qualified California corporation, hereby certify that attached hereto is a true, full and correct copy of the resolutions of the board of directors of the corporation adopted on March 31, 2016, and that the same have not been amended, rescinded or revoked and remain in full force and effect without modification on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of said corporation on March 31, 2016, at North Hills, California.


DENISE MYERS,
Secretary

Exhibit C



**CITY OF MOORPARK
CONTRACT DOCUMENTS**

FOR

**TIERRA REJADA STREETScape REVITALIZATION
PROJECT – PHASE 1**

IDENTIFICATION NO. P&R – 2016-2

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**NOTICE INVITING BIDS
FOR**

Tierra Rejada Streetscape Revitalization Phase 1 [the "Project"]

Identification number: P&R – 2016 - 2

NOTICE IS HEREBY GIVEN that the City of Moorpark, California ("City") invites sealed Bids for the Project.

MANDATORY PRE-BID MEETING AND SITE VISIT. A mandatory pre-bid meeting will be held on September 22, 2016 at 1:30 p.m. at Tierra Rejada Park (Mountain Meadow Drive parking lot located at southwest corner of Mountain Meadow Drive and Tierra Rejada Road), followed by a mandatory site visit. Every Bidder is required to attend the pre-bid meeting and Project site visit. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class C-27 Contractor's license issued by the California State Contractors License Board at the time of the Bid submission. Additionally, each Bidder must have possessed a valid Class C-27 Contractor's license continuously for the prior five (5) years. The successful Contractor must also possess a current City business license.

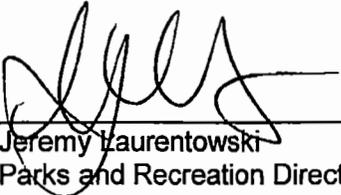
RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and

expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than five (5) Days before the Bid submission deadline. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Liquidated damages shall accrue in the amount of \$250 for each Day that Work remains incomplete beyond the Project completion deadline specified in the Contract Documents.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: 
Jeremy Laurentowski
Parks and Recreation Director

9/13/16
Date

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. The Bid shall be enclosed in a sealed envelope bearing the Bidder's name and the Project name and identification number as described in the Notice Inviting Bids.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The City may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

ADDITIVE OR DEDUCTIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). **Contractor shall self-perform not less than fifty percent (50%) of the Work, as determined by the percentage of Work to be performed by listed Subcontractors.**

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City a written request for an interpretation or correction not later than 96 hours prior to the Bid submission deadline. Requests for clarification received after the 96 hour deadline will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic

requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed, Signed and Notarized Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Subcontractor Designation Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form
- _____ Signed and Notarized Noncollusion Declaration Form
- _____ Completed and Signed Addenda Acknowledgement Form
- _____ Signed Environmental, Health and Safety Standards Compliance Form
- _____ Signed Workers' Compensation Insurance Certificate
- _____ Completed and Signed Agreement to Comply with California Labor Law Requirements Form
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

CITY OF MOORPARK

TIERRA REJADA STREETScape REVITALIZATION PHASE 1

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MOORPARK:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Moorpark to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of five (5) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

CITY OF MOORPARK
BID SHEETS FOR
TIERRA REJADA STREETScape REVITALIZATION PHASE 1

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Parks and Recreation Director, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	AMOUNT
1.	Demolition / Construction / Irrigation / Planting	LS	\$
TOTAL BASE AMOUNT			\$ _____ —

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): _____
- (11) Number of years experience the company has as a contractor in construction work: _____
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

(20) List the last three (3) projects you have worked on or are currently working on for the City of Moorpark:

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me: _____

Signature: _____

Signature: _____

Title: _____

This ____ day of _____, 20____

Date: _____

Title: _____

Signature: _____

Signature: _____

Title: _____

Date: _____

(SEAL)

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates **From:** _____ **To:** _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

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

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

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

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2015	2014	2013	2012	2011	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Moorpark ("Public Agency"), has issued an invitation for Bids for the Work described as follows: Tierra Rejada Streetscape Revitalization Phase 1

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

In accordance with Public Contract Code Section 7106, the undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

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

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

This form must be notarized.

ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: _____

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

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

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

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

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

Approved by Contractor: _____

Title

Date _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

By _____

Title: _____

Date: _____

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

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

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

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding Owner ("Owner") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to Owner, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
3. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform Owner of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
5. Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Signature _____

Date _____

Printed Name _____

Company _____

Title _____

SAMPLE CONTRACT

AGREEMENT BETWEEN THE CITY OF MOORPARK AND _____, FOR TIERRA REJADA STREETScape REVITALIZATION PHASE 1

THIS AGREEMENT, executed as of this ____ day of _____, 2016, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to Tierra Rejada Streetscape Revitalization Phase 1; 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, on _____, 2016, the City Council of the City of Moorpark authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

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

1. TERM

The term of the Agreement shall be from the date the date of City Council approval on _____, 2016 until completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended consistent with Section 6 of this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to Tierra Rejada Streetscape Revitalization Phase 1, as set forth in Exhibit B: Contractor's Bid Proposal, dated XXXXX, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit C. Where said Scope of Services as set forth in Exhibit B and Exhibit C is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B and Exhibit C. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total value of XXXXXX dollars (\$XXXXXX) as stated in Exhibit B, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply, 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 [CONTRACTOR'S DESIGNEE], and no other individual may be substituted without the prior written approval of the City Manager.

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

5. PAYMENT

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

Contractor shall not be compensated for any additional 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 this Agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

-

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

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of two hundred fifty dollars (\$250.00)

per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

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

14. ANTI DISCRIMINATION

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. CONFLICT OF INTEREST

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

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

18. NOTICE

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

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

To: CONTRACTOR
COMPANY NAME
ADDRESS
CITY, STATE ZIP CODE

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

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and

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

23. ENTIRE AGREEMENT

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

24. CAPTIONS OR HEADINGS

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

25. AMENDMENTS

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

26. TIME OF COMPLETION

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

27. PRECEDENCE

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

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

CONTRACTOR

Steven Kueny, City Manager

SIGNATORY, TITLE

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

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.

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.

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.

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 prior to 1992. 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.

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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 require 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.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note. This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located

provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

PLEASE PROVIDE CONTACT INFORMATION FOR THE SURETY AND THE BROKER IN THE SPACE PROVIDED BELOW

SURETY – Contact Information

BROKER – Contact Information

Attn. _____

Attn: _____

Address: _____

Address: _____

City State Zip _____

City State Zip _____

Phone #: _____

Phone# _____

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed and notarized copies of the Contract
- _____ Payment Bond in amount of the Contract
- _____ Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amount of one million dollars (\$1,000,000), naming the City as a co-insured
- _____ Automobile insurance certificate in the amount of one million dollars (\$1,000,000), naming the City as a co-insured
- _____ General aggregate insurance certificate in the amount of two million dollars (\$2,000,000), naming the City as a co-insured
- _____ Copy of City business license
- _____ Additional insured endorsement (ongoing and completed operations) – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability (if applicable)

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The Work described herein shall be done in accordance with the provisions of the 2015 edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City, except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications. The Special Provisions will be numbered as Sections 700 through 799. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Moorpark.

Board – The City Council of the City of Moorpark.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the General Provisions.

County – County of Ventura, California

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

SECTION 2. SCOPE AND CONTROL OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 2 of the Standard Specifications.

2-2 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

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2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

Before acceptance of the Project, the Contractor shall submit a warranty or maintenance Bond that is valid for one year from date of recordation of Notice of Completion by the County Recorder, in the amount of one hundred percent (100%) of the Contract Price. In lieu of the warranty or maintenance Bond, Contractor may submit proof from the Surety that the performance Bond has been extended for the appropriate duration of time. Other than the details listed herein, the warranty or maintenance Bond shall adhere to the requirements for Bonds in Section 2-4 of the Standard Specifications. Nothing herein shall abridge or amend Section 6-8.3 of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

In addition to the requirements under Section 2-5.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

2-5.2 Precedence of the Contract Documents

With regard to Section 2-5.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.

3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

2-7 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-9 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-10 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

SECTION 3. CHANGES IN WORK

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications.

3-2 CHANGES INITIATED BY THE AGENCY

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

3-3 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City.

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-1.1 Test of Materials

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and

the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City. All requests for substitution shall be submitted, together with all documentation necessary for the City to determine equivalence, no later than five (5) Days before the Bid submission deadline, unless a different deadline is listed in the Special Provisions.

SECTION 5 UTILITIES

The provisions below shall supplement but not replace those provisions in Section 5 of the Standard Specifications.

5-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

5-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

5-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

5-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

5-7 NOTIFICATION

The Contractor shall notify the City and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY ENGINEER
(805) 517-6255

TIME WARNER
(888) 892-2253

TRAFFIC ENGINEER
(805) 517-6285

AT & T
(800) 310-2355

CITY POLICE DEPARTMENT
(805) 532-2700

UNDERGROUND SERVICE ALERT
1-800-422-4133

CALIFORNIA HIGHWAY PATROL
(805) 553-0800

UNION PACIFIC RAILROAD CO
(800) 336-9193

MOORPARK TRANSIT DIVISION
(805) 517-6257

MOORPARK UNIFIED SCHOOL DIST
(805) 378-6300

VENTURA COUNTY WATERWORKS
DISTRICT NO 1
(805) 378-3000

VENTURA COUNTY FIRE PROTECTION DISTRICT
(805) 389-9710

CALLEGUAS MUNICIPAL WATER
DISTRICT
(805) 526-9323

U S POST OFFICE
(805) 529-3596

SO CALIFORNIA EDISON COMPANY
(800) 655-4555

WASTE MGMT/GI RUBBISH
(805) 522-9400

THE GAS COMPANY
(800) 427-2200

ANDERSON RUBBISH
(805) 526-1919

MED TRANS AMBULANCE
(805) 495-4668

CALTRANS
(805) 653-2584

SUNESYS
California Sales / Operations
(951) 278-0400

SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the City for review and approval. The Contractor shall make revisions as required by the City. The schedule must account for all subcontract work, as well as the

work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

6-1.1.1 Pre-Construction Meeting

Approximately ten (10) Days before the commencement of Work at the site, a pre-construction meeting will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City for approval a minimum of two (2) Working Days before the pre-construction meeting. Unless previously submitted to the City, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.

- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE*

In addition to the reasons for termination listed in Section 6-5 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-6 *DELAYS AND EXTENSIONS OF TIME*

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-6.1 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be

limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-6.2 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 *COMPLETION, ACCEPTANCE AND WARRANTY*

The Contractor shall complete all Work under the Contract within fifteen (15) Working Days from the Notice to Proceed. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

6-8.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 7-8 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the City:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All "as-builts";
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 2-4 of these General Provisions; and
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days notice for final inspection. Such notice shall be submitted to the City in writing.

6-8.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 6-8.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City, and the City has certified such completion in accordance with Section 6-8.1 of the Standard Specifications.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

The first paragraph of Section 7-3.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-10.

The first sentence of Section 7-8.4.2 shall not be incorporated, and shall instead be replaced with the following:

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Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City.

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

The last paragraph of Subsection 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Section 7-12 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Otherwise, the provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

Noise levels shall be limited to a reasonable level, and shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2.1 Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

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7-2.2.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

7-2.2.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and

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(3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

7-2.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

7-2.5 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

7-2.6 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

7-2.7 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 7-2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

7-2.9 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its

officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 7-2 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 7-2.9 shall survive expiration or termination of the Contract.

7-3 LIABILITY INSURANCE

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 7-3 of the Standard Specifications, as modified below.

7-3.1.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

7-3.1.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

7-3.1.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

7-3.1.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the City's standard forms titled "Additional Insured Endorsement," copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the City's Risk Manager. In any case, the endorsements must specifically name the City of Moorpark and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds.

Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

7-3.1.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

7-4 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 7-3.1 of the Standard Specifications.

