

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

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

DATE: June 5, 2007 (CC Meeting of 6-20-07)

SUBJECT: Consider Award of Contract and Public Outreach for the Construction of a Pedestrian Smart Crosswalk System on Moorpark Avenue (SR-23) at Second Street

DISCUSSION

A. Background

The intersection of Moorpark Avenue and Second Street has high vehicular and pedestrian traffic. A survey conducted in October, 2006 found that there were 899 vehicles (5:00 – 6:00 p.m.) traveling through the crosswalk, and 42 pedestrians (1:00 -2:00 p.m.) using the crosswalk. Due to the increasing number of pedestrians that patronize the neighborhood shopping center on the west side of the intersection, there is a need to improve the safety and visibility of the crosswalk at this location. The subject project will construct roadway features that will make the crosswalk and pedestrians more visible to vehicular traffic, especially at night and in poor weather conditions.

The City sought and received approval of a TDA Article 3 (bicycle / pedestrian facilities) grant to fund a portion of the construction costs for this project. Staff then retained the services of a consultant civil engineer to prepare plans and specifications for the construction of the project. The City applied for and obtained an encroachment permit from Caltrans for the work within State right-of-way.

In November of 2006 the City Council approved the plans and specifications for a project to install an In-Road Lighted Crosswalk on Moorpark Avenue (SR-23) at Second Street and authorized staff to advertise for receipt of construction bids.

B. Public Outreach

A requirement of the Caltrans Encroachment Permit is for the City to conduct a public outreach effort to inform the surrounding community of the new crosswalk installation. Door hangers with the project information were distributed to nearby residents and businesses. The information was printed in both English and Spanish and included a notice for the date and time of this council meeting. The intent of the public outreach effort is to raise awareness and encourage the use of the in-road lighted crosswalk for improved pedestrian safety.

C. Project Scope

The proposed improvements will include a) the relocation of the existing crosswalk from the south side of the intersection to the north side, in order to eliminate conflicts with the existing driveway and utility boxes; b) installation of in-pavement flashing lights with pedestrian push buttons; and c) an overhead flashing beacon. This project is identified in the FY 2006/07 Budget as Project 8064.

D. Bid Results/Analysis

Construction bid packages were requested from eleven contractors from which six bids were received, and opened on June 4, 2007. The low bidder is Republic ITS, Inc., the City's signal maintenance contractor. Republic ITS, Inc. possesses the necessary qualifications and experience to perform the work. Their bid was responsive to the requirements of the bid documents and they have been found to be a responsible bidder. The bid results are as follows:

No.	Bidder	Amount
1	Republic ITS Inc., Novato	\$74,241.00
2	Freeway Electric, Riverside	\$76,076.00
3	Christopher Morales, Industry	\$84,679.00
4	TDS Engineering, Westlake Village	\$85,306.00
5	Traffic Signal Maintenance, Carpinteria	\$89,853.00
6	Steiny and Co., Baldwin Park	\$95,712.00

The analysis of bids is attached as Attachment 1. The Engineer's estimate is \$85,001.00.

E. Environmental

A Notice of Exemption was prepared and filed with the County Clerk's Office in accordance with the California Environmental Quality Act.

F. 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	\$13,339	\$6,266	\$19,605
Construction			
Prior costs		\$689	
Bid Amount		\$74,241	
Plus 10% Contingency		\$7,424	
Construction Total	\$0	\$82,354	\$82,354
Inspection	\$0	\$3,000	\$3,000
Total	\$13,339	\$91,620	\$104,959

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	\$13,339	\$17,025	\$30,364
Construction	\$0	\$97,940	\$97,940
Inspection	\$0	\$10,000	\$10,000
Total	\$13,339	\$124,965	\$138,304

Fund Breakdown:

Fund	Prior Year Costs	FY 06/07 Budget	Total Appropriations
2602: TDA Article 3 Grant			
Design	\$0	\$0	\$0
Construction	\$0	\$25,600	\$25,600
Inspection	\$0	\$0	\$0
Total	\$0	\$25,600	\$25,600
2603: TDA Article 8A			
Design	\$13,339	\$16,866	\$30,205
Construction	\$0	\$59,740	\$59,740
Inspection	\$0	\$9,000	\$9,000
Total	\$13,339	\$85,606	\$98,945
2501: L A Ave AOC			
Design	\$0	\$159	\$159
Construction	\$0	\$12,600	\$12,600
Inspection	\$0	\$1,000	\$1,000
Total	\$0	\$13,759	\$13,759
Total	\$13,339	\$124,965	\$138,304

3. **Budget Surplus:** It is anticipated that there will be a budget surplus upon completion of this project. Upon completion of the project, all unexpended appropriations will be returned to funding sources. A breakdown of the anticipated budget surplus is as follows:

<u>Fund</u>	<u>Total Appro.</u>	<u>Est. Actual</u>	<u>Est. Surplus</u>
2602: TDA Article 3 Grant			
Design	\$0	\$69	(\$69)
Construction	\$25,600	\$25,600	\$0
Inspection	\$0	\$0	\$0
Total	\$25,600	\$25,669	(\$69)
2603: TDA Article 8A			
Design	\$30,205	\$6,198	\$24,007
Construction	\$59,740	\$44,153	\$15,587
Inspection	\$9,000	\$1,500	\$7,500
Total	\$98,945	\$51,851	\$47,094
2501: L A Ave AOC			
Design	\$159	\$0	\$159
Construction	\$12,600	\$12,600	\$0
Inspection	\$1,000	\$1,500	(\$500)
Total	\$13,759	\$14,100	(\$341)
Total	\$138,304	\$91,620	\$46,684

G. Schedule

It is anticipated that construction will commence in July 2007, and be completed by September 2007.

STAFF RECOMMENDATIONS

1. Award a construction contract (Attachment 2) to Republic, ITS, Inc., and authorize the City Manager to execute the construction contract in the amount of \$74,241.00 for the subject project;
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$7,500 if and when the need arises for extra work and services.

Attachments:

- 1 Bid Analysis
- 2 Contract
- 3 Public Outreach Flyer

Bid Opening:
 June 4, 2007

Bidder >>>>

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

Engineer's Estimate

Vendor 1

Republic ITS Inc.
 371 Bel Marin Keys Blvd. #200
 Novato, CA 94949
 (415) 884-3000
 James Wagner

Vendor 2

Freeway Electric
 5942 Acorn Street
 Riverside, CA 92504
 (951) 710-1000
 Brian Mendoza

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	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
2	Stormwater Pollution Control	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3	PCC Curb Ramp	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 5,000.00	\$ 15,000.00	\$ 5,200.00	\$ 15,600.00
4	Signing & Striping	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00
5	Ped. Smart Xwalk System	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 48,240.00	\$ 48,240.00	\$ 46,975.00	\$ 46,975.00
6	Release on Contract	1	EA	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total				\$ 85,001.00		\$ 74,241.00		\$ 76,076.00	

City of Moorpark
Bid Analysis: Second Street Lighted Crosswalk Project

Bid Opening:
June 4, 2007

Bidder >>>>	Vendor 3	Vendor 4	Vendor 5
Name:	Christopher R. Morales, Inc.	TDS Engineering	Traffic Signal Maintenance
Address:	15100 E. Nelson Avenue	2899 Agoura Road, Suite 171	5367 Ogan Road
Cit, State:	Industry, CA 91744	Westlake Village, CA 91361	Carpinteria, CA 93013
Tel. No.:	(626) 968-3771	(805) 371-4639	(805) 684-5054
Contact Person:	Christopher R. Morales	David R. Wuertz	Robert Eaton

