

**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 *Y. K. Lall*

DATE: September 20, 2007 (CC Meeting of 10-03-07)

SUBJECT: Consider Award of Contract for the Construction of the Tierra Rejada Road and Second Street Asphalt Overlay Project and a Resolution Amending the Fiscal Year 2007/08 Budget to Revise the Budget and Funding Sources for the Project

DISCUSSION

A. Background

In June of 2006, the City Council approved the subject project and adopted a Resolution funding the design phase of the work. In December of 2006, the City Council approved the preliminary engineering analysis performed for the project and authorized staff to retain Pavement Engineering, Inc. to prepare the plans and specifications for the project. In June of this year, the City Council approved the plans and specifications for the project and authorized staff to advertise for receipt of construction bids.

B. Scope of Work

The Scope of Work provides for the construction of a Rubberized Asphalt Overlay on Tierra Rejada Road between the Route 23 Freeway and Los Angeles Avenue (SR-118) and on Second Street between Spring Road and Moorpark Avenue (Attachment 1).

The hours of construction will be limited to 8:30 a.m. to 4:30 p.m. in an effort to minimize the inconvenience to the public without increasing construction costs. Work within two hundred feet of signalized intersections will be limited to the hours of 9:00 a.m. to 3:00 p.m.

During design of the project, staff observed water percolating from the edge of pavement on Tierra Rejada Road between Spring Road and Miller Parkway. An investigation turned up several leaks in the irrigation system for the adjacent parkway. Repairs were made and water has ceased to percolate onto the pavement. Staff does not anticipate the need to delete any of the project work at this location.

Staff analyzed the practicality of constructing conventional asphalt instead of rubberized asphalt within Caltrans right-of-way at Route 23 since the City has limited control over potential utility trenching and pavement repair in the future. Based on the large quantity of rubberized asphalt for the entire project, staff determined that it is most cost effective to construct rubberized asphalt instead of a relatively small amount of conventional asphalt. Also, all future trench repairs will be paved with conventional asphalt regardless if the pavement is rubberized or conventional. This is standard asphalt industry practice in that rubberized asphalt is not recommended for small pavement repairs due to its limited workability and higher cost as compared with conventional asphalt.

C. Environmental

In that the project is partially funded by a Federal grant, a Federal NEPA Categorical Exclusion was prepared for the project and approved by Caltrans.

D. Federal Grant Approval

A federal grant of \$595,923 in Local STP funds has been allocated for this project. Federal authorization to proceed with construction was received through Caltrans prior to advertising the project for receipt of bids. These funds will be prorated between Tierra Rejada Road and Second Street.

E. California Integrated Waste Management Board Recycled Tire Grant

Staff has applied for and obtained a \$150,000 Recycled Tire grant from the California Integrated Waste Management Board for using rubberized asphalt partially made from 100% California recycled tires. An additional \$50,000 recycled tire grant is pending approval by the State. These funds will be prorated between Tierra Rejada Road and Second Street.

F. Proposition 1B (Transportation Bond)

The State of California has allocated \$550 million to cities as part of Proposition 1B for FY 07-08. The City of Moorpark will receive \$582,958 after a list of eligible projects is approved by the Department of Finance and the State Controller allocates the funds. Therefore, these funds are not yet available for this project.

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G. Funding Sources

Due to the lack of Gas Tax and TDA funds, additional funding sources are required for this project. It is proposed to use MRA Area 1 2001 Bond Proceeds for ninety percent of the work on Second Street. The remaining ten percent would be funded by the Federal STP Grant funds and the Recycled Tire Grant monies.

It is proposed to use \$600,000 from the City-Wide Traffic Mitigation Fund for the work on Tierra Rejada Road between Spring Road and the 23 freeway. The Carlsberg development deposited approximately \$2,000,000 into the Traffic Mitigation Fund. In the future, these funds could be used for sound walls and pavement rehabilitation on Miller Parkway. About \$1,500,000 of General Fund monies will also be used for a portion of the work on Tierra Rejada Road.

H. Bid Results/Analysis

Eleven construction firms purchased the plans and specifications. Of that number, six bids were received and opened on September 11, 2007. The low bidder is Excel Paving Company of Long Beach, California. The bids were reviewed, and there was a mathematical error in the bid from Excel, resulting in a reduction of the total bid amount by \$66.00. The low bidder 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	Tierra Rejada Rd.	Second St.	Total
1	Excel Paving Co.	\$2,893,685.49	\$304,679.00	\$3,198,364.49
2	Sully Miller Contracting Co.	\$2,897,981.02	\$371,906.10	\$3,269,887.12
3	Security Paving Co., Inc.	\$3,006,488.40	\$348,442.00	\$3,354,930.40
4	Nye & Nelson, Inc.	\$3,058,084.95	\$405,296.20	\$3,463,381.15
5	Granite Construction Co.	\$3,093,281.45	\$394,394.55	\$3,487,676.00
6	Silvia Construction, Inc.	\$3,179,223.44	\$394,303.40	\$3,573,526.84

A summary of the bid results is attached, (Attachment 2). The Engineer's estimate is \$3,950,000.

I. Fiscal Impact

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

Design - Prior Years			\$	80,000.00		
Design - FY 07/08			\$	20,000.00		
Construction Bid	\$	2,893,685.49	\$	304,679.00	\$	3,198,364.49
10% Contingency	\$	290,000.00	\$	30,000.00	\$	320,000.00
Total Construction	\$	3,183,685.49	\$	334,679.00	\$	3,518,364.49
Inspection			\$		\$	100,000.00
Total FY 07/08			\$		\$	3,638,364.49

2. **Budget Amendment:** Attached is a Resolution (Attachment 3) amending the FY 2007/08 Budget to revise certain funding sources and budget amounts. That Resolution is summarized as follows:

Description	Current FY 07/08 Budget (\$)	Proposed Change (\$)	Proposed Revised FY 07/08 Budget (\$)
By Fund			
Project 8002-Slurry Seal			
2603 - TDA Article 8A (LTF)			
Construction	150,623	(100,000)	50,623
Project 8011-Tierra Rejada			
2603 - TDA Article 8A (LTF)			
Design	20,000	0	20,000
Inspection	0	90,000	90,000
1000 - General Fund ***			
Construction	0	1,541,500	1,541,500
2001 - Traffic Systems Mgmt ***			
Construction	1,000,000	(1,000,000)	0
2002 - City-Wide Traffic Mitigation			
Construction	0	600,000	600,000
2604 - STP Federal Grant			
Construction	562,423	0	562,423
2609-State Recycled Tire Grant			
Construction	180,000	0	180,000
2610 - Congestion Relief Grant			
Construction	300,000	0	300,000
Construction Subtotal	2,042,423	1,141,500	3,183,923
Project 8011-Second Street			
2603 - TDA Article 8A (LTF)			
Inspection	0	10,000	10,000
2604 - STP Federal Grant			
Construction	33,500	0	33,500
2609-State Recycled Tire Grant			
Construction	20,000	0	20,000
2904 - MRA			
Construction	0	281,500	281,500
Construction Subtotal	53,500	281,500	335,000
Total - FY 07/08	2,266,546	1,423,000	3,689,546

*** Note: The Budget currently shows funding from Fund 2001: Traffic Systems Management (TSM). It has been determined that these funds are restricted to air quality measures and it is necessary, therefore, to change this funding source to the General Fund (Fund 1000).

The attached resolution also includes the transfer of \$100,000 from project 8002, (Slurry Seal) to this project for construction inspection.

3. **Funding Sources:** The funding sources for this project are listed as follows:

- Fund 1000 – General Fund
- Fund 2002 – City-Wide Traffic Mitigation Fund (Carlsberg portion)
- Fund 2603 – LTF – TDA Article 8A
- Fund 2604 – STP Local Federal Grant
- Fund 2609 – CIWMB Recycled Tire State Grant
- Fund 2610 – Traffic Congestion Relief State Grant
- Fund 2904 – MRA Area 1 2001 Bond Proceeds

J. Project Administration / Inspection

Project administration will be administered in-house with construction observation services to be provided by Charles Abbott Associates, Inc. under Additional Services Authorization (ASA) No. 07-09 in an amount Not to Exceed \$40,000.

