

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

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

**DATE:** February 8, 2007 (CC Meeting of 2-21-07)

**SUBJECT:** Consider Award of Contract for the Construction of the Los Angeles Avenue/Tierra Rejada Road Parkway Improvement Project and a Resolution Amending the Fiscal Year 2006/07 Budget to Revise Funding for the Projects

*Y. Lall*

**DISCUSSION**

A. Background

In September of 2005 the City Council directed staff to proceed with design development for the subject project. Staff retained the services of a landscape architect. The project plans were completed and in December of 2006 the City Council approved the plans and specifications and authorized staff to advertise the project for receipt of bids.

B. Project Scope

The location and limits of the project are generally depicted on the maps attached as Attachment 1. The various segments of the work are listed as follows:

Street	Side	Limits	Type
Los Angeles Ave.	South	W/O Butter Creek to Tierra Rejada Rd.	Parkway
Los Angeles Ave.	South	Tierra Rejada Rd. to E/O Maureen Ln.	Parkway
Tierra Rejada Rd.	---	L. A Ave to Courtney	Median *
Tierra Rejada Rd.	West	L. A Ave to S/O Harvester	Parkway

\*Reconstruction of the existing median landscaping just south of Los Angeles Avenue.

C. Bid Results/Analysis

Sixteen construction firms purchased the plans and specifications. Of that number, eight bids were received, and opened on January 23, 2007. The low bidder is Tropical Creations, Inc. of Northridge, California. The low bidder, Tropical Creations, possesses the necessary qualifications, and experience to perform the work and additionally, is a responsive and responsible bidder. The bid results are as follows:

No.	Bidder	Amount
1	Tropical Creations, Northridge	\$514,292.40
2	Genesis Paving & Landscaping, Sylmar	\$588,990.62
3	General Pavement Mgmt., Santa Paula	\$612,879.87
4	Cinary Construction, Calabasas	\$697,386.31
5	Toro Enterprises, Oxnard	\$808,934.00
6	Environmental Construction, Woodland Hills	\$823,190.00
7	G Coast Construction, Encino	\$947,487.00
8	Freeway Electric, Riverside	\$986,054.50

A summary of the bid results is attached as Attachment 1. The Engineer's estimate is \$670,747.00.

D. Fiscal Impact

1. **Project Cost Estimate:** The current total project cost estimate is as follows:

Description	Prior Year Costs	Current FY Costs	Total Est. Cost
Design	\$9,008	\$24,992	\$34,000
Construction Bid		\$514,292.40	
Plus 10% Contingency		\$51,429	
Construction Total	\$36,899	\$565,722	\$602,621
Inspection	\$0	\$4,000	\$4,000
Total	\$45,907	\$594,714	\$640,621

Note: Prior year costs include replacement of parkway trees and related hardscape reconstruction on the east side of Tierra Rejada Road, south of Los Angeles Avenue.

2. **Current Budget:** The current FY 06/07 Budget is as follows:

By Work Category:

Description	Prior Year Costs	FY 06/07 Budget	Total Appropriations
Design	\$9,008	\$20,992	\$30,000
Construction	\$36,899	\$221,775	\$258,674
Inspection	\$0	\$5,000	\$5,000
Total	\$45,907	\$247,767	\$293,674

**By Fund:**

<u>Fund</u>	<u>Prior Year Costs</u>	<u>FY 06/07 Budget</u>	<u>Total Appropriations</u>
2150: Trees & Landscape	\$14,462	\$17,538	\$32,000
2300: AD84-2	\$7,315	\$0	\$7,315
2501: L A Ave AOC	\$6,162	\$212,690	\$218,852
2605: Gas Tax	\$17,968	\$17,539	\$35,507
Total	\$45,907	\$247,767	\$293,674

Note: The Fund 2300 appropriation represents monies deposited into this Fund which were received from a Developer as remediation for tree damage caused by that developer.

3. **Budget Amendment.** It is necessary to amend the FY06/07 Budget to fully fund the project. A Resolution (Attachment 2) is attached for that purpose. A summary of the proposed Budget amendment is as follows:

**By Work Category:**

<u>Description</u>	<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
Design	\$20,992	\$4,000	\$24,992
Construction	\$221,775	\$361,485	\$583,260
Inspection	\$5,000	(\$1,000)	\$4,000
Total	\$247,767	\$364,485	\$612,252

**By Fund:**

<u>Fund</u>	<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
2150: Trees & Landscape	\$17,538	\$0	\$17,538
2300: AD84-2	\$0	\$0	\$0
2501: L A Ave AOC	\$212,690	\$382,024	\$594,714
2605: Gas Tax	\$17,539	(\$17,539)	\$0
Total	\$247,767	\$364,485	\$612,252

4. **Revised Total Project.** With the above recommended changes, the total appropriations, including prior years costs, are as follows:

**By Work Category:**

<u>Description</u>	<u>Prior Year Costs</u>	<u>Revised FY06/07 Budget</u>	<u>Revised Total Appropriations</u>
Design	\$9,008	\$24,992	\$34,000
Construction	\$36,899	\$583,260	\$620,159
Inspection	\$0	\$4,000	\$4,000
Total	\$45,907	\$612,252	\$658,159

