

ITEM 10.C.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director



DATE: October 5, 2012 (CC Meeting of 10/17/12)

SUBJECT: Consider Award of Contract for State Route 23 Soundwalls at Tierra Rejada Road Interchange (Project 8079) and a Resolution Amending the Fiscal Year 2012/13 Budget to Appropriate Funds from Citywide Traffic Mitigation Fund (Fund 2002) for Additional Construction Costs for the State Route 23 Soundwalls at Tierra Rejada Road Interchange (Project 8079)

BACKGROUND

On May 21, 2008, the City Council authorized staff to initiate the permitting process for soundwalls along the west side of State Route 23, north of Tierra Rejada Road. On March 18, 2009, the City Council awarded a contract to provide professional services with Parsons Transportation Group (Parsons) for preliminary engineering, environmental analysis, design, and right-of-way activities for the installation of the soundwalls. The contract was finalized and executed on May 28, 2009.

On February 17, 2010, the City Council selected the soundwall design which includes decorative patterns of light brown, dark brown, and grey masonry blocks. The design also includes vines to be planted which will eventually cover most of the wall, providing a graffiti deterrent.

On September 1, 2010, March 2, 2011 and July 20, 2011, the City Council approved amendments to Parsons' design agreement for additional testing, reports, and design of a bioswale drainage system required by Caltrans.

On May 16, 2012, the City Council approved the soundwall plans and specifications and authorized staff to advertise for construction bids. At the same meeting, the City Council authorized the City Manager to award a consultant agreement for construction management and inspection services to Filippin Engineering, Inc. The agreement with Filippin Engineering, Inc. was executed on May 17, 2012 and they have prepared the

Quality Management Plan (QMP) for the inspection of certain construction materials as required by Caltrans.

The soundwall project has been designed in accordance with Caltrans requirements and Caltrans has issued an encroachment permit for the construction of the soundwall.

DISCUSSION

A. Scope of Work

The subject project will construct two fourteen foot high masonry block soundwalls on the west side of State Route 23 at the southbound off-ramp to Tierra Rejada Road. The first wall will begin north of the off-ramp and extend south along the off-ramp for a total length of approximately 1,000 feet. A second wall will begin just past the off-ramp and extend south for approximately 700 feet, ending just before the bridge over Tierra Rejada Road.

The project also includes drainage, lighting, landscaping and irrigation improvements. Other than intermittent closures of short duration, the off-ramp will remain open at all times during construction. Working hours will typically be 7:00 a.m. to 3:30 p.m. however extended hours of work may be necessary for certain portions of the work.

B. Bid Results and Analysis

Seventeen construction firms obtained the plans and specifications. Of that number, eight bids were received and opened on October 8, 2012. The low bidder is Peterson-Chase General Engineering Construction, Inc. of Irvine, 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	Bid
1	Peterson-Chase	\$1,482,209.95
2	O'Dennell Construction	\$1,585,461.00
3	C.A. Rasmussen	\$1,586,725.50
4	Highland Construction	\$1,691,568.80
5	Los Angeles Engineering	\$1,699,313.78
6	Berry General Engineering	\$1,995,790.00
7	G2K Construction	\$2,667,294.00
8	Moalej Builders	\$85,282,373.71*

* Several unit prices were listed erroneously by the bidder resulting in an inflated total cost.

The detailed analysis of bids is attached (Attachment 1). The Engineer's estimate is \$1,675,000.00.

C. Project Schedule

The anticipated project schedule is as follows:

Award of Construction Contract	October 17, 2012
Notice to Proceed	November 19, 2012
Wall Construction Completion	July 31, 2013
Plant Establishment Completion	July 31, 2014

D. Project Administration, Construction Management and Inspection

Project administration, construction management, inspection and materials testing services will be provided by Filippin Engineering, Inc.

E. Environmental

A CEQA Categorical Exemption was prepared for the project and has been approved by Caltrans.

FISCAL IMPACT

The project is funded by the Carlsberg portion of the Citywide Traffic Mitigation Fund (Fund 2002) which had an estimated beginning balance of \$2,276,003.63 available for the soundwall project. To date, \$392,457.70 has been spent on the project, leaving a balance of \$1,883,545.93 in the Carlsberg portion of Fund 2002. The current amount of Carlsberg funds appropriated to the project in the FY 2012/13 Budget is \$1,757,794.26, leaving an available balance of \$125,751.67 in the Carlsberg portion of Fund 2002. The table below summarizes the current estimated project costs, the current FY 2012/13 Budget, and total expenditures to date.

Task	Estimated Cost	FY 2012/13 Budget	Total Expenditures (to date)
Design	\$ 380,000.00	\$ 65,624.26	\$ 336,080.70
Construction	\$ 1,482,209.95	\$ 1,471,500.00	\$ -
Construction 10% Contingency	\$ 150,000.00	\$ -	\$ -
Construction Management, Inspection & Testing	\$ 228,500.00	\$ 220,670.00	\$ 9,675.00
Staff Costs	\$ 100,000.00	\$ -	\$ 46,702.00
Total	\$ 2,340,709.95	\$ 1,757,794.26	\$ 392,457.70

As can be seen from the table above, if Estimated Costs are accurate, the Carlsberg portion of Fund 2002 will have a deficit of \$64,706.32. The actual deficit may vary depending on the final cost of construction and total staff costs. An additional \$780,157.75 in Carlsberg revenue is expected from future development such as UST Patriot Commerce Center (\$265,577.95), Home Depot (\$414,402.50), and Peach Hill Medical Center (\$100,177.30); however, these funds are not expected for several years.

The Fiscal Year 2012/13 Capital Improvements Budget includes \$1,471,500.00 for the construction of the soundwall project. The total estimated cost for construction including a ten percent contingency is \$1,632,209.95. Therefore, a resolution amending the budget (Attachment 2) is required to appropriate an additional \$160,750.00 from Fund 2002, \$125,751.67 of which is from the remaining Carlsberg portion and \$34,998.33 from the non-Carlsberg portion of Fund 2002.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Award a construction contract to Peterson-Chase General Engineering Construction, Inc., and authorize the City Manager to execute the construction contract in the amount of \$1,482,209.95 for the subject project.
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$150,000.00 if and when the need arises for extra work and services.
3. Adopt Resolution 2012 - _____ amending the Fiscal Year 2012/13 budget to appropriate \$160,750.00 from Citywide Traffic Mitigation Fund (Fund 2002) for additional construction costs for the subject project.

