

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director 
Prepared by: Teddy Okoye, Assistant City Engineer

DATE: August 22, 2006 (Council Meeting 9-20-06)

SUBJECT: Consider Award of Construction Contract to Replace and Cover Over Street Names and Directional Signs on Routes 23 and 118 as a Result of Street Name Changes to Princeton Avenue and Los Angeles Avenue

DISCUSSION

A. Background

On June 21, 2006, the City Council approved the Plans and Specifications for a project to replace and cover over street names and directional signs on Routes 118 and 23, due to street name changes to Princeton Avenue and Los Angeles Avenue; and authorized staff to advertise for receipt of bids.

B. Project Scope

The scope of work includes:

1. Fabrication and replacement of eight 20' x 10' overhead sign panels.
2. Replacement of eleven roadway and traffic signal signs.
3. Changing street names on eight overhead sign panels by "covering/patching" over existing names on the sign panels.

Staff also proposes to hire MNS Engineers, Inc. to provide construction inspection services for a not to exceed amount of \$12,000. The MNS proposal for this work is attached. (Attachment 3)

C. Bid Results/Analysis

Construction bids were requested from 8 construction firms. Only 3 bids were received, and opened on August 22, 2006. The low bidder is Peterson-Chase General Engineering Construction, Inc. (Peterson-Chase) of Irvine California. The low bidder, Peterson-Chase, is qualified to perform the work and is responsive and responsible bidder. There was a mathematical error in addition of the total bid amount on the Contractor's Bid Proposal. The total amount reflected on the Bid Proposal is \$85,601.00, however, the correct amount is \$84,501.00. Staff has verified the amount with Peterson-Chase. A summary of the bid results is attached as Attachment 1.

The bid results are as follows:

No.	Bidder	Amount
1	Peterson-Chase Engineering (Irvine)	\$84,501
2	TDS Engineering (Westlake Village)	\$90,325
3	Sterndahl Enterprises (Sun Valley)	\$93,701

The Engineer's estimate was \$110,301.

D. Fiscal Impact

1. **Total Project Cost:** A summary of the total project cost is shown below.

Element		Cost (\$)
Design		\$28,000.00
Construction		
Bid Amount	\$84,501.00	
Contingency (10%)	\$8,450.10	
Construction Admin./Inspection	\$12,000.00	
	Subtotal	\$104,951.10
		\$104,951.10
	Total Project Cost	\$132,951.10

2. **Current FY 2006/2007 Budget:** The approved budget for this project is \$133,000.00.

E. Schedule

It is anticipated that the project will be completed by December 2006.

STAFF RECOMMENDATIONS (ROLL CALL VOTE)

1. Award of a construction contract to Peterson-Chase General Engineering Construction, Inc., and authorize the Mayor to execute the construction contract (Attachment 2) in the amount of \$84,501 for the Routes 23/118 Sign Change Project;
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$8,500 if and when the need arises for extra work and services;
3. Authorize the City Manager to enter into an agreement with MNS Engineers, Inc. in the amount of, not to exceed, \$12,000 for construction management services.

Attachments:

- 1 Bid Results
- 2 Agreement
- 3 MNS Proposal

Bid Opening:
 August 22, 2006

Bidder >>>>

Name:
 Address:
 Cit, State:
 Tel. No.:
 Contact Person:

Engineer's Estimate

Vendor 1

Peterson-Chase Engineering
 1792 Kaiser Avenue
 Irvine, CA 92614
 (949) 252-0441
 Dick Vogels

Vendor 2

TDS Engineering
 2899 Agoura Road, Suite 171
 Westlake Village, CA 91361
 (805) 371-4639
 David Wuertz