**By Fund:**

<u>Fund</u>	<u>Prior Year Costs</u>	<u>Revised FY 06/07 Budget</u>	<u>Revised Total Appropriations</u>
2150: Trees & Landscape	\$14,462	\$17,538	\$32,000
2300: AD84-2	\$7,315	\$0	\$7,315
2501: L A Ave AOC	\$6,162	\$594,714	\$600,876
2605: Gas Tax	\$17,968	\$0	\$17,968
Total	\$45,907	\$612,252	\$658,159

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E. Schedule and Contract Administration

It is anticipated that construction will commence in March, and be completed by June 2007. City staff, assisted by consultant Ken Gilbert, will administer the contract and provide inspection services.

**STAFF RECOMMENDATIONS (ROLL CALL VOTE)**

1. Award a construction contract (Attachment 4) to Tropical Creations, Inc., and authorize the Mayor to execute the construction contract in the amount of \$514,292.40 for the subject project;
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$51,429 if and when the need arises for extra work and services;
3. Adopt the attached Resolution No. 2007-\_\_\_\_\_ revising the funding for the subject project.

Attachments:

- 1 Location Map
- 2 Bid Results
- 3 Resolution
- 4 Contract



**Legend**

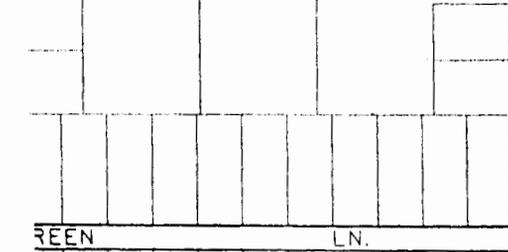
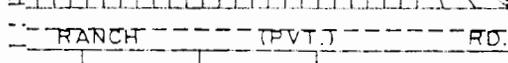
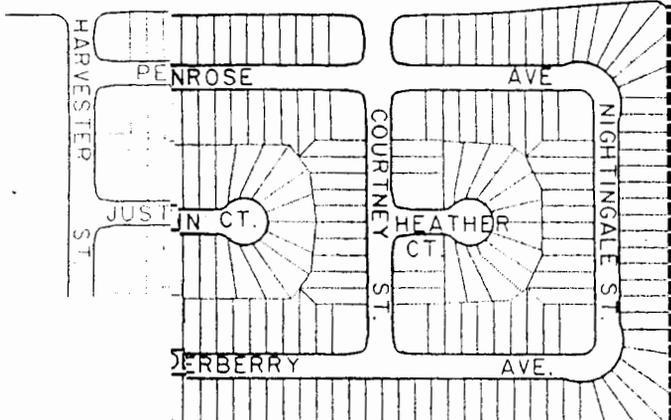
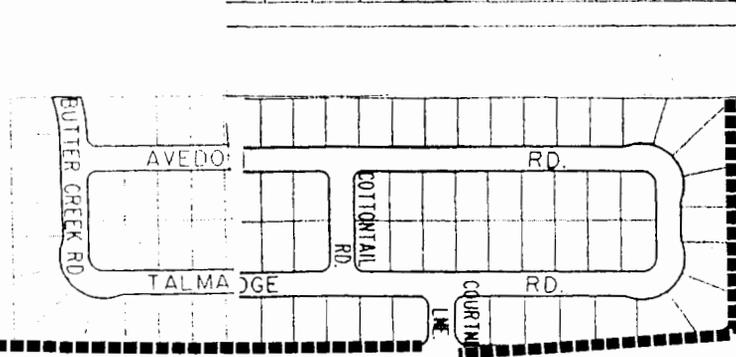
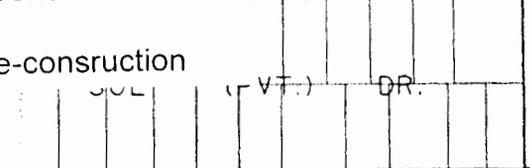
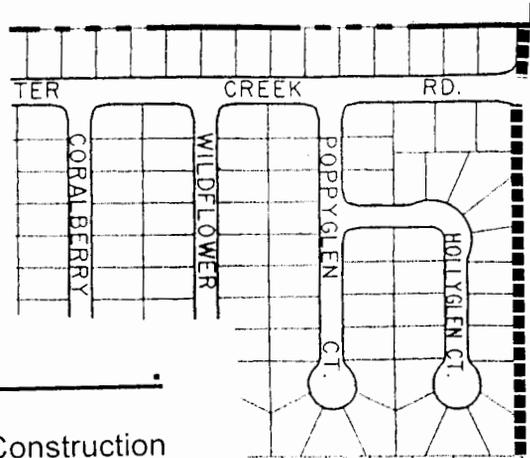
■■■■■ Parkway Landscape Construction

Median Landscape Re-construction

Tierra Rejada Road

Los Angeles Avenue

GABBERT



Bid Opening:  
 January 23, 2007

Bidder >>>>>

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

Engineer's Estimate

Vendor 1

Tropical Creations, Inc.  
 18555 Eddy Street  
 Northridge, CA 91324  
 (818) 885-5000  
 Chris Sturm