Attachments:

- 1 – Bid Analysis
- 2 – Resolution 2012 - _____
- 3 – Construction Contract

SR-23 Soundwalls at Tierra Rejada Road Interchange						
Owner: City of Moorpark						
Bid Opening: 10/08/12			* marks an allowance		Engineer's Estimate	
Schedule of Work						
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
1		CONSTRUCTION SURVEYING	1	LS	\$35,000.00	\$35,000.00
2	71325	TEMP FENCE (TYPE ESA)	70	LF	\$10.00	\$700.00
3	74016	CONSTRUCTION SITE MANAGEMENT	1	LS	\$15,000.00	\$15,000.00
4	74017	PREPARE WATER POLLUTION CONTROL	1	LS	\$1,200.00	\$1,200.00
5	74028	TEMP FIBER ROLL	1800	LF	\$2.50	\$4,500.00
6	74029	TEMP SILT FENCE	1780	LF	\$3.50	\$6,230.00
7	74032	TEMP CONCRETE WASHOUT FACILITY	1	EA	\$1,900.00	\$1,900.00
8	74033	TEMP CONSTRUCTION ENTRANCE	2	EA	\$2,900.00	\$5,800.00
9	74035	TEMP CHECK DAM	600	LF	\$9.00	\$5,400.00
10	74038	TEMP DRAINAGE INLET PROTECTION	4	EA	\$238.00	\$952.00
11	74055	TEMP SOIL BINDER	2770	SY	\$3.00	\$8,310.00
12	120090	CONSTRUCTION AREA SIGNS	1	LS	\$3,600.00	\$3,600.00
13	120100	TRAFFIC CONTROL SYSTEM	1	LS	\$30,000.00	\$30,000.00
14	120159	TEMP TRAFFIC STRIPE (PAINT)	5320	LF	\$1.00	\$5,320.00
15	120165	CHANNELIZER (SURFACE MOUNTED)	13	EA	\$30.00	\$390.00
16	120300	TEMP PAVEMENT MARKER	620	EA	\$3.50	\$2,170.00
17	129000	TEMP RAILING (TYPE K)	2380	LF	\$22.00	\$52,360.00
18	129100	TEMP CRASH CUSHION MODULE	28	EA	\$250.00	\$7,000.00
19	150227	ABANDON PIPELINE	74	LF	\$28.00	\$2,072.00
20	150710	REMOVE TRAFFIC STRIPE	4700	LF	\$0.50	\$2,350.00
21	150711	REMOVE PAINTED TRAFFIC STRIPE	5330	LF	\$0.50	\$2,665.00
22	150722	REMOVE PAVEMENT MARKER	620	EA	\$0.85	\$527.00
23	150662	REMOVE METAL BEAM GUARD RAILING	156	LF	\$35.00	\$5,460.00
24	150820	REMOVE INLET	1	EA	\$700.00	\$700.00
25	151282	SALVAGE ROADSIDE SIGN PANEL	1	EA	\$200.00	\$200.00
26	152396	RELOCATE SIGN PANEL	1	EA	\$250.00	\$250.00
27	153103	COLD PLANE A/C PAVEMENT	160	SY	\$6.00	\$960.00
28	160101	CLEARING & GRUBBING	1	LS	\$5,000.00	\$5,000.00
29	170101	DEVELOP WATER SUPPLY	1	LS	\$13,000.00	\$13,000.00
30	190101	ROADWAY EXCAVATION	2067	CY	\$30.00	\$62,010.00
31	190110	LEAD COMPLIANCE PLAN	1	LS	\$1,000.00	\$1,000.00
32	198001	IMPORT BORROW	1000	CY	\$22.00	\$22,000.00
33	200001	HIGHWAY PLANTING	1	LS	\$11,440.00	\$11,440.00
34	200115	GRAVEL (MISC. AREAS)	6900	SF	\$4.00	\$27,600.00
35	203031	EROSION CONTROL (HYDROSEED)	30300	SF	\$0.30	\$9,090.00
36	204099	PLANT ESTABLISHMENT (250-DAY)	1	LS	\$20,000.00	\$20,000.00
37	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	1	LS	\$2,500.00	\$2,500.00
38	208000	IRRIGATION	1	LS	\$36,440.00	\$36,440.00
39	208808	8" WELDED STEEL PIPE CONDUIT	40	LF	\$180.00	\$7,200.00
40	260301	CLASS 3 AGGREGATE BASE	680	CY	\$70.00	\$47,600.00
41	280000	LEAN CONCRETE BASE	349	CY	\$150.00	\$52,350.00
42	374207	CRACK TREATMENT	1	LNMI	\$4,000.00	\$4,000.00
43	390132	HOT MIX ASPHALT (TYPE A)	657	TN	\$150.00	\$98,550.00
44	394070	PLACE HOT MIX ASPHALT DIKE (TYPE A)	29	LF	\$16.00	\$464.00
45	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	25	LF	\$12.00	\$300.00
46	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	38	LF	\$12.00	\$456.00
47	498016	16" CIDH CONCRETE PILING (SOUND WALL)	2848	LF	\$50.00	\$142,400.00
48	510502	MINOR CONCRETE (MINOR STRUCTURE)	7.8	CY	\$1,800.00	\$14,040.00
49	518002	SOUND WALL (MASONRY BLOCK)	19417	SQFT	\$22.00	\$427,174.00
50	518010	ACCESS GATE (SOUND WALL)	1	EA	\$3,600.00	\$3,600.00
51	566012	ROADSIDE SIGN - TWO POST (SALVAGE	1	EA	\$650.00	\$650.00
52	650018	24" REINFORCED CONCRETE PIPE	195	LF	\$114.00	\$22,230.00
53	750206	24" CONCRETE FLARED END SECTION	1	EA	\$2,000.00	\$2,000.00
54	707117	36" PRECAST CONCRETE PIPE INLET	6.5	LF	\$535.00	\$3,477.50
55	731502	MINOR CONCRETE (MISC. CONSTRUCTION)	1.1	CY	\$500.00	\$550.00
56	750001(F)	MISC. IRON & STEEL	770	LB	\$3.50	\$2,695.00
57	839541	TRANSITION RAILING (TYPE WB)	1	EA	\$3,700.00	\$3,700.00
58	539585	ALTERNATIVE FLARED TERMINAL SYSTEM	1	EA	\$3,200.00	\$3,200.00
59	839605	CRASH CUSHION (REACT 9SCBS)	1	EA	\$46,000.00	\$46,000.00
60	850101	PAVEMENT MARKER (NON-REFLECTIVE)	472	EA	\$6.00	\$2,832.00
61	850111	PAVEMENT MARKER RETROREFLECTIVE	164	EA	\$7.00	\$1,148.00
62	840504	4" THERMOPLASTIC TRAFFIC STRIPE	3120	LF	\$1.20	\$3,744.00

63	840525	4" THERMOPLASTIC TRAFFIC STRIPE	1350	LF	\$1.00		\$1,350.00
64	840506	8" THERMOPLASTIC TRAFFIC STRIPE	809	LF	\$1.40		\$1,132.60
65	840515	THERMOPLASTIC PAVEMENT MARKING	33	SF	\$8.00		\$264.00
66	839725A	CONCRETE BARRIER (TYPE 736 S)	1724	LF	\$165.00		\$284,460.00
67	860090	MAINTAIN EXISTING TRAFFIC MANAGEMENT	1	LS	\$4,000.00		\$4,000.00
68	860403	HIGHWAY LIGHTING	1	LS	\$30,000.00		\$30,000.00
69	999990	MOBILIZATION	1	LS	\$50,000.00		\$50,000.00
70		RELEASE ON CONTRACT	1	LS	\$1.00		\$1.00
Bid List Total							\$1,672,664.10
Total Bid Amount							\$1,672,664.10
Listed Subs							

Peterson Chase General Engineering Construction, Inc.	O'Donnell Construction, Inc.
1792 Kaiser Avenue Irvine, CA 92614	559 W Covina Blvd San Dimas, CA 91773
Bidder Status: Valid	Bidder Status: Valid