7-4.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Civil Code Exception

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

7-4.3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.4 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.5 Survival.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

7-8 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

7-10 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

7-10.2 Haul routes

Subsection 7-10.3 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

7-10.5.3 Steel Plate Covers

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

7-15 RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications as follows:

7-15.1 Construction and Demolition Ordinance

The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all demolition and city-sponsored projects, regardless of cost; new construction projects valued over \$500,000; or renovation projects valued over \$100,000 to divert a minimum of 65% of material generated during the project from disposal in a landfill (through reuse or recycling). The City has created a Construction and Demolition Materials Management Plan (C&DMMP) form to assist applicants to meet these diversion requirements. You will be required to submit a Diversion Security Deposit of 3% of the project valuation to the City to ensure compliance with the ordinance. The deposit will be returned upon verification that you met the 65% diversion requirement. Also, a one-time fee for staff time associated with processing your C&D plan will be charged. You have two options to meet this requirement. You may use one of the City's franchised haulers (Waste Management or Moorpark Rubbish Disposal, dependent upon the location of the project) who can provide temporary bins and will dispose of your waste at a city authorized facility. Or you may self-haul your waste to a city authorized certified C&D processing facility. If you self-haul your waste you must use proper hauling vehicles and bins **owned by your company** and those vehicles must be **driven by your employees**. Please remember that because this project is a prevailing wage project, the driver of the self-haul vehicle will need to be paid a prevailing wage rate for driving the C&D materials to the authorized facility. **You will need to submit itemized weigh tickets from each facility documenting your C&D recycling and disposal that indicates the weight and type of material recycled or disposed.** These weigh tickets will need to be turned in to the Solid Waste Division and verified **prior to final payment release** for the job and refund of your C&D diversion security deposit. If diversion requirements are not met, the City will retain the deposit. Please contact the Solid Waste Division at 805-517-6257 with questions about the C&D ordinance or about how to obtain the forms and documentation requirements.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

SECTION 9. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 9 of the Standard Specifications.

9-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City.

9-3 PAYMENT

9-3.1 General

In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

9-3.2 Partial and Final Payment

9-3.2.1 Monthly Closure Date and Invoice Date

In accordance with Section 9-3.2 of the Standard Specifications, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City before the tenth (10th) Day of the following month for verification and payment consideration.

9-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

9-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 9-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not longer than the period permitted by Public Contract Code Section 7107.

9-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City, the City shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City shall check the quantities included therein and shall authorize a payment amount, which in the City's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the

Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

9-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

9-3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

9-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 9-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 9-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to

receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

9-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

9-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

9-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

9-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

9-4 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 9-4 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its

Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 10. ADDITIONAL TERMS

10-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

10-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

10-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 6-8.2 of the General Provisions, by written action of the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

10-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

10-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

10-8 WORKING DAYS AND HOURS

The Contractor shall do all Work between the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday. No Work will be allowed on Saturday, Sunday or City holidays, which are as follows: (see Appendix III).

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor

must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Article 1.5, and must then adhere to Article 1.5.

10-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

10-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-12 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

10-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 6-8.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court.

10-15 TIME

Time is of the essence in these Contract Documents.

10-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

10-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

10-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage

prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

APPENDIX I

Scope of Work Tierra Rejada Streetscape Revitalization Phase 1 Moorpark, California

This is intended to be a general scope of work for the project. The scope of work does not supersede information on the plans and drawings for the project. Any conflict between this scope of work, the plans, drawings, or other contract documents, those other documents will supersede this scope of work.

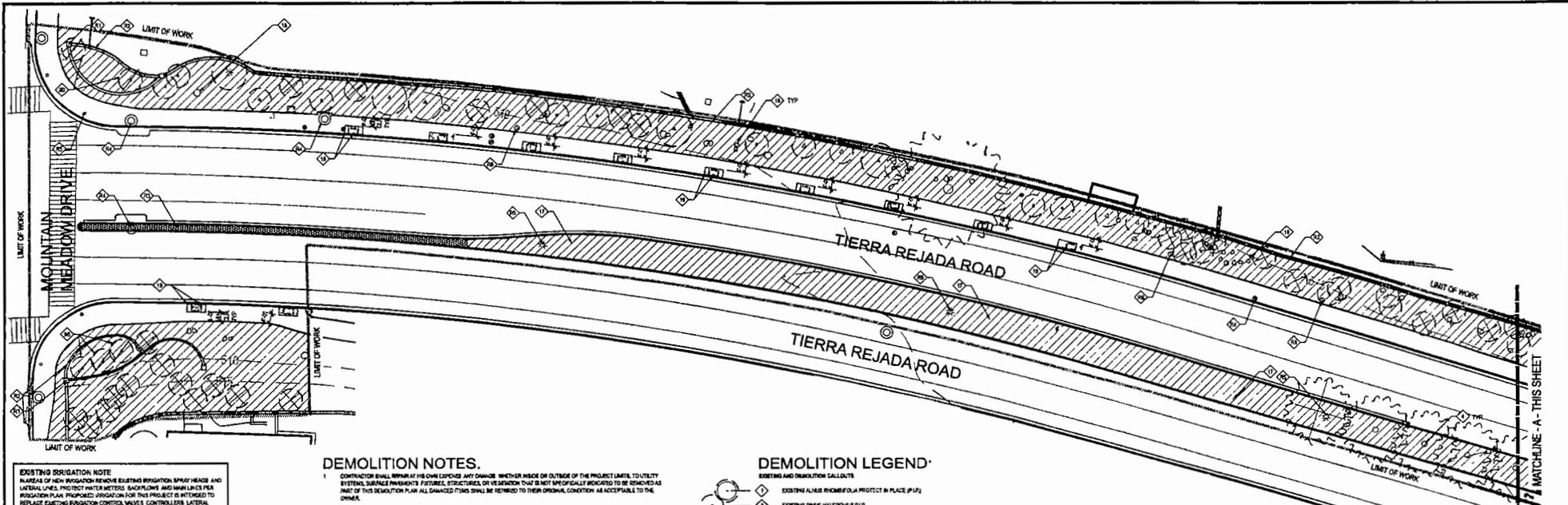
1. Provide all labor and materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations and improvements related to demolition, construction, irrigation and planting as detailed in the Landscape Architectural Construction Documents for Tierra Rejada Street, incorporated herein as Appendix II
2. Procure a no-fee encroachment permit for any lane closures on Tierra Rejada Road required to facilitate the work. Engineer-stamped traffic control plans will be required. All costs for traffic control plans to be borne by the contractor. Contact the Public Works Department at (805) 517-6255 for information on obtaining the encroachment permit.
3. It is Contractor's responsibility to comply with all applicable storm water and urban runoff permits, regulations, codes or laws. Contractor will be responsible for implementing a Stormwater Pollution Control Plan (SWPCP) and completing and maintaining all supporting documentation, as detailed in Appendix III. If there are questions, Contractor may contact the NPDES Coordinator in the Public Works Department at 805-517-6257.
4. Storage of equipment, supplies and materials shall only be allowed with prior written approval from the City. In the event the City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damage to its equipment, supplies and any injury that may arise to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property, whether storage is temporary or permanent. Contractor acknowledges that the Indemnification in the Agreement document applies to such storage.
5. 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.
6. 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.

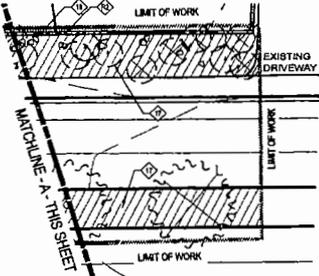
7. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the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

APPENDIX II

**LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS FOR
TIERRA REJADA STREETSCAPE REVITALIZATION – PHASE 1**



EXISTING IRRIGATION NOTE
 AREAS OF HIGH PRODUCTION REMOVE EXISTING IRRIGATION SPRAY HEADS AND LATERAL LINES. PROTECT WATER METERS, BACKFLOW AND MAN LINES PER IRRIGATION PLAN. PROPOSED IRRIGATION FOR THIS PROJECT IS INTENDED TO REPLACE EXISTING IRRIGATION CONTROL VALVES, CONTROL LINES, LATERAL PIPES, AND SPRAY HEADS. ALL REMOVED EXISTING CONTROL VALVES AND SPRAY HEADS SHALL BE DELIVERED TO THE CLIENT.



DEMOLITION NOTES.

1. CONTRACTOR SHALL BEWARE OF HIS OWN EXPOSURE ANY CHANGE, WHETHER INSIDE OR OUTSIDE OF THE PROJECT LIMITS, TO UTILITY SYSTEMS, SURFACE FINISHMENTS, FUTURE, STRUCTURES OR VEGETATION THAT IS NOT SPECIFICALLY INDICATED TO BE REMOVED AS PART OF THIS DEMOLITION PLAN. ALL CHANGED ITEMS SHALL BE REFERRED TO THEIR ORIGINAL CONDITION AS ACCEPTABLE TO THE OWNER.
2. EXCEPT FOR MATERIALS INDICATED TO BE SALVAGED AND RELOCATED ON SITE, ALL CLEARED MATERIALS SHALL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE REMOVED AND COMPOSED OF LEGALLY OFF-SITE. SEPARATE RECYCLABLE MATERIALS PROVIDED DURING SITE CLEARING FROM OTHER NONRECYCLABLE MATERIALS, SUCH AS METALS, SHALL BE SEPARATED AND TRANSPORTED TO RECYCLING FACILITIES.
3. THE CONTRACTOR IS TO SUBMIT PHOTOGRAPHS OR VIDEOS, SUFFICIENTLY DETAILED, OF EXISTING CONDITIONS OF TREES AND PLANTING, INCLUDING CONSTRUCTION AND SITE IMPROVEMENTS THAT MIGHT BE RECONSTRUCTED AS DAMAGE CAUSED BY SITE CLEARING.
4. THE CONTRACTOR IS TO SUBMIT RECORD DRAWINGS IDENTIFYING AND ACCURATELY LOCATING CAPPED UTILITIES AND OTHER SUBSURFACE STRUCTURAL, ELECTRICAL, AND MECHANICAL CONDITIONS.
5. LOCATE AND CLEARLY FLAG ALL TREES AND VEGETATION TO REMAIN OR BE RELOCATED.
6. PROVIDE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AEROSOLS DUE TO ADJACENT PROPERTIES AND NEIGHBORHOODS.
7. THE EXISTENCE OF UNDERGROUND UTILITY PIPES OR STRUCTURES SHALL BE OBTAINED BY THE AVAILABLE RECORDS BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO TAKE CLEARE PRECAUTIONARY MEASURES TO PROTECT UTILITY LINES NOT OF RECORD AND NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CALL THE UTILITY ADVISOR ALONG TWO WEEKS PRIOR TO STARTING ANY EXCAVATION WORK.
8. REMOVE BLANK AND PAVING AS INDICATED. MAINTAIN SAW CUT EXISTING PAVEMENT TO REMAIN BUT DOES REMOVING EXISTING PAVEMENT.

PROTECTION NOTES

1. REGARDING THE "SAFE ZONE" FOR EXISTING TREES, BEFORE BEGINNING ANY DEMOLITION OR CONSTRUCTION OPERATIONS, INSTALL A TEMPORARY PLASTIC OR WIRE FENCE AROUND ALL EXISTING TREES TO BE PROTECTED. IN PLACE THE FENCE SHALL BE INSTALLED AT A MINIMUM OF 10 FEET FROM THE TRUNK OR AS FAR AWAY FROM THE TRUNK AS POSSIBLE. PROTECTION BARRIER SHALL CONSIST OF 2' UPRIGHT HIGH PLASTIC OR WIRE FENCE STACED TO REMAIN STRAIGHT. ALL CONTRACTORS AND THEIR EQUIPMENT SHALL NOT BE ALLOWED INSIDE THIS "SAFE ZONE". NO SHALL BE ALLOWED TO STORE OR DUMP FUEL OR MATERIALS WITHIN THE AREA OR WORK OF ANY KIND, INCLUDING TRUCKS, SHALL BE ALLOWED WITHIN THE SAFE ZONE EXCEPT AS DESCRIBED BELOW. THE FENCING SHALL REMAIN AROUND EACH TREE TO BE SALVAGED UNTIL THE COMPLETION OF CONSTRUCTION OPERATIONS.
2. ALL ELEMENTS TO REMAIN SHALL BE PROTECTED FROM DAMAGE IN PLACE. ANY ITEMS OR MATERIALS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN KIND TO THE SATISFACTION OF THE OWNER.

CLEARING NOTES:

1. BEFORE ANY CONSTRUCTION OPERATIONS ARE INITIATED THE INDIVIDUAL TREES TO BE REMOVED SHALL BE CLEARLY TAGGED. THE ZONES NEARBY THE TREE CANOPY OF EXISTING TREES TO REMAIN SHALL BE PROTECTED AND ARE NOT TO BE USED FOR VEHICLE ACCESS OR STORAGE.
2. GRASS AND DEAD COVER PLANTS THAT ARE SCHEDULED FOR REMOVAL SHALL BE REMOVED COMPLETELY AND THOROUGHLY. ALL ROOTS THAT ARE OVER 2" IN DIAMETER SHALL BE CUT AND REMOVED TO 18" BELOW GRADE. UNUSUAL ALL ROOTS WITHIN THE TOP OF SOIL SURFACE SHALL BE REMOVED. DO NOT DISTURB ROOTS OF TREES TO REMAIN.
3. EXPOSED ROOTS OF EXISTING TREES TO REMAIN THAT ARE OVER 1" IN DIAMETER SHALL BE INSPECTED BY A CERTIFIED ARBORIST TO DETERMINE IF CUTTING OR BURCHING IS RECOMMENDED. ANY SUCH INDICATED ROOTS SHALL BE CUT CLEANLY WITH CLEAN SHARP PRUNING TOOLS AND NOT RIPPED, TORN, OR DISRUPTED.