Vendor 2

Genesis Paving & Landscaping  
 13369 Dronfield Avenue  
 Sylmar, CA 91342  
 (818) 364-5000  
 Roger Goodman

Item	Description	Bidder >>>>>		Engineer's Estimate		Vendor 1		Vendor 2	
		Est Qty	Units	Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	35,000.00	35,000.00	16,000.00	16,000.00	10,000.00	10,000.00
2	Stormwater Pollution Contrl	1	LS	5,000.00	5,000.00	1,000.00	1,000.00	20,000.00	20,000.00
3	Removals	1	LS	35,000.00	35,000.00	98,000.00	98,000.00	28,000.00	28,000.00
4	Water Service	1	LS	15,000.00	15,000.00	38,000.00	38,000.00	12,000.00	12,000.00
5	Tree Grate	100	EA	1,500.00	150,000.00	850.00	85,000.00	1,250.00	125,000.00
6	Pavers	7,646	SF	15.00	114,690.00	6.80	51,992.80	17.47	133,575.62
7	PCC Sidewalk	798	SF	5.00	3,990.00	9.20	7,341.60	13.98	11,156.04
8	Irrigation System	1	LS	175,000.00	175,000.00	109,906.00	109,906.00	133,000.00	133,000.00
9	Planting	1	LS	130,000.00	130,000.00	98,545.00	98,545.00	81,852.00	81,852.00
10	Maint. Phase (12 months)	12	EA	500.00	6,000.00	620.00	7,440.00	2,778.33	33,339.96
11	Caltrans Permit	1	EA	1,066.00	1,066.00	1,066.00	1,066.00	1,066.00	1,066.00
12	Release on Contract	1	LS	1.00	1.00	1.00	1.00	1.00	1.00
<b>Total</b>					<b>670,747.00</b>		<b>514,292.40</b>		<b>588,990.62</b>

City of Moorpark  
Bid Results: Los Angeles Ave./Tierra Rejada Rd. Parkway Landscaping Project

Bid Opening:  
January 23, 2007

Bidder >>>>>	Vendor 3	Vendor 4	Vendor 5
Name:	General Pavement Management	Cinary Construction Co., Inc.	Toro Enterprises
Address:	240 Quail Court	4024 Lost Springs Drive	511 Buena Vista Avenue
Cit, State:	Santa Paula, CA 93060	Calabasas Hills, CA 91301	Oxnard, CA 93030
Tel. No.:	(805) 933-0909	(818) 880-6772	(805) 483-4515
Contact Person:	Gordon Miller	Ramon Balderas	Sean Castillo

Item	Description	Est Qty	Units	Vendor 3		Vendor 4		Vendor 5	
				Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	8,750.00	8,750.00	6,087.90	6,087.90	70,000.00	70,000.00
2	Stormwater Pollution Contrl	1	LS	2,100.00	2,100.00	25,285.05	25,285.05	6,000.00	6,000.00
3	Removals	1	LS	80,598.00	80,598.00	144,529.35	144,529.35	133,000.00	133,000.00
4	Water Service	1	LS	2,000.00	2,000.00	22,811.25	22,811.25	35,000.00	35,000.00
5	Tree Grate	100	EA	725.81	72,581.00	938.70	93,870.00	1,250.00	125,000.00
6	Pavers	7,646	SF	15.04	114,995.84	9.37	71,643.02	17.00	129,982.00
7	PCC Sidewalk	798	SF	6.00	4,788.00	10.63	8,482.74	7.50	5,985.00
8	Irrigation System	1	LS	142,000.00	142,000.00	150,150.00	150,150.00	120,000.00	120,000.00
9	Planting	1	LS	148,000.00	148,000.00	147,000.00	147,000.00	164,000.00	164,000.00
10	Maint. Phase (12 months)	12	EA	3,000.00	36,000.00	2,205.00	26,460.00	1,575.00	18,900.00
11	Caltrans Permit	1	EA	1,066.00	1,066.00	1,066.00	1,066.00	1,066.00	1,066.00
12	Release on Contract	1	LS	1.00	1.00	1.00	1.00	1.00	1.00
<b>Total</b>					<b>612,879.84</b>		<b>697,386.31</b>		<b>808,934.00</b>

City of Moorpark  
Bid Results: Los Angeles Ave./Tierra Rejada Rd. Parkway Landscaping Project