Item	Description	Est Qty	Units	Engineer's Estimate		Vendor 1		Vendor 2	
				Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	20,000.00	20,000.00	20,000.00	20,000.00	28,000.00	28,000.00
2	Replace Overhead Panels	8	EA	10,000.00	80,000.00	6,000.00	48,000.00	6,353.00	50,824.00
3	Cover Overhead Panels	7	EA	1,000.00	7,000.00	1,100.00	7,700.00	700.00	4,900.00
4	Replace St Name Signs	11	EA	300.00	3,300.00	800.00	8,800.00	600.00	6,600.00
5	Release of Contract	1	LS	1.00	1.00	1.00	1.00	1.00	1.00
Total					110,301.00		84,501.00		90,325.00

Bid Opening:
 August 22, 2006

Bidder >>>>

Vendor 3

Vendor 4

Vendor 5

Name: Sterndahl Engerprises, Inc.
 Address: 11861 Branford Street
 Cit, State: Sun Valley, CA 91352
 Tel. No.: (818) 834-8199
 Contact Person: Dennis Sterndahl

Item	Description	Bidder >>>>		Vendor 3		Vendor 4		Vendor 5	
		Est Qty	Units	Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	27,000.00	27,000.00			0.00	0.00
2	Replace Overhead Panels	8	EA	6,500.00	52,000.00			0.00	0.00
3	Cover Overhead Panels	7	EA	1,000.00	7,000.00			0.00	0.00
4	Replace St Name Signs	11	EA	700.00	7,700.00			0.00	0.00
5	Release of Contract	1	LS	1.00	1.00			0.00	0.00
Total					93,701.00			0.00	0.00

****AGREEMENT****
SR 23/SR 118 FREEWAY SIGN REPLACEMENT PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, in the County of Ventura, State of California, by and between the City of Moorpark, a municipal corporation (hereinafter "Agency") and, Peterson-Chase General Engineering Construction, Inc. (hereinafter "Contractor").

WHEREAS, the City Council of the City of Moorpark at a meeting held on the 20th day of September, 2006, authorized the Mayor and City Clerk to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Defined Terms

1.1 Terms used in this Agreement which are defined in the General Provisions and Special Provisions have the meaning assigned to them in the General Provisions and Special Provisions of the Contract Documents and Specifications.

2. Scope of Work

2.1 The Contractor shall furnish all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the work described as follows:

2.2 The Contractor shall perform all of the work in strict accordance with the Contract Documents as enumerated in Article 8 hereof.

2.3 The Contractor shall be liable to the Agency for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Agency, its officers, employees or agents, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract Documents.

3. Schedule

3.1 The Contractor shall commence the work on the date stated in the Notice to Proceed and shall diligently pursue the work to completion within forty (40) working days thereafter, and upon the work schedule, if any, as specified in the Special Provisions, except as such time may be extended in writing by the Agency in accordance with the Specifications, time being of the essence.

4. Liquidated Damages

4.1 If the Contractor fails to complete the work, or any portion thereof, within the time period required by Article 3 herein or as duly extended in writing by the

Agency, he shall forfeit and pay to the Agency, as liquidated damages, the sum of five hundred dollars (\$500) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. The liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract. [Government Code Section 53069.85] Progress payments made by the Agency after the above specified completion date shall not constitute a waiver of liquidated damages by the Agency.

5. Contract Price

5.1 The Agency shall pay to the Contractor as full consideration for the faithful performance of the contract entered into by this Agreement, subject to any additions or deductions as provided in the Contract Documents the sum of eighty-four thousand, five hundred and one dollars (\$84,501.00), said sum being the total amount of the amounts stipulated in the Contractor's Proposal attached as Exhibit "A" of this Agreement.

6. Payments

6.1 If the Special Provisions do not provide for progress payments, the Contractor shall be paid within thirty-five (35) days after Contractor furnishes Agency with a release of all undisputed contract amounts, if required by Agency, and final acceptance of the work by the City Council.

6.2 If progress payments are to be made pursuant to the Special Provisions, Contractor shall submit the required monthly statement to the Engineer commencing on the 5th day of month after the Agency issues the Notice To Proceed and, if required by the Engineer, a release of all undisputed contract amounts related to said statement.