<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
\$11,000.00	\$11,000.00	\$8,500.00	\$8,500.00
\$5.00	\$350.00	\$6.00	\$420.00
\$1,875.00	\$1,875.00	\$10,000.00	\$10,000.00
\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
\$3.00	\$5,400.00	\$3.00	\$5,400.00
\$3.00	\$5,340.00	\$3.00	\$5,340.00
\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
\$2,400.00	\$4,800.00	\$2,200.00	\$4,400.00
\$2.00	\$1,200.00	\$5.00	\$3,000.00
\$100.00	\$400.00	\$125.00	\$500.00
\$0.60	\$1,662.00	\$0.55	\$1,523.50
\$2,900.00	\$2,900.00	\$4,500.00	\$4,500.00
\$85,000.00	\$85,000.00	\$32,000.00	\$32,000.00
\$0.49	\$2,606.80	\$0.50	\$2,660.00
\$35.00	\$455.00	\$30.00	\$390.00
\$5.50	\$3,410.00	\$5.50	\$3,410.00
\$15.00	\$35,700.00	\$18.00	\$42,840.00
\$250.00	\$7,000.00	\$300.00	\$8,400.00
\$12.00	\$888.00	\$40.00	\$2,960.00
\$0.93	\$4,371.00	\$0.90	\$4,230.00
\$0.93	\$4,956.90	\$0.90	\$4,797.00
\$1.10	\$682.00	\$1.10	\$682.00
\$14.00	\$2,184.00	\$20.00	\$3,120.00
\$400.00	\$400.00	\$1,200.00	\$1,200.00
\$200.00	\$200.00	\$300.00	\$300.00
\$1,000.00	\$1,000.00	\$200.00	\$200.00
\$12.00	\$1,920.00	\$40.00	\$6,400.00
\$2,600.00	\$2,600.00	\$14,000.00	\$14,000.00
\$1,875.00	\$1,875.00	\$1,200.00	\$1,200.00
\$22.00	\$45,474.00	\$32.00	\$66,144.00
\$660.00	\$660.00	\$1,500.00	\$1,500.00
\$8.00	\$8,000.00	\$10.00	\$10,000.00
\$5,000.00	\$5,000.00	\$8,600.00	\$8,600.00
\$4.00	\$27,600.00	\$4.50	\$31,050.00
\$0.33	\$9,999.00	\$0.18	\$5,454.00
\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00
\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
\$75,000.00	\$75,000.00	\$22,000.00	\$22,000.00
\$220.00	\$8,800.00	\$175.00	\$7,000.00
\$45.00	\$30,600.00	\$65.00	\$44,200.00
\$154.00	\$53,746.00	\$130.00	\$45,370.00
\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00
\$169.00	\$111,033.00	\$165.00	\$108,405.00
\$55.00	\$1,595.00	\$56.00	\$1,624.00
\$56.00	\$1,400.00	\$56.00	\$1,400.00
\$57.00	\$2,166.00	\$56.00	\$2,128.00
\$56.00	\$159,488.00	\$55.00	\$156,640.00
\$1,400.00	\$10,920.00	\$3,000.00	\$23,400.00
\$16.50	\$320,380.50	\$17.50	\$339,797.50
\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
\$500.00	\$500.00	\$1,800.00	\$1,800.00
\$124.00	\$24,180.00	\$135.00	\$26,325.00
\$700.00	\$700.00	\$850.00	\$850.00
\$250.00	\$1,625.00	\$500.00	\$3,250.00
\$1,100.00	\$1,210.00	\$1,100.00	\$1,210.00
\$1.50	\$1,155.00	\$2.00	\$1,540.00
\$2,800.00	\$2,800.00	\$3,400.00	\$3,400.00
\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00
\$57,000.00	\$57,000.00	\$38,000.00	\$38,000.00
\$2.20	\$1,038.40	\$3.00	\$1,416.00
\$5.50	\$902.00	\$5.50	\$902.00
\$0.66	\$2,059.20	\$0.65	\$2,028.00

	\$0.66		\$891.00		\$0.65		\$877.50
	\$1.35		\$1,092.15		\$1.50		\$1,213.50
	\$11.00		\$363.00		\$11.00		\$363.00
	\$119.00		\$205,156.00		\$150.00		\$258,600.00
	\$2,000.00		\$2,000.00		\$1,700.00		\$1,700.00
	\$39,000.00		\$39,000.00		\$50,000.00		\$50,000.00
	\$47,000.00		\$47,000.00		\$108,000.00		\$108,000.00
	\$1.00		\$1.00		\$1.00		\$1.00
			\$1,482,209.95				\$1,585,461.00
			\$1,482,209.95				\$1,585,461.00

