

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, Interim City Engineer/Public Works Director 

DATE: March 25, 2011 (CC Meeting of 04/06/11)

SUBJECT: Consider Award of Contract for the Collins Drive and University Drive Traffic Signal Installation – Project 8078 and Consider Approval of a Resolution Amending Fiscal Year 2010/11 Budget

BACKGROUND

In May 2005, a traffic signal warrants analysis was performed at the intersection of Collins Drive and University Drive. The analysis found that the installation of a traffic signal at this location is warranted based on traffic volume and accident history. In May 2008, the City and the Ventura County Community College District (“District”) entered into a settlement agreement which requires the City to complete the construction of the subject traffic signal by June 30, 2011. That agreement further requires the City to fund the design and construction of these improvements using the District’s tax increment allocation for property taxes received from the Moorpark Redevelopment Agency. The settlement agreement stipulates that the District’s tax increment allocation is to be transferred to the City for the period of Fiscal Year 2006/07 to Fiscal Year 2024/25, up to a cap of \$1,000,000.

On February 4, 2009, the City Council approved this project by establishing Project 8078 in the City’s Capital Improvement Budget. The firm of Hartzog and Crabill was retained to prepare the plans and specifications for the project. On January 5, 2011 the City Council approved the plans for the project and authorized staff to advertise for construction bids.

DISCUSSION

A. Scope of Work

The proposed improvements include all the signal poles, electrical equipment, video

detection system, seven detector loops, traffic signs and thermoplastic striping for a fully signalized, four-way intersection. The signal improvements can be constructed without the need for additional right-of-way. On October 6, 2010, the City Council authorized staff to proceed with the procurement of the traffic signal poles, controller and cabinet to expedite the project. The poles have been purchased and delivered for storage at the Moorpark Public Services Facility. The signal controller and cabinet have been purchased and will be delivered at the time of installation.

An alternate bid item was included for the option of replacing the video detection system with twenty-two additional detector loops to determine if the construction cost would be significantly lower than with video detection. The video detection system would be purchased by the City at a cost of approximately \$25,000.00 and installed by the contractor. An amendment to the settlement agreement with the District would be required to eliminate the video detection since it was included in the agreement.

B. Bid Results and Analysis

Seven construction firms purchased the plans and specifications. Of that number, five bids were received and opened on March 15, 2011. The low bidder is Taft Electric Company, of Ventura, California. The low bidder possesses the necessary qualifications and experience to perform the work and additionally, is a responsive and responsible bidder.

A summary of the bid results is listed as follows:

No.	Bidder	Base Bid (with video detection)	Alternate (without video detection)
1	Taft Electric Company	\$109,714.00	\$115,237.00
2	TDS	\$112,357.00	\$117,357.00
3	Dynalectric	\$134,461.00	\$135,291.00
4	Flatiron Electric Group	\$132,775.00	\$138,525.00
5	Steiney & Company	\$136,601.00	\$143,641.00

The base bid plus the cost to purchase the video detection system would be approximately \$135,000.00 as compared to the \$115,237.00 alternate without video detection. Staff recommends proceeding with the base bid with video detection because the required amendment to the settlement agreement to eliminate video detection would most likely delay the project past the June 30, 2011 deadline for construction. Additionally, future cost savings will be realized with the video detection system in that the replacement of detector loops during asphalt overlay projects would be avoided. The detailed analysis of bids is attached (Attachment 1). The Engineer's estimate is \$180,501.00 for the base bid not including the cost to

purchase the video detection system, and \$192,301.00 for the alternate to include loop detectors.

C. Project Schedule

The anticipated project schedule is as follows:

Award of Construction Contract	04/06/2011
Notice to Proceed	04/25/2011
Project Completion	06/17/2011

D. Environmental Determination

A notice of exemption for Categorical Exemption for this project has been filed with the County Clerk's Office in accordance with the California Environmental Quality Act, (Attachment 2).

FISCAL IMPACT

This project is funded from the District's property tax increment allocation deposited in the Capital Projects Fund (4000). To date the City has received \$231,966.91 from FY 2006/07 through FY 2009/10. The FY 2010/11 allocation is estimated to be \$58,000.000 bringing the total deposited through June 30, 2011 to approximately \$290,000.00.