DEMOLITION LEGEND:

- EXISTING AND DEMOLITION CALLOUTS**
- ◊ EXISTING ALUMINUM WINDOW/DOOR PROTECT IN PLACE (P.U.P.)
 - ◊ EXISTING FRINGE WALKWAYS P.U.P.
 - ◊ EXISTING METULA MANGRA P.U.P.
 - ◊ EXISTING PLATANUS BACALOSA P.U.P.
 - ◊ EXISTING CECROBIA DECIDUA P.U.P.
 - ◊ EXISTING QUERCUS AGROBOLIA P.U.P.
 - ◊ EXISTING PLATANUS ACERIFOLIA P.U.P.
 - ◊ EXISTING BODONIA BAMPURVENSIS P.U.P.
 - ◊ EXISTING METULA PENELOPE P.U.P.
 - ◊ EXISTING METULA PENELOPE TO BE REMOVED
 - ◊ EXISTING TREE STUMP
 - ◊ EXISTING BURFL MASS
 - ◊ REMOVE EXISTING LOW BRUSHES AND GROUND COVER, SEE THATCH REMOVAL NOTE.
 - ◊ EXISTING BOWLERS P.U.P.
 - ◊ MOOPLY EXISTING TREES WILL LAND REMOVE ALL BRANCHES, BARK CUT AND REMOVE CONCRETE TO DRIVE PLANTER AREA, SEE DETAIL B, SHEET L-3.
- REFERENCED BY OTHERS**
- ◻ EXISTING PLASTER OR STONE VENEER AND EXPOSED BRICK, PROTECT IN PLACE.
 - ◻ EXISTING WALLS PROTECT IN PLACE.
 - ◻ EXISTING STAMPED CONCRETE W/ RED POWER PATTERNS, PROTECT IN PLACE.
 - ◻ EXISTING UTILITIES, PROTECT IN PLACE.
 - ◻ EXISTING STREET LIGHT, PROTECT IN PLACE.
 - ◻ EXISTING VALVE LOCATIONS, RETRIEVE FOR IRRIGATION PLAN.

SOIL REMOVAL AND STOCKPILE NOTE
 REMOVE ALL EXISTING SOIL DOWN TO 12" BELOW ADJACENT HARDSCAPES AND MAKE WITHIN 18" PITCHES. THEN TRANSFER INTO A 1:1 SLOPE. IF WEATHERING TO JOINT EXISTING GRASS, CONTRACTOR SHALL REMOVE EXISTING TREES WITHOUT EXPOSING EXISTING ROOTS. SOIL GRADE NOT TO EXCEED 18" ORIGINAL BLOOM. REFER TO DETAIL C, SHEET L-3.

THATCH REMOVAL NOTE
 REMOVE ALL EXISTING GRASS COVERS AND THATCH DOWN TO BARE SOIL. NO ROOTS. THATCH OR BUILD UP TO ORIGINAL. CONTRACTOR TO VISUALLY INSPECT AREAS OF REMOVAL PRIOR TO BEGINNING.

MACHINE TRENCING NOTE
 ALL TRENCING AND EXCAVATION WITHIN THE DRAINAGE OF EXISTING TREES SHALL BE DONE BY HAND ONLY. UNLESS OTHERWISE NOTED OR APPROVED BY LANDSCAPE ARCHITECT OR CITY REPRESENTATIVE DO NOT CUT ANY TREE ROOTS 1" DIAMETER OR LARGER UNLESS APPROVED BY THE CITY.

SALVAGE NOTE
 CONTRACTOR SHALL COORDINATE WITH OWNER OR OWNER'S REPRESENTATIVE REGARDING REMOVAL, STORAGE AND RELOCATION OF ALL ITEMS INDICATED FOR SALVAGE. IF APPLICABLE CONTRACTOR SHALL REMOVE AND SALVAGE BROWARD EQUIPMENT SCHEDULED FOR REMOVAL, EXCEPT PAVING AND DELIVER TO CITY.

RED FESCUE REMOVAL NOTES

1. EXISTING RED FESCUE SCHEDULED FOR REMOVAL SHALL BE COMPLETELY AND THOROUGHLY RIPPED PRIOR TO REMOVAL USING THE FOLLOWING STEPS:
 - A. IRRIGATE THOROUGHLY USING EXISTING IRRIGATION SYSTEM AND KEEP AREA MOIST FOR 14 DAYS.
 - B. APPLY SYSTEMIC TYPE HERBICIDE (GRASS KILLER) FROM UP OR APPROVED EQUIVALENT ALL AREAS. APPLY MANUFACTURER'S INSTRUCTIONS THOROUGHLY. MOW ALL GRASS WITH HERBICIDE AND STOP ALL IRRIGATION.
 - C. AFTER 14 DAYS REMOVE DEAD GRASS MATERIAL AND THATCH DOWN TO BARE SOIL.
- REFER TO DETAIL C, SHEET L-3.

PLAN CROSS REFERENCES

FOR NOTES AND LEGENDS, SEE THIS SHEET FOR DETAILS, SEE SHEET L-2-2
 FOR CORRESPONDING CONSTRUCTION PLAN SEE SHEET L-2-1
 FOR CORRESPONDING IRRIGATION PLAN SEE SHEET L-3-1
 FOR CORRESPONDING PLANTING PLAN SEE SHEET L-4-1



ADD JOB # 1508-5



NO.	DESCRIPTION OF REVISION	P.C.E.	APPRO.	DATE
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DESIGNED BY GD	NAME, TITLE AND COMPANY SERVICES
DRAWN BY RCS	DATE
CHECKED BY JRC	DATE
APPROVED BY	DATE

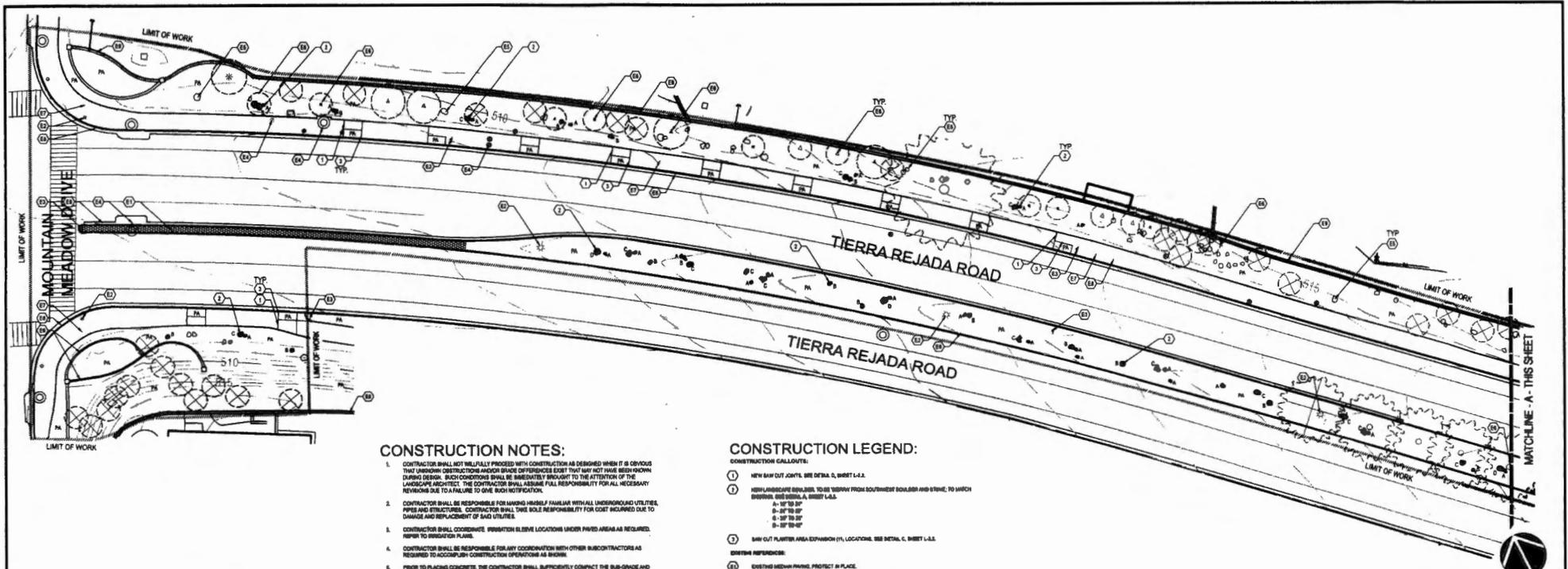


CITY OF MOORPARK
 PARKS RECREATION AND
 COMMUNITY SERVICES

DRAWING PERMIT NO.
ENGINEERING PROJECT NO.

TIERRA REJADA STREETScape
 MOORPARK, CA
DEMOLITION PLAN

SHEET	2
OF	12
DRAWING NO.	L-11



CONSTRUCTION NOTES:

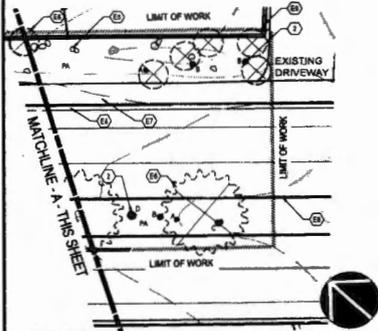
1. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO MAKE SUCH NOTIFICATION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
3. CONTRACTOR SHALL CONSIDERATIVE PREVENTION SLIPSE LOCATIONS UNDER PAVED AREAS AS REQUIRED. REFER TO IRRIGATION PLAN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION OPERATIONS AS SHOWN.
5. PRIOR TO PLACING CONCRETE, THE CONTRACTOR SHALL SUFFICIENTLY COMPACT THE SUB-GRADE AND PROVIDE SUBSURFACE PREPARATION PER SPECIFICATIONS.
6. CONCRETE SURFACES SHALL BE FORMED WITH LOW, SMOOTH GRADIENT TO REDUCE SPILL, ABRUPT EDGES AND SHARP TRANSITIONS.
7. ALL CURBS/RAILS SHALL, CURBS, HEADS/BOARDS, AND RAILS SHALL HAVE A CONTINUOUS SMOOTH CURVE WHERE APPLICABLE. ALL FORMS MUST BE PREPARED AND APPROVED PRIOR TO BEGINNING THAT PHASE OF WORK.

CONSTRUCTION LEGEND:

- CONSTRUCTION CALLOUTS:**
- ① NEW SAW CUT JOINTS. SEE DETAIL C, SHEET L-2.1.
 - ② NEW LANDSCAPE RESILIENT. SEE DETAIL FROM SOUTHWEST SHOULDER AND STRIKE, TO MATCH EXISTING. SEE DETAIL A, SHEET L-2.1.
 - a- 10" TO 15"
 - b- 15" TO 20"
 - c- 20" TO 25"
 - d- 25" TO 40"
 - ③ SAW CUT FLANTER AREA EXPANSION (1). LOCATIONS. SEE DETAIL C, SHEET L-2.1.
- EXISTING REFERENCES:**
- Ⓜ EXISTING MEDIAN PRISM. PROTECT IN PLACE.
 - Ⓝ EXISTING POLE MOUNT STREET LIGHT. PROTECT IN PLACE.
 - Ⓞ EXISTING STREET SIGN. PROTECT IN PLACE.
 - Ⓟ EXISTING UTILITY. PROTECT IN PLACE.
 - Ⓠ EXISTING LANDSCAPE BOLLARD. PROTECT FROM DAMAGE.
 - Ⓡ EXISTING TREE. PROTECT IN PLACE.
 - Ⓢ EXISTING CITY BORN/PL. PROTECT IN PLACE.
 - Ⓣ EXISTING CURB AND GUTTER. PROTECT IN PLACE.
 - Ⓤ EXISTING WALL. PROTECT IN PLACE.

SOIL STOCKPILE NOTE:
 STOCKPILED SOIL FROM CONSTRUCTION PHASE MAY BE USED FOR LANDSCAPE FILL. HAVE SURE ALL REPAID SOIL IS CLEAR OF DEBRIS. CLEAN ALL STOCK PILE AREAS AFTER COMPLETION.