Bid Opening:  
January 23, 2007

		Bidder >>>>		Vendor 6		Vendor 7		Vendor 8	
		Name:		Environmental Construction, Inc.		Nye & Nelson, Inc.		G Coast Construction, Inc.	
		Address:		21550 Oxnard Street, #1050		1860 Eastman Avenue, #108		5461 Encino Avenue	
		Cit, State:		Woodland Hills, CA 91367		Ventura, Ca 93003		Encino, CA 91316	
		Tel. No.:		(818) 449-8920		(805) 654-1682		(818) 907-9246	
		Contact Person:		Farid Soroudi		Ruric Nye		Ezra Levi	
Item	Description	Est Qty	Units	Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	20,000.00	20,000.00	46,000.00	46,000.00	10,000.00	10,000.00
2	Stormwater Pollution Contrl	1	LS	5,000.00	5,000.00	8,000.00	8,000.00	5,000.00	5,000.00
3	Removals	1	LS	271,515.00	271,515.00	136,000.00	136,000.00	325,000.00	325,000.00
4	Water Service	1	LS	43,300.00	43,300.00	16,000.00	16,000.00	10,000.00	10,000.00
5	Tree Grate	100	EA	1,100.00	110,000.00	860.00	86,000.00	600.00	60,000.00
6	Pavers	7,646	SF	15.00	114,690.00	17.00	129,982.00	10.00	76,460.00
7	PCC Sidewalk	798	SF	11.00	8,778.00	10.00	7,980.00	20.00	15,960.00
8	Irrigation System	1	LS	125,850.00	125,850.00	217,000.00	217,000.00	320,000.00	320,000.00
9	Planting	1	LS	116,990.00	116,990.00	227,000.00	227,000.00	112,000.00	112,000.00
10	Maint. Phase (12 months)	12	EA	500.00	6,000.00	3,800.00	45,600.00	1,000.00	12,000.00
11	Caltrans Permit	1	EA	1,066.00	1,066.00	1,066.00	1,066.00	1,066.00	1,066.00
12	Release on Contract	1	LS	1.00	1.00	1.00	1.00	1.00	1.00
<b>Total</b>					<b>823,190.00</b>		<b>920,629.00</b>		<b>947,487.00</b>

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FY 2006/07 BUDGET TO REVISE THE APPROPRIATIONS AND BUDGET AMOUNTS FOR PROJECT 8033: LOS ANGELES AVENUE/TIERRA REJADA ROAD PARKWAY LANDSCAPING PROJECT [L. A. AVE. AOC FUND (FUND 2501) AND GAS TAX FUND (FUND 2605)]

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

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustments in the aggregate amount of \$364,485; and

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

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

SECTION 1. That a Budget amendment in the aggregate increase of \$364,485 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 21<sup>st</sup> day of February, 2007.

\_\_\_\_\_  
Patrick Hunter, Mayor

ATTEST:

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

Attachment:

Exhibit 'A': Appropriation and Budget Detail

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**EXHIBIT A**

**BUDGET AMENDMENT FOR  
Project 8033: Los Angeles Avenue / Tierra Rejada Road  
Parkway Landscaping Project  
FY 2006-2007**

**FUND ALLOCATION FROM:**

Fund	Account Number	Amount
L. A. Ave. AOC	2501-5500	\$ 382,024.00
Gas Tax	2605-5500	\$ (17,539.00)
<b>Total</b>		<b>\$ 364,485.00</b>

**DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:**

Account Number	Current Budget	Revision	Amended Budget
2150-8310-8033-9601: Design	\$ 1,000.00	\$ (1,000.00)	\$ -
2501-8310-8033-9601: Design	\$ 18,992.00	\$ 6,000.00	\$ 24,992.00
2605-8310-8033-9601: Design	\$ 1,000.00	\$ (1,000.00)	\$ -
Sub-Total	\$ 20,992.00	\$ 4,000.00	\$ 24,992.00
2150-8310-8033-9640: Const	\$ 15,538.00	\$ 2,000.00	\$ 17,538.00
2501-8310-8033-9640: Const	\$ 190,698.00	\$ 375,024.00	\$ 565,722.00
2605-8310-8033-9640: Const	\$ 15,539.00	\$ (15,539.00)	\$ -
Sub-Total	\$ 221,775.00	\$ 361,485.00	\$ 583,260.00
2150-8310-8033-9650: Insp.	\$ 1,000.00	\$ (1,000.00)	\$ -
2501-8310-8033-9650: Insp.	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
2605-8310-8033-9650: Insp	\$ 1,000.00	\$ (1,000.00)	\$ -
Sub-Total	\$ 5,000.00	\$ (1,000.00)	\$ 4,000.00
<b>Total</b>	<b>\$ 247,767.00</b>	<b>\$ 364,485.00</b>	<b>\$ 612,252.00</b>

**FY 06/07 APPROPRIATIONS BY FUND**

Fund	Current Budget	Revision	Amended Budget
2150: Trees and Landscaping	\$ 17,538.00	\$ -	\$ 17,538.00
2501: L. A. Ave. AOC	\$ 212,690.00	\$ 382,024.00	\$ 594,714.00
2605: Gas Tax	\$ 17,539.00	\$ (17,539.00)	\$ -
<b>Total</b>	<b>\$ 247,767.00</b>	<b>\$ 364,485.00</b>	<b>\$ 612,252.00</b>

Approved as to Form:



**AGREEMENT  
(Public Works Contract)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, in the County of Ventura, State of California, by and between the City of Moorpark, a municipal corporation (hereinafter "Agency") and, Tropical Creations, Inc. (hereinafter "Contractor").

