

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director
Prepared by: Ken Gilbert, Public Works Consultant



DATE: December 12, 2006 (CC Meeting of 12-20-06)

SUBJECT: Consider Award of Construction Contract for Projects to Interconnect the Signals Along Los Angeles Avenue and Tierra Rejada Road and Resolution Amending the Fiscal Year 2006/07 Budget to Revise Funding for the Projects

DISCUSSION

A. Background

On September 20, 2006, City Council approved the Plans and Specifications for the projects to interconnect the signals along Los Angeles Avenue and Tierra Rejada Road; and authorized staff to solicit for construction bids.

B. Project Scope

The scope of work includes the following:

Los Angeles Avenue:

- Traffic investigation and analysis;
 - Conduct turning-movement counts at several intersections,
 - Conduct a protected/permissive warrant analysis at the signals on Moorpark Avenue and Spring Road,
 - Update the Synchro traffic model to incorporate the newly installed signal at Maureen Lane, and the proposed signal at Millard Street.
- Preparation of "Draft" and "Final" PS&E.

Tierra Rejada Road

- Traffic investigation and analysis;
 - Conduct protected/permissive warrant analysis at several intersections,
 - Upgrade existing Type-170 Controllers to Nema-type Econolite Controllers with Aries software,

- Conduct turning-movement counts at several intersections,
- Prepare new timing sheet for the Econolite system.
- Preparation of "Draft" and "Final" PS&E.

C. Bid Results/Analysis

Construction bids were requested from 10 construction firms. Of that 2 bids were received, and opened on November 21, 2006. The low bidder is Taft Electric of Ventura, California. The low bidder, Taft Electric, is qualified to perform the work and is a responsive and responsible bidder. The bid results are as follows:

No.	Bidder	Amount
1	Taft Electric, Ventura	\$581,370.00
2	Freeway Electric, Riverside	\$986,054.50

A summary of the bid results is attached as Attachment 1. The Engineer's estimate is \$581,354.95 (\$114,678.85 for Los Angeles Avenue, and \$466,676.10 for Tierra Rejada Road).

D. Construction Management and Inspection

Staff proposes to hire a consultant to provide construction management and inspection services. A proposal from MNS Engineers for this work is attached (Attachment 2).

E. Fiscal Impact

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

Description	Project 8004		Project 8036	Total (\$)
	Los Angeles Ave. (\$)		Tierra Rejada Rd. (\$)	
Design	78,635		98,654	177,289
Construction Bid	76,370		505,000	581,370
10% Contingency	7,637		50,500	58,137
Total Construction	84,007		555,500	639,507
Inspection	10,000		40,000	50,000
Total Appropriations	172,642		694,154	866,796

2. **Current FY 2006/2007 Budget:** The current budgets for the projects are summarized below:

Project 8004: L A Ave			
Fund	Prior Year Costs (\$)	FY 06/07 Budget (\$)	Total Approp. (\$)
Design			
2501: L A AOC	60,453	3,133	63,586
Construction			
2501: L A AOC	15,201	39,500	54,701
2604: Federal Grant	14	90,000	90,014
Sub-Total	15,215	129,500	144,715
Inspection			
2501: L A AOC	0	40,000	40,000
Total Appropriations	75,668	172,633	248,301

Project 8036: T. R. Rd.			
Fund	Prior Year Costs (\$)	FY 06/07 Budget (\$)	Total Approp. (\$)
Design			
2502: SPG / T R AOC	61,856	17,426	79,282
Construction			
2502: SPG / T R AOC	14,000	182,000	196,000
2604: Federal Grant	0	486,000	486,000
Sub-Total	14,000	668,000	682,000
Inspection			
2502: SPG / T R AOC	0	40,000	40,000
Total Appropriations	75,856	725,426	801,282

3. **Grant Funding:** As you can see from the above summary, a portion of the construction costs for each project is funded by Congestion Management and Air Quality (CMAQ) grants. The actual grant amount for the Tierra Rejada Road project is less than the amount noted in the budget. It will be necessary, therefore, to reduce the grant amount and appropriate additional "local share" monies to cover anticipated costs to the City. The attached resolution (discussed in Section E-6) includes action to address this matter.