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	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00
2	Stormwater Pollution Control	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
3	PCC Curb Ramp	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,500.00	\$ 4,500.00	\$ 8,000.00	\$ 24,000.00
4	Signing & Striping	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00
5	Ped. Smart Xwalk System	1	LS	\$ 64,678.00	\$ 64,678.00	\$ 56,305.00	\$ 56,305.00	\$ 51,852.00	\$ 51,852.00
6	Release on Contract	1	EA	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

Total

\$ 84,679.00

\$ 85,306.00

\$ 89,853.00

City of Moorpark
Bid Analysis: Second Street Lighted Crosswalk Project

Bid Opening:
June 4, 2007

Bidder >>>>

Vendor 6

Name: Steiny and Company, Inc.
Address: 12907 East Garvey Avenue
Cit, State: Baldwin Park, CA 91706
Tel. No.: (626) 338-9923
Contact Person: Richard Tesoriero

Item	Description	Est Qty	Units	Bidder >>>>		Vendor 6		Unit Cost	Total Bid
				Unit Cost	Total Bid	Unit Cost	Total Bid		
1	Traffic Control	1	LS	\$ 500.00	\$ 500.00			\$ -	\$ -
2	Stormwater Pollution Control	1	LS	\$ 500.00	\$ 500.00			\$ -	\$ -
3	PCC Curb Ramp	3	EA	\$ 11,450.00	\$ 34,350.00			\$ -	\$ -
4	Signing & Striping	1	LS	\$ 9,746.00	\$ 9,746.00			\$ -	\$ -
5	Ped. Smart Xwalk System	1	LS	\$ 50,615.00	\$ 50,615.00			\$ -	\$ -
6	Release on Contract	1	EA	\$ 1.00	\$ 1.00			\$ -	\$ -
Total						\$ 95,712.00		0.00	0.00

AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN THE CITY OF MOORPARK AND REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. FOR SECOND STREET PEDESTRIAN SMART CROSSWALK SYSTEM PROJECT, MOORPARK, CA

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, in the County of Ventura, State of California, by and between the City of Moorpark, a municipal corporation (hereinafter "Agency") and, _____ (hereinafter "Contractor").

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

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

1. Defined Terms

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

2. Scope of Work

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

Construction of Pedestrian Smart Crosswalk System measures set forth in the plans and specifications (hereinafter referred to as "work").

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

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

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 **fifty (50)** 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 seventy-four thousand, two hundred and forty-one dollars (\$74,241.00), said sum being the total amount of the amounts stipulated in the Contractor's Proposal attached as Exhibit "A" of this Agreement.

6. Payments

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

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

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

7. Legal Requirements

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

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

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

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

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

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

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

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

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

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, May 2006.

Special Provisions

Location Maps [see Appendices]

Addenda No. 1

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

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 subcontractor;
- b) Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;
- c) Any act, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- d) Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
- e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-sections a, b, c, and d, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence

of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity in addition to any other rights or remedies that the Indemnities 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 B attached hereto and incorporated herein by this reference as though set forth in full.

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 the City of Moorpark, 799 Moorpark Avenue, California, 93021 and to the Contractor at:

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

15.1 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 This Agreement is made in three (3) duplicate originals.

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

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

17. Entire Agreement

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

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

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

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

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

CITY OF MOORPARK

REPUBLIC ITS

By: _____
Mayor of City of Moorpark

Name

Date: _____

Title

Date: _____

ATTEST:

Deborah Traffenstedt
City Clerk of the City of Moorpark

Date: _____

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

Second Street Pedestrian Smart Crosswalk System Project

Specification No. MPK 05-06

Bids to be received on June 4, 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 16

CONTRACTOR

Name Republic Intelligent Transportation Services, Inc.