The estimated project costs are summarized as follows:

Description	Total (\$)
Design (including prior Fiscal Years)	33,240
Construction	
City Acquired Poles, Cabinet, Controller and Video Detection	69,000
Traffic Signal Construction Contract	109,714
Construction Contingency	15,000
Construction Total	193,714
Inspection	10,000
Total	236,954

The Fiscal Year 2010/11 Capital Improvements Budget includes \$211,280.00 for the design and construction of this project. The attached Resolution (Attachment 3) amending the budget to allocate additional available funds is summarized below.

Capital Projects Fund	Current FY 10/11 Budget (\$)	Proposed Change (\$)	Proposed FY 10/11 Budget (\$)
Design/Engineering			
4000.8310.8078.9601	26,280.00	0.00	26,280.00
Construction			
4000.8310.8078.9640	175,000.00	20,000.00	195,000.00
Inspection			
4000.8310.8078.9650	10,000.00		10,000.00
TOTAL	211,280.00	20,000.00	231,280.00

STAFF RECOMMENDATIONS (ROLL CALL VOTE)

1. Award a construction contract to Taft Electric, and authorize the City Manager to execute the construction contract subject to final language approval of the City Manager and City Attorney in the amount of \$109,714.00 for the subject project;
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$15,000.00 if and when the need arises for extra work and services;
3. Authorize staff to purchase a traffic signal video detection system at a not-to-exceed cost of \$25,000.00; and
4. Adopt Resolution 2011 - _____.

Attachment:

- 1 – Bid Analysis
- 2 – Notice of Exemption
- 3 – Budget Amendment
- 4 – Taft Agreement

Collins Drive and University Drive Traffic Signal Installation						
Owner: City of Moorpark			Engineer's Estimate			
Bid Opening: 03/15/11			* marks an allowance			
Bid Schedule						
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
1	702-7	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
2	706-5	R&R PCC CURB RAMP	4	EA	\$3,500.00	\$14,000.00
3	703-20	TRAFFIC SIGNAL & INTERSECTION	1	LS	\$150,000.00	\$150,000.00
4	704	INSTALL CITY-FURNISHED VIDEO	1	LS	\$3,000.00	\$3,000.00
5	704	VEHICLE DETECTOR LOOP	7	EA	\$600.00	\$4,200.00
6	705-7	TRAFFIC SIGNING, STRIPING, MARKINGS	1	LS	\$4,300.00	\$4,300.00
7	707-2	RELEASE ON CONTRACT	1	LS	\$1.00	\$1.00
Bid List Total						\$180,501.00
Schedule A - Omit Video Detection & Add Detector Loops						
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
4a	704	DEDUCT INSTALLTION OF CITY-	1	LS	\$3,000.00	\$3,000.00
5A	704	ADD VEHICLE DETECTOR LOOP	22	EA	\$400.00	\$8,800.00
Bid List Total						\$11,800.00
Total Bid Amount						\$192,301.00
Listed Subs						

Taft Electric Company		TDS		Dynalectric	
1694 Eastman Avenue Ventura, CA 93003 US Bidder Status: Valid		4215 Tierra Rejada Road #184 Moorpark, CA 93021 US Bidder Status: Valid		668 flinn ave #25 moorpark, CA 93021 US Bidder Status: Valid	
Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
\$3,608.00	\$3,608.00	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00
\$2,906.00	\$11,624.00	\$1,900.00	\$7,600.00	\$6,830.00	\$27,320.00
\$81,398.00	\$81,398.00	\$88,106.00	\$88,106.00	\$79,260.00	\$79,260.00
\$2,224.00	\$2,224.00	\$500.00	\$500.00	\$4,450.00	\$4,450.00
\$533.00	\$3,731.00	\$450.00	\$3,150.00	\$330.00	\$2,310.00
\$7,128.00	\$7,128.00	\$8,000.00	\$8,000.00	\$7,620.00	\$7,620.00
\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
	\$109,714.00		\$112,357.00		\$134,461.00
Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
(\$2,001.00)	(\$2,001.00)	(\$500.00)	(\$500.00)	(\$4,450.00)	(\$4,450.00)
\$342.00	\$7,524.00	\$250.00	\$5,500.00	\$240.00	\$5,280.00
	\$5,523.00		\$5,000.00		\$830.00
	\$115,237.00		\$117,357.00		\$135,291.00
Interstate Striping & Signs 391 Dryden Street Thousand Oaks, CA 91360 License No: 838618 Signing & Striping					
TORO ENTERPRISES 511 BUENA VISTA AVE. CA, CA 93030 License No: 710580 Concrete Curb Ramps					