<p>Alcorn Fence Company #5 PO Box 1249 Sun Valley, CA 91353 License No: 122954 Guardrail</p> <p>AMBER STEEL COMPANY PO BOX 900 RIALTO, CA 92377 License No: 268566 Piling/Rebar/Steel</p> <p>KCI Environmental Inc. 225 Suburban Rd San Louis Opisbo, CA 93401 License No: 813844 Planting/Irrigation</p> <p>Landscape Support Services Irwindale, CA Erosion Control</p> <p>Quality Surveying 42326 N 10th Street West, Suite C Lancaster,, CA 93534 Staking</p> <p>Reycon Construction, Inc. 1795 LEMONWOOD DR. SANTA PAULA, CA 93060 License No: 393533 Masonry Block</p> <p>Sterndahl Enterprises 11861 Branford St Sun Valley, CA 91352 License No: 421823 Striping</p> <p>Taft Electric Company 1694 Eastman Avenue Ventura, CA 93003 Electrical</p> <p>Western Paving Contractors, Inc 15533 E Arrow Hwy Irwindale, CA 91706 License No: 639093 Asphalt</p>	<p>C & W Construction Specialties, Inc. 2419 Palma Drive Ventura, CA 93003 License No: 256795 Guard Rail</p> <p>WMB & Associates 22421 Barton Rd # 125 Grand Terrace, CA 92313 License No: PLS 7229 Surveying</p>
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C.A. Rasmussen, Inc.		Highland Construction		Los Angeles Engineering Inc. 2	
28548 Livingston Avenue Valencia, CA 91355 US Bidder Status: Valid		133 N Pixley Orange, CA 92862 US Bidder Status: Valid		633 N Barranca Ave Covina, CA 91723 US Bidder Status: Valid	
Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
\$10.00	\$700.00	\$7.00	\$490.00	\$4.70	\$329.00
\$13,000.00	\$13,000.00	\$700.00	\$700.00	\$1.00	\$1.00
\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
\$3.00	\$5,400.00	\$4.00	\$7,200.00	\$3.00	\$5,400.00
\$3.00	\$5,340.00	\$3.00	\$5,340.00	\$3.00	\$5,340.00
\$2,200.00	\$2,200.00	\$4,500.00	\$4,500.00	\$1,390.00	\$1,390.00
\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
\$3.00	\$1,800.00	\$4.00	\$2,400.00	\$4.50	\$2,700.00
\$200.00	\$800.00	\$100.00	\$400.00	\$380.00	\$1,520.00
\$0.60	\$1,662.00	\$0.60	\$1,662.00	\$0.80	\$2,216.00
\$7,500.00	\$7,500.00	\$12,750.00	\$12,750.00	\$3,800.00	\$3,800.00
\$50,000.00	\$50,000.00	\$52,500.00	\$52,500.00	\$18,000.00	\$18,000.00
\$0.80	\$4,256.00	\$1.00	\$5,320.00	\$0.50	\$2,660.00
\$40.00	\$520.00	\$50.00	\$650.00	\$40.00	\$520.00
\$4.00	\$2,480.00	\$4.00	\$2,480.00	\$5.50	\$3,410.00
\$20.00	\$47,600.00	\$31.00	\$73,780.00	\$26.00	\$61,880.00
\$200.00	\$5,600.00	\$400.00	\$11,200.00	\$275.00	\$7,700.00
\$30.00	\$2,220.00	\$40.00	\$2,960.00	\$5.80	\$429.20
\$0.80	\$3,760.00	\$1.00	\$4,700.00	\$0.90	\$4,230.00
\$0.65	\$3,464.50	\$0.85	\$4,530.50	\$1.00	\$5,330.00
\$1.00	\$620.00	\$1.25	\$775.00	\$1.10	\$682.00
\$13.00	\$2,028.00	\$15.00	\$2,340.00	\$14.00	\$2,184.00
\$1,900.00	\$1,900.00	\$950.00	\$950.00	\$4,000.00	\$4,000.00
\$130.00	\$130.00	\$300.00	\$300.00	\$250.00	\$250.00
\$250.00	\$250.00	\$300.00	\$300.00	\$290.00	\$290.00
\$10.00	\$1,600.00	\$25.00	\$4,000.00	\$22.00	\$3,520.00
\$25,000.00	\$25,000.00	\$12,750.00	\$12,750.00	\$25,300.00	\$25,300.00
\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$4,300.00	\$4,300.00
\$38.00	\$78,546.00	\$30.00	\$62,010.00	\$27.00	\$55,809.00
\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$700.00	\$700.00
\$1.00	\$1,000.00	\$20.00	\$20,000.00	\$21.00	\$21,000.00
\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$5,100.00	\$5,100.00
\$5.50	\$37,950.00	\$5.00	\$34,500.00	\$2.50	\$17,250.00
\$0.15	\$4,545.00	\$0.20	\$6,060.00	\$0.18	\$5,454.00
\$15,000.00	\$15,000.00	\$19,400.00	\$19,400.00	\$9,000.00	\$9,000.00
\$1,300.00	\$1,300.00	\$1,570.00	\$1,570.00	\$5,000.00	\$5,000.00
\$20,000.00	\$20,000.00	\$23,100.00	\$23,100.00	\$20,000.00	\$20,000.00
\$200.00	\$8,000.00	\$180.00	\$7,200.00	\$160.00	\$6,400.00
\$47.00	\$31,960.00	\$75.00	\$51,000.00	\$49.00	\$33,320.00
\$150.00	\$52,350.00	\$175.00	\$61,075.00	\$140.00	\$48,860.00
\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
\$150.00	\$98,550.00	\$175.00	\$114,975.00	\$145.00	\$95,265.00
\$30.00	\$870.00	\$60.00	\$1,740.00	\$44.00	\$1,276.00
\$30.00	\$750.00	\$60.00	\$1,500.00	\$44.00	\$1,100.00
\$30.00	\$1,140.00	\$60.00	\$2,280.00	\$44.00	\$1,672.00
\$55.00	\$156,640.00	\$64.00	\$182,272.00	\$64.00	\$182,272.00
\$1,900.00	\$14,820.00	\$3,500.00	\$27,300.00	\$2,000.00	\$15,600.00
\$16.00	\$310,672.00	\$16.00	\$310,672.00	\$18.20	\$353,389.40
\$2,000.00	\$2,000.00	\$5,750.00	\$5,750.00	\$850.00	\$850.00
\$500.00	\$500.00	\$19,500.00	\$19,500.00	\$550.00	\$550.00
\$180.00	\$35,100.00	\$275.00	\$53,625.00	\$125.00	\$24,375.00
\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$215.00	\$215.00
\$330.00	\$2,145.00	\$475.00	\$3,087.50	\$950.00	\$6,175.00
\$1,300.00	\$1,430.00	\$850.00	\$935.00	\$3,000.00	\$3,300.00
\$3.70	\$2,849.00	\$4.00	\$3,080.00	\$3.40	\$2,618.00
\$2,600.00	\$2,600.00	\$3,050.00	\$3,050.00	\$3,000.00	\$3,000.00
\$2,900.00	\$2,900.00	\$3,200.00	\$3,200.00	\$3,400.00	\$3,400.00
\$53,000.00	\$53,000.00	\$52,500.00	\$52,500.00	\$52,000.00	\$52,000.00
\$2.00	\$944.00	\$3.00	\$1,416.00	\$2.30	\$1,085.60
\$4.00	\$656.00	\$5.00	\$820.00	\$5.70	\$934.80
\$0.90	\$2,808.00	\$1.10	\$3,432.00	\$0.70	\$2,184.00

\$0.70		\$945.00	\$1.00		\$1,350.00	\$0.70		\$945.00
\$1.00		\$809.00	\$1.20		\$970.80	\$1.42		\$1,148.78
\$15.00		\$495.00	\$20.00		\$660.00	\$11.00		\$363.00
\$130.00		\$224,120.00	\$140.00		\$241,360.00	\$105.00		\$181,020.00
\$2,000.00		\$2,000.00	\$2,000.00		\$2,000.00	\$1,800.00		\$1,800.00
\$37,000.00		\$37,000.00	\$56,100.00		\$56,100.00	\$37,000.00		\$37,000.00
\$146,000.00		\$146,000.00	\$50,000.00		\$50,000.00	\$300,000.00		\$300,000.00
\$1.00		\$1.00	\$1.00		\$1.00	\$1.00		\$1.00
		\$1,586,725.50			\$1,691,568.80			\$1,699,313.78
		\$1,586,725.50			\$1,691,568.80			\$1,699,313.78

Case Pacific Company User 2

2121 Ardmore Rd
Paso Robles, CA 93446
License No: 259837
CIDH

Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
License No: 772245
Electrical

Alcorn Fence Company #5

PO Box 1249
Sun Valley, CA 91353
License No: 122954
Guardrail

Tropical Creations

14560 Calvert
Van Nuys, CA 91411
License No: 769375
Landscape

AMBER STEEL COMPANY

PO BOX 900
RIALTO, CA 92377
License No: 268566
Rebar

BC Traffic Specialist

638 W. Southern
Orange, CA 92865
License No: 877686
Striping

Reycon Construction, Inc.