Street Address 371 Bel Marin Keys Blvd, #200

City Novato State CA Zip Code 94949

Telephone Number (415) 884. 3000

Fax Number (415) 884. 4800 (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 15 THROUGH 30 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

Second Street Pedestrian Smart Crosswalk System Project

Instructions For Signing Proposal, Bonds, and Contract.....Page 17

Contractor's Proposal StatementPage 18

Proposed Schedule of Work and Prices.....Page 19

Bidder's Bond to Accompany Proposal.....Page 21

Form to Accompany Bid BondPage 22

Statement of Bidder's Qualifications and ReferencesPage 23

Statement of Bidder's Past Contract DisqualificationsPage 25

Questionnaire Regarding Subcontractors.....Page 26

Bidder's Statement of Subcontractors and Material FabricatorsPage 27

Non-collision Affidavit.....Page 28

Equal Opportunity CertificatePage 29

Title 49, Code of Federal Regulations Part 29 Debarment and
Suspension CertificationPage 30

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. 047154 Class A, C10, C31 Expiration Date 6/2008

Names of Co-Partners or Corporate Officers and Titles: see attached

Signature of Bidder [Signature] VP Engineering
Title

Signature of Bidder [Signature] VP, Secretary, Treasurer
Title

Name of Contractor or Firm _____ Date of Submittal June 4, 2007

Republic ITS Telephone No. (415) 884.3000

Address 371 Bel Marin Keys Blvd, #200, Novato, CA 94949

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

Federal Tax Identification Number: 68-0276727

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

PROPOSED SCHEDULE OF WORK AND PRICES
FOR
Second Street Pedestrian Smart Crosswalk System Project

Item No.	Payment Reference	Description	Qty	Unit	Unit Price	Total
1.	Sec. 702-8	Traffic Control	1	LS	1,500.00	1,500.00
2.	Sec. 703-2	Stormwater Pollution Control	1	LS	500.00	500.00
3.	Sec. 704-4	PCC Curb Ramp	3	EA	5,000.00	15,000.00
4.	Sec. 705-7	Signing and Striping	1	LS	9,000.00	9,000.00
5.	Sec. 706-14	Pedestrian Smart Crosswalk System	1	LS	48,240.00	48,240.00
6.	Sec. 707-2	Release on Contract	1	EA	1.00	1.00

Total Amount of Bid \$ 74,241.00

Contractor's Name Republic ITS

PROPOSED SCHEDULE OF WORK AND PRICES
Second Street Pedestrian Smart Crosswalk System Project

*ADDITIONS/DEDUCTIONS

TOTAL AMOUNT BID			At 74,241.00
			\$ 74,281.00
	Bid Item No.	New Total	
Addition for:	_____	_____	+
Addition for:	_____	_____	+
Addition for:	_____	_____	+
Deduction for:	_____	_____	-
Deduction for:	_____	_____	-
Deduction for:	_____	_____	-

Adjusted Total Bid Amount: ~~\$ 74,281.00~~ 74,241.00 *Age*

Adjusted Total Bid Amount in Words: SEVENTY FOUR THOUSAND TWO HUNDRED

**Sales Tax Adjustment (If Applicable) N/A *ELIGIBLE ONE*

- * 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>1</u>	<u>5/17/07</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 Republic ITS
 Signature *James A. Wagner*
 Date 5/31/07
 Title VP Engineering

Contractor's Name _____
 Signature *Jeffrey L. Asch*
 Date 5/31/07
 Title VP, Secretary, Treasurer

See attached

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

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, 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 _____ day of _____, 2007.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

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 N/A
and Amount \$ N/A.

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 "C10") 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: 1 Year - changed name in 2006.
Operated as Republic Electric for past 15 years.

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

Reference No. 1

Customer Name: City of Montebello
 Contact Individual: Pat Lana Phone No. (323) 887-1466
 Address: 1600 W. Beverly Blvd. Montebello, CA. 90640
 Contract Amount: \$122,400- Year: 2006
 Description of work done: Beverly and Civic Center Signal Modifications

Reference No. 2

Customer Name: County of Los Angeles
 Contact Individual: Donald Wolfe Phone No. (626) 458-5100
 Address: 900 South Fremont Ave., Alhambra, CA. 91803
 Contract Amount: \$455,700- Year: 2006
 Description of work done: Install 62 School Zone Flashers

Reference No. 3

Customer Name: City of Rosemead
 Contact Individual: Ken Bukarina Phone No. (626) 288-1671
 Address: 5838 East Valley Blvd., Rosemead, CA. 91770
 Contract Amount: \$558,827- Year: 2006
 Description of work done: Traffic Signal Upgrades.