WHEREAS, the City Council of the City of Moorpark at a meeting held on the 21<sup>st</sup> day of February, 2007, authorized the Mayor to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

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

1. Defined Terms

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

2. Scope of Work

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

Construction of landscaping and irrigation as set forth in the plans and specifications for the Los Angeles Avenue/Tierra Rejada Road Parkway Landscaping Project – Specification No. MPK 07-06 (hereinafter referred to as "work").

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

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

3. Schedule

3.1 The Contractor shall commence the work on the date stated in the Notice to Proceed and shall diligently pursue the work to completion within sixty (60) working days thereafter, and upon the work schedule, if any, as specified in the Special

Provisions, except as such time may be extended in writing by the Agency in accordance with the Specifications, time being of the essence.

4. Liquidated Damages

4.1 If the Contractor fails to complete the work, or any portion thereof, within the time period required by Article 3 herein or as duly extended in writing by the Agency, he shall forfeit and pay to the Agency, as liquidated damages, the sum of five hundred dollars (\$500) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. The liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract. [Government Code Section 53069.85] Progress payments made by the Agency after the above specified completion date shall not constitute a waiver of liquidated damages by the Agency.

5. Contract Price

5.1 The Agency shall pay to the Contractor as full consideration for the faithful performance of the contract entered into by this Agreement, subject to any additions or deductions as provided in the Contract Documents the sum of five hundred and fourteen thousand, two hundred and ninety-two dollars and 40 cents, (\$514,292.40), said sum being the total amount of the amounts stipulated in the Contractor's Proposal attached as Exhibit "A" of this Agreement.

6. Payments

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

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

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

7. Legal Requirements

7.1 Pursuant to California Labor Code Section 1810, et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to Agency the sum of \$25.00 for each worker employed in the execution of the contract by Contractor or any subcontractor for each calendar day during which such worker is

required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Labor Code Section 1815. [Labor Code Section 1813]

7.2 (A) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the contract are on file in, and available at, the office of the City Clerk 799 Moorpark Avenue, Moorpark, California 93021. [Labor Code Section 1773.2]

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

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

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

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

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

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

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

8. Contract Documents and Specifications

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

Notice Inviting Sealed Bids

Instructions to Bidders

Proposal, as accepted

Bid Bond

Agreement (Public Works Contract)

Payment Bond (Labor and Material)

Performance Bond

Contractor's Certificate Regarding Workers' Compensation

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

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

Special Provisions

Location Maps and Quantity Charts [see Appendices]

Addenda Nos. – None

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

9. Independent Contractor

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

10. Indemnification

10.1 The Contractor hereby agrees to indemnify, defend and hold harmless the Agency, and its officers, employees, servants and agents from and against any and all claims, liability, loss, damage, cost, and expense, including court costs and attorneys' fees, whether or not litigation be commenced, of whatever nature or type, that the Agency or any of its officers, employees or agents, may hereinafter suffer, incur, be put to pay or lay out by reason of:

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

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

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

## 11. Insurance

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

**000103**

11.2 Contractor, and every subcontractor, shall provide comprehensive liability insurance in which the Agency is the named insured or is named as an additional insured. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

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

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

## 12. Agency's Right to Terminate

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

Agency, or otherwise breach any reasons for such intention to terminate, the Agency may terminate this agreement.

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

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

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

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

13. Notice

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

City of Moorpark  
Attn: City Manager  
799 Moorpark Avenue  
Moorpark, CA 93021

and to the Contractor at:

Tropical Creations, Inc.  
Attn: Chris Sturm  
18555 Eddy Street  
Northridge, CA 91324

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

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

14. Assignment

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

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

15. Venue

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall be filed in the applicable court in Ventura County, California.

16. Miscellaneous Provisions

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

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

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

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

000106

17. Entire Agreement

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

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

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

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

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

CITY OF MOORPARK

TROPICAL CREATIONS, INC.

By: \_\_\_\_\_  
Patrick Hunter, Mayor

  
\_\_\_\_\_  
Chris Sturm, President

Date: \_\_\_\_\_

Date: 2/8/07

ATTEST:

\_\_\_\_\_  
Deborah Traffenstedt, City Clerk

Date: \_\_\_\_\_

MPK 07-06

CITY OF MOORPARK  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
PROPOSAL  
FOR  
**L. A. Ave. / Tierra Rejada Rd. Parkway Landscape Project**

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

**L. A. Ave. / Tierra Rejada Rd. Parkway Landscape Project**

Specification No. MPK 07-06

Bids to be received on January 23, 2007, at 3:00 p.m.