P.O. Box 910
Santa Paula, CA 93061
License No: 393533
Masonry

Berry General Engineering Contractors, Inc.			G2K Construction		
P O Box 1457 Ventura, CA 93002 US Bidder Status: Valid			5461 Encino Ave Encino, CA 91316 US Bidder Status: Valid		
Unit Price		Item Total	Unit Price		Item Total
\$16,015.00		\$16,015.00	\$40,000.00		\$40,000.00
\$3.65		\$255.50	\$40.00		\$2,800.00
\$11,650.00		\$11,650.00	\$55,000.00		\$55,000.00
\$832.00		\$832.00	\$12,000.00		\$12,000.00
\$2.05		\$3,690.00	\$4.00		\$7,200.00
\$1.45		\$2,581.00	\$5.00		\$8,900.00
\$1,300.00		\$1,300.00	\$10,000.00		\$10,000.00
\$2,535.00		\$5,070.00	\$3,000.00		\$6,000.00
\$3.50		\$2,100.00	\$10.00		\$6,000.00
\$177.00		\$708.00	\$500.00		\$2,000.00
\$0.69		\$1,911.30	\$1.00		\$2,770.00
\$2,585.00		\$2,585.00	\$10,000.00		\$10,000.00
\$48,710.00		\$48,710.00	\$110,000.00		\$110,000.00
\$0.62		\$3,298.40	\$1.00		\$5,320.00
\$37.00		\$481.00	\$100.00		\$1,300.00
\$3.15		\$1,953.00	\$7.00		\$4,340.00
\$22.80		\$54,264.00	\$20.00		\$47,600.00
\$320.00		\$8,960.00	\$700.00		\$19,600.00
\$52.00		\$3,848.00	\$120.00		\$8,880.00
\$0.85		\$3,995.00	\$1.00		\$4,700.00
\$0.70		\$3,731.00	\$1.50		\$7,995.00
\$1.05		\$651.00	\$2.00		\$1,240.00
\$12.90		\$2,012.40	\$30.00		\$4,680.00
\$2,030.00		\$2,030.00	\$6,000.00		\$6,000.00
\$130.00		\$130.00	\$2,000.00		\$2,000.00
\$260.00		\$260.00	\$5,000.00		\$5,000.00
\$36.50		\$5,840.00	\$70.00		\$11,200.00
\$32,655.00		\$32,655.00	\$30,000.00		\$30,000.00
\$2,215.00		\$2,215.00	\$5,000.00		\$5,000.00
\$62.90		\$130,014.30	\$100.00		\$206,700.00
\$625.00		\$625.00	\$1,000.00		\$1,000.00
\$31.60		\$31,600.00	\$50.00		\$50,000.00
\$11,285.00		\$11,285.00	\$12,000.00		\$12,000.00
\$3.90		\$26,910.00	\$4.00		\$27,600.00
\$0.18		\$5,454.00	\$0.20		\$6,060.00
\$5,115.00		\$5,115.00	\$5,000.00		\$5,000.00
\$2,705.00		\$2,705.00	\$5,000.00		\$5,000.00
\$31,285.00		\$31,285.00	\$27,000.00		\$27,000.00
\$160.00		\$6,400.00	\$250.00		\$10,000.00
\$45.30		\$30,804.00	\$60.00		\$40,800.00
\$178.00		\$62,122.00	\$400.00		\$139,600.00
\$6,760.00		\$6,760.00	\$28,000.00		\$28,000.00
\$158.00		\$103,806.00	\$180.00		\$118,260.00
\$51.00		\$1,479.00	\$60.00		\$1,740.00
\$51.00		\$1,275.00	\$60.00		\$1,500.00
\$51.00		\$1,938.00	\$60.00		\$2,280.00
\$172.90		\$492,419.20	\$120.00		\$341,760.00
\$1,875.00		\$14,625.00	\$2,000.00		\$15,600.00
\$15.00		\$291,255.00	\$22.00		\$427,174.00
\$2,055.00		\$2,055.00	\$5,000.00		\$5,000.00
\$520.00		\$520.00	\$5,000.00		\$5,000.00
\$151.00		\$29,445.00	\$400.00		\$78,000.00
\$2,185.00		\$2,185.00	\$10,500.00		\$10,500.00
\$432.00		\$2,808.00	\$1,500.00		\$9,750.00
\$3,990.00		\$4,389.00	\$4,000.00		\$4,400.00
\$3.90		\$3,003.00	\$10.00		\$7,700.00
\$2,750.00		\$2,750.00	\$5,000.00		\$5,000.00
\$3,065.00		\$3,065.00	\$9,500.00		\$9,500.00
\$78,000.00		\$78,000.00	\$80,000.00		\$80,000.00
\$2.10		\$991.20	\$3.00		\$1,416.00
\$4.15		\$680.60	\$10.00		\$1,640.00
\$0.94		\$2,932.80	\$1.00		\$3,120.00

\$0.73		\$985.50		\$1.00		\$1,350.00	
\$1.05		\$849.45		\$2.00		\$1,618.00	
\$15.60		\$514.80		\$20.00		\$660.00	
\$171.65		\$295,924.60		\$210.00		\$362,040.00	
\$1,815.00		\$1,815.00		\$3,000.00		\$3,000.00	
\$37,025.00		\$37,025.00		\$58,000.00		\$58,000.00	
\$44,241.95		\$44,241.95		\$115,000.00		\$115,000.00	
\$1.00		\$1.00		\$1.00		\$1.00	
		\$1,995,790.00				\$2,667,294.00	
		\$1,995,790.00				\$2,667,294.00	

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Moalej Builders Inc.

4335 Van Nuys Blvd #102

Sherman oaks, CA 91403

US

Bidder Status: Valid

<i>Unit Price</i>	<i>Item Total</i>
\$20,000.00	\$20,000.00
\$3.50	\$245.00
\$11,200.00	\$11,200.00
\$800.00	\$800.00
\$1.99	\$3,582.00
\$1.40	\$2,492.00
\$3,000.00	\$3,000.00
\$2,500.00	\$5,000.00
\$3.38	\$2,028.00
\$170.00	\$680.00
\$0.65	\$1,800.50
\$2,485.00	\$2,485.00
\$7,200.00	\$7,200.00
\$0.45	\$2,394.00
\$35.00	\$455.00
\$5.00	\$3,100.00
\$70.00	\$166,600.00
\$175.00	\$4,900.00
\$30.00	\$2,220.00
\$0.85	\$3,995.00
\$0.85	\$4,530.50
\$1.00	\$620.00
\$18.00	\$2,808.00
\$500.00	\$500.00
\$500.00	\$500.00
\$500.00	\$500.00
\$20.00	\$3,200.00
\$40,000.00	\$40,000.00
\$3,000.00	\$3,000.00
\$40,000.00	\$82,680,000.00
\$600.00	\$600.00
\$2.50	\$2,500.00
\$4,500.00	\$4,500.00
\$3.70	\$25,530.00
\$0.30	\$9,090.00
\$12,000.00	\$12,000.00
\$4,500.00	\$4,500.00
\$69,500.00	\$69,500.00
\$200.00	\$8,000.00
\$20.00	\$13,600.00
\$20.00	\$6,980.00
\$2,500.00	\$2,500.00
\$92.00	\$60,444.00
\$100.00	\$2,900.00
\$100.00	\$2,500.00
\$100.00	\$3,800.00
\$37.57	\$106,999.36
\$250.00	\$1,950.00
\$18.00	\$349,506.00
\$1,977.00	\$1,977.00
\$500.00	\$500.00
\$5,000.00	\$975,000.00
\$500.00	\$500.00
\$307.00	\$1,995.50
\$1,900.00	\$2,090.00
\$240.26	\$185,000.20
\$3,190.00	\$3,190.00
\$2,190.00	\$2,190.00
\$76,000.00	\$76,000.00
\$2.00	\$944.00
\$5.00	\$820.00
\$0.60	\$1,872.00

\$0.60		\$810.00
\$1.25		\$1,011.25
\$10.00		\$330.00
\$40.60		\$69,994.40
\$5,000.00		\$5,000.00
\$59,000.00		\$59,000.00
\$226,914.00		\$226,914.00
\$1.00		\$1.00
		\$85,282,373.71
		\$85,282,373.71

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RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2012/13 BUDGET TO APPROPRIATE FUNDS FROM CITYWIDE TRAFFIC MITIGATION FUND (2002) FOR ADDITIONAL CONSTRUCTION COSTS FOR THE STATE ROUTE 23 SOUNDWALLS AT TIERRA REJADA ROAD INTERCHANGE (PROJECT 8079)

WHEREAS, on June 20, 2012, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2012/2013; and

WHEREAS, the adopted budget includes the State Route 23 Soundwalls at Tierra Rejada Road Interchange Capital Improvement Project 8079 with a total appropriation of \$1,764,046.00; and