EXISTING IRRIGATION NOTE:
 CONTRACTOR TO PROTECT EXISTING IRRIGATION SCHEDULED TO REMAIN. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AND SHALL BE COVERED AT CONTRACTORS EXPENSE.



Know what's below.
 Call before you dig.

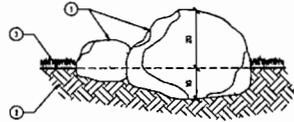
PLAN CROSS REFERENCES:

- FOR NOTES AND LEGENDS, SEE THIS SHEET
- FOR DETAILS, SEE SHEET L-2.2
- FOR CORRESPONDING DEMOLITION PLAN SEE SHEET L-1.1
- FOR CORRESPONDING IRRIGATION PLAN SEE SHEET L-3.1
- FOR CORRESPONDING PLANTING PLAN SEE SHEET L-4.1



ADD JOB # 1508-5

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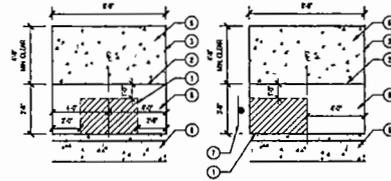


- LEGEND**
1. BOULDER FOR CONSTRUCTION PLAN. REFER AT LEAST TO 50% BOULDER DEPTH INTO SUB-GRADE AS SHOWN.
 2. NEW CONSTRUCTED SUBGRADE.
 3. FINISH GRADE.

NOTES

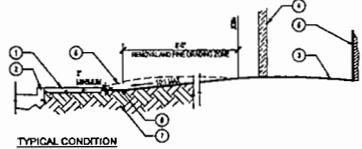
A. LANDSCAPE ARCHITECT TO APPROVE BOULDER AND SPILT LOCATIONS PRIOR TO INSTALLATION.

A LANDSCAPE BOULDER
SCALE 1" = 1'-0"



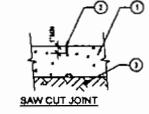
- LEGEND**
1. EXISTING TREE WELL AREA.
 2. NEW SAW CUT TREE WELL EXPANSION AREA.
 3. NEW SAW CUT FOR CONSTRUCTION PLAN.
 4. ADJACENT CURB.
 5. ADJACENT SIDEWALK.
 6. ADJACENT CURB AND OUTLET.
 7. ADJACENT DRIVE.
 8. BEST EXPOSED PLANTER AREA.
- NOTES**
- A. MAINTAIN 4'-0" MINIMUM CLEAR UNIFORM AT BASE OF PLANTER OF ADJACENT SIDEWALK.
- B. SUBSEQUENTLY APPROVALS CONTRACTOR TO FIELD VERIFY.
- C. PROTECT EXISTING PROSPECTOR LINES FOR FUTURE USE OF RETROFITTING IRRIGATION.

B EXISTING TREE WELL EXPANSION
SCALE 1/4" = 1'-0"



- LEGEND**
1. EXISTING SIDEWALK.
 2. EXISTING CURB AND OUTLET.
 3. PLANTER AREA.
 4. EXISTING TREE PROTECT IN PLACE. REFER TO TREE PROTECTION NOTES.
 5. EXISTING PAVILION.
 6. FINISH GRADE.
 7. UNDEVELOPED WASTE SOIL.
 8. EXISTING DRIVE AND SUB-GRAD.
- NOTES**
- A. NO MACHINERY DRIVING OR TRENCHING PERMITTED.
- B. PROTECT TREES AND ROOT SYSTEMS IN PLACE. UNLESS OTHERWISE NOTED.
- C. PROTECT EXISTING IRRIGATION LINES FOR FUTURE USE OF RETROFITTING IRRIGATION.

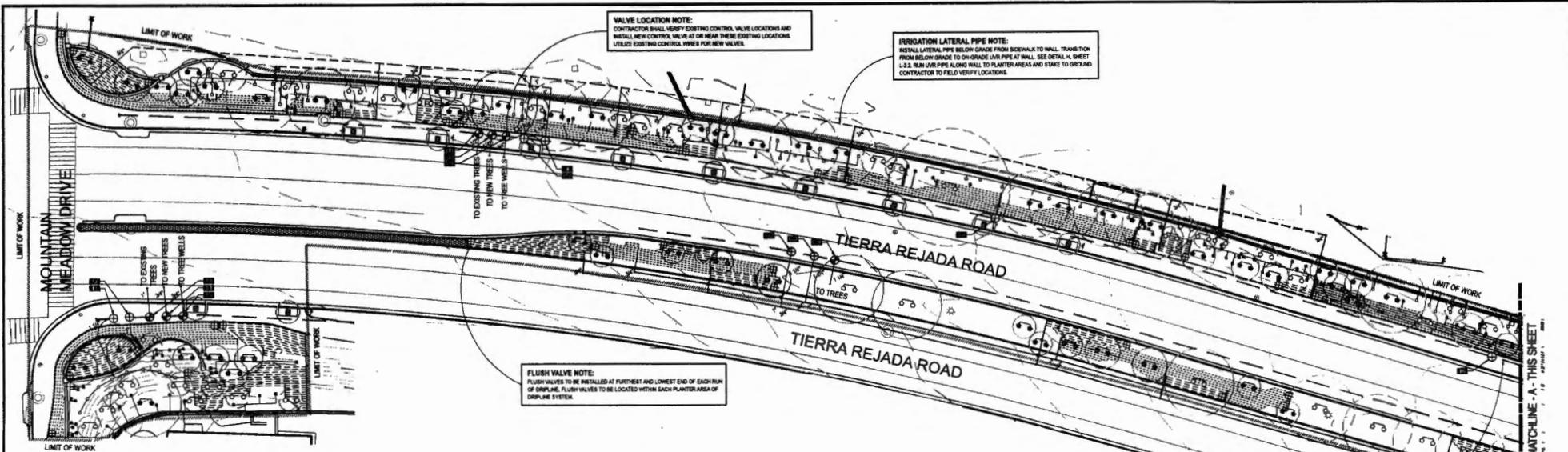
C THATCH REMOVAL / FINE GRADING
SCALE 1/4" = 1'-0"



- LEGEND**
1. CONCRETE FINISH PER PLAN.
 2. MACHINE SAW CUT JOINT.
 3. CONCRETE SUBGRADE PER SOILMECHANIST RECOMMENDATION.

D SAW CUT JOINTS
SCALE 1 1/2" = 1'-0"

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DESCRIPTION OF REVISION R.C.E. APP'D DATE																											



IRRIGATION NOTES:

- THIS SYSTEM IS DIAGNOSTIC. ALL PIPE, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE RE-INSTALLED IN PLANTER AREAS WHEREVER POSSIBLE.
- DO NOT INSTALL METERS, THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS UNLESS IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES EXIST AND SHOULD BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR AND/OR ARCHITECT IMMEDIATELY. IN THE EVENT THAT THIS ACTIVATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR REPAIRS NECESSARY.
- SYSTEM DESIGN IS BASED ON MINIMUM OPERATING PRESSURE SHOWN AT EACH POINT OF CONNECTION WITH MAXIMUM GPM DEMAND SPECIFIED. IRRIGATION CONTRACTOR SHALL VERIFY ALL PRESSURES ON SITE PRIOR TO CONSTRUCTION AND COMPENSATE TO MAINTAIN CONSTRUCTION REPRESENTATIVE.
- IF IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAINTAIN HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, CURBS, ETC. HE SHALL COORDINATE ALL HIS WORK WITH THE GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS FOR LOCATION OF PIPE, BLEEVES THROUGH WALLS, UNDER ROADS, PAVING AND STRUCTURES.
- SEWALINE FEEDERS BETWEEN POINT OF CONNECTION, METER, AND BACKFLOW PREVENTER TO BE OF MATERIAL REQUIRED BY CURRENT WATER DISTRICT.
- FINAL LOCATION OF THE AUTOMATIC CONTROLLER ENCLOSURE AND THE BACKFLOW PREVENTION DEVICE SHALL BE APPROVED BY THE CITY AND OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WHERE APPLICABLE.
- IN ADDITION TO THE BLEEVES SHOWN ON THE PLAN, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL BLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS PRIOR TO PAVING UPON APPROVAL OF THE OWNER'S REPRESENTATIVE, IF REQUIRED TO OPERATE SYSTEM.
- IRRIGATION CONTRACTOR SHALL BLUSH ALL LINES AND ADJUST ALL HEADS FOR MAXIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALLS, STREETS, AND BUILDING AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SUBJECTING THE BEST NOZZLE HOURS TO FIT MAINTAIN SITE CONDITIONS FOR APPROVAL. PURPOSES AT NO EXTRA CHARGE. CALL LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE FOR ANY COVERAGE TESTS.
- QUALITY CONTROL OBSERVATION FREQUENCIES ARE FOUND IN THE SPECIFICATIONS.
- CLEAN-UP ON A DAILY BASIS PER OWNER'S REPRESENTATIVE'S APPROVAL.

EXISTING P.O.C. AND CONTROLLER NOTE:
EXISTING WATER METER, BACKFLOW PREVENTER AND IRRIGATION CONTROLLER ARE LOCATED PARTIALLY EAST ALONG TIERRA REJADA ROAD BEYOND THE LIMIT OF WORK FOR THIS PROJECT. CONTRACTOR SHALL VERIFY MAKELINE AND CONTROL WIRE LOCATION WITHIN THE LIMIT OF WORK FOR USE ON THIS PROJECT.

IRRIGATION LEGEND:

DRP AND BATTERIES SYMBOL	MARK	MODEL #	DESCRIPTION	GPM	RADIUS	PSI	DETAIL REFERENCE
---	METAFM	TLCV-12	INSTALL DRIFLINE 1/2" BELOW FINISHED GRADE, SINGLE LINE 1/2" AWAY, 2" FROM HARDSCAPE / BODIES, SECURE TURNING w/ 2" WIRE STAPLES 24" O.C.	0.910	DRP	30	SEE DETAIL D, SHEET L-3.2
⊙	BAARDFO	38-30PC	38-30PC BATTERY (2) PER BLEW.	0.833	PTP	30	SEE DETAIL E, SHEET L-3.1
⊙	METAFM	TLCV-18	ANGLE TREE RING (2) PER TREE.	0.810	DRP	30	SEE DETAIL C, SHEET L-3.1
⊙	METAFM	TLCV-18	DOUBLE TREE RING (2) PER TREE.	0.810	DRP	30	SEE DETAIL C, SHEET L-3.1
⊙	BAARDFO	386-1401	RETROFIT TO 3/8" x 1/4" 90-DEGREE (2) PER PLANTER.	0.30	DRP	30	SEE DETAIL B, SHEET L-3.1

EQUIPMENT SYMBOL	MARK	MODEL #	DESCRIPTION	DETAIL REFERENCE
⊙	BAARDFO	189-PE8	1" FUSIBLE CONTROL GLOBE VALVE, (1) TO 20' DRP.	SEE DETAIL A, SHEET L-3.1
⊙	BAARDFO	323-188-PCM	1" FUSIBLE COMMERCIAL DRP ASSEMBLY VALVE, (2) TO 20' DRP.	SEE DETAIL B, SHEET L-3.1
⊙	METAFM	TLCV0	1/2" MANUAL FLUSH VALVE AT EACH PLANTER AT LOWEST POINT IN BLEW BOX.	SEE DETAIL F, SHEET L-3.1
---	APPROVED	SC1-48 PVC	LATERAL LINES TO BATTERIES, 1/2" BELOW GRADE MINIMUM.	SEE DETAIL H & G, SHEET L-3.1
---	APPROVED	LVR-SC1-48 PVC	LVR PVC BEEZ AS BODIAL PLACE ON-GRADE 6" MIN. AWAY FROM PERM WALLS.	SEE DETAIL H, SHEET L-3.1
---	APPROVED	SC1-48 PVC	LATERAL LINES BASED AS SHOWN (MINIMUM OF 3/4"), MINIMUM COVER OF 12"	SEE DETAIL C, SHEET L-3.1
---	---	---	EXISTING 2" MAKELINE, (VERIFY LOCATION)	SEE DETAIL C, SHEET L-3.1
---	---	---	WEATHER TRAC 8" PVC	EXISTING CONTROLLER, LOCATED OFF SITE

METAFM INSTALLATION NOTES:

- METAFM TECHLINE CV EMITTERS AND SPACING BETWEEN LINES AS PER IRRIGATION LEGEND.
- LOCATE METAFM FLUSH VALVE AT LOWEST POINTS OF EACH SEPARATE PLANTER AREA WITHIN SYSTEMS. INSTALL IN PLANTER AREA. SEE FLUSH VALVE DETAIL IN THIS PACKAGE FOR INSTALLATION INSTRUCTIONS. FOR NON-CY LINES AIR RELIEF VALVE WILL BE REQUIRED. IF NEEDED LOCATE AT OR NEAR HIGH POINT OF PLANTER AREA WITHIN SYSTEMS, UNDER NORMAL CIRCUMSTANCES TECHLINE CV DOES NOT REQUIRE AIR RELIEF VALVES.
- CONNECT TECHLINE CV TO PVC WITH PVC TEES AND COMPRESSION FITTINGS. USE COMPRESSION FITTINGS FOR ALL PVC TO TECHLINE CONNECTIONS. PRIME AND GLUE ALL PVC TO PVC CONNECTIONS.