Completion Time: 50 Consecutive Working Days After Receipt of Notice to Proceed

Liquidated Damages \$500 Per Calendar Day

Number of Pages Proposal 15

CONTRACTOR

Name Tropical Creations Incorporated

Street Address 18555 Eddy Street

City Northridge State CA Zip Code 91324

Telephone Number 818-885-5000

Fax Number 818-885-5554 (Optional)

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 16 THROUGH 31 FULLY EXECUTED WITH THIS PROPOSAL**

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL  
FOR

**L. A. Ave. / Tierra Rejada Rd. Parkway Landscape Project**

Instructions For Signing Proposal, Bonds, and Contract.....Page 18

Contractor's Proposal Statement .....Page 19

Proposed Schedule of Work and Prices.....Page 20

Bidder's Bond to Accompany Proposal.....Page 22

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

Statement of Bidder's Qualifications and References .....Page 24

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

Questionnaire Regarding Subcontractors .....Page 27

Bidder's Statement of Subcontractors and Material Fabricators .....Page 28

Non-collision Affidavit.....Page 29

Equal Opportunity Certificate .....Page 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. 769375 Class C-27 Expiration Date 05/31/2008

Names of Co-Partners or Corporate Officers and Titles: Chris Sturm, President & Secretary

Mac Duran, Vice President

Signature of Bidder [Signature] President  
Title

Signature of Bidder [Signature] Secretary  
Title

Name of Contractor or Firm Tropical Creations, Inc. Date of Submittal 01/22/07, <sup>2006</sup><sub>2007</sub>  
Telephone No. (818) 885-5000

Address 18555 Eddy Street, Northridge, CA 91324

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

Federal Tax Identification Number: 95-4884511

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 1-22-07 before me, Brenda Wooten, Notary Public

personally appeared Christian Sturm

personally known to me

(or 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda Wooten  
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: Contractor's Proposal

Document Date: 1-22-07 Number of Pages: 1

Signer(s) Other Than Named Above: Same

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

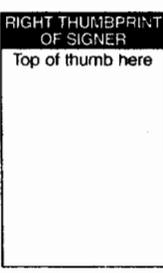
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**PROPOSED SCHEDULE OF WORK AND PRICES**  
**FOR**  
**L. A. Ave. / Tierra Rejada Rd. Parkway Landscape Project**

Item No.	Payment Reference	Description	Qty	Unit	Unit Price	Total
1.	702-7	Traffic Control	1	LS		.....16,000.00
2.	703-2	Stormwater Pollution Prevention	1	LS		.....1,000.00
3.	704-6	Removals	1	LS		.....98,000.00
4.	705-5	Water Service	1	LS		.....38,000.00
5.	706-5.1	Tree Grate	100	EA	.....850.00	.....85,000.00
6.	706-5.2	Pavers	7,646	SF	.....6.80	.....51,992.80
7.	706-5.3	PCC Sidewalk	798	SF	.....9.20	.....7,341.60
8.	707-2	Irrigation System	1	LS		.....109,906.00
9.	708-5.2	Planting	1	LS		.....98,545.00
10.	708-5.3	Maintenance Phase (12 Monthly Payments)	12	EA	.....620.00	.....7,440.00
11.	701-13	Caltrans Permit	1	EA	1,066.00	1,066.00
12.	709-2	Release on Contract	1	LS	1.00	1.00

Total Amount of Bid \$ 514,292.40

Contractor's Name Tropical Creations, Inc.

**PROPOSED SCHEDULE OF WORK AND PRICES  
L. A. Ave. / Tierra Rejada Rd. Parkway Landscape Project**

**\*ADDITIONS/DEDUCTIONS**

TOTAL AMOUNT BID			\$514,292.40
	Bid Item No.	New Total	
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Adjusted Total Bid Amount:		\$514,292.40	

Adjusted Total Bid Amount in Words: five hundred fourteen thousand two hundred ninety two and 40/100

\*\*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:

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	Number	Date
	_____	_____
	_____	_____

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

Contractor's Name <u>Tropical Creations, Inc.</u>	Contractor's Name <u>Chris Sturm</u>
<u></u>	<u></u>
.....01/22/07	.....01/22/07
Signature Date	Signature Date
_____ President Title	_____ Secretary Title

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(in lieu of cash, certified or cashier's check)  
LA AVE./TIERRA REJADA ROAD PARKWAY LANDSCAPING PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

That we, TROPICAL CREATIONS, INC., as Principal, and LINCOLN GENERAL 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 9th day of January, 2006, 2007

TROPICAL CREATIONS, INC.

Contractor

By [Signature]

Title President

By [Signature]

Title Secretary

LINCOLN GENERAL INSURANCE COMPANY

Surety

By [Signature]

Carol Strum  
Attorney-in-fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 1-22-07 before me, Brenda Wootten Notary Public

personally appeared Christian Sturm

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Brenda Wootten  
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: Bidders Bond

Document Date: 1-22-07 Number of Pages: 1

Signer(s) Other Than Named Above: Same

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer Title(s): \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer Title(s): \_\_\_\_\_

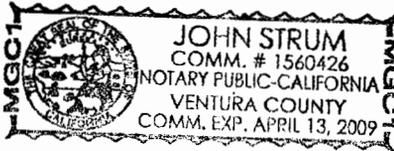
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Ventura

On January 9, 2007 before me, John Strum, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Carol Strum  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

BID BOND  
TITLE OR TYPE OF DOCUMENT

1  
NUMBER OF PAGES

01/09/07  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
LINCOLN GENERAL INSURANCE COMPANY

SIGNER(S) OTHER THAN NAMED ABOVE

LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS; That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Carol Strum

Its true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature, and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15th day of October, 2004.