<p>Flatiron Electric Group, Inc. 7911 A Chino, CA 91708 US Bidder Status: Valid</p>		<p>Steiny and Company, Inc. 12907 E. Garvey Ave Baldwin Park, CA 91762 US Bidder Status: Valid</p>	
Unit Price	Item Total	Unit Price	Item Total
\$500.00	\$500.00	\$2,600.00	\$2,600.00
\$7,282.00	\$29,128.00	\$5,700.00	\$22,800.00
\$88,476.00	\$88,476.00	\$93,900.00	\$93,900.00
\$2,050.00	\$2,050.00	\$1,200.00	\$1,200.00
\$500.00	\$3,500.00	\$700.00	\$4,900.00
\$9,120.00	\$9,120.00	\$11,200.00	\$11,200.00
\$1.00	\$1.00	\$1.00	\$1.00
	\$132,775.00		\$136,601.00
Unit Price	Item Total	Unit Price	Item Total
(\$1,950.00)	(\$1,950.00)	(\$1,100.00)	(\$1,100.00)
\$350.00	\$7,700.00	\$370.00	\$8,140.00
	\$5,750.00		\$7,040.00
	\$138,525.00		\$143,641.00



POSTED

MAR 02 2011
MARK A. LUNN
Ventura County Clerk and Recorder
By: _____, Deputy

NOTICE OF EXEMPTION
CITY OF MOORPARK
799 MOORPARK AVENUE
MOORPARK, CA 93021
(805) 517-6200

TO: X County Clerk _____ State Clearinghouse
County of Ventura Office of Planning and Research
800 S. Victoria Ave. Loc.#1210 1400 Tenth Street, Room 121
Ventura, CA 93009-1210 Sacramento, CA 95814

Submission of this form is optional. Local agencies or private individuals may file this form with the County Clerk (Public Resources Code Sec. 21152.b). Filing of this notice starts a 35-day statute of limitations on court challenges to project approval (Public Resources Code Sec. 21167.d.). Failure to file this notice results in the statute of limitations being extended to 180 days.

Project Title: Construction of a Traffic Signal (Project 8078)
Project Type: _____ Private Project X Public Project
Project Location: On Collins Drive and University Drive in the City of Moorpark
City: Moorpark **Zip Code:** 93021 **County:** Ventura

Description of Nature, Purpose and Beneficiaries of Project: In May 2005, a traffic signal warrants analysis was performed at the intersection of Collins Drive and University Drive. The analysis found that the installation of a traffic signal at this location is warranted based on the traffic volume and accident history. The project will include eight (8) signal poles, electrical equipment, video detection system, traffic signs and thermoplastic striping for a fully signalized, four-way intersection. All improvements are to occur within existing City right-of-way.

Name of Public Agency Approving Project: City of Moorpark **Date of Approval:** 01/05/11

Name of Person/Agency Carrying Out Project: Dave Klotzle, City of Moorpark Public Works Department

FILED

Exempt Status (check one):
_____ Ministerial (Sec. 15073)
_____ Declared Emergency (Sec. 17071.a.)
_____ Emergency Project (Sec. 15071.b. and c.)
X Categorical Exemption (state type and section)
_____ General Rule Exemption

DATE: MAR 02 2011
MARK A. LUNN
Ventura County Clerk and Recorder
By: Kristi Hamlet, Deputy

Section 15301 AND 15303 Class 1 (c) and 3 (d) (Existing Facilities and New Construction or Conversion of Small Structures)

Reasons Why Project is Exempt: The public project is categorically exempt because the construction consists of improvements to an existing street within existing City right-of-way; and the project consists of installation of new traffic signal light equipment within the existing City right-of-way for street improvements to an existing intersection.