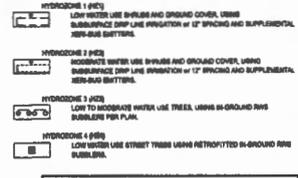
IRRIGATION LATERAL PIPE NOTE:
INSTALL LATERAL PIPE BELOW GRADE FROM SEWERLINE TO WALL. TRANSITION FROM BELOW GRADE TO ON-GRADE LVR PIPE AT WALL. SEE DETAIL H, SHEET L-3.2. RUN LVR PIPE ALONG WALL TO PLANTER AREAS AND STAKE TO GROUND. CONTRACTOR TO FIELD VERIFY LOCATIONS.

VALVE LOCATION NOTE:
CONTRACTOR SHALL VERIFY EXISTING CONTROL VALVE LOCATIONS AND INSTALL NEW CONTROL VALVES AT OR NEAR THESE EXISTING LOCATIONS. UTILIZE EXISTING CONTROL WIRES FOR NEW VALVES.

FLUSH VALVE NOTE:
FLUSH VALVES TO BE SITED AT FURTHEST AND LOWEST END OF EACH RUN OF DRIFLINE. FLUSH VALVES TO BE LOCATED WITHIN EACH PLANTER AREA OF DRIFLINE SYSTEM.

IRRIGATION LOCATION NOTE:
IRRIGATION LATERALS, MAKELINE, AND EQUIPMENT ARE SHOWN SCHEMATICALLY FOR VISUAL CLARITY ONLY. CONTRACTOR TO FIELD VERIFY ACTUAL LOCATIONS AND PLACE WITHIN PLANTER AREAS. EXISTING MAKELINE LOCATION IS APPROXIMATE. CONTRACTOR TO VERIFY LOCATION IN FIELD.

HYDROZONE LEGEND:

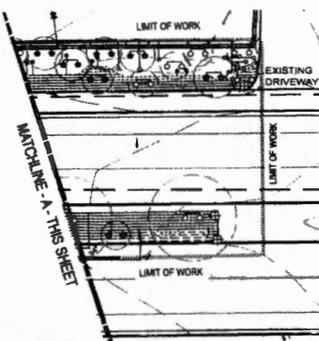


VALVE CALLOUT CHART: RETROFIT SAMPLE AREA:

TYPE	PLANT	SIZE	GPM	FE	SP	
1	DRP RING	TREE	1"	10	3	300
2	DRP RING	TREE	1"	3	3	175
3	BUBBLER	TREE	1"	8	4	82
4	DRIFLINE	BURBUL/OC	1"	10	1	1,800
5	DRIFLINE	BURBUL/OC	1"	14	1	2,300
6	DRIFLINE	BURBUL/OC	1"	12	1	1,300
7	DRIFLINE	BURBUL/OC	1"	20	2	2,800
8	DRP RING	TREE	1"	3	3	300
9	DRIFLINE	BURBUL/OC	1"	11	2	1,800
10	DRIFLINE	BURBUL/OC	1"	16	2	2,300
11	DRIFLINE	BURBUL/OC	1"	17	1	1,800
12	DRIFLINE	BURBUL/OC	1"	8	2	800
13	DRP RING	TREE	1"	2	2	200
14	DRP RING	TREE	1"	1	2	100
15	BUBBLER	TREE	1"	1	4	86

IRRIGATION CONNECTION NOTE:
CONNECT NEW IRRIGATION CONTROL VALVES TO EXISTING MAKELINE AND UTILIZE EXISTING CONTROL WIRES FROM EXISTING CONTROL VALVES THAT ARE REMOVED. VERIFY THAT SUFFICIENT CONTROL WIRES ARE AVAILABLE. CONNECT TO EXISTING P.O.C. AND CONTROLLER. COORDINATE WITH CITY CONTRACTOR TO FIELD VERIFY THE EQUIPMENT IS IN WORKING CONDITION.

REFER TO IRRIGATION LEGEND FOR CONTROL VALVE MANUFACTURER, MODEL, NUMBER AND DESCRIPTION.



THIS SYSTEM IS DESIGNED TO USE WATER FROM A POTABLE WATER SOURCE

PIPE SIZING CHART: SCHEDULE 40 PVC

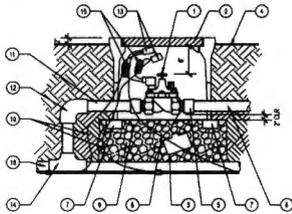
A	3/4"	0-8 GPM
B	1"	9-12 GPM
C	1 1/4"	13-22 GPM
D	1 1/2"	23-30 GPM
E	2"	31-50 GPM

PLAN CROSS REFERENCES:

FOR NOTES AND LEGENDS, SEE THIS SHEET FOR DETAILS, SEE SHEET L-3.2 AND L-3.3 FOR SPECIFICATIONS, SEE SHEET L-5.1 FOR CORRESPONDING CONSTRUCTION PLAN SEE SHEET L-2.1 FOR CORRESPONDING IRRIGATION PLAN SEE SHEET L-3.1

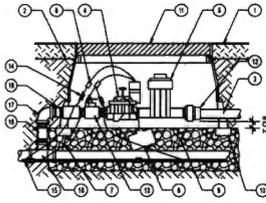


	DESIGNED BY: GD DRAWN BY: CDG CHECKED BY: JMC APPROVED BY:	PUBLIC REGULATION AND COMMUNITY SERVICES PARK AND RECREATION DIRECTOR: _____ DATE: _____ ENGINEERING REVIEWED BY: _____ DATE: _____ CITY ENGINEER: DAVID KLOTZKE, P.E. DATE: _____	DRAWING POINT NO.: _____ REVISIONS: _____ PROJECT NO.: _____	CITY OF MOORPARK PARKS RECREATION AND COMMUNITY SERVICES	TIERRA REJADA STREETSCAPE MOORPARK, CA IRRIGATION PLAN	SHEET: 5 OF: 12 DRAWING NO.: L-3.1
	DESCRIPTION OF REVISION: _____ R.C.E. APPT. DATE: _____				ADG JOB # 1508-4	



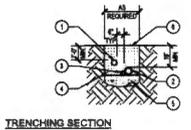
- LEGEND:**
- ELECTRIC CONTROL VALVE
 - RECTANGULAR PLASTIC VALVE BOX W/ HOT-DOWN COVER HEAT BRAND VALVE STATION W/ 3/4" OR 1" HOSE CONNECTIONS
 - YELLOW PLASTIC CHECK VALVE 1/2" TAG
 - FRESH GRADE
 - PVC MALE ADAPTOR (TYP)
 - PVC PIPE TO SPRINKLER WHILE PPM TO SPECIFIED COPPER OR BRASS
 - COMMON BRASS (A) REQUIRED
 - 3/4" CRUSHED ROCK, 6" DEEP
 - EXISTING CONTROL CONDUIT W/ RISE FROM CONTROLLER
 - PVC 2" OR 1.5" PIPE (TYP)
 - WIRE CONNECTION
 - MALE FITTING TO SOLVENT WELD CULVERT W/ ONE EXISTING WIRE AVAILABLE
 - EXISTING PVC BRASS/LS

NOTE:
A. USE TEFLON TAPE OR TEFLON PIPE DOWNS OR ALL PVC TO PVC OR METAL TO PVC W/ MALE PPS THREADS.



- LEGEND:**
- 1/2" BALL VALVE
 - 1/2" FRESH GRADE
 - PVC LATERAL LINE SIZE PER PLAN
 - AUTOMATIC CONTROL VALVE PER IRRIGATION PLAN
 - PRESSURE REGULATING QUICK CHECK MARKET FILTER
 - WATERPROOF WIRE CONNECTIONS PER IRRIGATION SPECIFICATIONS
 - PLANT WIRE
 - APPROVED PLASTIC CHECK VALVE 1/2" TAG 3/4" CRUSHED GRAVEL 12" X 12" MINIMUM
 - BRICK SUPPORT (A) REQUIRED
 - JAMBO RECTANGULAR VALVE BOX w/ HOT-DOWN COVER PER SPECIFICATIONS
 - PVC UNION FOR WORKING ASSEMBLY
 - 1/2" BALL VALVE
 - EXISTING CONTROL WIRE DIFFERENTIAL FROM STRUCTURES AND LANDSCAPE IN BRUSH AREAS
 - PVC BOX BY THE 3/4" W/ USE EXISTING TIE TO BE AVAILABLE
 - PVC BOX 6" DIA
 - PVC BOX 18" DIA

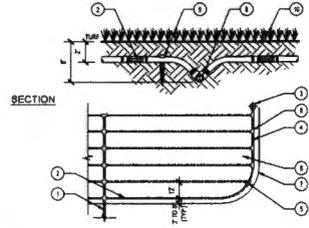
NOTE:
A. INSTALL VALVES MINIMUM OF 2" APART AND A MINIMUM OF 2" FROM STRUCTURES AND LANDSCAPE IN BRUSH AREAS.
B. PLACE 3/4" CRUSHED GRAVEL PRIOR TO INSTALLATION OF VALVE BOX.
C. PLACE VALVE BOX AT RIGHT ANGLE TO ADJACENT Hardscape OR STRUCTURE.
D. PROVIDE PLASTIC VALVE CHECK 1/2" TAGS PER SPECIFICATIONS.
E. HEAT BRAND BOX DROP KEY.
F. USE NON-HARDENING TEFLON PIPE SEALANT ON ALL THREADED CONNECTIONS.



TRENCHING SECTION

- LEGEND:**
- NON-PRESSURIZED LATERAL LINE
 - PRESSURE SUPPLY LINE
 - CONTROL VALVE
 - CLIMATE CONTROL - SOIL COMPACTION REQUIRED
 - 2" USE OF CLIMATE BARRIER
 - FRESH GRADE

TRENCHING NOTES:
A. REJOIN PNEUMATIC PIPING SHALL BE MADE BY PVC BELLIES.
B. PROVIDE MINIMUM COVER OF 36" ON PRESSURE SUPPLY LINES 2" AND LARGER WHEN EXPOSED TO TRAFFIC. MAINTAIN MINIMUM OF 18" HORIZONTAL SEPARATION BETWEEN POSSIBLE AND RECLAIMED PRESSURE LINES WHERE LINES CROSS.
C. PROVIDE PVC BELLIES ON POSSIBLE LINE MINIMUM AT EACH SIDE OF RECLAIMED WATER LINE.
D. BARKLE WELLS WITH SAME EVERY 10'



PLAN

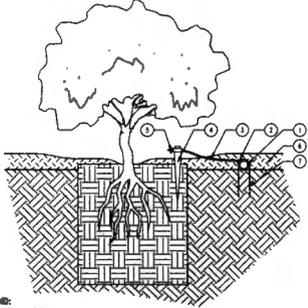
- LEGEND:**
- PVC INPUT LATERAL FROM VALVE, SIZE AS NOTED ON IRRIGATION PLAN
 - MINIMUM 12" FLUME VALVE HOLES AS NOTED ON IRRIGATION PLAN
 - PVC DRINKET HEADER, SIZE AS REQUIRED, 3/4" MINIMUM
 - CONNECT TRENCH TO PVC WITH PVC TEE AND COMPRESSION FITTING, GUE ALL PVC TO PVC CONNECTIONS
 - PVC COMPRESSION FITTINGS FOR ALL TRENCH AND TO-TRENCH CONNECTIONS
 - PLANTER AREAS, SEE PLANS
 - EDGE OF PLANTER AREA
 - PVC FITTINGS, TYPE AND SIZE AS REQUIRED. GUE ALL
 - PVC TO PVC CONNECTIONS, USE COMPRESSION FITTINGS FOR ALL PVC TO-TRENCH CONNECTIONS. THE SOILS SHOULD BE MOIST AT 2 O.C. MAX. FRESH GRADE.
 - INSTALL LINES AT 1" BELOW SURFACE
 - PVC FITTINGS, TYPE AND SIZE AS REQUIRED
 - GUE ALL PVC TO PVC CONNECTIONS
 - USE COMPRESSION FITTINGS FOR ALL PVC TO-TRENCH CONNECTIONS
 - USE UVN PVC MATERIAL FOR ALL ON GRADE MATERIAL
 - INSTALL WITHIN 18" LINE CHECK VALVE FOR ALL CONDITIONS WHERE EITHER 18" OR LOW HEAD DRAINAGE ALLOWED

A REMOTE CONTROL VALVE
SCALE: 1" = 1'-0"

B REMOTE CONTROL DRIP VALVE
SCALE: 1" = 1'-0"

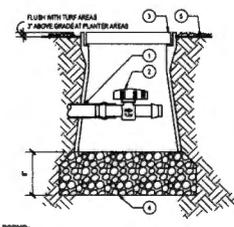
C TRENCHING
SCALE: 1/4" = 1'-0"

D DRIPLINE BELOW GRADE
SCALE: 1 1/2" = 1'-0"



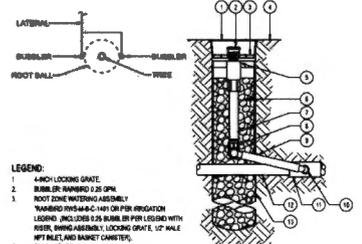
- LEGEND:**
- 1/2" SUPPLY PER PLAN
 - 1/2" WPC DRINKET BATTERY PER TREE
 - 1/2" WPC DRINKET DISTRIBUTION TUBING, LIBERTY AS REQUIRED
 - DISTRIBUTION TUBING, GUE
 - 3/4" CRUSHED GRAVEL
 - BRICK CAP, PLACE AT EDGE OF FOOTING
 - WALSH PER PLAN, KEEP CLEAR OF PLANT STEEL
 - TELEPHONE EDGE

NOTE:
A. CONSTRUCTOR TO INSTALL STEEL TO RECEIVE TUBING AND COVER BY 1/2" LAYER OF MASH PER SPEC.