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

STATE OF CALIFORNIA, COUNTY OF Marin
I am the VP Engineering
Of _____

Republic ITS, 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 May 31, 2007 at Novato, CA
California. (date) (place)

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

[Signature]
Signature of Bidder

VP Engineering
Title

[Signature]
Signature of Bidder

VP, Secretary, Treasurer
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.

N | A

Executed on May 31, 2007 at Novato, California.

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

James A. Wagner
Signature(s) of Authorized Bidder

VP Engineering
Title

[Signature]
Signature(s) of Authorized Bidder

VP, Secretary, Treasurer
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
- 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. N/A
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes 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
- 5. If the answer to No. 4 is "yes", please explain the following details:
 - (a) Date: N/A
 - (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 31 day of May, 2007.

Republic ITS
Name of Company

By [Signature]

VP Engineering
Title

By [Signature]

VP Secretary
Title Treasurer

**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.

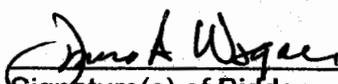
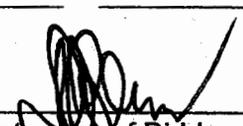
Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(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 Which Subcontractor is Licensed	Under License No. & Class	Business Address	Specific Description of Subcontract and Portion of The Work to be Done
<u>B+T WORKS</u>	<u>784833-A</u>	<u>WILDOMAR CA.</u>	<u>CORR REPAIRS</u>
<u>STERNDAHL</u>	<u>421823-</u>	<u>SUN VALLEY CA.</u>	<u>SIGNING & STAMPING</u>
	<u>AP31, C32</u>		

			
Signature(s) of Bidder	Date	Signature(s) of Bidder	Date
Date	<u>James A. Wagner 5/31/07</u>	<u>Jeffrey L. Asch 5/31/07</u>	
Title	<u>VP Engineering</u>	Title	<u>VP, Secretary, Treasurer</u>

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

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.

Republic ITS

Name of Bidder

Name of Bidder

James A. Wagner

Signature of Bidder

Signature of Bidder

James A. Wagner
VP Engineering

VP, Treasurer
371 Ben Marin Keys Blvd, #200

Address of Bidder

Novato, CA 94949

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

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.

Republic ITS
Name of Bidding Company

By [Signature]
Authorized Signature

VP Engineering
Title (Typed)

5/31/07
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.

0

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Marin }

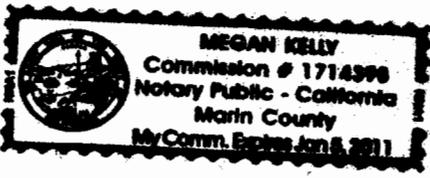
On May 31, 2007 before me, Megan Kelly
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James A. Wagner and Jeffrey L Asch
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Megan Kelly
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: City of Marinpark Proposal Documents

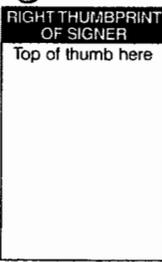
Document Date: May 31, 2007 Number of Pages: 16

Signer(s) Other Than Named Above: ⊖

Capacity(ies) Claimed by Signer(s)

Signer's Name: James A. Wagner

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



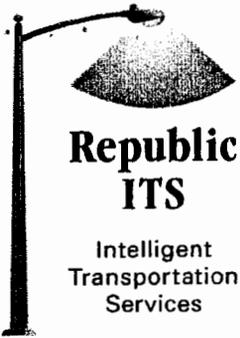
Signer Is Representing: Republic ITS

Signer's Name: Jeffrey L Asch

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



Signer Is Representing: Republic ITS



Republic Intelligent Transportation Services, Inc. is a California Corporation

The corporate officers of Republic ITS are:

Name: **Wade L. White**

Title: **President**

Name: **Jeffrey L. Asch**

Title: **VP, Secretary, Treasurer**

Name: **Dennis L. Walther**

Title: **VP Field Operations**

Name: **James A. Wagner**

Title: **VP Engineering**

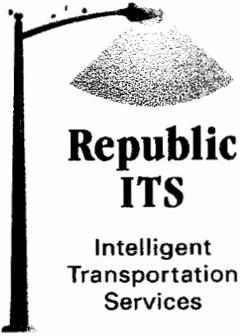
All those listed above are also owners of the named corporation.

The contact information for all officers listed above is:

Address: **371 Bel Marin Keys Boulevard, #200, Novato, CA 94949**

Phone: **415-884-3000**

Fax: **415-884-4800**



**MINUTES OF A MEETING OF
THE BOARD OF DIRECTORS
OF REPUBLIC ITS
(The Company)**

A meeting of the Board of Directors of the Company was held at the principal office of the Company on February 07, 2007.

All of the Directors of the Company were present. Wade L. White acted as Chairman of the meeting and Jeffrey L. Asch acted as Secretary of the meeting.

The Chairman announced that the purpose of the meeting was to appoint officers of the Company, and to authorize its officers to execute bonds, contracts, bids, legal, and other documents necessary for the Company to transact its business.

After full and complete discussion, the following recitals and resolutions were adopted:

WHEREAS, it is the intention of the Board of Directors to appoint officers of the Company to manage the daily operations of the Company;

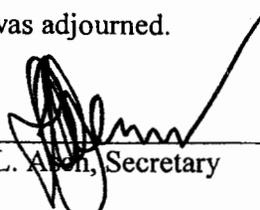
WHEREAS, it is the intention of the Board of Directors to authorize the officers of the Company to execute bonds, contracts, bids, legal, and other documents necessary for the Company to transact its business.

NOW, THEREFORE, BE IT RESOLVED, that the following be appointed as officers of the Company: Wade L. White as President, Dennis L. Walther as Vice President, Jeffrey L. Asch as Vice President & Chief Financial Officer, and James A. Wagner as Vice President.

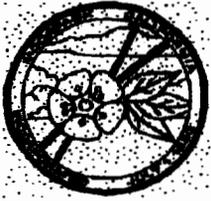
NOW, THEREFORE, FURTHER BE IT RESOLVED, that the following officers be duly authorized to legally bind the Company through the execution of bonds, contracts, bids, legal, and other documents as may become necessary from time to time in order for the Company to transact its business: Wade L. White as President, Dennis L. Walther as Vice President, Jeffrey L. Asch as Vice President & Chief Financial Officer, and James A. Wagner as Vice President.

NOW, THEREFORE, FURTHER BE IT RESOLVED, that any actions taken by the officers of the Company prior to the date of the foregoing resolutions that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this Company.

There being no further business to conduct, the meeting was adjourned.



Jeffrey L. Asch, Secretary



City of Moorpark

CITY ENGINEER/PUBLIC WORKS DEPARTMENT

799 Moorpark Avenue, Moorpark, California 93021 (805) 517-6256 fax (805) 532-2555

May 17, 2007

ADDENDUM NO. 1

for

Second Street Pedestrian Smart Crosswalk System Project
Specification No. MPK 05-06

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the construction of the above described project are hereby amended as follows:

PLANS

1. **Sheet E-1 (sheet 2 of 5)**
 - a. **Conductor and Conduit Schedule:**

Replace entire table with the following:

Conductor Qty. and Type	Function
2 ea. of 2 - #18	from push-button to controller (2 locations)
3 ea. of 2 - #18	from solar panel to controller (3 locations)
4 ea. of 2 - #18	from beacon to controller (4 beacons)
Conduit	NONE

NOTE: All wiring shall be within poles. No wiring is required between lane lights or from controller on one side of street to the other side.