6.3 In the event there is any claim specifically excluded by Contractor from the operation of the release, there shall be retained by Agency an amount not to exceed the amount of the disputed claim. [P.C.C. Section 7100]

7. Legal Requirements

7.1 Pursuant to California Labor Code Section 1810, et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to Agency the sum of \$25.00 for each worker employed in the execution of the contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Labor Code Section 1815. [Labor Code Section 1813]

7.2 (A) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the contract are on file in, and available at, the

office of the City Clerk 799 Moorpark Avenue, Moorpark, California 93021. [Labor Code Section 1773.2]

(B) The Contractor shall post at the work site, for the duration of the contract, a copy of the determination of the specified prevailing rate of per diem wages. [Labor Code Section 1773.2]

(C) The Contractor, and any subcontractor, under the Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. [Labor Code Section 1771] The Contractor shall have responsibility for compliance with California Labor Code Section 1776 relative to the retention and inspection of payroll records. [Labor Code Section 1776]

7.3 The Agency shall withhold penalties and forfeitures from payments due to the Contract for noncompliance with the California Labor Code [Labor Code Section 1727].

7.4 Nothing in this contract shall prevent the Contractor or any subcontractor from employing properly registered apprentices in the execution of the contract. The Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 for all apprentice occupations. [Labor Code Sec. 1777.5]

7.5 Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in the employment of persons upon the work because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex 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]

7.6 Contractor shall, at Contractor's sole expense, obtain all necessary permits and licenses for the work and give all necessary notices and pay all fees and taxes required by law.

7.7 All bonds provided by the Contractor to satisfy the terms of the specifications shall be issued by an admitted surety insurer.

7.8 The City and Consultant 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. Any litigation concerning this Agreement shall be filed in the applicable court in Ventura County, California.

8. Contract Documents and Specifications

8.1 The contract entered into by this Agreement consists of the following Contract Documents and Specifications, all of, which are component parts of the contract as is herein set forth in full or attached hereto:

Notice Inviting Sealed Bids

Instructions to Bidders

Proposal, as accepted

Bid Bond

Agreement (Public Works Contract)

Payment Bond (Labor and Material)

Performance Bond

Contractor's Certificate Regarding Workers' Compensation

Standard Specifications, identified as the Standard Specifications for Public Works Construction (Green Book), Most Recent Edition

State Standard Specifications, identified as the California Department of Transportation Standard Specifications, Most Recent Edition

Special Provisions

Location Maps and Quantity Charts [see Appendices]

Addenda Nos. 1, 2 and 3

Other documents (i.e. Permits, Referenced Specifications, etc., list here).

Caltrans Permit No. 706-NMC-1200

9. Independent Contractor

9.1 The Contractor is and shall at all times remain as to the Agency a wholly-independent Contractor. Neither the Agency nor any of its officers, employees, or agents shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents and Specifications. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of the Agency.

10. Indemnification

10.1 The Contractor hereby agrees to indemnify, defend and hold harmless the Agency, and its officers, employees, servants and agents from and against any and all claims, liability, loss, damage, cost, and expense, including court costs and

attorneys' fees, whether or not litigation be commenced, of whatever nature or type, that the Agency or any of its officers, employees or agents, may hereinafter suffer, incur, be put to pay or lay out by reason of:

- (1) Any injury or death to any person or damage to any property sustained or alleged to have been sustained as a result of the work, or the performance thereof, contemplated hereby, or any defect in material, equipment or workmanship that becomes evident within one year after the date of recordation of the notice of completion.
- (2) Any other act or omission of the Contractor, its agents, representatives or other persons who are at any time engaged in the course of work or in the repair, replacement or restoration of any portion of the work made necessary by any defect in material or workmanship including, but not limited to, subcontractors, laborers, materialism and suppliers; or
- (3) Any breach or default of the Contractor in the performance of its obligations hereunder.

10.2 The aforesaid Indemnification and Held Harmless Agreement shall not include any claims of liability arising from the established sole negligence of willful misconduct of the City or its officers, employees, servants or agents.