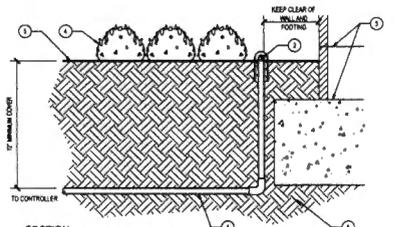
- LEGEND:**
- 1/2" DIAMETER DRINKET
 - 1/2" WPC DRINKET TUBING w/ COMPRESSION CONNECTION
 - 1/2" DIAMETER PLASTIC VALVE BOX WITH ANGLE
 - 3/4" CRUSHED GRAVEL
 - FRESH GRADE

F MANUAL FLUSH VALVE
SCALE: 1 1/2" = 1'-0"



- LEGEND:**
- 4-INCH LOCKING GRATE
 - RUBBER BANDER 2 1/2" DIA
 - ROOT ZONE WITHDRAWAL ASSEMBLY
 - WARRANTED RYS 8-4-141 OR PER IRRIGATION LOGGING (INCLUDES 2 1/2" RUBBER PER LEGEND WITH RUBBER BANDING)
 - LOCKING GRATE
 - WPT BULLET AND BASKET CANNISTER
 - CHECK VALVE
 - FRESH GRADE
 - PEA GRAVEL FILL
 - 12-INCH PVC BOX TO INSOLE
 - 12-INCH IN-SOLE ELBOW
 - 12-INCH WING ASSEMBLY
 - 12-INCH WPT BULLET
 - PVC BOX BY THE 3/4" W/ TIE
 - LATERAL PVC
 - 4-INCH BASKET HEAVY CANNISTER

G BUBBLER TO TREE WELLS
SCALE: 1" = 1'-0"



- LEGEND:**
- LATERAL PVC PIPE BELOW GRADE, HANG TRENCH WHERE ADJACENT TO TREE ROOTS
 - ON-GRADE UVR LATERAL PIPE w/ RUBBER STAVES AT 6" O.C. MINIMUM
 - EXISTING WALL AND FOOTING, KEEP CLEAR OF FOOTING
 - PLANTER AREA
 - FRESH GRADE
 - SUBGRADE
- NOTE:**
A. PVC FITTINGS, TYPE AND SIZE AS REQUIRED
B. GUE ALL PVC TO PVC CONNECTIONS
C. USE UVN PVC MATERIAL FOR ALL ON-GRADE MATERIAL

H RETROFIT LATERAL TO UVR
SCALE: 1 1/2" = 1'-0"

1 2 3 4 5 6 7			DESIGNED BY: GD DRAWN BY: RCS CHECKED BY: JRC APPROVED BY:	PARK RECREATION AND COMMUNITY SERVICES PARK AND RECREATION DIRECTOR: _____ DATE: _____ ENGINEERING REVIEWED BY: _____ DATE: _____ CITY ENGINEER: DAVID NUTTALL, PGE 60102 DATE: _____		CITY OF MOORPARK PARKS RECREATION AND COMMUNITY SERVICES	DESIGN: _____ PERMIT NO: _____ ENGINEERING: _____ PROJECT NO: _____	TIERRA REJADA STREETSCAPE MOORPARK, CA IRRIGATION DETAILS	SHEET: 6 OF: 12 DRAWING NO: L-32	
	DESCRIPTION OF REVISION	R.C.A.	APPRO	DATE						
	ADD JOB # 1508-5									
	163									

WATER EFFICIENT LANDSCAPE WORKSHEET
Residential Streetscape Landscape Project

Reference ETo for the area: ETo = 1.1

Estimated Total Water Use (ETWU):
ETWU calculation: (Eto) (E) (ETAF) (LA)

Hydrozone # / Planting Description	Plant Factor (PF)	Installation Method	Efficiency (E)	ETAF (ETAF)	Landscape Area (sq. ft.)	ETWU's Landscape Area	Reference ETo Water Use (ETWU) gals/year
Regular Landscape Areas							
H1 - Low Shrub	0.1	Drill	0.81	0.81	4,000	1,096	2492
H2 - Low Shrub	0.1	Drill	0.81	0.81	8,000	2,192	5075
H3 - Low Med Trees	0.3	Drill	0.81	0.81	1,173	726	2054
H4 - Low Med Trees	0.3	Drill	0.81	0.81	308	180	491
					Total	12,433	3255
					Estimated Total Water Use in gallons per year: ETWU Total	155215	
					Maximum Annual Water Allowance in gallons per year: MAWA Total	218222	
					MAWA calculation: (Eto) (E) (ETAF) (LA) + ((1-ETAF) x BLA)	MAWA = ETWU + 80847	

ETAF Calculations:

Regular Landscape Areas	0.81
Total ETAF Area	6236
Total Area	12,433
Average ETAF	0.50

Average ETAF for Regular Landscape Areas must be 0.80 or below for residential areas.

CONTROLLER WATER SCHEDULE - PLANT ESTABLISHMENT PERIOD

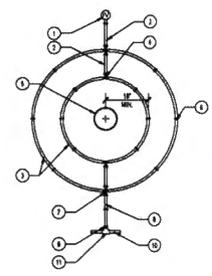
Valve	Equipment	I.E.	Plant Material	K.C.	P.R.	AVERAGE DAILY RUN TIMES (MINUTES)												Total Annual Minutes	Valve G.P.M.	Total Annual Gallons	Valve Area Sq. Ft.						
						Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec										
1	Drp	0.81	Mix Trees	0.20	2.75	2	2	3	4	5	6	8	8	8	8	8	8	19,722	19	13,720	282						
2	Drp	0.81	Mix Trees	0.20	1.85	4	4	5	7	8	9	11	10	9	8	4	3	2,289	3	8,855	175						
3	Bubble	0.81	Mix Trees	0.20	1.81	3	4	5	8	7	8	9	9	7	8	4	3	1,977	8	8,888	282						
4	Drp	0.81	Shrub - Low	0.20	0.98	2	3	4	5	6	8	7	7	6	4	3	2	1,089	18	25,107	1,800						
5	Drp	0.81	Shrub - Med	0.40	1.12	4	5	8	8	10	11	13	12	10	7	5	4	2,650	14	37,860	2,500						
6	Drp	0.81	Shrub - Low	0.20	0.98	2	3	4	5	6	8	7	7	6	4	3	2	1,089	12	18,830	1,200						
7	Drp	0.81	Shrub - Med	0.40	0.98	6	6	7	10	12	13	15	14	12	9	8	4	3,128	20	82,787	2,000						
8	Drp	0.81	Mix Trees	0.20	0.83	7	8	11	14	17	19	21	21	17	12	8	6	4,577	3	13,730	286						
9	Drp	0.81	Shrub - Med	0.40	0.98	5	6	7	10	12	13	15	14	12	9	8	4	3,128	11	34,522	1,100						
10	Drp	0.81	Shrub - Med	0.40	1.04	4	5	7	8	11	12	14	13	11	8	6	4	2,814	14	40,788	1,200						
11	Drp	0.81	Shrub - Low	0.20	1.02	2	3	4	5	6	8	7	7	6	4	3	2	1,477	15	26,107	1,800						
12	Drp	0.81	Shrub - Med	0.40	0.91	5	6	8	10	13	14	16	15	13	9	8	6	3,313	9	29,814	880						
13	Drp	0.81	Mix Trees	0.20	0.98	6	7	9	12	15	16	18	18	15	11	7	6	3,922	2	7,646	200						
14	Drp	0.81	Mix Trees	0.20	0.98	6	7	9	12	15	16	18	18	15	11	7	6	3,922	1	2,522	100						
15	Drp	0.81	Mix Trees	0.20	1.72	3	4	5	7	8	9	10	10	8	6	4	3	2,187	1	2,187	86						
16	Bubble	0.81	Mix Trees	0.20	1.72	3	4	5	7	8	9	10	10	8	6	4	3	2,187	1	2,187	86						
Monthly Evapotranspiration Rate																2.9	2.8	3.4	4.8	6.4	6.8	6.7	6.4	6.4	2.9	2.8	2.0
Run Time Formula = (Eto) (E) (ETAF) (LA)																81.8 Annual Evapotranspiration Rate											

NOTE:
1. The plant establishment water schedules are shown for guideline use only and are to be modified according to plant needs and as the weather changes.
2. E to be based on the monthly evapotranspiration rates for County of Thousand Oaks, CA.

CONTROLLER WATER SCHEDULE - ESTABLISHED LANDSCAPE

Valve	Equipment	I.E.	Plant Material	K.C.	P.R.	AVERAGE DAILY RUN TIMES (MINUTES)												Total Annual Minutes	Valve G.P.M.	Total Annual Gallons	Valve Area Sq. Ft.						
						Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec										
1	Drp	0.81	Mix Trees	0.20	2.75	1	1	2	2	3	3	3	3	3	2	1	1	1	897	10	6,855	250					
2	Drp	0.81	Mix Trees	0.20	1.85	2	2	3	4	4	5	6	5	4	3	2	2	2	1,144	3	3,433	175					
3	Bubble	0.81	Mix Trees	0.20	1.81	2	2	3	3	4	4	4	4	4	3	2	1	1	999	5	4,843	282					
4	Drp	0.81	Shrub - Low	0.20	0.98	1	1	2	2	3	3	4	4	3	2	1	1	1	478	18	12,553	1,800					
5	Drp	0.81	Shrub - Med	0.40	1.12	2	3	3	4	5	6	6	6	5	4	2	2	2	1,345	14	18,830	1,200					
6	Drp	0.81	Shrub - Low	0.20	0.98	1	1	2	2	3	3	4	4	3	2	1	1	1	478	12	8,415	1,200					
7	Drp	0.81	Shrub - Med	0.40	0.98	2	3	4	5	6	7	7	6	4	3	2	2	2	1,589	20	31,383	2,000					
8	Drp	0.81	Mix Trees	0.20	0.83	4	4	5	7	8	9	11	10	8	6	4	3	2	2,282	3	6,885	250					
9	Drp	0.81	Shrub - Med	0.40	0.98	2	3	4	5	6	8	7	7	6	4	3	2	2	1,589	11	17,281	1,100					
10	Drp	0.81	Shrub - Med	0.40	1.04	2	3	3	5	6	8	7	7	6	4	3	2	2	1,457	14	20,786	1,200					
11	Drp	0.81	Shrub - Low	0.20	1.02	1	1	2	2	3	3	3	3	3	2	1	1	1	728	17	12,553	1,800					
12	Drp	0.81	Shrub - Med	0.40	0.91	2	3	4	5	6	7	8	7	6	5	3	2	2	1,088	8	14,867	300					
13	Drp	0.81	Shrub - Med	0.40	0.91	2	3	4	5	6	7	8	7	6	5	3	2	2	1,081	5	3,922	200					
14	Drp	0.81	Mix Trees	0.20	0.98	3	4	5	8	7	8	9	9	7	5	4	3	1	1,981	1	1,981	100					
15	Drp	0.81	Mix Trees	0.20	1.72	2	2	3	3	4	5	5	5	4	3	2	2	2	1,088	1	1,088	56					
16	Bubble	0.81	Mix Trees	0.20	1.72	2	2	3	3	4	5	5	5	4	3	2	2	2	1,088	1	1,088	56					
Monthly Evapotranspiration Rate																2.9	2.8	3.4	4.8	6.4	6.8	6.7	6.4	6.4	2.9	2.8	2.0
Run Time Formula = (Eto) (E) (ETAF) (LA)																81.8 Annual Evapotranspiration Rate											

NOTE:
1. The water schedules are shown for guideline use only and are to be modified accordingly as the weather changes with the assistance of a programmed smart controller.
2. E to be based on the monthly evapotranspiration rates for County of Thousand Oaks, CA.