Asphalt materials testing services will be provided by a consultant to be selected prior to the start of construction. Staff has solicited proposals from several consultants and will select the most qualified firm to provide the materials testing services. The City Manager will award a consultant agreement for these services at an estimated amount Not to Exceed \$60,000.

K. Schedule

It is anticipated that construction will commence in October 2007, and be completed by January 2008.

STAFF RECOMMENDATIONS (ROLL CALL VOTE)

1. Award a construction contract (Attachment 4) to Excel Paving Company and authorize the City Manager to execute the construction contract in the amount of \$3,198,364.49 for the subject project;
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount Not to Exceed \$320,000 if and when the need arises for extra work and services;
3. Authorize the City Manager to award a consultant agreement for materials testing services in an amount Not to Exceed \$60,000;
4. Adopt the attached Resolution No. 2007-_____ revising the funding and budget for the subject project.

Attachments:

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

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FY 2007/08 BUDGET TO REVISE THE APPROPRIATIONS AND BUDGET AMOUNTS FOR PROJECT 8011: TIERRA REJADA ROAD / SECOND STREET ASPHALT OVERLAY PROJECT [GENERAL FUND (FUND 1000); TRAFFIC SYSTEM MANAGEMENT (FUND 2001); CITY-WIDE TRAFFIC MITIGATION (FUND 2002); LTF – TDA ARTICLE 8A (FUND 2603); STP – LOCAL FEDERAL GRANT (FUND 2604); CIWMB RECYCLED TIRE STATE GRANT (FUND 2609); TRAFFIC CONGESTION RELIEF STATE GRANT (FUND 2610); MRA AREA 1 2001 BOND (FUND 2904)]

WHEREAS, on June 20, 2007, the City Council adopted the Budget for Fiscal Year 2007/08; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustments in the aggregate amount of \$1,423,000; 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 \$1,423,000, 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 3rd day of October, 2007.

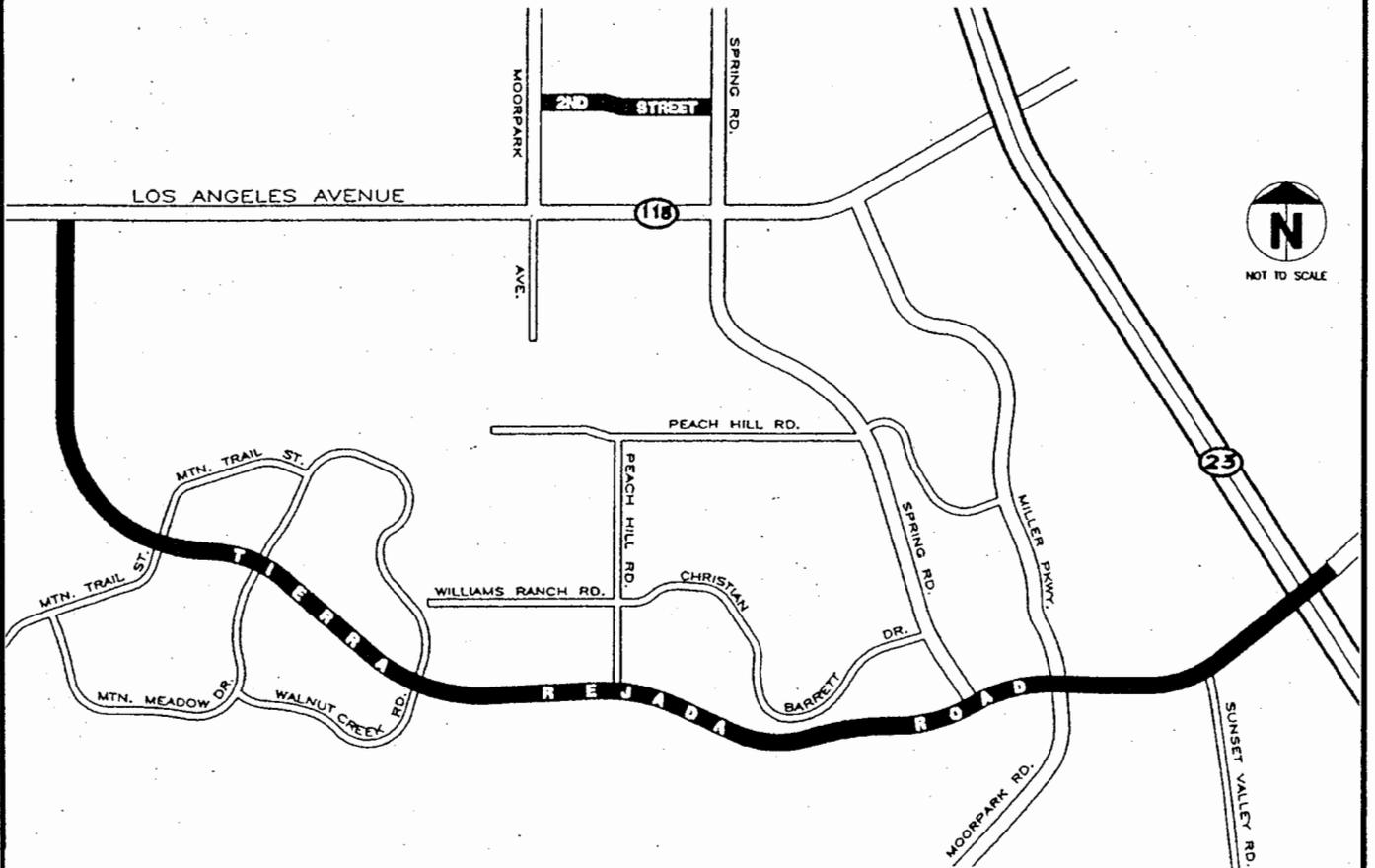
Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

Attachment: Exhibit "A" – Budget Amendment Detail

ATTACHMENT 1



LOCATION MAP

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Bid Opening: September 11, 2007 Schedule A Tierra Rejada Road		Bidder >>>>				Vendor 1		Vendor 2	
		Name:	Engineer's Estimate			Excel Paving Co. 2230 Lemon Avenue Long Beach, CA 90806 (562) 599-5841 C.P. Brown		Sully Miller Contracting Co. 1100 E. Orngethorpe Ave., #200 Anaheim, CA 92801 (714) 578-9600 Dave Martinez	
Item	Description	Est Qty	Units	Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	100,000.00	100,000.00	68,000.00	68,000.00	161,500.00	161,500.00
2	Stormwater	1	LS	10,000.00	10,000.00	7,000.00	7,000.00	8,000.00	8,000.00
3	Surface Preparation	1	LS	20,000.00	20,000.00	54,000.00	54,000.00	48,000.00	48,000.00
4	A/C Type D2	4,500	TN	81.00	364,500.00	93.00	418,500.00	96.25	433,125.00
5	ARHM	18,500	TN	100.00	1,850,000.00	91.00	1,683,500.00	95.20	1,761,200.00
6	Reinforcing Fabric	147,922	SY	1.00	147,922.00	1.15	170,110.30	0.66	97,628.52
7	Milling	1,303,767	SF	0.75	977,825.25	0.29	378,092.43	0.21	273,791.07
8	R&R PCC Curb	50	LF	20.00	1,000.00	40.00	2,000.00	170.00	8,500.00
9	R&R PCC Curb & Gutter	50	LF	20.00	1,000.00	40.00	2,000.00	200.00	10,000.00
10	SD Manhole Covers	17	EA	400.00	6,800.00	650.00	11,050.00	480.00	8,160.00
11	Protect Survey Monument	30	EA	125.00	3,750.00	650.00	19,500.00	315.00	9,450.00
12	Shoulder Backing	1,285	LF	5.00	6,425.00	3.00	3,855.00	3.50	4,497.50
13	Traffic Signal Loops	122	EA	300.00	36,600.00	210.00	25,620.00	205.00	25,010.00
14	Install Blue RPM's	6	EA	18.00	108.00	27.00	162.00	27.00	162.00
15	12" White Xwalk (thermo)	1,261	LF	2.75	3,467.75	2.20	2,774.20	2.15	2,711.15
16	12" Yellow Xwalk (thermo)	1,406	LF	2.75	3,866.50	2.20	3,093.20	2.15	3,022.90
17	Striping Detail #13	38,022	LF	0.85	32,318.70	0.33	12,547.26	0.32	12,167.04
18	Striping Detail #21	62	LF	1.10	68.20	2.00	124.00	2.10	130.20
19	Striping Detail #23	104	LF	1.75	182.00	2.75	286.00	2.65	275.60
20	Striping Detail #24	3,024	LF	0.50	1,512.00	0.60	1,814.40	0.60	1,814.40
21	Striping Detail #27B	1,980	LF	0.50	990.00	0.60	1,188.00	0.60	1,188.00
22	Striping Detail #36	300	LF	1.25	375.00	0.93	279.00	0.90	270.00
23	Striping Detail #37B	125	LF	1.25	156.25	1.00	125.00	0.95	118.75
24	Striping Detail #38	2,056	LF	2.00	4,112.00	0.93	1,912.08	0.90	1,850.40
25	Striping Detail #38C	3,263	LF	3.00	9,789.00	1.10	3,589.30	1.05	3,426.15
26	Striping Detail #39	31,626	LF	1.10	34,788.60	0.34	10,752.84	0.33	10,436.58
27	Striping Detail #39A	3,272	LF	1.25	4,090.00	0.34	1,112.48	0.33	1,079.76
28	23" Legend	3	EA	75.00	225.00	66.00	198.00	65.00	195.00
29	"NORTH" Legend	3	EA	150.00	450.00	165.00	495.00	160.00	480.00
30	Bicycle Group Legend	30	EA	150.00	4,500.00	66.00	1,980.00	65.00	1,950.00
31	"AHEAD" Legend	12	EA	140.00	1,680.00	132.00	1,584.00	130.00	1,560.00
32	"SIGNAL" Legend	12	EA	140.00	1,680.00	154.00	1,848.00	150.00	1,800.00
33	Arrow Type IV	56	EA	65.00	3,640.00	82.00	4,592.00	80.00	4,480.00
34	Release	1	EA	1.00	1.00	1.00	1.00	1.00	1.00
Total				3,633,822.25		2,893,685.49		2,897,981.02	