4. **Local Share Costs:** The attached Resolution (see Section E-6) also recommends a change to the funding source for the local share costs. Currently such costs are funded by the L. A. Ave. AOC Fund (for the Los Angeles Avenue Signal Interconnect Project) and the Spring Rd / Tierra Rejada Rd. AOC (Tierra Rejada Rd. Signal Interconnect Project). It is proposed that these local share costs be funded by Fund 2001: Traffic Systems Management Fund. These costs are eligible expenses for this fund designed to address transportation air quality impacts.

5. **Budget Change Re-Cap Sheets:** The proposed Budget changes discussed

above are summarized in the Budget Re-Cap sheets attached as Attachment 4.

6. **Budget Adjustment.** If adopted, the Resolution attached as Attachment 5, will implement the changes discussed above. A summary of that Resolution is as follows:

Project 8004: Los Angeles Avenue Signal Interconnect System			
Description	Current Budget (\$)	Requested Change (\$)	Revised Budget (\$)
Fund 2001			
Design	0	3,133	3,133
Construction	0	39,500	39,500
Inspection	0	40,000	40,000
Fund Total	0	82,633	82,633
Fund 2501			
Design	3,133	(3,133)	
Construction	39,500	(39,500)	0
Inspection	40,000	(40,000)	0
Fund Total	82,633	(82,633)	0
Fund 2604			
Construction	90,000	0	90,000
Total	172,633	0	172,633

Project 8036: Tierra Rejada Road Signal Interconnect System			
Description	Current Budget (\$)	Requested Change (\$)	Revised Budget (\$)
Fund 2001			
Design	0	36,798	36,798
Construction	0	219,500	219,500
Inspection	0	40,000	40,000
Fund Total	0	296,298	296,298
Fund 2502			
Design	17,426	(17,426)	
Construction	182,000	(182,000)	0
Inspection	40,000	(40,000)	0
Fund Total	239,426	(239,426)	0
Fund 2604			
Construction	486,000	(150,000)	336,000
Total	725,426	(93,128)	632,298

Fund Transfer to Reimburse AOC Funds for Prior Years' Costs			
Fund	From (\$)	To (\$)	Total (\$)
Project 8004: Los Angeles Ave. Signal Interconnect			
2001: TSM	(75,654)	0	(75,654)
2501: L A AOC	0	75,654	75,654
Fund Total	(75,654)	75,654	0
Project 8036: Tierra Rejada Rd. Signal Interconnect			
2001: TSM	(75,856)	0	(75,856)
2502: Spg/TR Rd AOC	0	75,856	75,856
Fund Total	(75,856)	75,856	0

7. **Fund 2001: Transportation Systems Management Total:** The total requested Fund 2001 appropriation is summarized as follows:

Project	Fund Transfer for Prior Year Design Costs (\$)	FY 06/07 Budget (\$)	Total (\$)
Proj. 8004: L. A. Ave. Signal Interconnect	75,654	82,633	158,287
Proj. 8036: Tierra Rejada Signal Interconnect	75,856	296,298	372,154
Total	151,510	378,931	530,441

F. Schedule

It is anticipated that construction will commence in January, and be completed by April 2007.

STAFF RECOMMENDATIONS (ROLL CALL VOTE)

1. Award a construction contract to Taft Electric, and authorize the Mayor to execute the construction contract (Attachment 3) in the amount of \$581,370 for the Signal Interconnect Projects;
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$58,000 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. or engineering consultant in the amount of, not to exceed, \$50,000 for construction management and inspection services.
4. Adopt the attached Resolution No. 2006-_____ revising the funding for the subject projects.

Attachments:

- 1 Bid Results
- 2 MNS Proposal
- 3 Agreement
- 4 Budget Re-cap Sheets
- 5 Resolution