- LEGEND:**
1. MANUAL FLUSH VALVE PLUMBED TO PVC OR POLY LINE
 2. DOWNLINE TURNED EXHAUST HEADER
 3. TECHLINE CV DRIP TUBING, INSTALL PER NETAFIM RECOMMENDATIONS
 4. INHIBIT TEE
 5. TREE TRUNK LOCATION
 6. SOIL SAMPLE TYPICAL
 7. HARBET ORGANS, TYPICAL
 8. DOWNLINE TURNED SUPPLY HEADER
 9. 1/2" WALE ADAPTER
 10. SOIL CV PVC DRIP LATERAL LINE, UNLESS OTHERWISE NOTED
 11. SOIL CV PVC FIBER FURCATED TEE, UNLESS OTHERWISE NOTED

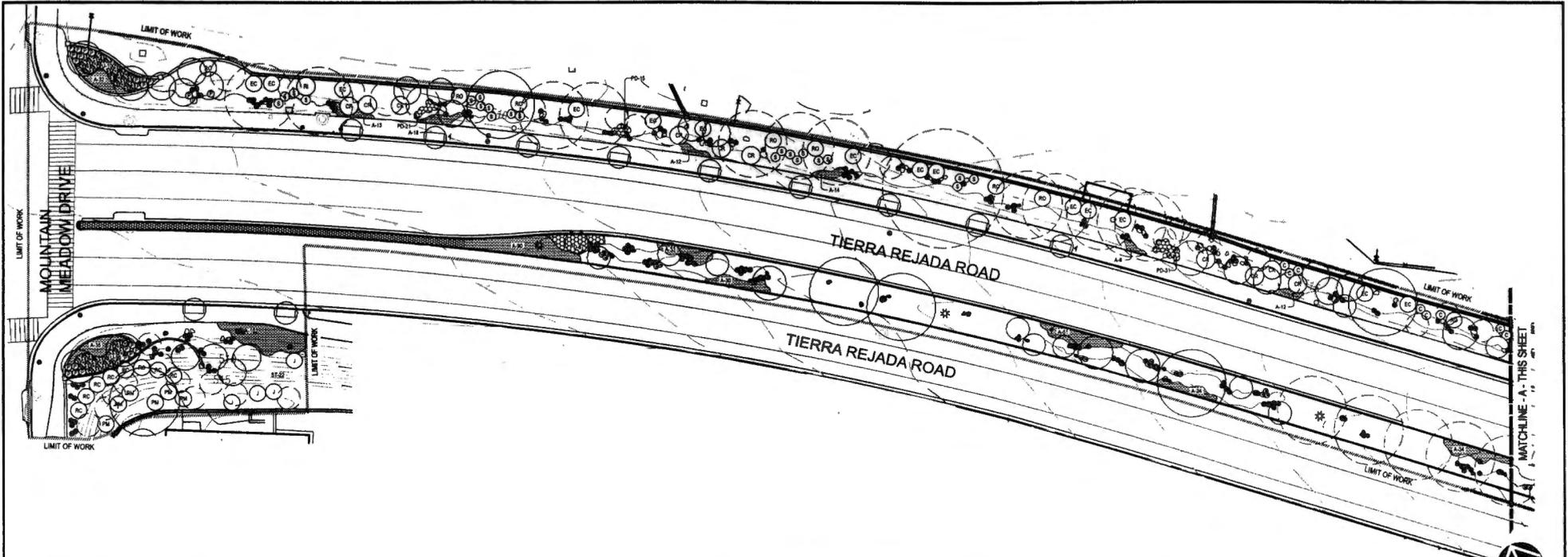
- NOTES:**
- A. INSTALL FIRST TECHLINE CV LOOP 1/2" FROM CENTER OF TREE TRUNK
 - B. INSTALL EACH ADDITIONAL LOOP PER NETAFIM RECOMMENDATION GUIDELINES
 - C. INSTALL TECHLINE CV IN ACCORDANCE WITH NETAFIM INSTALLATION GUIDELINES
 - D. INSTALL TECHLINE CV TURNED ON SURFACE TO A MINIMUM OF 4" BELOW GRADE, UNLESS PLACED PER IRRIGATION SYSTEMS RECOMMENDATIONS. BACKFILL AND SPREAD SURFACE TREATMENT PER PLANTING SPECIFICATIONS.

A WATER BUDGET
SCALE: NONE USED

B CONTROLLER CHARTS
SCALE: NONE USED

C NETAFIM TECHLINE CV TREE RING
SCALE: 1/2" = 1'-0"

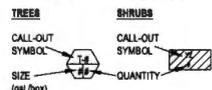
	DESIGNED BY: GD DRAWN BY: RCB CHECKED BY: JRC APPROVED BY:	PARK RECREATION AND COMMUNITY SERVICES PARK AND RECREATION DIRECTOR: _____ ENGINEERING REVIEWED BY: _____ CITY ENGINEER: DAVID REUTZEL, PCE 64162		DRAWING NO: _____ PROJECT NO: _____	TIERRA REJADA STREETSCAPE MOORPARK, CA IRRIGATION CHARTS	SHEET: 7 OF: 12 DRAWING NO: L-33
	CITY OF MOORPARK PARKS RECREATION AND COMMUNITY SERVICES					



SHRUB PLANTING LEGEND:

SYMBOL / CALLOUT	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS	WATER QTY USE
SHRUBS:						
	Anthesis 'Stonehear'	Ferried Yarrow	1 gal. 3" x 4"	L	532	
	Buxbaumia gracilis	Box Orange Grass	1 gal. 12" x 4"	L	214	
	Calluna 'Silver Star'	Silver Star Fairy Duster	12 gal. Per plan	L	8	
	Jamboum moutany	Prostrate Jackson	12 gal. Per plan	M	4	
	Justicia ingulcata	California Mole	5 gal. Per plan	M	20	
	Madroa 'Nashville'	Nashville Madly	5 gal. Per plan	M	186	
	Pinus 'S. Duster'	Duster Pink Ponderosa	1 gal. 12" x 4"	L	134	
	Pinus 'S. Duster'	Duster Pink Ponderosa	1 gal. 3" x 4"	L	32	
	Pinus 'S. Duster'	Duster Pink Ponderosa	12 gal. Per plan	M	6	
SHRUBS:						
	Rhus 'Eye Care'	California Callery	12 gal. Per plan	L	14	
	Rhus 'Hanging'	Lemonade Berry	12 gal. Per plan	L	3	
	Rhus 'Small'	Sugar Bush	12 gal. Per plan	L	8	
	Rhus 'California'	California Wild Rose	8 gal. Per plan	L	8	
	Salvia 'obovata'	Cleveland Sage	6 gal. Per plan	L	25	
GROUNDCOVER:						
	Sesuvium 'Sloan Thompson'	Sloan Thompson Crystal Bush	5 gal. 12" x 4"	L	32	
	Conoclinium 'Reppert'	Whiskered Coneflower	5 gal. 8" x 4"	M	10	

SYMBOL LEGEND:



PLAN CROSS REFERENCES:

FOR NOTES AND LEGENDS, SEE THIS SHEET FOR DETAILS, SEE SHEET L-4.3 FOR SPECIFICATIONS, SEE SHEET L-5.2 FOR CORRESPONDING CONSTRUCTION PLAN SEE SHEET L-2.1 FOR CORRESPONDING IRRIGATION PLAN SEE SHEET L-3.1

PHOTO SUBMITTAL NOTE:
ALL PLANT MATERIAL, INCLUDING TREES, SHRUBS, AND VINES, SHALL BE INSPECTED AND APPROVED BY LANDSCAPE ARCHITECT, VIA PHOTO SUBMITTALS, PRIOR TO DELIVERY TO SITE. PHOTO SUBMITTALS SHALL INCLUDE NURSERY SUPPLIER AND DATE OF PHOTO. ANY MATERIAL DELIVERED TO SITE WITHOUT APPROVAL IS SUBJECT TO REJECTION. PHOTO SUBMITTALS SHALL BE SENT TO LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO SHIPMENT OF MATERIAL. SUBMITTALS SHOULD INCLUDE SOME TYPE OF SCALE REFERENCE IN PHOTO (I.E. PERSON, MEASURING TAPE, ETC.). TREES SHALL BE NOTED WITH HEIGHT FROM FINISH GRADE IN CONTAINER AND CANOPY HEAD SIZE. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF SCHEDULED NURSERY DELIVERY TIMES A MINIMUM OF 24 HOURS PRIOR TO SHIPMENT. REFER TO PLANTING SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS REGARDING QUALITY OF NURSERY STOCK.

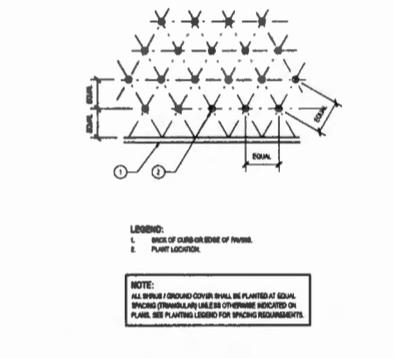
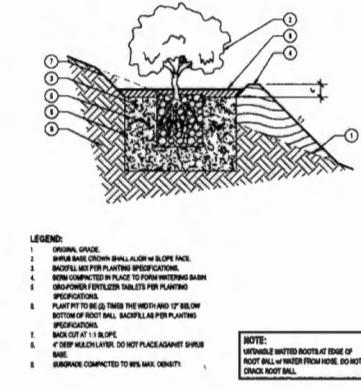
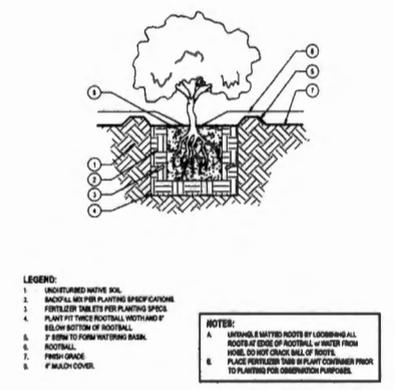
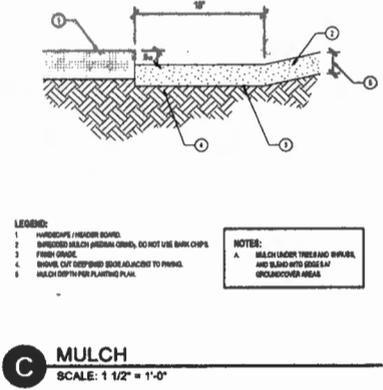
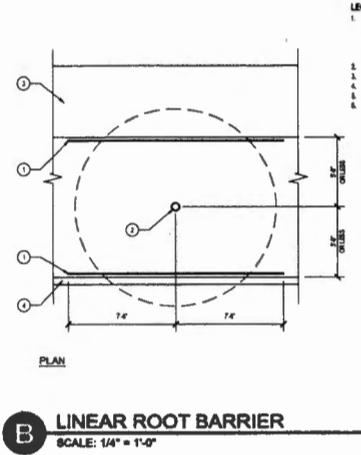
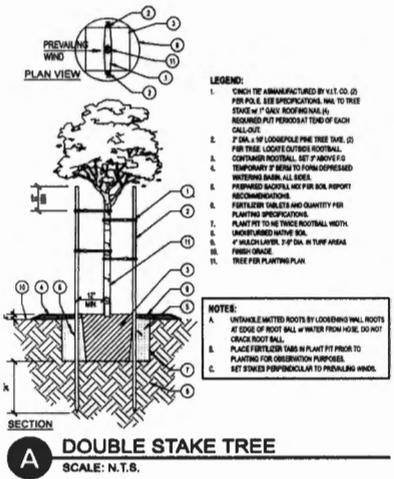