Contact Person: Dave Klotzle, Interim City Engineer and Director of Public Works **Phone:** (805) 517-6285 **Ext.:**

If filed by Applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes _____ No _____

Date Filed: 02/9/11 **Signature:** David A. Blawie **Title:** Community Development Director, City of Moorpark

RESOLUTION NO. 2011 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2010/11 BUDGET TO FUND ADDITIONAL CONSTRUCTION COSTS FOR THE COLLINS AND UNIVERSITY TRAFFIC SIGNAL PROJECT (PROJECT 8078)

WHEREAS, on June 16, 2010, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2010/2011; and

WHEREAS, the adopted budget includes the Collins and University Traffic Signal Capital Improvement Project 8078 with a total appropriation of \$202,780.00 from the Capital Projects Fund (4000). This appropriation was subsequently adjusted to \$211,280.00 after staff completed the final accounting of Fiscal Year 2009/2010 project costs; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment increase of \$20,000.00 from the Capital Projects Fund (4000); and

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

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

SECTION 1. That a budget amendment in the aggregate increase of \$20,000.00 as more particularly described in Exhibit "A", 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 6th day of April, 2011.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
CAPITAL PROJECTS (FUND 4000)
TO INCREASE FUNDING FOR THE COLLINS AND UNIVERSITY
TRAFFIC SIGNAL PROJECT (PROJECT 8078)
FY 2010-2011**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Capital Projects	4000-5500	\$ 20,000
Total		\$ 20,000

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
4000.8310.8078.9601	\$ 26,280.00	\$ -	\$ 26,280
4000.8310.8078.9640	\$ 175,000.00	\$ 20,000	\$ 195,000
4000.8310.8078.9650	\$ 10,000.00	\$ -	\$ 10,000
Total	\$ 211,280	\$ 20,000	\$ 231,280

Finance Approval: 

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
TAFT ELECTRIC COMPANY, INC., FOR TRAFFIC SIGNAL INSTALLATION AT
COLLINS DRIVE AND UNIVERSITY DRIVE**

THIS AGREEMENT, is made and effective as of this ____ day of _____, 2011, between the City of Moorpark, a municipal Corporation (“City”) and Taft Electric Company, 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 installation of a traffic signal at Collins Drive and University Drive; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications and background to carry out the duties involved; and

WHEREAS, the City Council of the City at a meeting held on the 6th day of April, 2011, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

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

1. TERM

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

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to installation of a traffic signal at Collins Drive and University Drive, as set forth in Exhibit B: Contractor’s Bid Proposal, dated March 15, 2011, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal.” Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B attached hereto and incorporated herein by this reference as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total value of one

hundred nine thousand, seven hundred and fourteen dollars (\$109,714.00) as stated in Exhibit B, without the written authorization of the City Manager. Payment by City to Contractor shall be as referred to in this Agreement.

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 Dave Norwine, Traffic Division Manager, 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 one hundred nine thousand, seven hundred and fourteen dollars (\$109,714.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager, as authorized by City Council, may approve additional work not to exceed fifteen thousand dollars (\$15,000.00).

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. Consultant 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.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City as referred to herein.

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, he/she shall forfeit and pay to the City, as liquidated damages, the sum of five hundred dollars (\$500.00) 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 hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its Project Contractors, and engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including attorneys' fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily injury to

persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or subcontractors including but not limited to, liability arising from:

a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors;

b) Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;

c) Any act, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;

d) Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and

e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-sections a, b, c, and d, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

Contractor's 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's 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. 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 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
(805) 517-6200

To: James Marsh, President
Taft Electric Company, Inc.
1694 Eastman Avenue
Ventura, California 93003
(805) 642-0121

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 the City Manager.

26. TIME OF COMPLETION

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

27. PRECEDENCE

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

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

TAFT ELECTRIC COMPANY, INC.

By: _____
Steven Kueny, City Manager

By: _____
James Marsh, President

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$5,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.

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

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

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

2. Workers' Compensation

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

3. Business Auto Coverage

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

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by

Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where

applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to change City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

CITY OF MOORPARK
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
PROPOSAL
FOR
Collins Drive and University Drive Traffic Signal Installation

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

Collins Drive and University Drive Traffic Signal Installation

Specification No. MPK 11-03

Bids to be received on March 1, 2011, at 3:00 p.m.