WHEREAS, by Resolution No. 2012-3116 the City Manager is authorized to amend the capital improvement budget for Fiscal Year 2012/13 after final accounting of Fiscal Year 2011/12 project expenditures to reflect the continuing appropriations as long as total project appropriation authorized by the City Council is not exceeded. Staff estimates that the adopted budget of \$1,764,046.00 will have to be decreased by \$6,251.74 to \$1,757,794.26; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment increase of \$160,750.00 from Citywide Traffic Mitigation Fund (2002); and

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

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 \$160,750.00 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 17th day of October, 2012.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
CITYWIDE TRAFFIC MITIGATION FUND (2002)
TO INCREASE FUNDING FOR THE STATE ROUTE 23 SOUNDWALLS AT
TIERRA REJADA ROAD INTERCHANGE (PROJECT 8079)
FY 2012-2013**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Citywide Traffic Mitigation	2002-5500	\$ 160,750.00
Total		\$ 160,750.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget *	Revision	Amended Budget
2002.6440.8079.9601	\$ 65,624.26	\$ -	\$ 65,624.26
2002.6440.8079.9640	\$ 1,471,500.00	\$ 160,750.00	\$ 1,632,250.00
2002.6440.8079.9650	\$ 220,670.00	\$ -	\$ 220,670.00
Total	\$ 1,757,794.26	\$ 160,750.00	\$ 1,918,544.26

* Reflects continuing appropriation for FY 2011/12

Finance Approval: 

ATTACHMENT 3

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION, INC.
FOR STATE ROUTE 23 (SR-23) SOUNDWALLS
AT TIERRA REJADA ROAD INTERCHANGE
SPECIFICATION NO. MPK 12-01**

THIS AGREEMENT is made and effective as of the ____ day of _____, 2012, between the City of Moorpark, a municipal corporation ("City") and Peterson-Chase General Engineering Construction, 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 the installation of soundwalls on SR-23 at the Tierra Rejada Road Interchange; 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 17th day of October, 2012, 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 the installation of soundwalls on SR-23 at the Tierra Rejada Road Interchange, as set forth in Exhibit B: Contractor's Bid Proposal, dated October 8, 2012, 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 million, four hundred eighty-two thousand, two hundred and nine dollars, and ninety-five cents (\$1,482,209.95) 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 Dick Vogels, 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 million, four hundred eighty-two thousand, two hundred and nine dollars, and ninety-five cents (\$1,482,209.95) 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, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the

City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of three thousand dollars (\$3,000) per working day for all work except Plant Establishment, and nine hundred fifty dollars (\$950) per working day for Plant Establishment, for each working 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 Subsections 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.

The Contractor also agrees to indemnify City and pay for all damage or loss suffered by City including but not limited to damage to or loss of City property, to the extent not insured by City and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in Subsections a, b, c, d, and e.

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 (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

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

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

18. NOTICE

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

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
(805) 517-6200

To: Dick Vogels, Vice President
Peterson-Chase General Engineering Construction, Inc.
1792 Kaiser Avenue
Irvine, CA 92614
(949) 252-0441

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

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

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

23. ENTIRE AGREEMENT

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

24. CAPTIONS OR HEADINGS

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

25. AMENDMENTS

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

26. TIME OF COMPLETION

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

Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

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

PETERSON-CHASE

By: _____
Steven Kueny, City Manager

By: _____
Dick Vogels, Vice 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 \$5,000,000 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. 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.

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

SR-23 Soundwalls at Tierra Rejada Road Interchange

Specification No. MPK 12-01

Bids to be received on October 8, 2012, at 3:00 p.m.

Completion Time: 175 Consecutive Working Days after Receipt of Notice to Proceed. Afterwards, 250 Consecutive Working Days for Plant Establishment.

Liquidated Damages:

All work except Plant Establishment: \$3,000 per working day

Plant Establishment: \$950 per working day

Number of Pages in Proposal: 18

CONTRACTOR

Name PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION INC.

Street Address 1792 Kaiser Avenue

City Irvine State CA Zip Code 92614

Telephone Number (949) 252-0441

Fax Number (949) 252-0266

Email monica@petersonchase.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 31 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

SR-23 Soundwalls at Tierra Rejada Road Interchange

Instructions for Signing Proposal, Bonds, and ContractPage 16

Contractor’s Proposal StatementPage 17

Proposed Schedule of Work and PricesPage 18

Bidder’s Bond to Accompany ProposalPage 22

Form to Accompany Bid Bond.....Page 23

Statement of Bidder’s Qualifications and ReferencesPage 24

Statement of Bidder’s Past Contract Disqualifications.....Page 26

Questionnaire Regarding SubcontractorsPage 27

Bidder’s Statement of Subcontractors and Material FabricatorsPage 28

Non-collision AffidavitPage 29

Equal Opportunity CertificatePage 30

Title 49, Code of Federal Regulations Part 29 Debarment and
Suspension Certification.....Page 31

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. 615876 Class A, C13, C32, B Expiration Date 3/31/2012

Names of Co-Partners or Corporate Officers and Titles: Greg Chase, President
Dick W. Vogels, Vice President, Secretary/Treasurer

Signature of Bidder [Signature] Title Vice President

Signature of Bidder _____ Title _____

Name of Contractor or Firm _____ Date of Submittal 10/8/13, 2009
PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION INC. Telephone No. (949) 252-0441

Address 1792 Kaiser Avenue, Irvine CA 92614
Corporation _____ CA
Doing Business as Individual/Partnership/Corporation State of Incorporation

Federal Tax Identification Number: 33-0445961

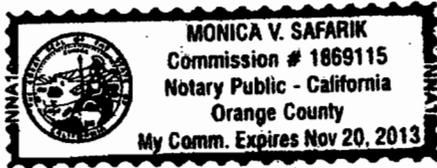
ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form,
and Corporate Seal if Applicable

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
 County of Orange }
 On 10/3/12 before me, Monica V. Safarik, N.P.
Date Here Insert Name and Title of the Officer
 personally appeared Dick W. Vogels
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: Monica V. Safarik
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: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here	Signer's Name: _____ <input type="checkbox"/> Corporate Officer — Title(s): _____ <input type="checkbox"/> Individual <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here
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PETERSON/CHASE
GENERAL ENGINEERING
CONSTRUCTION, INC.

October 9, 2012

City of Moorpark
Department of Public Works
799 Moorpark Avenue
Moorpark CA 93021

Attn: Linda Williams
lwilliams@ci.moorpark.ca.us

Dear Ms. Williams,

Peterson Chase General Engineering Construction, Inc., hereby, acknowledges that we have made a clerical error in not filling in Item 1 Construction Surveying LS at \$11,000.00, however this amount is included in the bid total amount, and corresponds to our total bid of \$1,482,209.95
Please see attached page 18 of bid with Item 1 corrected and initialed.
If you need any additional information please let us know.