Bid Opening:
 September 11, 2007
Schedule B
Second Street

Bidder >>>>

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

Engineer's Estimate

Vendor 1

Excel Paving Co.
 2230 Lemon Avenue
 Long Beach, CA 90806
 (562) 599-5841
 C.P. Brown

Vendor 2

Sully Miller Contracting Co.
 1100 E. Ormgethorpe Ave., #200
 Anaheim, CA 92801
 (714) 578-9600
 Dave Martinez

Item	Description	Est Qty	Units	Engineer's Estimate		Vendor 1		Vendor 2	
				Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	30,000.00	30,000.00	7,500.00	7,500.00	25,000.00	25,000.00
2	Stormwater	1	LS	2,000.00	2,000.00	800.00	800.00	2,000.00	2,000.00
3	Surface Preparation	1	LS	5,000.00	5,000.00	5,000.00	5,000.00	6,800.00	6,800.00
4	ARHM	950	TN	81.00	76,950.00	92.00	87,400.00	96.00	91,200.00
5	R&R 8" A/C	5,800	SF	6.00	34,800.00	5.00	29,000.00	5.20	30,160.00
6	R&R 6" A/C	10,700	SF	4.50	48,150.00	3.60	38,520.00	3.40	36,380.00
7	5" Digout	4,500	SF	4.50	20,250.00	4.00	18,000.00	3.25	14,625.00
8	Pavement Milling	76,500	SF	0.20	15,300.00	0.29	22,185.00	0.24	18,360.00
9	R&R PCC Sidewalk	400	SF	8.00	3,200.00	11.00	4,400.00	15.15	6,060.00
10	R&R PCC Curb	600	LF	30.00	18,000.00	31.00	18,600.00	67.50	40,500.00
11	R&R PCC Curb & Gutter	200	LF	18.00	3,600.00	39.00	7,800.00	74.00	14,800.00
12	R&R PCC Cross-Gutter	2,200	SF	18.00	39,600.00	17.00	37,400.00	22.50	49,500.00
13	R&R PCC Driveway	1,400	SF	15.00	21,000.00	11.00	15,400.00	17.25	24,150.00
14	Protect Survey Monument	5	EA	125.00	625.00	300.00	1,500.00	315.00	1,575.00
15	Traffic Signal Loops	6	EA	300.00	1,800.00	240.00	1,440.00	205.00	1,230.00
16	Install Blue RPM's	2	EA	18.00	36.00	54.00	108.00	55.00	110.00
17	12" White Xwalk (thermo)	91	LF	2.75	250.25	5.00	455.00	5.25	477.75
18	12" Yellow Xwalk (thermo)	861	LF	2.75	2,367.75	3.80	3,271.80	3.70	3,185.70
19	Striping Detail #22	512	LF	1.75	896.00	4.35	2,227.20	4.20	2,150.40
20	Striping Detail #38	85	LF	2.00	170.00	5.00	425.00	5.25	446.25
21	"CLEAR" Legend	1	EA	125.00	125.00	190.00	190.00	185.00	185.00
22	"STOP" Legend	11	EA	75.00	825.00	136.00	1,496.00	135.00	1,485.00
23	"SCHOOL" Legend	2	EA	150.00	300.00	272.00	544.00	265.00	530.00
24	"XING" Legend	2	EA	150.00	300.00	163.00	326.00	160.00	320.00
25	"AHEAD" Legend	2	EA	140.00	280.00	190.00	380.00	185.00	370.00
26	"KEEP" Legend	1	EA	125.00	125.00	136.00	136.00	135.00	135.00
27	Arrow Type IV	2	EA	65.00	130.00	87.00	174.00	85.00	170.00
28	Release	1	EA	1.00	1.00	1.00	1.00	1.00	1.00
Total Schedule A					3,633,822.25		2,893,685.49		2,897,981.02
Total Schedule B					326,081.00		304,679.00		371,906.10
Total Bid					3,959,903.25		3,198,364.49		3,269,887.12

Bid Opening:
 September 11, 2007
 Schedule A
 Tierra Rejada Road

Bidder >>>>

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

Vendor 3

Security Paving Company, Inc.
 9050 Norris Avenue
 Sun Valley, CA 91353
 (818) 767-8418
 Albert Mattivi

Vendor 4

Nye & Nelson, Inc.
 1860 Eastman Avenue, #108
 Ventura, CA 93003
 (805) 654-1682
 Ruric Nye

Vendor 5

Granite Construction Co.
 585 W. Beach Street
 Watsonville, CA 95076
 (831) 724-1011
 Jigisha Desai