City of Moorpark
 Bid Results: Signal Interconnect Project

Bid Opening:
 November 21, 2006

Bidder >>>>>

Vendor 1

Vendor 2

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

Engineer's Estimate

Taft Electric
 1694 Eastman Avenue
 Ventura Ca 93003
 805-642-0121

Freeway Electric
 5942 Acorn Street
 Riverside Ca 92504
 951-710-1000

Item	Description	Est Qty	Units	Engineer's Estimate		Vendor 1		Vendor 2	
				Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
Schedule A: Los Angeles Ave.									
1	Mobilization	1	LS	10,000.00	10,000.00	2,638.00	2,638.00	20,000.00	20,000.00
2	Traffic Control	1	LS	10,000.00	10,000.00	2,094.00	2,094.00	13,000.00	13,000.00
3	SWPPP	1	LS	5,000.00	5,000.00	267.00	267.00	2,000.00	2,000.00
4	Demarcation Box	1	LS	6,000.00	6,000.00	2,566.00	2,566.00	2,200.00	2,200.00
5	Terminal Block	5	EA	100.00	500.00	395.00	1,975.00	400.00	2,000.00
6	Model 400 Modem	7	EA	400.00	2,800.00	438.00	3,066.00	2,000.00	14,000.00
7	170 E master Controller	1	EA	4,000.00	4,000.00	6,470.00	6,470.00	2,500.00	2,500.00
8	2" Sch 40 PVC Pipe	1,150	LF	25.00	28,750.00	31.00	35,650.00	37.50	43,125.00
9	Pull Box	6	EA	650.00	3,900.00	1,054.00	6,324.00	400.00	2,400.00
10	12 PR #19 cable	9,515	LF	3.50	33,302.50	1.61	15,319.15	8.50	80,877.50
11	Release on Contract	1	LS	1.00	1.00	1.00	1.00	1.00	1.00
	Sub-Total A				104,253.50		76,370.15		182,103.50
	Contingency	1	LS	10%	10,425.35		0.00		0.00
	Total A				114,678.85		76,370.15		182,103.50
Schedule B: Tierra Rejada Rd.									
1	Mobilization	1	LS	10,000.00	10,000.00	26.85	26.85	60,000.00	60,000.00
2	Traffic control	1	LS	25,000.00	25,000.00	6,808.00	6,808.00	30,000.00	30,000.00
3	SWPPP	1	LS	5,000.00	5,000.00	267.00	267.00	4,000.00	4,000.00
4	Econolite Controller	11	EA	6,000.00	66,000.00	12,909.00	141,999.00	13,000.00	143,000.00
5	12 PR # 19 Cable	28,300	LF	3.50	99,050.00	1.61	45,563.00	8.50	240,550.00
6	Terminal block	5	EA	100.00	500.00	1,026.00	5,130.00	400.00	2,000.00
7	Econolite Master Controller	1	EA	6,000.00	6,000.00	11,914.00	11,914.00	15,000.00	15,000.00
8	Pull Box	50	EA	650.00	32,500.00	929.00	46,450.00	350.00	17,500.00
9	2" Sch 40 PVC Conduit	6,600	LF	25.00	165,000.00	35.20	232,320.00	39.00	257,400.00
10	Model 400 Modem	13	EA	400.00	5,200.00	440.00	5,720.00	1,500.00	19,500.00
11	Connect To Operations center	1	LS	10,000.00	10,000.00	8,801.00	8,801.00	15,000.00	15,000.00
12	Release On contract	1	LS	1.00	1.00	1.00	1.00	1.00	1.00
	Sub-Total B				424,251.00		504,999.85		803,951.00
	Contingency	1	LS	10%	42,425.10		0.00		0.00
	Total B				466,676.10		504,999.85		803,951.00
Total					581,354.95		581,370.00		986,054.50



ENGINEERS ▼ SURVEYORS ▼ CONSTRUCTION MANAGERS
Quality Infrastructure Services

November 29, 2006

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

**RE: REVISED PROPOSAL FOR INSPECTION SERVICES
SIGNAL INTERCONNECT PROJECTS**

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 LA Avenue and Tierra Rejada Signal Interconnect projects 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 completing the connection of two existing signal interconnect conduits to establish a continuous facility between Tierra Rejada and the SR-23 freeway offramps. The project includes placing 2" conduit with interconnect cable by means of directional boring, installing interconnect cable into existing conduit, and installing Model 400 modems and termination blocks. Traffic control will be an element to this project as the Contractor will be required to close shoulders or lanes to perform the work. Work will be performed under a Caltrans Encroachment Permit. It is anticipated that construction of the project will begin in January of 2007 and will take 50 working days to complete.

Proposed Scope of Work

We propose to provide an Inspector for the LA Avenue and Tierra Rejada Signal Interconnect projects for the duration of the construction. We propose to provide one full time inspector to inspect the Contractor's operation. Testing of the interconnect and controllers system is beyond our scope and will be performed/witnessed by City designated traffic signal representative. Inspection 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 Frank Latham as the Inspector for this project. Frank has a large amount of Caltrans experience on roadway and signal projects. He will work directly for the City and is fully capable of fulfilling the inspection responsibilities of this project.