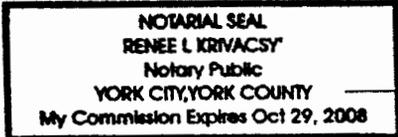
[Signature]
Secretary

[Signature]
President



On this 15th day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County



[Signature]

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 9th day of January, 2007.



[Signature]
Secretary

000119



Phone 717-757-0000

FAX # 717-751-0165

3350 Whiteford Rd., P.O. Box 3709, York, PA 17402-0136

Bond No. BID BOND

## TERRORISM RIDER

### NOTICE – FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the terms of the Terrorism Risk Insurance Act of 2002 ("the Act"), will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond. The portion of your annual premium attributable to certified acts of terrorism under this bond is \$0.00.

### COVERAGE LIMITATIONS

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

FORM TO ACCOMPANY BID BOND

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

On this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 \$ \_\_\_\_\_.

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 ("A") 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: 11

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: see attached list
Contact Individual: Phone No.
Address:
Contract Amount: Year:
Description of work done:

Reference No. 2

Customer Name:
Contact Individual: Phone No.
Address:
Contract Amount: Year:
Description of work done:

Reference No. 3

Customer Name:
Contact Individual: Phone No.
Address:
Contract Amount: Year:
Description of work done:

# Tropical Creations

## HORTICULTURAL SERVICES

**Public Works References:**

<p>Count of Los Angeles PW          Mr. Ribhi Al'Badawi          900 S. Fremont Ave., 8<sup>th</sup> floor          Alhambra, CA 91803          909-975-0044 cell phone          Project Name: Kenneth Hahn Slope          Project Cost: \$ 149,500.00          11/15/02-03/01/05</p>	<p>City of Lakewood          Mr. Max Withrow          5050 Clark St.          Lakewood, CA 90712          562-866-9771 voice          562-866-0505 fax          Project Name: Landscape Del Amo Blvd.          Project Cost: \$151,225.00          07/30/03 – 08/31/03</p>
<p>Metropolitan Water District          Mr. Richard Arroyo          13100 Balboa Blvd.          Granada Hills, CA 91344          818-832-2178 voice          818-832-2112 fax          Project Name: Landscape Maintenance          Project Cost: \$750,000.00          05/01/04 - ongoing</p>	<p>Burbank, Glendale Pasadena Airport Authority          Mr. Bob Anderson          2627 Hollywood Way          Burbank, CA 91505          818-840-9456 voice          818-540-0651 fax          Project Name: Studio Lot Landscaping          Project Cost: \$50,627.00          04/05/04 – 05/03/04</p>
<p>City of Agoura Hills          Mr. Chris Dodd          30001 Ladyface Ct.          Agoura Hills, CA 91301          818-597-7317 voice          818-597-7341 fax          Project Name: Historic Reyes Adobe          Project Cost: \$298,500.00          02/01/04-06/30/04</p>	<p>Los Angeles Unified School District          Mr. Gary Wood          1545 Wilshire Blvd. Ste 100          Los Angeles, CA 90017          818-335-5764 voice          818-342-3850 fax          Project Name: Sprinkler Renovation Parkman Middle School          Project Cost: \$217,300.00          07/05/04-11/15/04</p>
<p>City of Los Angeles – PW          Mr. Win Pham          1149 S. Broadway, Ste 200          Los Angeles, CA 90015          213-847-1348 voice          213-847-1846 fax          Project Name: Westwood Village Sidewalks          Project Cost: \$189,000.00          05/01/04- ongoing</p>	<p>City of Los Angeles – PW          Mr. Win Pham          1149 S. Broadway, Ste 200          Los Angeles, CA 90015          213-847-1348 voice          213-847-1846 fax          Project Name: Ventura Blvd Sidewalk Maintenance          Project Cost: 40,000.00          12/15/04- ongoing</p>
<p>City of Oxnard          Mr. Larry Thompson 1060 Pacific Ave.          Oxnard, CA 93030          805-385-7949 voice          Project Name: Rose Ave. Landscape          Project Cost: \$170,000.00          07/05 – 08/05</p>	<p>City of Oxnard          Mr. Larry Thompson 1060 Pacific Ave.          Oxnard, CA 93030          805-385-7949 voice          Project Name: 2<sup>nd</sup> and 5<sup>th</sup> Street Landscape Medians          Project Cost: \$119,000.00          01/06-02/06</p>

voice: 818.885.5000  
 1.888.905.0725 • fax: 818.885.5554  
 18555 Eddy Street, Northridge, CA 91324-4015  
 www.tropicalcreations.com • California Contractors License No.: 769375