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	100,000.00	100,000.00	90,000.00	90,000.00	153,688.78	153,688.78
2	Stormwater	1	LS	5,000.00	5,000.00	8,000.00	8,000.00	5,530.00	5,530.00
3	Surface Preparation	1	LS	120,000.00	120,000.00	55,000.00	55,000.00	89,000.00	89,000.00
4	A/C Type D2	4,500	TN	92.00	414,000.00	91.60	412,200.00	90.00	405,000.00
5	ARHM	18,500	TN	96.00	1,776,000.00	104.50	1,933,250.00	108.00	1,998,000.00
6	Reinforcing Fabric	147,922	SY	1.30	192,298.60	1.20	177,506.40	0.40	59,168.80
7	Milling	1,303,767	SF	0.20	260,753.40	0.21	273,791.07	0.21	273,791.07
8	R&R PCC Curb	50	LF	100.00	5,000.00	45.00	2,250.00	54.00	2,700.00
9	R&R PCC Curb & Gutter	50	LF	100.00	5,000.00	64.00	3,200.00	70.00	3,500.00
10	SD Manhole Covers	17	EA	700.00	11,900.00	650.00	11,050.00	522.00	8,874.00
11	Protect Survey Monument	30	EA	400.00	12,000.00	390.00	11,700.00	452.00	13,560.00
12	Shoulder Backing	1,285	LF	5.00	6,425.00	2.20	2,827.00	3.00	3,855.00
13	Traffic Signal Loops	122	EA	350.00	42,700.00	220.00	26,840.00	209.00	25,498.00
14	Install Blue RPM's	6	EA	30.00	180.00	28.00	168.00	26.00	156.00
15	12" White Xwalk (thermo)	1,261	LF	2.00	2,522.00	2.20	2,774.20	2.15	2,711.15
16	12" Yellow Xwalk (thermo)	1,406	LF	2.00	2,812.00	2.20	3,093.20	2.15	3,022.90
17	Striping Detail #13	38,022	LF	0.40	15,208.80	0.33	12,547.26	0.35	13,307.70
18	Striping Detail #21	62	LF	5.00	310.00	2.20	136.40	2.15	133.30
19	Striping Detail #23	104	LF	3.00	312.00	2.75	286.00	2.70	280.80
20	Striping Detail #24	3,024	LF	0.60	1,814.40	0.60	1,814.40	0.60	1,814.40
21	Striping Detail #27B	1,980	LF	0.60	1,188.00	0.60	1,188.00	0.60	1,188.00
22	Striping Detail #36	300	LF	1.00	300.00	0.90	270.00	0.90	270.00
23	Striping Detail #37B	125	LF	1.00	125.00	1.00	125.00	0.95	118.75
24	Striping Detail #38	2,056	LF	1.00	2,056.00	0.90	1,850.40	0.90	1,850.40
25	Striping Detail #38C	3,263	LF	1.00	3,263.00	1.10	3,589.30	1.10	3,589.30
26	Striping Detail #39	31,626	LF	0.40	12,650.40	0.34	10,752.84	0.35	11,069.10
27	Striping Detail #39A	3,272	LF	0.40	1,308.80	0.34	1,112.48	0.35	1,145.20
28	23" Legend	3	EA	60.00	180.00	66.00	198.00	64.00	192.00
29	NORTH' Legend	3	EA	160.00	480.00	160.00	480.00	161.00	483.00
30	Bicycle Group Legend	30	EA	60.00	1,800.00	66.00	1,980.00	65.00	1,950.00
31	AHEAD' Legend	12	EA	125.00	1,500.00	133.00	1,596.00	128.00	1,536.00
32	SIGNAL' Legend	12	EA	150.00	1,800.00	155.00	1,860.00	150.00	1,800.00
33	Arrow Type IV	56	EA	100.00	5,600.00	83.00	4,648.00	80.30	4,496.80
34	Release	1	EA	1.00	1.00	1.00	1.00	1.00	1.00
Total				3,006,488.40		3,058,084.95		3,093,281.45	

Bid Opening:
 September 11, 2007
 Schedule B
 Second Street

Bidder >>>>

Vendor 3

Vendor 4

Vendor 5

Name: Security Paving Company, Inc.
 Address: 9050 Norris Avenue
 Cit, State: Sun Valley, CA 91353
 Tel. No.: (818) 767-8418
 Contact Person: Albert Mattivi

Name: Nye & Nelson, Inc.
 Address: 1860 Eastman Avenue, #108
 Cit, State: Ventura, CA 93003
 Tel. No.: (805) 654-1682
 Contact Person: Ruric Nye

Name: Granite Construction Co.
 Address: 585 W. Beach Street
 Cit, State: Watsonville, CA 95076
 Tel. No.: (831) 724-1011
 Contact Person: Jigisha Desai

Item	Description	Bidder >>>>		Vendor 3		Vendor 4		Vendor 5	
		Est Qty	Units	Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	10,000.00	10,000.00	21,000.00	21,000.00	12,300.00	12,300.00
2	Stormwater	1	LS	1,500.00	1,500.00	2,400.00	2,400.00	1,280.00	1,280.00
3	Surface Preparation	1	LS	6,000.00	6,000.00	12,000.00	12,000.00	13,800.00	13,800.00
4	ARHM	950	TN	110.00	104,500.00	118.25	112,337.50	118.00	112,100.00
5	R&R 8" A/C	5,800	SF	6.00	34,800.00	7.00	40,600.00	7.50	43,500.00
6	R&R 6" A/C	10,700	SF	5.00	53,500.00	6.00	64,200.00	6.50	69,550.00
7	5" Digout	4,500	SF	4.00	18,000.00	6.00	27,000.00	5.15	23,175.00
8	Pavement Milling	76,500	SF	0.25	19,125.00	0.21	16,065.00	0.20	15,300.00
9	R&R PCC Sidewalk	400	SF	10.00	4,000.00	11.00	4,400.00	8.50	3,400.00
10	R&R PCC Curb	600	LF	30.00	18,000.00	35.00	21,000.00	40.00	24,000.00
11	R&R PCC Curb & Gutter	200	LF	50.00	10,000.00	41.00	8,200.00	54.00	10,800.00
12	R&R PCC Cross-Gutter	2,200	SF	16.00	35,200.00	19.00	41,800.00	18.00	39,600.00
13	R&R PCC Driveway	1,400	SF	13.00	18,200.00	15.00	21,000.00	8.50	11,900.00
14	Protect Survey Monument	5	EA	400.00	2,000.00	400.00	2,000.00	546.00	2,730.00
15	Traffic Signal Loops	6	EA	350.00	2,100.00	215.00	1,290.00	209.00	1,254.00
16	Install Blue RPM's	2	EA	150.00	300.00	55.00	110.00	54.00	108.00
17	12" White Xwalk (thermo)	91	LF	10.00	910.00	5.50	500.50	5.50	500.50
18	12" Yellow Xwalk (thermo)	861	LF	4.00	3,444.00	3.90	3,357.90	3.75	3,228.75
19	Striping Detail #22	512	LF	6.00	3,072.00	4.40	2,252.80	4.30	2,201.60
20	Striping Detail #38	85	LF	6.00	510.00	5.50	467.50	5.50	467.50
21	"CLEAR" Legend	1	EA	200.00	200.00	195.00	195.00	187.00	187.00
22	"STOP" Legend	11	EA	130.00	1,430.00	139.00	1,529.00	134.00	1,474.00
23	"SCHOOL" Legend	2	EA	300.00	600.00	277.00	554.00	268.00	536.00
24	"XING" Legend	2	EA	160.00	320.00	166.00	332.00	161.00	322.00
25	"AHEAD" Legend	2	EA	200.00	400.00	194.00	388.00	187.00	374.00
26	"KEEP" Legend	1	EA	130.00	130.00	138.00	138.00	134.00	134.00
27	Arrow Type IV	2	EA	100.00	200.00	89.00	178.00	85.60	171.20
28	Release	1	EA	1.00	1.00	1.00	1.00	1.00	1.00
Total Schedule A					3,006,488.40		3,058,084.95		3,093,281.45
Total Schedule B					348,442.00		405,296.20		394,394.55
Total Bid					3,354,930.40		3,463,381.15		3,487,676.00

Bid Opening:
 September 11, 2007
 Schedule A
 Tierra Rejada Road

Bidder >>>> Vendor 6
Name: Silvia Construction, Inc.
Address: 90078 Center Avenue
Cit, State: Rancho Cucamonga, CA 91730
Tel. No.: (909) 481-8118
Contact Person: Joseph Silvia