10.3 The aforesaid Indemnification and Held Harmless Agreement shall apply regardless of whether or not the insurance policies specified in this agreement or other Contract Document shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

11. Insurance

11.1 Contractor shall not commence the work until he shall have purchased, at his sole expense, from one or more good and responsible companies doing insurance business in the State of California and shall have furnished to the City Clerk certificates of all insurance required under this Article and such insurance shall have been approved by the Agency as to form, amount and terms; nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required on the subcontractor shall have been so obtained and approved. Each such policy of insurance shall be maintained in full force and effect for the duration of the contract and shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation or amendment of the policy for any reason whatsoever, the City Clerk shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the expiration, cancellation or amendment is effective.

11.2 Contractor, and every subcontractor, shall provide comprehensive liability insurance in which the Agency is the named insured or is named as an additional insured. Notwithstanding any inconsistent statement in the policy or any

subsequent endorsement attached thereto, the protection offered by the policy shall:

- (1) Insure the Agency and its officers, employees, servants and agents from claims for damages for personal injury to any person, including death, and for damage to the property of any person which may arise or result from Contractor's or any subcontractor's execution of the work or other obligation under the execution of the work or other obligation under the Contract Documents, whether such execution be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either Contractor or any subcontractor.
- (2) Provide the minimum limits set forth in the Specifications.
- (3) Be written on an occurrence basis.
- (4) Be primary to the City's liability insurance.
- (5) Be issued by an insurer with a Best's rating of A:VII or better and be licensed to do business in the State of California.
- (6) State a deductible amount that is acceptable to the City.

11.3 Contractor, and every subcontractor, shall provide complete workers' compensation insurance in accordance with the requirements of Section 3800 of the California Labor Code. If any class of employees engaged in the work is not protected under any workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection not otherwise protected. Contractor shall indemnify, defend and hold harmless the Agency and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

12. Agency's Right to Terminate

12.1 If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Agency, or otherwise breach any reasons for such intention to terminate, the Agency may terminate this agreement.

Unless within five (5) days after the service of a notice of intent to terminate the agreement, such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said five (5) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

12.2 Performance by Surety or Agency. In event of any such termination, the Agency shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within five (5) days after service upon it of said notice of termination does not give the Agency written notice of its intention to take over and perform this contract or does not commence performance thereof within ten (10) days from the date of serving such notice, the Agency may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the Agency for any excess cost or other damages occasioned the Agency thereby.

If the Agency takes over the work as hereinabove provided, the Agency may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

Additional Costs of finishing work, including compensation for additional engineering, architectural, managerial, and administrative services, shall be paid to the Agency, without prejudice to any other rights or remedies available at law or in equity to the Agency.

13. Notice

13.1 Whenever it shall be necessary for either party to serve notice on the other respecting the contract, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to:

City of Moorpark
Attn: City Manager
799 Moorpark Avenue
Moorpark, California, 93021
(805) 517-6285

and to the Contractor at:

Peterson-Chase General Engineering Construction, Inc.
Attn: Dick Vogels
1792 Kaiser Avenue
Irvine, CA 92614
(949) 292-5819

unless and until different addresses may be furnished in writing by either party to the other.

13.2 Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States postal service. This shall be a valid and sufficient service of notice for all purposes.

14. Assignment

14.1 The Contractor shall not assign the performance of the contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of the Agency. It is understood and acknowledged by the parties that the contractor is the lowest responsible bidder qualified to perform the work.

14.2 Subject to the provision of this Article regarding assignment, the contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

15. Unassigned

16. Miscellaneous Provisions

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

16.2 The contract shall be effective from and after the date that this Agreement is signed by the representatives of the Agency.

16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the contract.

16.4 The remedies contained in this agreement are cumulative, and in addition to and not limitation of, any remedy at law or in equity to which the City may be entitled.