- b. **New Sign Schedule:**
Revise R62 E (CA) from 9" x 12" to 5" x 7.5"
- c. **Pole and Equipment Schedule:**
 - i. **Pole No. 1**
Revise 40" high P.P.B. post to 10 ft. high Type B post
Add: REMARKS: Mount (1) Spot Devices Solar Controller (or approved equal) and (1)5W Solar Panel
 - ii. **Pole No. 2**
Revise Type 28-5-100 to Type 23-3-100
Add: REMARKS: Mount (2) W11-2 Signs, (4) Flashing Beacons, (2) Spot Devices Solar Controllers (or approved equal), and (2) 20W Solar Panels (Side Mount).

city share/public works/even one/signed crosswalk addendum 1

PATRICK HUNTER
Mayor

KEITH F. MILLHOUSE
Mayor Pro Tem

ROSEANN MIKOB
Councilmember

JANICE PARVIN
Councilmember

MARK VAN DAM
Councilmember

000190

Second Street Lighted Crosswalk Project
Addendum No. 1
Page 2

d. Construction Notes:

Revise as follows:

1. Furnish and install (2) Spot Devices Solar Controller (or approved equal) and (2) Side-mount 20W Solar Panels on type 23-3-100 pole per manufacturer requirements and per detail A (Sheet E-2). Contractor shall furnish and install all appurtenances required to provide intended operation.
2. DELETE THIS NOTE
3. DELETE THIS NOTE
4. Furnish and install Spot Devices Road Spot RS200 series in-road warning lights (or approved equal) per manufacturer requirements. Road Spots shall be 1' from edge of painted crosswalk and shall either be centered in a moving lane of traffic or aligned with lane stripe. Contractor shall provide 4 additional warning lights to the City as spare.
5. Install 12" LED Spot Beacon SB100 (or approved equal) with back plates per detail A (Sheet E-2)
6. NO CHANGE
7. NO CHANGE
8. ADD: Furnish and install Spot Devices Solar Controller (or approved equal), and 5W Solar Panel (Top Mount) on 10 ft. Type B pole per manufacturer requirements. NOTE: THIS ITEM APPLIES TO POLE NUMBER 1 CALLOUT AT NORTH EAST CORNER

e. Legend

- i. Revise 300mm yellow LED flashing beacon to 12" LED Spot Beacon SB100 (or approved equal)
- ii. Revise In-Roadway LED Warning Signal (studs) to Road Spot RS200 In-Road Warning Lights (or approved equal)

SPECIFICATIONS

1. Section 706-1 Description of Work

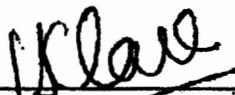
Revise three bullet items in the middle of the first paragraph to read:

- Spot Devices Solar Controller or approved equal
- Spot Devices Road Spot RS200 series In-road warning lights (or approved equal)

Second Street Lighted Crosswalk Project
Addendum No. 1
Page 3

- 12" LED Spot Beacons SB100 (or approved equal) mounted on a type 23-3-100 standard.
- 2. Section 706-9 Electrical Service
Delete Entire Section
- 3. Section 706-11 Control Panel and Cabinet
Revise "Lanelight" in the first sentence to "Spot Devices"

This addendum shall be made part of the above referenced project. Full compensation for all work and requirements of this addendum shall be considered as included in the appropriate price bid and no additional compensation will be allowed therefore.



Yugal K. Lal, City Engineer

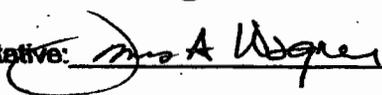
Acknowledgement of the addendum by signing and inserting the addendum number on page 20 of the proposal, and returning a copy with your bid is required. Failure to do so may result in the disqualification of your bid.