Item	Description	Est Qty	Units	Bidder		Vendor 6		Total	
				Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	155,000.00	155,000.00			0.00	0.00
2	Stormwater	1	LS	5,100.00	5,100.00			0.00	0.00
3	Surface Preparation	1	LS	85,600.00	85,600.00			0.00	0.00
4	A/C Type D2	4,500	TN	97.00	436,500.00			0.00	0.00
5	ARHM	18,500	TN	95.00	1,757,500.00			0.00	0.00
6	Reinforcing Fabric	147,922	SY	1.08	159,755.76			0.00	0.00
7	Milling	1,303,767	SF	0.35	456,318.45			0.00	0.00
8	R&R PCC Curb	50	LF	59.00	2,950.00			0.00	0.00
9	R&R PCC Curb & Gutter	50	LF	75.00	3,750.00			0.00	0.00
10	SD Manhole Covers	17	EA	630.00	10,710.00			0.00	0.00
11	Protect Survey Monument	30	EA	683.00	20,490.00			0.00	0.00
12	Shoulder Backing	1,285	LF	9.00	11,565.00			0.00	0.00
13	Traffic Signal Loops	122	EA	205.00	25,010.00			0.00	0.00
14	Install Blue RPM's	6	EA	26.00	156.00			0.00	0.00
15	12" White Xwalk (thermo)	1,261	LF	2.10	2,648.10			0.00	0.00
16	12" Yellow Xwalk (thermo)	1,406	LF	2.10	2,952.60			0.00	0.00
17	Striping Detail #13	38,022	LF	0.32	12,167.04			0.00	0.00
18	Striping Detail #21	62	LF	2.10	130.20			0.00	0.00
19	Striping Detail #23	104	LF	2.60	270.40			0.00	0.00
20	Striping Detail #24	3,024	LF	0.60	1,814.40			0.00	0.00
21	Striping Detail #27B	1,980	LF	0.60	1,188.00			0.00	0.00
22	Striping Detail #36	300	LF	0.90	270.00			0.00	0.00
23	Striping Detail #37B	125	LF	1.00	125.00			0.00	0.00
24	Striping Detail #38	2,056	LF	1.00	2,056.00			0.00	0.00
25	Striping Detail #38C	3,263	LF	1.05	3,426.15			0.00	0.00
26	Striping Detail #39	31,626	LF	0.33	10,436.58			0.00	0.00
27	Striping Detail #39A	3,272	LF	0.33	1,079.76			0.00	0.00
28	23" Legend	3	EA	63.00	189.00			0.00	0.00
29	NORTH' Legend	3	EA	158.00	474.00			0.00	0.00
30	Bicycle Group Legend	30	EA	63.00	1,890.00			0.00	0.00
31	AHEAD' Legend	12	EA	126.00	1,512.00			0.00	0.00
32	SIGNAL' Legend	12	EA	147.00	1,764.00			0.00	0.00
33	Arrow Type IV	56	EA	79.00	4,424.00			0.00	0.00
34	Release	1	EA	1.00	1.00			0.00	0.00
Total				3,179,223.44		0.00		0.00	

Bid Opening:
 September 11, 2007
 Schedule B
 Second Street

Bidder >>>>> Vendor 6
 Name: Silvia Construction, Inc.
 Address: 90078 Center Avenue
 Cit, State: Rancho Cucamonga, CA 91730
 Tel. No.: (909) 481-8118
 Contact Person: Joseph Silvia

Item	Description	Est Qty	Units	Unit Cost	Total Bid	Unit Cost	Total Bid	Unit Cost	Total Bid
1	Traffic Control	1	LS	25,000.00	25,000.00		0.00		0.00
2	Stormwater	1	LS	3,000.00	3,000.00		0.00		0.00
3	Surface Preparation	1	LS	5,350.00	5,350.00		0.00		0.00
4	ARHM	950	TN	102.00	96,900.00		0.00		0.00
5	R&R 8" A/C	5,800	SF	7.80	45,240.00		0.00		0.00
6	R&R 6" A/C	10,700	SF	5.80	62,060.00		0.00		0.00
7	5" Digout	4,500	SF	4.85	21,825.00		0.00		0.00
8	Pavement Milling	76,500	SF	0.29	22,185.00		0.00		0.00
9	R&R PCC Sidewalk	400	SF	7.60	3,040.00		0.00		0.00
10	R&R PCC Curb	600	LF	51.70	31,020.00		0.00		0.00
11	R&R PCC Curb & Gutter	200	LF	72.70	14,540.00		0.00		0.00
12	R&R PCC Cross-Gutter	2,200	SF	18.20	40,040.00		0.00		0.00
13	R&R PCC Driveway	1,400	SF	7.10	9,940.00		0.00		0.00
14	Protect Survey Monument	5	EA	683.00	3,415.00		0.00		0.00
15	Traffic Signal Loops	6	EA	205.00	1,230.00		0.00		0.00
16	Install Blue RPM's	2	EA	53.00	106.00		0.00		0.00
17	12" White Xwalk (thermo)	91	LF	5.30	482.30		0.00		0.00
18	12" Yellow Xwalk (thermo)	861	LF	3.70	3,185.70		0.00		0.00
19	Striping Detail #22	512	LF	4.20	2,150.40		0.00		0.00
20	Striping Detail #38	85	LF	5.40	459.00		0.00		0.00
21	"CLEAR" Legend	1	EA	184.00	184.00		0.00		0.00
22	"STOP" Legend	11	EA	131.00	1,441.00		0.00		0.00
23	"SCHOOL" Legend	2	EA	263.00	526.00		0.00		0.00
24	"XING" Legend	2	EA	158.00	316.00		0.00		0.00
25	"AHEAD" Legend	2	EA	184.00	368.00		0.00		0.00
26	"KEEP" Legend	1	EA	131.00	131.00		0.00		0.00
27	Arrow Type IV	2	EA	84.00	168.00		0.00		0.00
28	Release	1	EA	1.00	1.00		0.00		0.00
Total Schedule A					3,179,223.44		0.00		0.00
Total Schedule B					394,303.40		0.00		0.00
Total Bid					3,573,526.84		0.00		0.00

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FY 2007/08 BUDGET TO REVISE THE APPROPRIATIONS AND BUDGET AMOUNTS FOR PROJECT 8011: TIERRA REJADA ROAD / SECOND STREET ASPHALT OVERLAY PROJECT [GENERAL FUND (FUND 1000); TRAFFIC SYSTEM MANAGEMENT (FUND 2001); CITY-WIDE TRAFFIC MITIGATION (FUND 2002); LTF – TDA ARTICLE 8A (FUND 2603); STP – LOCAL FEDERAL GRANT (FUND 2604); CIWMB RECYCLED TIRE STATE GRANT (FUND 2609); TRAFFIC CONGESTION RELIEF STATE GRANT (FUND 2610); MRA AREA 1 2001 BOND (FUND 2904)]

WHEREAS, on June 20, 2007, the City Council adopted the Budget for Fiscal Year 2007/08; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustments in the aggregate amount of \$1,423,000; 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 \$1,423,000, 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 3rd day of October, 2007.

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

Attachment: Exhibit "A" – Budget Amendment Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
Project 8011: Tierra Rejada Rd / Second St AC Overlay Project
FY 2007-2008**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
General Fund	1000-5500	\$ 1,541,500.00
Traffic System Management	2001-5500	\$ (1,000,000.00)
City-Wide Traffic Mitigation Fund	2002-5500	\$ 600,000.00
MRA Area 1 2001 Bond Proceeds	2904-5500	\$ 281,500.00
Total		\$ 1,423,000.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
Tierra Rejada Rd.			
2603-8310-8011-9601: Design	\$ 20,000.00		\$ 20,000.00
2603-8310-8002-9640: Construction	\$ 150,623.00	\$ (100,000.00)	\$ 50,623.00
2603-8310-8011-9650: Inspection	\$ -	\$ 90,000.00	\$ 90,000.00
1000-8310-8011-9640: Construction	\$ -	\$ 1,541,500.00	\$ 1,541,500.00
2001-8310-8011-9640: Construction	\$ 1,000,000.00	\$ (1,000,000.00)	\$ -
2002-8310-8011-9640: Construction	\$ -	\$ 600,000.00	\$ 600,000.00
2604-8310-8011-9640: Construction	\$ 562,423.00		\$ 562,423.00
2609-8310-8011-9640: Construction	\$ 180,000.00		\$ 180,000.00
2610-8310-8011-9640: Construction	\$ 300,000.00	\$ -	\$ 300,000.00
Sub-Total Construction Tierra Rejada	\$ 2,042,423.00	\$ 1,141,500.00	\$ 3,183,923.00
Second Street			
2603-8310-8011-9650: Inspection	\$ -	\$ 10,000.00	\$ 10,000.00
2604-8310-8011-9640: Construction	\$ 33,500.00		\$ 33,500.00
2609-8310-8011-9640: Construction	\$ 20,000.00		\$ 20,000.00
2904-8310-8011-9640: Construction	\$ -	\$ 281,500.00	\$ 281,500.00
Sub-Total Construction Second Street	\$ 53,500.00	\$ 281,500.00	\$ 335,000.00
Total	\$ 2,266,546.00	\$ 1,423,000.00	\$ 3,689,546.00

Approved as to Form: 

000073

**AGREEMENT FOR CONSTRUCTION SERVICES
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT
SPECIFICATION NO. MPK 07-02
FEDERAL AID No. STPL-5436 (013)**

THIS AGREEMENT, made and entered into this _____ day of September, 2007, in the County of Ventura, State of California, by and between the City of Moorpark, a municipal corporation (hereinafter "Agency") and, Palp, Inc. DBA Excel Paving Company (hereinafter "Contractor").