Completion Time: 40 Consecutive Working Days after Receipt of Notice to Proceed

Liquidated Damages \$500 per Calendar Day

Number of Pages in Proposal: 16

CONTRACTOR

Name Taft Electric CompanyStreet Address 1694 Eastman AveCity Ventura State CA Zip Code 93003Telephone Number 805-642-0121Fax Number 805-650-9015Email therrera@taftelectric.com

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

SUBMIT PAGES 14 THROUGH 29 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

Collins Drive and University Drive Traffic Signal Installation

Instructions for Signing Proposal, Bonds, and ContractPage 16

Contractor's Proposal StatementPage 17

Proposed Schedule of Work and Prices.....Page 18

Bidder's Bond to Accompany ProposalPage 20

Form to Accompany Bid Bond.....Page 21

Statement of Bidder's Qualifications and ReferencesPage 22

Statement of Bidder's Past Contract Disqualifications.....Page 24

Questionnaire Regarding SubcontractorsPage 25

Bidder's Statement of Subcontractors and Material FabricatorsPage 26

Non-collision Affidavit.....Page 27

Equal Opportunity CertificatePage 28

Title 49, Code of Federal Regulations Part 29 Debarment and
Suspension Certification.....Page 29

INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations

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

Partnerships

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

Joint Ventures

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

Individuals

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

Fictitious Names

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

Bonds

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

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

CONTRACTOR'S PROPOSAL STATEMENT

City of Moorpark
Moorpark, California 93021

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

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

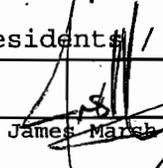
The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

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

Licensed in accordance with an act providing for the registration of Contractor's License No. 772245 Class A, B, C10 Expiration Date 12/31/2011

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

James Marsh, President / Carol Smith, Secretary

Signature of Bidder  3/14/2011 Title President

Signature of Bidder  3/14/2011 Title Secretary

Name of Contractor or Firm Taft Electric Company Date of Submittal 3/15/2011, 2009
Telephone No. (805) 642-0121

Address 1694 Eastman Ave., Ventura, CA 93003

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

Federal Tax Identification Number: 77-0007216

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Ventura }

On 3/14/11 before me, Tina Bytheway, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Marsh
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 Tina Bytheway
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

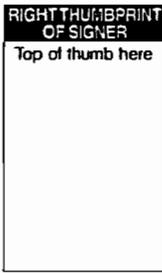
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 3/14/11 before me, Tina Bytheway, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Carol Smith

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

Tina Bytheway

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

**PROPOSED SCHEDULE OF WORK AND PRICES
FOR
COLLINS DRIVE AND UNIVERSITY DRIVE TRAFFIC SIGNAL INSTALLATION**

BASE BID						
Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
1	702-7	Traffic Control and Lane Closure	1	LS	\$3,608.00	\$ 3,608.00
2	706-5	Remove and Replace PCC Curb Ramp	4	EA	\$2,906.00	\$ 11,840.00 \$11,624.00
3	703-20	Traffic Signal and Intersection Lighting System (City-furnished poles, cabinet and equipment)	1	LS	\$81,398.00	\$ 81,398.00
4	704	Install City-furnished Video Detection System	1	LS	\$2,224.00	\$ 2,224.00
5	704	Vehicle Detector Loop	7	EA	\$ 533.00	\$ 3,731.00
6	705-7	Traffic Signing, Striping, Markings and Markers	1	LS	\$7,128.00	\$ 7,128.00
7	707-2	Release on Contract	1	LS	\$1.00	\$1.00

TMH
03/16/2011

Total Amount of Base Bid \$ ~~109,930.00~~ **\$109,714.00**

TMH

Schedule A – Omit Video Detection and add Detector Loops						
Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
4A	704	Deduct Installation of City-furnished Video Detection System	1	LS	\$(2,001.00)	(\$ 2,001.00)
5A	704	Add Vehicle Detector Loop	22	EA	\$ 342.00	\$7,524.00

03/16/2011

Total Amount of Schedule A \$ 5,523.00
(show a deduction in parentheses)

Total Amount of Base Bid plus Schedule A \$ ~~115,453.00~~ **\$115,237.00**

TMH

Contractor's Name Taft Electric Company

03/16/2011

Contractor **MUST** bid on Base Bid and Schedule A.
Award of contract, if made, will be made to the lowest responsive and responsible bidder based on the Base Bid amount and the City reserves the right to include the work associated with Schedule A.

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245

HOME OFFICE

1694 EASTMAN AVENUE • P.O. BOX 3416 • VENTURA, CALIFORNIA 93006 • (805) 642-0121

March 16, 2011

City of Moorpark
Linda Williams
799 Moorpark Avenue
Moorpark, CA 93021

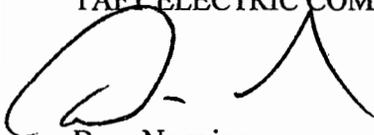
Re: Bid Schedule-Collins Drive & University Drive
Traffic Signal Installation

Linda

Taft Electric Company has corrected Bid Item #2, the Base Bid & the Grand Total on our bid schedule for the above mentioned project. Taft is in agreement with the change and accepts this as our new bid total.