Questions regarding this addendum may be directed to Mr. Dave Klotzle at (805) 517-6285.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED. PLEASE FAX A SIGNED COPY OF THIS PAGE TO LINDA WILLIAMS AT (805) 532-2555:

Company Name: Republic ITS

Authorized Representative: James A. Wagner, VP Engineering

Signature of Authorized Representative: 

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

KNOW ALL PERSONS BY THESE PRESENTS:

REPUBLIC INTELLIGENT
That we, TRANSPORTATION SERVICES, INC., as Principal, and HARTFORD
FIRE 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 4th day of JUNE, 2007.

REPUBLIC INTELLIGENT TRANSPORTATION
SERVICES, INC.

Contractor

By [Signature]

Title VP Engineering

By [Signature]

Title VP Secretary, Treasurer

HARTFORD FIRE INSURANCE COMPANY

Surety

By [Signature]

CHERYL GRIGGS,
ATTORNEY-IN-FACT

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA) **SEE ATTACHED**
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 \$ _____.

ACKNOWLEDGMENT

State of California
County of Sonoma

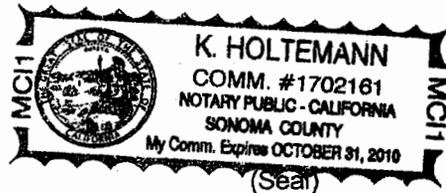
On 6/4/07 before me, K. Holtemann, Notary Public,
(here insert name and title of the officer)

personally appeared Cheryl Griggs

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 *K. Holtemann*



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 57-111140

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Lawrence J. Coyne, Goran G. E. Ryn, Kelly Holtemann, Cheryl Griggs
of
Petaluma, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of JUNE 4th, 2007

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Marin

On May 31, 2007 before me, Megan Kelly
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

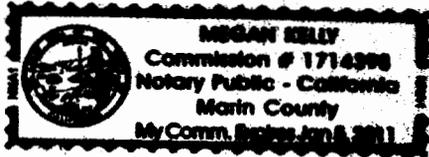
personally appeared James A. Wagner and Jeffrey L Asch
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature Megan Kelly
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: Bidders Bond

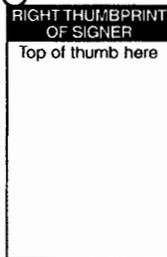
Document Date: June 4, 2007 Number of Pages: 1

Signer(s) Other Than Named Above: ⊕

Capacity(ies) Claimed by Signer(s)

Signer's Name: James A. Wagner

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



Signer Is Representing: Republic ITS

Signer's Name: Jeffrey L Asch

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



Signer Is Representing: Republic ITS

11. Insurance

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

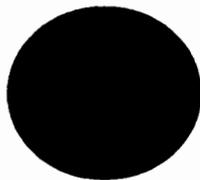
11.2 Contractor, and every subcontractor, shall provide comprehensive liability insurance in which the Agency is the named insured or is named as an additional insured. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the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

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

11.3 Contractor, and every subcontractor, shall provide complete workers' compensation insurance in accordance with the requirements of Section 3800 of the California Labor Code. If any class of employees engaged in the work is not

protected under any workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection not otherwise protected. Contractor shall indemnify, defend and hold harmless the Agency and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

ATTACHMENT 3



**CITY OF MOORPARK
NOTICE
PROPOSED CROSSWALK
IMPROVEMENTS
AT
MOORPARK AVENUE &
SECOND STREET**

Dear Resident:

On June 20, 2007, the Moorpark City Council will consider the award of a contract for the construction of a new and improved crosswalk at the intersection of Moorpark Avenue (SR-23) and Second Streets. The improvements will include demand-actuated (push button) "in-pavement" flashing lights. This project, which is partly funded by a State Pedestrian Facilities grant, will greatly improve pedestrian safety at this intersection. Total project costs are estimated at \$100,000. Construction is scheduled to commence in early July and completed by the end of August 2007.

If you have any questions, please call:

English: DAVE KLOTZLE # (805) 517-6285

Spanish: BLANCA GARZA # (805) 517-6245

Thank you for your cooperation as we work to make a safer city.