WHEREAS, the City Council of the City of Moorpark at a meeting held on the 19th day of September, 2007, authorized the City Manager 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 the pavement rehabilitation measures set forth in the plans and specifications (Spec. No. MPK 07-02), 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 (\$1,500) 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 three million, one hundred, eighty-nine thousand, three hundred and sixty-four dollars and forty-nine cents (\$3,198,364.49), 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

Construction Plans [see Appendices]

Addenda No. 1 & 2

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 Agency 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 Agency, 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 Agency.

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 Agency under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless Agency for liability attributable to the active

negligence of Agency, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Agency is shown to have been actively negligent and where Agency'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 Agency.

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 Agency to monitor compliance with these requirements imposes no additional obligations on Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Agency 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, Agency 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, Agency may release such funds if the Contractor provides Agency with reasonable assurance of protection of the Indemnitees' interests. Agency 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:

City of Moorpark
 Attn: City Manager
 799 Moorpark Avenue
 Moorpark, CA 93021
 (805) 517-6255

and to the Contractor at:

Excel Paving Company
Attn: C.P. Brown, President
2230 Lemon Avenue
Long Beach, CA 90806
(562) 599-5841

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 Agency and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. 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 Agreement.

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 Agency 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

EXCEL PAVING COMPANY

By: _____
Steven Kueny, City Manager

C.P. Brown, President

Date: _____

Date: _____

ATTEST:

Deborah Traffenstedt, City Clerk

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL

CITY OF MOORPARK
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
PROPOSAL
FOR
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT

Specification No. MPK 07-02

Bids to be received on September 11, 2007, at 3:00 p.m.

Completion Time: 60 Consecutive Working Days After Receipt of Notice to Proceed

Liquidated Damages \$1,500 Per Calendar Day

Number of Pages in Proposal 28

CONTRACTOR

Name _____

Street Address **PALP, INC. DBA EXCEL PAVING COMPANY**
2230 LEMON AVENUE
LONG BEACH, CA 90806

City _____ State _____ Zip Code _____

Telephone Number **(562) 599-5841**

Fax Number **FAX (562) 591-7485** (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 17 THROUGH 44 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT

Instructions For Signing Proposal, Bonds, and Contract..... Page 19

Contractor's Proposal Statement..... Page 20

Proposed Schedule of Work and Prices..... Page 21

Bidder's Bond to Accompany Proposal..... Page 26

Form to Accompany Bid Bond..... Page 27

Statement of Bidder's Qualifications and References..... Page 28

Statement of Bidder's Past Contract Disqualifications..... Page 30

Questionnaire Regarding Subcontractors..... Page 31

Bidder's Statement of Subcontractors and Material Fabricators..... Page 32

Non-collision Affidavit..... Page 33

Equal Opportunity Certificate..... Page 34

Title 49, Code of Federal Regulations Part 29 Debarment and
Suspension Certification..... Page 35

Local City Bidder DBE Information..... Page 37

Nonlobbying Certification For Federal Aid Contracts..... Page 40

Disclosure for Lobbying Activities..... Page 41

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. STATE LIC. 688659-A Class _____, Expiration Date 6/31/08

Names of Co-Partners or Corporate Officers and Titles: _____

Signature of Bidder C.P. Brown **C.P. BROWN, PRESIDENT**
Title

Signature of Bidder Michele E. Drakulich **MICHELE E. DRAKULICH, ASST. SECRETARY**
Title

Name of Contractor or Firm _____ Date of Submittal SEP 11 2007, 2007

PALP, INC. DBA EXCEL PAVING COMPANY Telephone No. (562) 599-5044

Address 2230 LEMON AVENUE
LONG BEACH, CA 90806

Doing Business as CORPORATION State of Incorporation CALIFORNIA

Federal Tax Identification Number: FED. 95-3672914

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

**SCHEDULE A – TIERRA REJADA ROAD
PROPOSED SCHEDULE OF WORK AND PRICES
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT**

*ADDITIONS/DEDUCTIONS

N/A

TOTAL AMOUNT BID			\$ _____
	Bid Item No.	New Total	
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____

Adjusted Total Bid Amount: \$ _____

Adjusted Total Bid Amount in Words: _____

**Sales Tax Adjustment (If Applicable) _____

- * Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that item (if applicable) shall be adjusted by dividing the bid quantity into the new total amount as determined after adding or subtracting the amount listed by the contractor for such item.
- ** Sales tax deduction entered on this line is the amount the bid is to be reduced in order to receive credit for purchases made in the City of Moorpark pursuant to Bid Terms and Conditions, Sales Tax Reimbursements.

The following addenda are acknowledged: (Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	Number	Date
	<u>1</u>	<u>8/31/07</u>
	<u>2</u>	<u>9/10/07</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.

PALP, INC. DBA	PALP, INC. DBA
Contractor's Name EXCEL PAVING COMPANY	Contractor's Name EXCEL PAVING COMPANY
_____ Signature	_____ Signature
SEP 11 2007 Date	SEP 11 2007 Date
C.P. BROWN, PRESIDENT	MICHELE E. DRAKULICH, ASST. SECRETARY
_____ Title	_____ Title

**SCHEDULE A - TIERRA REJADA ROAD
PROPOSED SCHEDULE OF WORK AND PRICES
FOR
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT**

ITEM NO.	ITEM DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL PRICE
1	Traffic Control	702-8	LS	1	68000-	68000-
2	Storm Water Pollution Control Program	703-2	LS	1	7000-	7000-
3	Street Surface Preparation	704-4	LS	1	54000-	54000-
4	Asphalt Concrete Type D2 PG64-10	707-7	TN	4,500	93.-	418500-
5	Asphalt Rubber Hot-Mix (ARHM)	708-6	TN	18,500	91.-	1683500-
6	Pavement Reinforcing Fabric	710-4	SY	147,922	1.15	170110.30
7	Pavement Milling (Depth 0.21')	711-6	SF	1,303,767	0.29	378092.43
8	Remove & Replace PCC Curb	712-5	LF	50	40-	2000-
9	Remove & Replace PCC Curb & Gutter	712-5	LF	50	40-	2000-
10	Adjust Storm Drain Manhole Covers to Finish Grade	714-3	EA	17	65.60-	11050.-
11	Protect Survey Monumentation	716-3	EA	30	65.00-	19500-
12	Place Shoulder Backing	713-4	LF	1,285	3.-	3855.-
13	Traffic Signal Loops	715-6	EA	122	210.-	25620.-
14	Install Blue RPM's @ Fire Hydrant	717-7	EA	6	27.-	162.-
15	12" White Crosswalk/Limit Line (Thermo)	717-7	LF	1,261	2.20	2774.20
16	12" Yellow Crosswalk (Thermo)	717-7	LF	1,406	2.20	3093.20
17	Striping Detail # 13 (Thermo & Markers)	717-7	LF	38,022	0.33	12547.26
18	Striping Detail # 21 (Thermo)	717-7	LF	62	2.-	124.-
19	Striping Detail # 23 (Markers)	717-7	LF	104	2.75	286.-
20	Striping Detail # 24 (Thermo)	717-7	LF	3,024	0.60	1814.40
21	Striping Detail # 27B (Thermo)	717-7	LF	1,980	0.60	1188.-
22	Striping Detail # 36 (Thermo)	717-7	LF	300	0.93	279.-
23	Striping Detail # 37B (Thermo & Markers)	717-7	LF	125	1.-	125.-
24	Striping Detail # 38 (Thermo & Markers)	717-7	LF	2,056	0.93	1912.08
25	Striping Detail # 38C (Thermo & Markers)	717-7	LF	3,263	1.10	3589.30
26	Striping Detail # 39 (Thermo)	717-7	LF	31,626	0.34	10752.84
27	Striping Detail # 39A (Thermo)	717-7	LF	3,272	0.34	1112.48
28	"23" Legend (Thermo)	717-7	EA	3	66-	198-
29	"NORTH" Legend (Thermo)	717-7	EA	3	165.-	495.-
30	Bicycle Group Legend (Paint)	717-7	EA	30	66-	1980-
31	"AHEAD" Legend (Thermo)	717-7	EA	12	132-	1584-
32	"SIGNAL" Legend (Thermo)	717-7	EA	12	154.-	1848-
33	Arrow Type IV (Thermo)	717-7	EA	56	82-	4592.-
34	Release on Contract	718-2	EA	1	\$1.00	\$1.00