17. Entire Agreement

17.1 The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

17.2 The Contract Documents are intended to be complimentary. Work required by one of the Contract Documents and Specifications and not by others shall be done as if required by all.

17.3 Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provisions is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction.

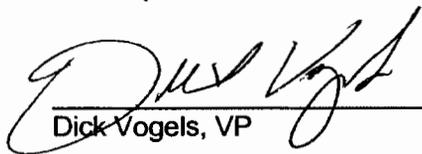
17.4 The Contract Documents shall not be amended except by a writing duly executed by the parties.

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

CITY OF MOORPARK

CONTRACTOR
Peterson-Chase

By: _____
Patrick Hunter, Mayor



Dick Vogels, VP

Date: _____

9-14-06

ATTEST:

Deborah Traffenstedt, City Clerk

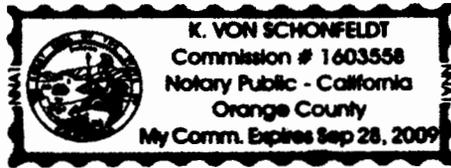
Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On August 29, 2006 before me, K. von Schonfeldt, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Dick W. Vogels
Name(s) of Signer(s)

personally known to me
 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.

WITNESS my hand and official seal.

K. von Schonfeldt
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: Agreement

Document Date: — Number of Pages: 9

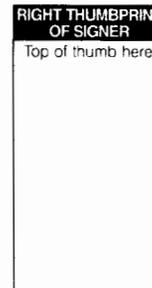
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Dick W. Vogels

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

Signer Is Representing: Peterson-Chase G.S.C.





ENGINEERS ▼ SURVEYORS ▼ CONSTRUCTION MANAGERS
Quality Infrastructure Services

August 31, 2006

Mr. Teddy Okoye
Assistant City Engineer
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93110

**RE: REVISED PROPOSAL FOR INSPECTION SERVICES
FREEWAY SIGN REPLACEMENT PROJECT**

Dear Teddy:

We would like to take this opportunity to thank you for considering MNS Engineers, Inc. for this project. We have prepared this proposal for Inspection services for the Freeway Sign Replacement project within the City of Moorpark. Included in this proposal is our project understanding, proposed scope of work, and our estimated schedule and compensation.

Project Understanding

The City of Moorpark will be removing and replacing various Overhead Freeway Signs and replacing Roadway and Traffic Signal Street Name signs within the City limits. Traffic control will be an important element to this project as the Contractor will be required to close lanes to perform the work. The majority of the work will be performed at night. Work will be performed under a Caltrans Encroachment Permit and new sign panels will be furnished by the State. It is anticipated that construction of the project will begin in October of 2006 and will take 40 working days to complete. It is anticipated that actual field work will be 15 working days, which our inspection time is based.

Proposed Scope of Work

We propose to provide Inspection services for the Freeway Sign Replacement project for the duration of the construction. We propose to provide one full time inspector to inspect the Contractor's operation. Responsibilities include:

- Attend the pre-construction meeting
- Inspection of the construction for compliance to the plans and specifications
- Preparation of daily inspection reports and photographic record of construction
- Track item quantities

Estimated Schedule & Compensation

We propose to offer Jim Murphy as Inspector for this project. Jim has a large amount of inspection experience on multiple public works as well as experience working on Caltrans oversight construction projects. He will work directly for the City and is fully capable of fulfilling the inspection responsibilities of this project.

We intend to provide Mr. Murphy's services on a time and materials format at the all-inclusive rate of \$95 per hour. These rates include costs for vehicle, inspection tools, and cellular phone. It is estimated that the fee to provide these services for the duration of the project will be \$12,000.00.



August 31, 2006
Mr. Teddy Okoye
Page 2 of 2

Again, I thank you for the opportunity to work with you on this project and if you have any questions, please contact me at (805) 692-6921 or gchelini@mns-engineers.com.

Sincerely,

MNS ENGINEERS, INC.



Greg Chelini
Principal Construction Manager

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