November 29, 2006
Mr. Teddy Okoye
Page 2 of 2

We intend to provide Mr. Latham'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 \$50,000.00.

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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MNS

000016

****AGREEMENT**
(Public Works Contract)**

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, Taft Electric Company (hereinafter "Contractor").

WHEREAS, the City Council of the City of Moorpark at a meeting held on 20th day of December 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:

Signal interconnection of traffic signals along Los Angeles Avenue and Tierra Rejada Road set forth in the plans and specifications (hereinafter referred to as "work").

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.

** (Example of Agreement; actual Agreement may differ in form and content.)

000017

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 **sixty (60) 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 \$581,370, 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]

000018

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.

000019

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

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, July 1999

Special Provisions

Location Maps and Quantity Charts [see Appendices]

Addenda Nos. _____

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

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 or 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.

000023

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: Yugal K. Lall, City Engineer/Public Works Director
799 Moorpark Avenue
Moorpark, CA 93021
(805)-517-6255

and the Contractor at:

Taft Electric
Attn: Rick Harwood
1694 Eastman Avenue
Ventura, CA 93003
(805) 642-0121

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

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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 This Agreement is made in one original.

16.4 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.

16.5 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.

17.5 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.

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

CITY OF MOORPARK

CONTRACTOR – TAFT ELECTRIC

By: _____
Pat Hunter, Mayor



Rick Harwood

Date: _____

Vice President

Title

Date: November 27, 2006

ATTEST:

Deborah Traffenstedt
City Clerk of the City of Moorpark

Date: _____

CITY OF MOORPARK
Capital Improvement Project
Budget Re-Cap Sheet

Exhibit 4-A
 Date: 12/12/06
 Fiscal Year: FY 05/06

Department: Public Works	Department: 8310
Project Title: L. A. Ave Signal Interconnect System	Project Number: 8004

Total Current Appropriations

Fund	Object Code	Account Description	Total Prior Years' Expenses	Current FY Beginning Year Budget	Prior Budget Changes This FY	Current FY Total Budget	Total Approp. To Date
2501	9601	Design	\$60,453	\$3,133	\$0	\$3,133	\$63,586
2501	9640	Construction	\$15,201	\$39,500	\$0	\$39,500	\$54,701
2604	9640	Construction	\$14	\$90,000	\$0	\$90,000	\$90,014
		Total Constr.	\$15,215	\$129,500	\$0	\$129,500	\$144,715
2501	9650	Inspection	\$0	\$40,000	\$0	\$40,000	\$40,000
Project Totals:			\$75,668	\$172,633	\$0	\$172,633	\$248,301

Requested Budget Amendment / Revised Total Appropriations

Fund	Object Code	Account Description	Current FY Total Budget	Proposed Budget Change	Proposed Revised Current FY Budget	Previous Total Approp.	Proposed Revised Total Approp.
2001	9601	Design	\$0	\$3,133	\$3,133	\$0	\$3,133
2501	9601	Design	\$3,133	(\$3,133)	\$0	\$63,586	\$60,453
2001	9640	Construction	\$0	\$39,500	\$39,500	\$0	\$39,500
2501	9640	Construction	\$39,500	(\$39,500)	\$0	\$54,701	\$15,201
2604	9640	Construction	\$90,000	\$0	\$90,000	\$90,014	\$90,014
		Total Constr.	\$129,500	\$0	\$129,500	\$144,715	\$144,715
2001	9650	Inspection	\$0	\$40,000	\$40,000	\$0	\$40,000
2501	9650	Inspection	\$40,000	(\$40,000)	\$0	\$40,000	\$0
2001	Transfer to Fund 2501		\$0	\$75,654	\$75,654	\$0	\$75,654
2501	Transfer from 2001			(\$75,654)	(\$75,654)	\$0	(\$75,654)
Project Totals:			\$172,633	\$0	\$172,633	\$248,301	\$248,301

Proposed Revised Funding Summary

Fund	Fund Name	Total Prior Years' Expenses	Current FY Beginning Year Budget	Previously Approved Approp. This FY	Proposed Additional Approp. This Time	Proposed Revised Total Approp.
2001	TSM	\$0	\$0	\$0	\$158,287	\$158,287
2501	L A AOC	\$75,654	\$82,633	\$0	(\$158,287)	\$0
2604	ISTEA	\$14	\$90,000	\$0	\$0	\$90,014
Project Totals:		\$75,668	\$172,633	\$0	\$0	\$248,301