TOTAL AMOUNT OF BID: 2893751.49
SCHEDULE A 2893695.49

Contractor's Name **PALP, INC. DBA EXCEL PAVING COMPANY**

Contractor Must Bid on Schedule A and Schedule B

Tierra Rejada Road and Second Street
Pavement Rehabilitation Project

ACKNOWLEDGMENT

State of California
County of Los Angeles

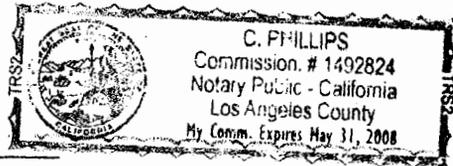
On SEP 11 2007 before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By C.P. Brown, President And
Michele E. Drakulich, Assistant Secretary

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 *C Phillips*



(Seal)

**SCHEDULE B – SECOND STREET
PROPOSED SCHEDULE OF WORK AND PRICES
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT**

*ADDITIONS/DEDUCTIONS

TOTAL AMOUNT BID			\$ _____
	Bid Item No.	New Total	
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____

Adjusted Total Bid Amount: \$ _____

Adjusted Total Bid Amount in Words: _____

**Sales Tax Adjustment (If Applicable) _____

* Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that item (if applicable) shall be adjusted by dividing the bid quantity into the new total amount as determined after adding or subtracting the amount listed by the contractor for such item.

** Sales tax deduction entered on this line is the amount the bid is to be reduced in order to receive credit for purchases made in the City of Moorpark pursuant to Bid Terms and Conditions, Sales Tax Reimbursements.

The following addenda are acknowledged: (Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	Number	Date
	<u>1</u>	<u>8/31/07</u>
	<u>2</u>	<u>9/10/07</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.

PALP INC.DBA	PALP INC.DBA
Contractor's Name EXCEL PAVING COMPANY	Contractor's Name EXCEL PAVING COMPANY
<u>C.P. Brown</u>	<u>Michele E. Drakulich</u>
SEP 11 2007	SEP 11 2007
Signature	Signature
Date	Date
<u>C.P. BROWN, PRESIDENT</u>	<u>MICHELE E. DRAKULICH, ASST. SECRETARY</u>
Title	Title

**SCHEDULE B - SECOND STREET
PROPOSED SCHEDULE OF WORK AND PRICES
FOR
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT**

ITEM NO.	ITEM DESCRIPTION	PAYMENT REF.	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL PRICE
1	Traffic Control	702-8	LS	1	7500.-	7500.-
2	Storm Water Pollution Control Program	703-2	LS	1	800.-	800.-
3	Street Surface Preparation	704-4	LS	1	5000.-	5000.-
4	Asphalt Rubber Hot-Mix (ARHM)	708-6	TN	950	90.92	87400.-
5	Remove & Replace 8" Asphalt Concrete	709-4	SF	5,800	5.-	29000.-
6	Remove & Replace 6" Asphalt Concrete	709-4	SF	10,700	3.50	38520.-
7	5" Digout	709-4	SF	4,500	4.-	18000.-
8	Pavement Milling (Depth 0.15')	711-6	SF	76,500	0.29	22185.-
9	Remove & Replace PCC Sidewalk	712-5	SF	400	11.-	4400.-
10	Remove & Replace PCC Curb	712-5	LF	600	31.-	18600.-
11	Remove & Replace PCC Curb & Gutter	712-5	LF	200	39.-	7800.-
12	Remove & Replace PCC Cross-Gutter	712-5	SF	2,200	17.-	37400.-
13	Remove & Replace PCC Driveway	712-5	SF	1,400	11.-	15400.-
14	Protect Survey Monumentation	716-3	EA	5	300.-	1500.-
15	Traffic Signal Loops	715-6	EA	6	240.-	1440.-
16	Install Blue RPM's @ Fire Hydrant	717-7	EA	2	54.-	108.-
17	12" White Crosswalk/Limit Line (Thermo)	717-7	LF	91	5.-	455.-
18	12" Yellow Crosswalk (Thermo)	717-7	LF	861	3.80	3271.80
19	Striping Detail # 22 (Thermo)	717-7	LF	512	4.35	2227.20
20	Striping Detail # 38 (Thermo & Markers)	717-7	LF	85	5.-	425.-
21	"CLEAR" Legend (Thermo)	717-7	EA	1	190.-	190.-
22	"STOP" Legend (Thermo)	717-7	EA	11	136.-	1496.-
23	"SCHOOL" Legend (Thermo)	717-7	EA	2	272.-	544.-
24	"XING" Legend (Thermo)	717-7	EA	2	163.-	326.-
25	"AHEAD" Legend (Thermo)	717-7	EA	2	190.-	380.-
26	"KEEP" Legend (Thermo)	717-7	EA	1	136.-	136.-
27	Arrow Type IV (Thermo)	717-7	EA	2	87.-	174.-
28	Release on Contract	718-2	EA	1	\$1.00	\$1.00

TOTAL AMOUNT OF BID: 304679.-
SCHEDULE B

Contractor's Name PALP, INC. DBA
EXCEL PAVING COMPANY

Contractor Must Bid on Schedule A and Schedule B

**PROPOSED SCHEDULE OF WORK AND PRICES
TIERRA REJADA ROAD AND SECOND STREET
PAVEMENT REHABILITATION PROJECT**

SCHEDULE A AND SCHEDULE B SUMMARY

Total Amount Bid for Schedule A	\$ 2893751. ⁴⁹
Total Amount Bid for Schedule B	\$ 304679.-
Grand Total Amount for Schedules A and B combined	\$ 3198430. ⁴⁹

2893685.49

3,198,564.49

Contractor shall bid on both Schedule A and Schedule B.

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

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PALP Inc. dba Excel Paving Company as Principal, and Federal 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 27th day of August, 2007.

PALP Inc. dba Excel Paving Company
Contractor

By C.P. Brown
Title C.P. BROWN, PRESIDENT

By Michele E. Drakulich
Title MICHELE E. DRAKULICH, ASST. SECRETARY

Federal Insurance Company
Surety

By Douglas A. Rapp
Douglas A. Rapp Attorney in Fact

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.

N/A

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.

000096

ACKNOWLEDGMENT

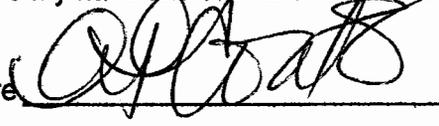
State of California
County of Orange

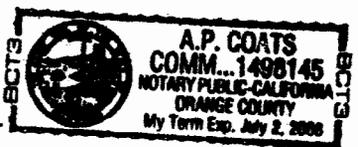
On Aug. 27, 2007 before me, A. P. Coats, Notary Public
(here insert name and title of the officer)

personally appeared Douglas A. Rapp

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 



(Seal)

ACKNOWLEDGMENT

State of California
County of Los Angeles

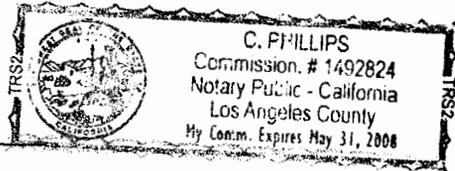
On SEP 11 2007 before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By C.P. Brown, President And
Michele E. Drakulich, Assistant Secretary

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 *C Phillips*



(Seal)

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

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

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

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

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

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

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of The Work to be Done
<u>C.L. Concrete</u>	<u>488722</u>	<u>1035 W. 6th St. Fullerton, CA</u>	<u>Concrete</u>
<u>SUDHAKAR</u>	<u>752307</u>	<u>1450 Fitzgerald Blvd</u>	<u>Striping</u>
<u>PRS</u>	<u>569352</u>	<u>121 N Main Riverside</u>	<u>Cold Mill</u>
<u>Ramirez</u>	<u>683241</u>	<u>Covina</u>	<u>ADJ Utilities</u>