**600123**

<p>City of Los Angeles – General Services  Mr. Richard Telles  555 Ramirez St., Space 150 C  Los Angeles, CA 90012  213-847-4824 phone  213-216-4733 fax  Project Name: Placita De Dolores  Project Cost: \$ 155,000.00  05/06 – 08/06</p>	<p>City of Los Angeles – General Services  Mr. Berry Saizon  555 Ramirez St., Space 150 C  Los Angeles, CA 90012  213-473-6719 phone  213-847-4824 fax  Project Name: Alameda St Project  Project Cost: \$ 32,000.00  07/06 – 07/06</p>
<p>City of Los Angeles – General Services  Mr. Berry Saizon  555 Ramirez St., Space 150 C  Los Angeles, CA 90012  213-473-6719 phone  213-847-4824 fax  Project Name: West Valley Police  Project Cost: \$ 29,000.00  07/06 – 07/06</p>	<p>City of Los Angeles – General Services  Mr. Ben Lahodny  555 Ramirez St., Space 150 C  Los Angeles, CA 90012  213-847-4825 phone  213-485-0516 fax  Project Name: Stone House  Project Cost: \$ 74,000.00  07/06 – 07/06</p>
<p>Ventura Unified School District  Mr. Jay Bain  Education Service Center  225 W. Stanley Ave.  Ventura, CA 93001  805-642-3641 phone  805-642-9614 fax  Project Name: Anacapa Middle School  Project Cost: \$252,000.00  07/06 – 08/06</p>	

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

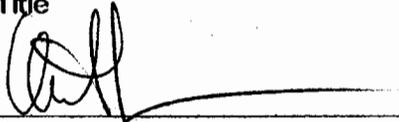
STATE OF CALIFORNIA, COUNTY OF Los Angeles  
I am the President & Secretary  
Of \_\_\_\_\_

Tropical Creations, Inc 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 1/22/07 at Northridge, California.  
(date) (place)

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

  
\_\_\_\_\_  
Signature of Bidder

President  
Title  
  
\_\_\_\_\_  
Signature of Bidder

Secretary  
Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 1-22-07 before me, Brenda Wooten, Notary Public

personally appeared Christian Sturm

personally known to me

Her proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda Wooten  
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: Statement of Bidders Qualifications

Document Date: 1-22-07 Number of Pages: 1

Signer(s) Other Than Named Above: same

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**STATEMENT OF BIDDER'S 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 1/22/07 at Northridge, California.

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

  
\_\_\_\_\_  
Signature(s) of Authorized Bidder

  
\_\_\_\_\_  
Signature(s) of Authorized Bidder

President  
\_\_\_\_\_  
Title

Secretary  
\_\_\_\_\_  
Title

**QUESTIONNAIRE REGARDING SUBCONTRACTORS**

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

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No (x)
- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes (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 22nd day of January, 2007, ~~2006~~ 2007

Tropical Creations, Inc

Name of Company

By [Signature]

President

Title

By [Signature]

Secretary

Title

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

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

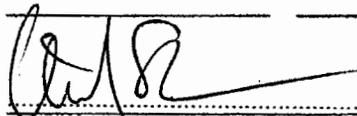
Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

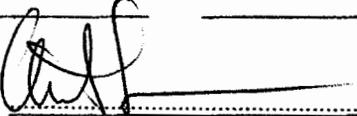
(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

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

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

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of The Work to be Done
Nelson Concrete Sawing	455732	4565 E. Industrial Ave., Simi	V. Sawcutting
Adobe Company	513780	1730 N. Ventura Ave., Ventura	Trucking
BC Rincon	775327	67 E. LA Loma, Somis	Asphalt Patching

  
 \_\_\_\_\_  
 Signature(s) of Bidder                      Date                      01/22/2007

  
 \_\_\_\_\_  
 Signature(s) of Bidder                      Date                      01/22/07

\_\_\_\_\_  
 President  
 Title

\_\_\_\_\_  
 Secretary  
 Title

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 1-22-07 before me, Brenda Wootten Notary Public

personally appeared Christian Sturm

personally known to me

proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda Wootten  
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: Bidders Statement of Subcontractors

Document Date: 1-22-07 Number of Pages: 1

Signer(s) Other Than Named Above: Same

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

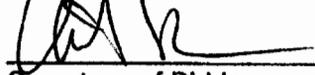
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the City of Moorpark  
DEPARTMENT OF PUBLIC WORKS

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

Tropical Creations, Inc.

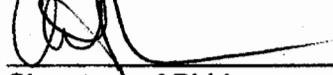
\_\_\_\_\_  
Name of Bidder



\_\_\_\_\_  
Signature of Bidder



\_\_\_\_\_  
Name of Bidder



\_\_\_\_\_  
Signature of Bidder

18555 Eddy Street, Northridge, CA 91324

\_\_\_\_\_  
Address of Bidder

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 1-22-07 before me, Brenda Wootten, Notary Public

personally appeared Christian Sturm

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda Wootten  
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: Non-Collusion Affidavit

Document Date: 1/22/07 Number of Pages: 1

Signer(s) Other Than Named Above: Same

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



**EQUAL OPPORTUNITY CERTIFICATE**

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

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

Tropical Creations, Inc.  
\_\_\_\_\_  
Name of Bidding Company

By   
\_\_\_\_\_  
Authorized Signature

President  
\_\_\_\_\_  
Title (Typed)

01/22/07  
\_\_\_\_\_  
Date