CITY OF MOORPARK
Capital Improvement Project
Budget Re-Cap Sheet

Exhibit 4-B
 Date: 12/12/06
 Fiscal Year: FY 05/06

Department: Public Works	Department: 8310
Project Title: Tierra Rejada R. Signal Interconnect System	Project Number: 8036

Total Current Appropriations

Fund	Object Code	Account Description	Total Prior Years' Expenses	Current FY Beginning Year Budget	Prior Budget Changes This FY	Current FY Total Budget	Total Approp. To Date
2502	9601	Design	\$61,856	\$17,426	\$0	\$17,426	\$79,282
2502	9640	Construction	\$14,000	\$182,000	\$0	\$182,000	\$196,000
2604	9640	Construction	\$0	\$486,000	\$0	\$486,000	\$486,000
		Total Constr.	\$14,000	\$668,000	\$0	\$668,000	\$682,000
2502	9650	Inspection	\$0	\$40,000	\$0	\$40,000	\$40,000
Project Totals:			\$75,856	\$725,426	\$0	\$725,426	\$801,282

Requested Budget Amendment / Revised Total Appropriations

Fund	Object Code	Account Description	Current FY Total Budget	Proposed Budget Change	Proposed Revised Current FY Budget	Previous Total Approp.	Proposed Revised Total Approp.
2001	9601	Design	\$0	\$36,798	\$36,798	\$0	\$36,798
2502	9601	Design	\$17,426	(\$17,426)	\$0	\$79,282	\$61,856
2001	9640	Construction	\$0	\$219,500	\$219,500	\$0	\$219,500
2502	9640	Construction	\$182,000	(\$182,000)	\$0	\$196,000	\$14,000
2604	9640	Construction	\$486,000	(\$150,000)	\$336,000	\$486,000	\$336,000
		Total Constr.	\$668,000	(\$112,500)	\$555,500	\$682,000	\$569,500
2001	9650	Inspection	\$0	\$40,000	\$40,000	\$0	\$40,000
2502	9650	Inspection	\$40,000	(\$40,000)	\$0	\$40,000	\$0
2001	Transfer to Fund 2502		\$0	\$75,856	\$75,856	\$0	\$75,856
2502	Transfer from 2001			(\$75,856)	(\$75,856)	\$0	(\$75,856)
Project Totals:			\$725,426	(\$93,128)	\$632,298	\$801,282	\$708,154

Proposed Revised Funding Summary

Fund	Fund Name	Total Prior Years' Expenses	Current FY Beginning Year Budget	Previously Approved Approp. This FY	Proposed Additional Approp. This Time	Proposed Revised Total Approp.
2001	TSM	\$0	\$0	\$0	\$372,154	\$372,154
2502	SP/T R AOC	\$75,856	\$239,426	\$0	(\$315,282)	\$0
2604	ISTEA	\$0	\$486,000	\$0	(\$150,000)	\$336,000
Project Totals:		\$75,856	\$725,426	\$0	(\$93,128)	\$708,154

RESOLUTION NO. 2006-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FY 2006/07 BUDGET TO REVISE THE APPROPRIATIONS AND BUDGET AMOUNTS FOR PROJECT 8004: LOS ANGELES AVENUE TRAFFIC SIGNAL INTERCONNECT PROJECT AND 8036: TIERRA REJADA ROAD TRAFFIC SIGNAL INTERCONNECT PROJECT [TRAFFIC SYSTEMS MANAGEMENT FUND (FUND 2001), L. A. AVE. AOC FUND (FUND 2501), SPG RD. / T. R. RD. AOC FUND (FUND 2502) AND FEDERAL ISTEAD FUND (FUND 2604)]

WHEREAS, on June 21, 2006, the City Council adopted the Budget for Fiscal Year 2006/07; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustments in the aggregate amount of \$(93,128); and

WHEREAS, Exhibits "A" and "B", attached hereto and made a part hereof, describe said budget amendments and their resultant impacts to the budget line item(s).

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

SECTION 1. That a Budget amendment in the aggregate decrease of \$(93,128) as more particularly described in Exhibits "A" and "B", is hereby approved.

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

PASSED AND ADOPTED this 20th day of December, 2006.