C.P. Brown
Signature(s) of Bidder
Date
C.P. BROWN, PRESIDENT
Title

Michele E. Drakulich
Signature(s) of Bidder
Date
MICHELE E. DRAKULICH, ASST. SECRETARY
Title

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

000099

ACKNOWLEDGMENT

State of California
County of Los Angeles

SEP 11 2007

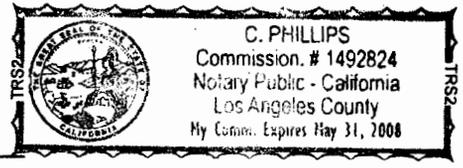
On _____ before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By C.P. Brown President, and
Michele E. Drakulich, Assistant Secretary

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 C Phillips



(Seal)

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

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

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

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

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

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

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of The Work to be Done
<u>Global Road Seal</u>	<u>757584</u>	<u>6341 Klamath Westminster</u>	<u>LOOPS</u>
<u>RCSE</u>	<u>484758</u>	<u>800 E WATSON Fullerton CA</u>	<u>DRACKEN</u>
<u>CASE</u>	<u>L55411</u>	<u>614 N EUGENE Orange</u>	<u>SURVEY</u>
<u>Direct's Seal Asphalt</u>	<u>681721</u>	<u>1227 N. Olive Anaheim</u>	<u>FABRIC</u>

C.A. Brown
Signature(s) of Bidder

SEP 11 2007
Date

Michele E. Drakulich
Signature(s) of Bidder

SEP 11 2007
Date

C. P. BROWN, PRESIDENT
Title

MICHELE E. DRAKULICH, ASST. SECRETARY
Title

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

000101

ACKNOWLEDGMENT

State of California
County of Los Angeles

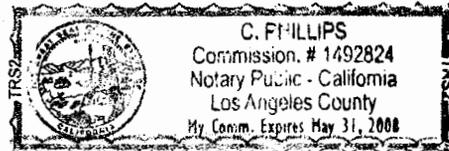
On SEP 11 2007 before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By C.P. Brown, President And
Michele E. Drakulich, Assistant Secretary

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 



(Seal)

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.

**PALP, INC.DBA
EXCEL PAVING COMPANY**

Name of Bidder

C.P. Brown C.P. BROWN
Signature of Bidder PRESIDENT

**PALP, INC.DBA
EXCEL PAVING COMPANY**

Name of Bidder

Michele E. Drakulich
Signature of Bidder, MICHELE E. DRAKULICH, ASST. SECRETARY

2230 LEMON AVENUE
LONG BEACH, CA 90806
Address of Bidder

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

000103

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.

**PALP, INC. DBA
EXCEL PAVING COMPANY**

Name of Bidding Company

By C.P. Brown
Authorized Signature

C.P. BROWN, PRESIDENT
Title (Typed)

SEP 11 2007
Date

000104

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 _____ day of SEP 11 2007, 2007.

PALP, INC. DBA
EXCEL PAVING COMPANY
Name of Company

By C.P. Brown

C.P. BROWN, PRESIDENT
Title

By Michele E. Drakulich

MICHELE E. DRAKULICH, ASST. SECRETARY
Title

000105

ACKNOWLEDGMENT

State of California
County of Los Angeles

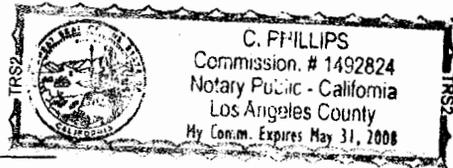
On SEP 11 2007 before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By C.P. Brown, President And
Michele E. Drakulich, Assistant Secretary

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 *C Phillips*



(Seal)



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp or Linda D. Coats of Laguna Hills, California**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **January, 2004**

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this **22nd** day of **January, 2004**, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct 01, 2004

Notary Public



Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **27th** day of **August 2007**



Kenneth C. Wendel, Assistant Secretary

000107

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-9656 e-mail: surety@chubb.com

ACKNOWLEDGMENT

State of California
County of Los Angeles

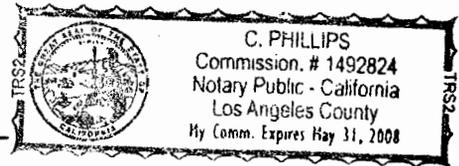
On SEP 11 2007 before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By Michele E. Drakulich
Assistant Secretary

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 C. Phillips



(Seal)

SEE ATTACHED

FORM TO ACCOMPANY BID BOND

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

On this ____ day of _____, 2007, 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 \$ _____.

000109

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: 25 1/2

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 **SEE ATTACHED**

Customer Name: _____
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: _____

000110

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am the PRESIDENT
_____ Of PALP, INC. DBA
EXCEL PAVING COMPANY

_____, 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 SEP. 11 2007 at LONG BEACH, California.
(date) (place)

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

C.P. Brown

Signature of Bidder

C.P. BROWN, PRESIDENT

Title

Michele E. Drakulich

Signature of Bidder

MICHELE E. DRAKULICH, ASST. SECRETARY

Title

000111

ACKNOWLEDGMENT

State of California
County of Los Angeles

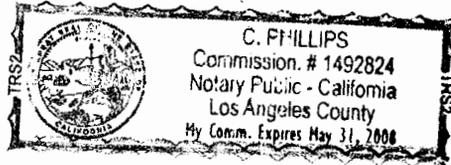
On SEP 11 2007 before me, C. Phillips, Notary Public
(here insert name and title of the officer)

personally appeared PALP DBA EXCEL PAVING CO. By C.P. Brown, President And
Michele E. Drakulich, Assistant Secretary

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 *C Phillips*



(Seal)

000112

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 /

2. If Yes, explain the circumstances.

Executed on SEP 11 2007 at LONG BEACH, California.

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

C.P. Brown

Signature(s) of Authorized Bidder

C.P. BROWN, PRESIDENT

Title

Michele E. Drakulich

Signature(s) of Authorized Bidder

MICHELE E. DRAKULICH, ASST. SECRETARY

Title

000113

EXHIBIT B**Insurance**

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.

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 as additional insureds 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 Agency'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 Agency.

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.

000115

BOND FOR FAITHFUL PERFORMANCE
BOND NO.

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____ hereinafter referred to as "Contractor" as
principal, and _____ hereinafter referred to as
"Surety," are held and firmly bound unto the City of Moorpark, California, hereinafter
referred to as "City", or "Obligee" in the sum of _____ Dollars
(\$ _____), lawful money of the United States of America, for the payment of which
sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these
presents.

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into
the annexed Contract with the City of Moorpark, California, for the construction of the
Tierra Rejada Road and Second Street Pavement Rehabilitation Project, MPK 07-02,
and is required by said City to give this bond in connection with the execution of said
Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the
covenants and obligations of said Contract to be done and performed at the time and in
the manner specified herein, then this obligation shall be null and void one year after
date of recordation of Notice of Completion by City of the completed work; otherwise it
shall be and remain in full force and effect, and Surety shall cause the Contract to be
fully performed or to pay to obligee the cost of performing said Contract in an amount
not exceeding the said sum above specified, and shall also, in case suit is brought upon
this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the
court.

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety there under, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2007.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

000117

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

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

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, Personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument; and 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.

000118

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor" as principal, and _____ hereinafter referred to as "Surety," are held and firmly bound unto the City of Moorpark, California, hereinafter referred to as "City", or "Obligee" in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of Tierra Rejada Road and Second Street Pavement Rehabilitation Project, MPK 07-02, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

000119

BOND FOR MATERIAL SUPPLIERS AND LABORERS

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety there under, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2007.

Contractor

By _____

Title _____

By _____

Title _____

Surety

000120

FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

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

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, Personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument; and 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.

000121

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By _____

Date: _____

Title _____

By _____

Date: _____

Title _____

000122

INSURANCE CERTIFICATE FOR GENERAL LIABILITY

Use Standard Accord Form

000123

INSURANCE CERTIFICATE FOR AUTOMOBILE LIABILITY

Use Standard Accord Form

000124