If you should have any questions, please feel free to contact me.

Sincerely,
TAFT ELECTRIC COMPANY



Dave Norwine
Traffic Division Manager

**PROPOSED SCHEDULE OF WORK AND PRICES
FOR
COLLINS DRIVE AND UNIVERSITY DRIVE TRAFFIC SIGNAL INSTALLATION**

BASE BID						
Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
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2	706-5	Remove and Replace PCC Curb Ramp	4	EA	\$2,906.00	\$ 11,840.00
3	703-20	Traffic Signal and Intersection Lighting System (City-furnished poles, cabinet and equipment)	1	LS	\$81,398.00	\$ 81,398.00
4	704	Install City-furnished Video Detection System	1	LS	\$2,224.00	\$ 2,224.00
5	704	Vehicle Detector Loop	7	EA	\$ 533.00	\$ 3,731.00
6	705-7	Traffic Signing, Striping, Markings and Markers	1	LS	\$7,128.00	\$ 7,128.00
7	707-2	Release on Contract	1	LS	\$1.00	\$1.00

Total Amount of Base Bid \$ 109,930.00

Schedule A – Omit Video Detection and add Detector Loops						
Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
4A	704	Deduct Installation of City-furnished Video Detection System	1	LS	\$(2,001.00)	(\$ 2,001.00)
5A	704	Add Vehicle Detector Loop	22	EA	\$ 342.00	\$7,524.00

Total Amount of Schedule A \$ 5,523.00
(show a deduction in parentheses)

Total Amount of Base Bid plus Schedule A \$ 115,453.00

Contractor's Name Taft Electric Company

Contractor **MUST** bid on Base Bid and Schedule A.
Award of contract, if made, will be made to the lowest responsive and responsible bidder based on the Base Bid amount and the City reserves the right to include the work associated with Schedule A.

**PROPOSED SCHEDULE OF WORK AND PRICES
Collins Drive and University Drive Traffic Signal Installation**

*ADDITIONS/DEDUCTIONS

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

Adjusted Total Bid Amount: \$ _____

Adjusted Total Bid Amount in Words: _____

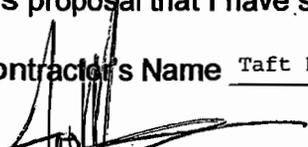
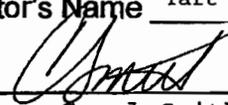
**Sales Tax Adjustment (If Applicable) _____

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

** Sales tax deduction entered on this line is the amount the bid is to be reduced in order to receive credit for purchases made in the City of Moorpark pursuant to Bid Terms and Conditions, Sales Tax Reimbursements.

The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	1	2/17/2011
	2	3/10/2011
	_____	_____

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

Contractor's Name	<u>Taft Electric Company</u>	Contractor's Name	<u>Taft Electric Company</u>
	<u>3/14/2011</u>		<u>3/14/2011</u>
Signature	James Marsh	Signature	Carol Smith
	Date		Date
President		Secretary	
_____		_____	
Title		Title	

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

WITNESS our hands this 8TH day of MARCH, 2011

TAFT ELECTRIC COMPANY
Contractor

By [Signature]
JAMES MARSH
Title PRESIDENT

By [Signature]
Carol Smith
Title Secretary

WESTERN SURETY COMPANY
Surety
By [Signature]
JUDY PEAREN, ATTORNEY-IN-FACT

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

SEE ATTACHED NOTARY FORM REQUIRED BY CA LAW AS OF JAN. 2008

On this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____

know to be the _____

Of _____ and the same person whose name is subscribed to the within instrument as the _____ of said

_____. And the said _____ duly

acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

SEE ATTACHED NOTARY FORM REQUIRED BY CA LAW AS OF JAN. 2008

Notary Public in and for said
County and State aforesaid.