811
Know what's below.
Call before you dig.



ADG JOB # 1508-6

		DESIGNED BY: GD	PARK RECREATION AND COMMUNITY SERVICES		CITY OF MOORPARK PARKS RECREATION AND COMMUNITY SERVICES	DRAWING PROJECT NO: ENGINEER'S PROJECT NO:	TIERRA REJADA STREETSCAPE MOORPARK, CA SHRUB PLANTING PLAN	SHEET: 9
		DRAWN BY: CDG CHECKED BY: JRC APPROVED BY:	PARK AND RECREATION DIRECTOR: _____ DATE: _____ ENGINEERING REVIEWED BY: _____ DATE: _____ CITY ENGINEER, DAVID KLUTZKE, RCE MARS DATE: _____					OF: 12 DRAWING NO: L-4.2



DESIGNED BY: GD DRAWN BY: RCS CHECKED BY: JRC APPROVED BY:				PARK RECREATION AND COMMUNITY SERVICES PARK AND RECREATION DIRECTOR ENGINEERING REVIEWED BY: CITY ENGINEER, DAVID GUILLOTTE, P.E. 4412				CITY OF MOORPARK PARKS RECREATION AND COMMUNITY SERVICES				DRAWING PERMIT NO: ENGINEERING PROJECT NO:				TIERRA REJADA STREETSCAPE MOORPARK, CA PLANTING DETAILS				SHEET 10 OF 12 DRAWING NO. L-4.3	
ADD JOB # 1508-S																					

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APPENDIX III
STORMWATER POLLUTION CONTROL PLAN (SWPCP)

STORMWATER POLLUTION CONTROL PLAN

Less Than One Acre*

1. Contractor shall implement an effective combination of erosion and sediment control best management practices (BMPs) from Table 1 below to prevent erosion and sediment loss, and the discharge of construction wastes. The BMPs listed in Table 1 are taken from the *California BMP Handbook, Construction, January 2003* and the *Caltrans Stormwater Quality Handbooks, Construction Site Best Management Practices (BMPs) Manual, March 2003*, and addenda.

Table 1: BMPs at construction sites less than 1 acre

Minimum Set of BMPs for All Construction Sites	CASQA	Caltrans
For Erosion Control		
Scheduling	EC-1	SS-1
Preservation of Existing Vegetation	EC-2	SS-2
Sediment Controls		
Silt Fence	SE-1	SC-1
Sand Bag Barrier	SE-8	SC-8
Stabilized Construction Site Entrance/Exit	TC-1	TC-1
Non-Storm Water Management		
Water Conservation Practices	NS-1	NS-1
Dewatering Operations (Groundwater dewatering only under NPDES Permit No. CAG994004).*	NS-2	NS-2
Waste Management		
Material Delivery and Storage	WM-1	WM-1
Stockpile Management	WM-3	WM-2
Spill Prevention and Control	WM-4	WM-4
Solid Waste Management	WM-5	WM-5
Concrete Waste Management	WM-8	WM-8
Sanitary/Septic Waste Management	WM-9	WM-9

*Ponded stormwater may be discharged at a concentration of Total Suspended Solids (TSS) of 100mg/L or less

2. A project that includes roadbed or street paving, repaving, patching, digouts, or resurfacing roadbed surfaces shall include the following BMPs:
 - A. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
 - B. Install sand bags or gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.

*This SWPCP is required for all projects that **disturb less than one acre of soil**. If the project **disturbs one or more acres of soil**, it is subject to the State General Construction NPDES Permit and related SWPPP (see p. 68 of Ventura County Municipal Stormwater Permit, Order R4-2010-0108)
One Acre equals 43,560 square feet.

- C. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or receiving waters.
 - D. Minimize non storm water runoff from water use for the roller and for evaporative cooling of the asphalt.
 - E. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
 - F. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
 - G. Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled or disposed of properly.
 - H. Cover the "cold-mix" asphalt (i.e. pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
 - I. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
 - J. Minimize airborne dust by using water spray during grinding.
 - K. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grinding materials or rubble in or near storm water drainage system or receiving waters.
 - L. Protect stockpiles with a cover or sediment barriers during a rain.
3. Contractor shall ensure that prior to the start of construction and annually during construction, all site personnel responsible for installing, inspecting, and maintaining BMPs shall be trained. Contractor shall use the Trained Contractor Personnel Log (Exhibit 1) and shall retain original documents with the Stormwater Pollution Control Plan and submit copies to City.
4. Contractor shall comply with inspection requirements as detailed in the Construction Site Inspection Checklist (Exhibit 2) and shall retain all inspection records for City review.

**EXHIBIT 1
TRAINED CONTRACTOR PERSONNEL LOG**

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

Stormwater Management Training Log

Project Name: _____

Project Number/Location: _____

Stormwater Management Topic: (check as appropriate)

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

Specific Training Objective: _____

Location: _____ Date: _____

Instructor: _____ Telephone: _____

Course Length (hours): _____

Attendee Roster (attach additional forms if necessary)

Name	Company	Phone

COMMENTS:

EXHIBIT 2 CONSTRUCTION SITE INSPECTION CHECKLIST

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

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

DATE OF INSPECTION: _____

Project Name: _____ **Contractor:** _____

Weather Conditions during inspection: _____

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

Comments: _____

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

Inspector Signature

Contractor Signature

APPENDIX IV

CITY HOLIDAYS – 2016

Friday, January 1:	New Year's Day
Monday, January 18:	Martin Luther King, Jr. Day
Monday, February 15:	Presidents Day
Friday, April 1:	Cesar Chavez Day Observed
Monday, May 30:	Memorial Day
Monday, July 4:	4 th of July
Monday, September 5:	Labor Day
Friday, November 11:	Veterans Day
Thursday, November 24:	Thanksgiving Day
Friday, November 25:	Extended Thanksgiving Holiday
Monday, December 26:	Christmas Day Observed

Attachment No. 3

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
ARCHITERRA, INC., FOR LANDSCAPE ARCHITECTURAL SERVICES**

This Amendment No. 3 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Architerra, Inc., a corporation ("Contractor"), for landscape architectural services ("Agreement"), is made and entered into this _____ day of _____, 2016.

RECITALS

WHEREAS, on March 17, 2015 the City and Contractor entered into an Agreement to have the Contractor provide landscape architectural services; and

WHEREAS, on October 16, 2015 the City and Contractor amended the Agreement to increase the compensation for services to be performed by Contractor from twenty-seven thousand nine hundred dollars (\$27,900), which included a contingency of three thousand six hundred dollars (\$3,600), by a value of six thousand twenty-five dollars (\$6,025) for a total contract value of thirty-three thousand nine hundred twenty-five dollars (\$33,925), and documented said Agreement to Amend by jointly approving Amendment No. 1 to the Agreement; and

WHEREAS, on March 16, 2016 the City Council approved an Amendment to the Agreement to increase the compensation for services to be performed by Contractor from thirty-three thousand nine hundred twenty-five dollars (\$33,925) by a value of seventy-eight thousand four hundred ninety-three dollars (\$78,493), which included a contingency of ten thousand two hundred thirty-eight dollars (\$10,238), for a total contract value of one hundred twelve thousand four hundred eighteen dollars (\$112,418), and document said Agreement to Amend by jointly approving Amendment No. 2 to the Agreement; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for services to be performed by Contractor from one hundred twelve thousand four hundred eighteen dollars (\$112,418), which includes a contingency of thirteen thousand eight hundred thirty-eight dollars (\$13,838), by a value of eight thousand nine hundred fifty dollars (\$8,950), for a total contract value of one hundred twenty-one thousand three hundred sixty-eight dollars (\$121,368), and document said Agreement to Amend by joining approving Amendment No. 3 to the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 1, TERM, is amended by replacing the first paragraph in its entirety as follows:

"The term of this 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, C, D, and E, unless this Agreement is terminated or suspended pursuant to this Agreement."

II. Section 2, SCOPE OF SERVICES, is amended by replacing the first three paragraphs in their entirety as follows:

“City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide landscape architectural services, as set forth in Exhibits B, C, D, and E. In the event there is a conflict between the provisions of Exhibits B, C, D, and E and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibits B, C, D, and E. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibits B, C, D, and E.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibits B, C, D, and E. Compensation shall not exceed the rates outlined in Exhibits B, C, D, and E, or total contract value of one hundred twenty-one thousand three hundred sixty-eight dollars (\$121,368), which includes a contingency of thirteen thousand eight hundred thirty-eight dollars (\$13,838), without a written Amendment to the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.”

III. Section 5, PAYMENT, is amended by replacing the second paragraph in its entirety as follows:

“The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits B, C, D, and E, based upon actual time spent on the above tasks. This amount shall not exceed one hundred twenty-one thousand three hundred sixty-eight dollars (\$121,368), which includes a contingency of thirteen thousand eight hundred thirty-eight dollars (\$13,838), for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

IV. Remaining Provisions:

Except as revised by this Amendment No. 3, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

ARCHITERRA, INC.

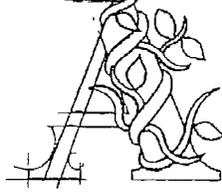
Steven Kueny
City Manager

Richard Krumwiede
President

Attest:

Maureen Benson, City Clerk

Exhibit E



ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

September 27, 2016

Mr. Jeremy Laurentowski
Landscape/Parks Maintenance Superintendent
City of Moorpark
Parks and Recreation Dept.
799 Moorpark Avenue
Moorpark, CA, 93021

*RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, TIERRA REJADA LMD
STREETSCAPE RENOVATIONS, MOORPARK, CA.*

Dear Mr. Laurentowski:

This letter will confirm your authorization for Architerra Design Group to provide additional design services, beyond our contract's original scope of services for the above referenced project.

Per your request, this Extra Service is intended to cover anticipated services to review the location of existing Sequoia trees along Tierra Rejada Street and prepare irrigation plans to provide temporary watering of the trees. The irrigation plans will utilize, as much as practical, the existing irrigation equipment. As part of this proposal will include providing the following services:

Design Development Phase

1. Perform a site visit to document the location of existing Sequoia trees along Tierra Rejada Street and existing irrigation equipment that may be used for the temporary irrigation system.
2. Modify our current design sheet plan base sheets (8 sheets) to include data from site visit; tree locations, irrigation equipment and other noted items.
3. Prepare irrigation development approach indicating how the proposed irrigation system will work utilizing existing equipment.
4. Review preliminary design approach with City staff via conference call.
5. Project Administration.
6. Telephone consultation.

Construction Document Phase

1. Prepare project Title sheet.
2. Based on City comments, prepare final irrigation design plans (8 sheets) indicating all necessary modifications to the existing irrigation system to implement the temporary tree watering system.

3. Prepare irrigation detail sheet that reflects details needed to modify the existing irrigation system.
4. Prepare irrigation specification to coordinate with the design plans.
5. Project Administration.
6. Telephone consultation.

Fees and Terms

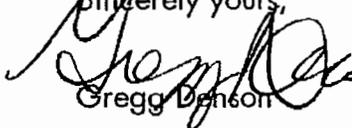
Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

A. Design Development:	\$2,975.00
B. Construction Documents:	\$5,775.00
Professional Fee Total:	\$8,750.00
 Estimated Reimbursable Expenses*	 \$ 200.00
Estimated Fee Total:	\$8,950.00

See "Exhibit A" attached for our hourly rates and reimbursable expenses. We request your written approval of this authorization for Extra Design Services by signing and returning one copy of this letter for our files.

If this is not your understanding, or if you have questions regarding the above, please contact me immediately.

Sincerely yours,



Gregg Benson
Director of Design

Approved: City of Moorpark

By: _____

Title: _____

Date: _____

"EXHIBIT A"

Appended to and part of original Agreement for Professional Services between Architerra Design Group (ADG), and the City of Moorpark dated March 17, 2015.

Fees for Professional Services

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement For Professional Services.

Reimbursable Expenses

The following costs shall be reimbursed at cost plus 15% and are not included in the Fee for Professional Services:

- A. Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, Xerox copying, photo reproductions.
- B. All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Photographic services, film and processing.
- E. Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- F. Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project (Plan check fees, variance applications, etc.).
- G. Fees for additional special consultants retained with the approval of Client.

Additional Services

The Consultant may incur expenses and costs, which are not included in the Basic Fee for Service. If authorized by the client through written job change order confirmation, the Consultant will perform said Additional Services on a time and material basis, according to the following schedule:

Principal	\$150.00/Hour
Director of Design	\$125.00/Hour
Project Manager	\$ 95.00/Hour
Landscape Designer	\$ 75.00/Hour
Clerical	\$ 45.00/Hour