Sincerely,

Dick W. Vogels
Vice President

1792 KAISER AVENUE
IRVINE, CA 92614-5706
949/252-0441 FAX 949/252-0266
LICENSE NO. 615876

**PROPOSED SCHEDULE OF WORK AND PRICES
FOR
SR-23 SOUNDWALLS AT TIERRA REJADA ROAD INTERCHANGE**

1		CONSTRUCTION SURVEYING	LS	1	11 000.-	11 000.-
2	071325	TEMPORARY FENCE (TYPE ESA)	LF	70	5.-	350.-
3	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	1875.-	1875.-
4	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1000.-	1000.-
5	074028	TEMPORARY FIBER ROLL	LF	1,800	3.-	5 400.-
6	074029	TEMPORARY SILT FENCE	LF	1,780	3.-	5 340.-
7	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	2 500.-	2 500.-
8	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	2 400.-	4 800.-
9	074035	TEMPORARY CHECK DAM	LF	600	2.-	1 200.-
10	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	4	100.-	400.-
11	074055	TEMPORARY SOIL BINDER	SY	2,770	0.60	1 662.-
12	120090	CONSTRUCTION AREA SIGNS	LS	1	2 900.-	2 900.-
13	120100	TRAFFIC CONTROL SYSTEM	LS	1	85 000.-	85 000.-
14	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	5,320	0.49	2 606.80
15	120165	CHANNELIZER (SURFACE MOUNTED)	EA	13	35.-	455.-
16	120300	TEMPORARY PAVEMENT MARKER	EA	620	5.50	3 410.-
17	129000	TEMPORARY RAILING (TYPE K)	LF	2,380	15.-	35 700.-
18	129100	TEMPORARY CRASH CUSHION MODULE	EA	28	250.-	7 000.-
19	150227	ABANDON PIPELINE	LF	74	12.-	888.-
20	150710	REMOVE TRAFFIC STRIPE	LF	4,700	0.93	4 371.-
21	150711	REMOVE PAINTED TRAFFIC STRIPE	LF	5,330	0.93	4 956.90
22	150722	REMOVE PAVEMENT MARKER	EA	620	1.10	682.-
23	150662	REMOVE METAL BEAM GUARD RAILING	LF	156	14.-	2 184.-
24	150820	REMOVE INLET	EA	1	400.-	400.-

**PROPOSED SCHEDULE OF WORK AND PRICES
FOR
SR-23 SOUNDWALLS AT TIERRA REJADA ROAD INTERCHANGE**

1		CONSTRUCTION SURVEYING	LS	1		
2	071325	TEMPORARY FENCE (TYPE ESA)	LF	70	5.-	350.-
3	074016	CONSTRUCTION SITE MANAGEMENT	LS	1	1875.-	1875.-
4	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	1000.-	1000.-
5	074028	TEMPORARY FIBER ROLL	LF	1,800	3.-	5400.-
6	074029	TEMPORARY SILT FENCE	LF	1,780	3.-	5340.-
7	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1	2500.-	2500.-
8	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	2400.-	4800.-
9	074035	TEMPORARY CHECK DAM	LF	600	2.-	1200.-
10	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	4	100.-	400.-
11	074055	TEMPORARY SOIL BINDER	SY	2,770	0.60	1662.-
12	120090	CONSTRUCTION AREA SIGNS	LS	1	2900.-	2900.-
13	120100	TRAFFIC CONTROL SYSTEM	LS	1	85,000.-	85,000.-
14	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	5,320	0.49	2606.80
15	120165	CHANNELIZER (SURFACE MOUNTED)	EA	13	35.-	455.-
16	120300	TEMPORARY PAVEMENT MARKER	EA	620	5.50	3410.-
17	129000	TEMPORARY RAILING (TYPE K)	LF	2,380	15.-	35700.-
18	129100	TEMPORARY CRASH CUSHION MODULE	EA	28	250.-	7000.-
19	150227	ABANDON PIPELINE	LF	74	12.-	888.-
20	150710	REMOVE TRAFFIC STRIPE	LF	4,700	0.93	4371.-
21	150711	REMOVE PAINTED TRAFFIC STRIPE	LF	5,330	0.93	4956.90
22	150722	REMOVE PAVEMENT MARKER	EA	620	1.10	682.-
23	150662	REMOVE METAL BEAM GUARD RAILING	LF	156	14.-	2184.-
24	150820	REMOVE INLET	EA	1	400.-	400.-

25	151282	SALVAGE ROADSIDE SIGN PANEL	EA	1	200.-	200.-
26	152396	RELOCATE SIGN PANEL	EA	1	1000.-	1000.-
27	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	160	12.00-	1,920.-
28	160101	CLEARING AND GRUBBING	LS	1	2600.-	2600.-
29	170101	DEVELOP WATER SUPPLY	LS	1	1875.-	1875.-
30	190101	ROADWAY EXCAVATION	CY	2,067	22.-	45474.-
31	190110	LEAD COMPLIANCE PLAN	LS	1	660.-	660.-
32	198001	IMPORT BORROW	CY	1,000	8.-	8000.-
33	200001	HIGHWAY PLANTING	LS	1	5000.-	5000.-
34	200115	GRAVEL (MISCELLANEOUS AREAS)	SF	6,900	4.-	27600.-
35	203031	EROSION CONTROL (HYDROSEED)	SF	30,300	0.33	9999.-
36	204099	PLANT ESTABLISHMENT (250-DAY)	LS	1	13000.-	13000.-
37	206401	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1	5000.-	5000.-
38	208000	IRRIGATION	LS	1	75000.-	75000.-
39	208808	8" WELDED STEEL PIPE CONDUIT (IRRIGATION CROSS-OVER)	LF	40	220.-	8800.-
40	260301	CLASS 3 AGGREGATE BASE	CY	680	45.-	30600.-
41	280000	LEAN CONCRETE BASE	CY	349	154.-	53746.-
42	374207	CRACK TREATMENT	LNMI	1	4,500.-	4,500.-
43	390132	HOT MIX ASPHALT (TYPE A)	TON	657	169.-	111,033.00
44	394070	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	29	55.-	1,595.-
45	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	25	56.-	1,400.-
46	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	38	57.-	2,166.-
47	498016	16" CIDH CONCRETE PILING (SOUND WALL)	LF	2,848	56.-	159488.-
48	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	7.8	1400.-	10920.-
49	518002	SOUND WALL (MASONRY BLOCK)	SQFT	19,417	16.50	320,380.50
50	518010	ACCESS GATE (SOUND WALL)	EA	1	2500.-	2500.-
51	566012	ROADSIDE SIGN - TWO POST (SALVAGE EXISTING PANEL)	EA	1	500.-	500.-
52	650018	24" REINFORCED CONCRETE PIPE	LF	195	124.-	24,180.-

53	705206	24" CONCRETE FLARED END SECTION	EA	1	700.-	700.-
54	707117	36" PRECAST CONCRETE PIPE INLET	LF	6.5	250.-	1625.-
55	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	1.1	1100.-	1210.-
56	750001 (F)	MISCELLANEOUS IRON AND STEEL	LB	770	1.50	1155.-
57	839541	TRANSITION RAILING (TYPE WB)	EA	1	2800.-	2800.-
58	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	3000.-	3000.-
59	839605	CRASH CUSHION (REACT 9SCBS)	EA	1	57000.-	57000.-
60	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	472	2.20	1038.40
61	850111	PAVEMENT MARKER RETROREFLECTIVE	EA	164	5.50	902.-
62	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	3,120	0.66	2059.20
63	840525	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12)	LF	1,350	0.66	891.-
64	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	809	1.35	1092.15
65	840515	THERMOPLASTIC PAVEMENT MARKING	SF	33	11.-	363.-
66	839725A	CONCRETE BARRIER (TYPE 736 S)	LF	1,724	119.-	205,156.-
67	860090	MAINTAIN EXISTING TRAFFIC MANAGEMENT SYSTEMS DURING CONSTRUCTION	LS	1	2,000.-	2,000.-
68	860403	HIGHWAY LIGHTING	LS	1	39,000.-	39,000.-
69	999990	MOBILIZATION	LS	1	47,000.-	47,000.-
70		RELEASE ON CONTRACT	LS	1	\$1.00	\$1.00

** (F) denotes final pay item

Total Amount of Bid \$ 1,482,209.95

PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION INC.
Contractor's Name _____

Award of contract, if made, will be made to the lowest responsive and responsible bidder based on the Base Bid amount.