If certified or cashier's check is submitted herewith, state check number _____

and

Amount \$ _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA BARBARA

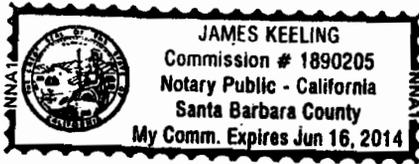
On 3-8-2011 before me, JAMES KEELING NOTARY PUBLIC

personally appeared JUDY PEAREN

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 James Keeling
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 3-8-2011 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JUDY PEAREN

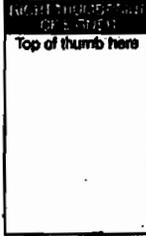
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: WESTERN SURETY COMPANY

Signer's Name: _____

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



Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kimberly Kay Magno, Judy Pearen, George V Valois, Susan M Rodriguez, Laura Ann Decker, Individually

of Santa Barbara, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 7th day of November, 2006.



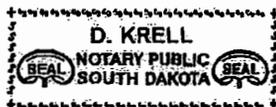
WESTERN SURETY COMPANY

Paul T. Bruflatt, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of November, 2006, before me personally came Paul T. Bruflatt, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of March, 2011



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Ventura }

On 3/14/11 before me, Tina Bytheway, Notary Public
Date Here Insert Name and Title of the Officer

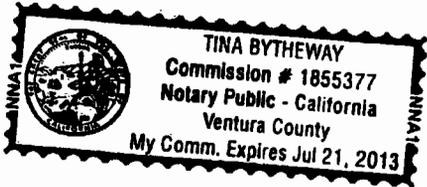
personally appeared Carol Smith
Name(s) of Signer(s)

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 Tina Bytheway
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

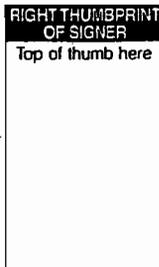
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

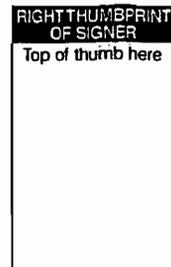
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 3/9/11
Date

before me, Tina Bytheway, Notary Public
Here Insert Name and Title of the Officer

personally appeared James Marsh

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 Tina Bytheway
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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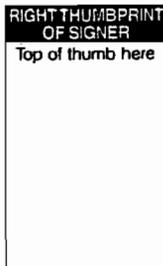
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

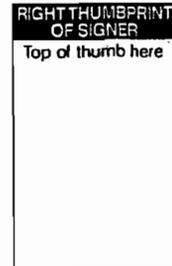
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

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

Required Qualifications: Bidders must hold a valid State of California Contractor's License Class A or C-10 at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 63 years

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

Reference No. 1

Customer Name: CalTrans
 Contact Individual: Hassan Mannaa Phone No. 818-364-2760
 Address: 100 S. Main St. Los Angeles, CA
 Contract Amount: \$8,300,000.00 Year: February, 2010
 Description of work done:
Lighting Mod, Traffic Signal Installation on Freeway 23

Reference No. 2

Customer Name: CalTrans
 Contact Individual: Hassan Mannaa Phone No. 818-364-2760
 Address: 100 S. Main St. Los Angeles, CA
 Contract Amount: \$4,200,000.00 Year: March 2009
 Description of work done:
Lighting Mod, Traffic Signal Installation on Freeway 5 & 14
Santa Clarita, CA

Reference No. 3

Customer Name: CalTrans
 Contact Individual: Hassan Mannaa Phone No. 818-364-2760
 Address: 100 S. Main St. Los Angeles, CA
 Contract Amount: \$ 800,000.00 Year: November 2009
 Description of work done:
Lighting Mod, Traffic Signal Installation on Topanga Canyon

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTY OF Ventura

I am the President

Of _____

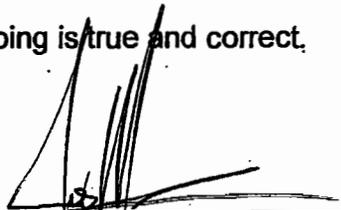
Taft Electric Company, the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 3/14/2011 at _____
California.

(date)

(place)

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



Signature of Bidder

James Marsh

President

Title



Signature of Bidder

Carol Smith

Secretary

Title

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

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

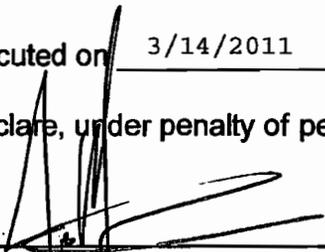
1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No X

2. If Yes, explain the circumstances.

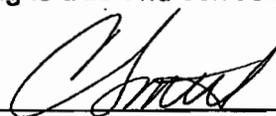
Executed on 3/14/2011 at Ventura, California.