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

Attachment:
Exhibit 'A' and 'B': Appropriation and Budget Detail

EXHIBIT A

**BUDGET AMENDMENT FOR
Project 8036: Tierra Rejada Road Signal Interconnect Project
FY 2006-2007**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Traffic Systems Management	2001-5500	\$ 372,154.00
Spr / T R AOC	2502-5500	\$ (315,282.00)
ISTEA	2604-5500	\$ (150,000.00)
Total		\$ (93,128.00)

FUND TRANSFER (for Prior Years' Actual Expense)

Fund	From (Exp.)	To (Rev.)	Total
2001-8310-8036-9820	\$ (75,856.00)		\$ (75,856.00)
2502-3720		\$ 75,856.00	\$ 75,856.00
Total	\$ (75,856.00)	\$ 75,856.00	\$ -

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
2001-8310-8036-9601: Design	\$ -	\$ 36,798.00	\$ 36,798.00
2502-8310-8036-9601: Design	\$ 17,426.00	\$ (17,426.00)	\$ -
Sub-Total	\$ 17,426.00	\$ 19,372.00	\$ 36,798.00
2001-8310-8036-9640: Const	\$ -	\$ 219,500.00	\$ 219,500.00
2502-8310-8036-9640: Const	\$ 182,000.00	\$ (182,000.00)	\$ -
2604-8310-8036-9640: Const	\$ 486,000.00	\$ (150,000.00)	\$ 336,000.00
Sub-Total	\$ 668,000.00	\$ (112,500.00)	\$ 555,500.00
2001-8310-8036-9650: Insp.	\$ -	\$ 40,000.00	\$ 40,000.00
2502-8310-8036-9650: Insp	\$ 40,000.00	\$ (40,000.00)	\$ -
Sub-Total	\$ 40,000.00	\$ -	\$ 40,000.00
Total	\$ 725,426.00	\$ (93,128.00)	\$ 632,298.00

FY 06/07 APPROPRIATIONS BY FUND

Fund	Current Budget	Revision	Amended Budget
2001: T S M	\$ -	\$ 296,298.00	\$ 296,298.00
2502: Spr / T R AOC	\$ 239,426.00	\$ (239,426.00)	\$ -
2604: ISTEA	\$ 486,000.00	\$ (150,000.00)	\$ 336,000.00
Total	\$ 725,426.00	\$ (93,128.00)	\$ 632,298.00

Approved as to Form: 

EXHIBIT B

**BUDGET AMENDMENT FOR
Project 8004: Los Angeles Avenue Signal Interconnect Project
FY 2006-2007**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Traffic Systems Management	2001-5500	\$ 158,287.00
L A Ave AOC	2501-5500	\$ (158,287.00)
ISTEA	2604-5500	\$ -
Total		\$ -

FUND TRANSFER (for Prior Years' Actual Expense)

Fund	From (Exp.)	To (Rev.)	Total
2001-8310-8004-9820	\$ (75,654.00)		\$ (75,654.00)
2501-3720		\$ 75,654.00	\$ 75,654.00
Total	\$ (75,654.00)	\$ 75,654.00	\$ -

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
2001-8310-8004-9601: Design	\$ -	\$ 3,133.00	\$ 3,133.00
2501-8310-8004-9601: Design	\$ 3,133.00	\$ (3,133.00)	\$ -
Sub-Total	\$ 3,133.00	\$ -	\$ 3,133.00
2001-8310-8004-9640: Const	\$ -	\$ 39,500.00	\$ 39,500.00
2501-8310-8004-9640: Const	\$ 39,500.00	\$ (39,500.00)	\$ -
2604-8310-8004-9640: Const	\$ 90,000.00	\$ -	\$ 90,000.00
Sub-Total	\$ 129,500.00	\$ -	\$ 129,500.00
2001-8310-8004-9650: Insp.	\$ -	\$ 40,000.00	\$ 40,000.00
2501-8310-8004-9650: Insp	\$ 40,000.00	\$ (40,000.00)	\$ -
Sub-Total	\$ 40,000.00	\$ -	\$ 40,000.00
Total	\$ 172,633.00	\$ -	\$ 172,633.00

FY 06/07 APPROPRIATIONS BY FUND

Fund	Current Budget	Revision	Amended Budget
2001: T S M	\$ -	\$ 82,633.00	\$ 82,633.00
2501: L A Ave AOC	\$ 82,633.00	\$ (82,633.00)	\$ -
2604: ISTEA	\$ 90,000.00	\$ -	\$ 90,000.00
Total	\$ 172,633.00	\$ -	\$ 172,633.00

Approved as to Form: 