**PROPOSED SCHEDULE OF WORK AND PRICES
SR-23 Soundwalls at Tierra Rejada Road Interchange**

*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) _____

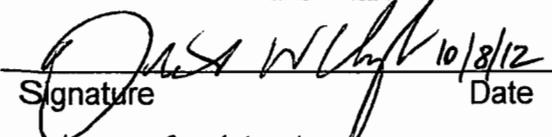
- * Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that 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.)	<u>none</u>	_____
	_____	_____
	_____	_____

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 Peterson Chase G.E.C., Inc. Contractor's Name _____

	<u>10/8/12</u>	_____	_____
Signature	Date	Signature	Date

<u>Vice President</u>	_____	_____	_____
Title	Title	Title	Title

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

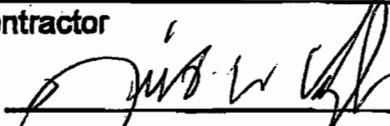
KNOW ALL PERSONS BY THESE PRESENTS:

**PETERSON-CHASE GENERAL
That we, ENGINEERING CONSTRUCTION, INC., as Principal, and GREAT
AMERICAN INSURANCE 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 25TH day of SEPTEMBER, 2012

**PETERSON-CHASE GENERAL
ENGINEERING CONSTRUCTION, INC.**

Contractor

By 

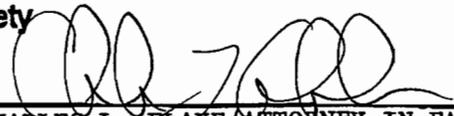
Title Vice President/Secretary/Treasurer

By _____

Title _____

GREAT AMERICAN INSURANCE COMPANY

Surety

By 

CHARLES L. FLAKE/ATTORNEY-IN-FACT

FORM TO ACCOMPANY BID BOND

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

On this ____ day of _____, 2012, 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.

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 Orange



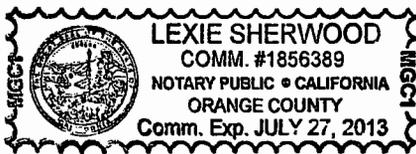
On 9-25-12
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

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: _____

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: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 14406

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVID L. CULBERTSON	RICHARD A. COON	ALL
CHARLES L. FLAKE	LEXIE SHERWOOD	\$75,000,000.00
	ANAHEIM, CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **20TH** day of **OCTOBER**, 2011
Attest **GREAT AMERICAN INSURANCE COMPANY**



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **20TH** day of **OCTOBER**, 2011, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **25TH** day of **SEPTEMBER**, 2012



Stephen C. Beraha
Assistant Secretary

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: Peterson Chase G.E.C., Inc.

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: City of Thousand Oaks
 Contact Individual: Dragan Buha Phone No. 805-449-2443
 Address: 2180 E. Thousand Oaks Blvd., Thousand Oaks 91362
 Contract Amount: 1,747,009.- Year: 2008
 Description of work done: Constructed Soundwall No. 123 at Wendy Drive

Reference No. 2

Customer Name: City of Laguna Hills
 Contact Individual: Ken Rosenfield Phone No. 949-707-2655
 Address: 24035 El Toro Rd., Laguna Hills CA 92653
 Contract Amount: 1,892,152.- Year: 2007
 Description of work done: Constructed Soundwall at Aliso Creek

Reference No. 3

Customer Name: Caltrans
 Contact Individual: Kamy Emam Phone No. 949-279-8487
 Address: 15700 Tustin Village Way #1, Tustin CA 92780
 Contract Amount: 1,198,590.- Year: 2011
 Description of work done: Construct three Masonry Block Sound Walls

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

STATE OF CALIFORNIA, COUNTY OF Orange

I am the Vice President, Secretary/Treasurer

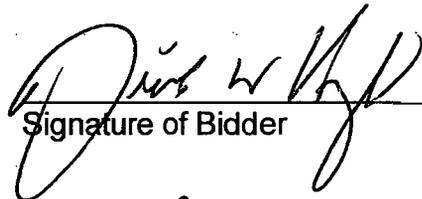
Gen. Eng. Const., Inc. Of Peterson Chase

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 10/8/12 at Irvine,
California.

(date) 10/8/12 (place)

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


Signature of Bidder

Vice President
Title

Signature of Bidder

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 10/8/12 at Irvine, California.

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

Signature(s) of Authorized Bidder

Vice President DWV

Title

Signature(s) of Authorized Bidder

Vice President

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 (X) No ()
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 8 day of October, 2012.

**PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION INC.**

Name of Company

By _____

Title

By _____

Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

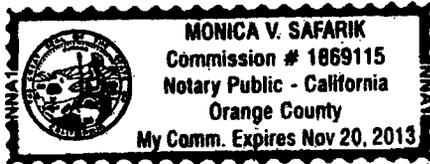
State of California

County of Orange

On 10/8/12 before me, Monica V. Safarik, N.P.
Date Here Insert Name and Title of the Officer

personally appeared Dick W. Vogels
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: Monica V. Safarik
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: Page 28

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Individual

Partner – Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer – Title(s): _____

Individual

Partner – Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**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
<u>Alcorn Fence</u>	<u>122954 C13</u>	<u>Sun Valley CA</u>	<u>Guardrail removal/access gate, railing</u>
<u>KCI environmental</u>	<u>813844</u>	<u>San Luis obispo CA</u>	<u>Planting/irrigation</u>
<u>Quality surveying</u>	<u>TBP</u>	<u>Landcaster CA</u>	<u>Staking</u>
<u>Western paving</u>	<u>639093</u>	<u>Irwinville Dale CA</u>	<u>Asphalt</u>
<u>Landscape support service</u>	<u>Santa clarita CA</u>	<u>Santa clarita CA</u>	<u>erosion control</u>
<u>Jeff</u>	<u>772255</u>	<u>Vintura CA</u>	<u>Electrical</u>

Signature(s) of Bidder: [Handwritten Signature] Date: 10/8/12 Signature(s) of Bidder: [Handwritten Signature]

Title: Vice President Title: Vice President

Title: Amber steel Title: Piling, m. Block/rebar/Steel

~~Amber Block~~

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

<u>Sternchl</u>	<u>421823</u>	<u>Sun Valley CA</u>	<u>Striping</u>
<u>Reycan</u>	<u>393533</u>	<u>Santa Paula CA</u>	<u>Masonry Block</u>

SR-23 Soundwalls at
Tierra Rejada Road Interchange

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.

**PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION INC.**

Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

1792 Kaiser Avenue
Address of Bidder
Irvine CA 92614

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 10/8/12 before me, Monica V. Safarik, N.P.
Date Here Insert Name and Title of the Officer

personally appeared Dick W. Vogels
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: Monica Safarik
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: Page 29

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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.

PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION INC.

Name of Bidding Company

By 
Authorized Signature

Vice President
Title (Typed)

10/8/12
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.

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

SR-23 Soundwalls at Tierra Rejada Road Interchange

Specification No. MPK 12-01

This document provided in electronic file (PDF) to the
City Clerk's Department for record retention