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



Signature(s) of Authorized Bidder:
James Marsh
President

Title



Signature(s) of Authorized Bidder
Carols Smith
Secretary

Title

QUESTIONNAIRE REGARDING SUBCONTRACTORS

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

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

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

Dated this 14 day of March, 2011.

Taft Electric Company

Name of Company

By

James Marsh
President

Title

By

Carol Smith
Secretary

Title

**BIDDER'S STATEMENT OF SUBCONTRACTORS
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime 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 prime 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 of one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

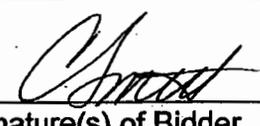
Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of The Work to be Done
Toro Enterprises	710580	511 Buena Vista, CA	Concrete Curb Ramps
Interstate Striping & Signs, Inc.	838618	391 Dryden St Thousand Oaks CA	Signing & Striping



 Signature(s) of Bidder 3/14/2011 Date
 Date

James Marsh
 President

Title



 Signature(s) of Bidder 3/14/2011

Carol Smith
 Secretary

Title

**ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Ventura }
 On 3/14/11 before me, Tina Bytheway, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared James Marsh
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 Tina Bytheway
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

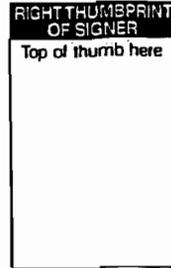
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Ventura }
 On 3/14/11 before me, Tina Bytheway, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Carol Smith
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 Tina Bytheway
Signature of Notary Public

Place Notary Seal Above

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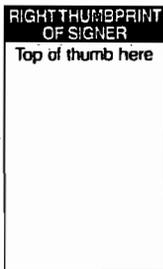
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

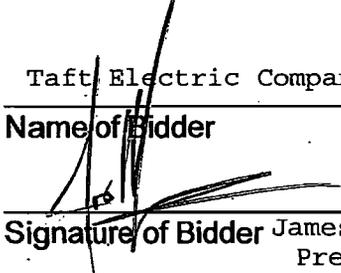
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Moorpark
DEPARTMENT OF PUBLIC WORKS

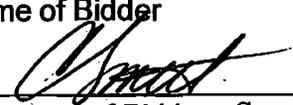
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Taft Electric Company

Name of Bidder


Signature of Bidder James Marsh,
President

Taft Electric Company

Name of Bidder


Signature of Bidder Carol Smith,
Secretary
1694 Eastman Ave., Ventura, CA

Address of Bidder

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgment Form)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 3/14/11 before me, Tina Bytheway, Notary Public

personally appeared James Marsh

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.



Place Notary Seal Above

Signature Tina Bytheway
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

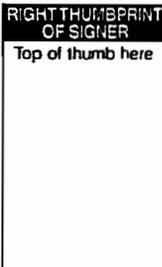
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

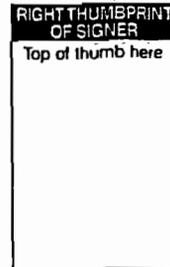
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 3/14/11 before me, Tina Bytheway, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Carol Smith
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 Tina Bytheway
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

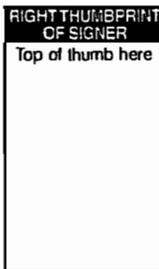
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

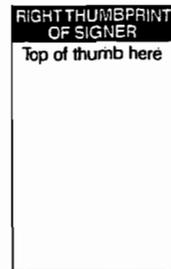
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

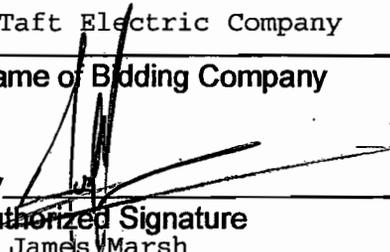
EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS PROPOSAL.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Taft Electric Company

Name of Bidding Company

By 

Authorized Signature
James Marsh

President
Title (Typed)

3/14/2011
Date

**TITLE 49, CODE OF FEDERAL REGULATIONS PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

EXHIBIT C

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

**Collins Drive and University Drive
Traffic Signal Installation**

Specification No. MPK 11-03

**This document will be available for viewing in the
Large Conference Room of the Moorpark City Hall**