

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



This meeting is held pursuant to the State Emergency Services Act, The Governor's Emergency Declaration, and Governor's Executive Order N-29-20 issued on March 17, 2020 to allow members of the City Council or staff to participate via teleconference.

Public Participation Options: To ensure proper social distancing, the Council Chambers can accommodate seating for up to 12 members of the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

Members of the public can submit comments to the City Council via email to cityclerk@oxnard.org before 9:00 a.m. on the day of the meeting. Please identify the agenda item in the email Subject line.

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
March 24, 2020
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the February 25, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Execute Contract Amendments and Approve Budget Appropriations for the Rice Avenue at Fifth Street Grade Separation Project. (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

Council approve and authorize:

1. The Mayor to execute the first amendment to Caltrans Cooperative Agreement No. 07-5065, upon receipt, identifying that Caltrans will perform the Right of Way Acquisition, Relocation Assistance, and Condemnation in the amount of \$1,200,000 for Project 133101 from State Trade Corridor Enhancement Program Fund (189);
2. The Mayor to execute the second amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$3,056,880.66, for a total of \$8,909,080.94 to complete the Plans, Specification and Estimates for Project 133101 from State Trade Corridor Enhancement Program Fund (189);
3. The City Manager to execute a budget appropriation increase of \$116,075 in the Circulation System Improvement Fees Fund (354) for Project 133101; and
4. The City Manager to execute a budget appropriation decrease of \$537,000 in the State Trade Corridor Enhancement Program Fund (189) for Project 133101.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2020-21 project list of Senate Bill 1 (SB1) newly proposed projects which will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues;
2. Authorize the use of funds for prior year Road Maintenance and Rehabilitation Account in the amount of \$6,529,977, and the new Fiscal Year 2020-21 funds of \$3,963,952 for a total amount of \$10,493,929; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Award Trade Services Agreement A-8208 to Natural Green Landscape, Inc. for Landscape Maintenance Services at Various City Facilities. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8208 with Natural Green Landscape, Inc. for a total agreement value of \$356,112 for a term of three (3) years to provide landscape maintenance services at various City facilities.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
February 25, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:02 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Todd Vasquez-Housely, Environmental Resources Division Manager; Jan Hauser, Wastewater Division Manager; Brian Yanez, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the February 11, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Purchase of New Heavy Equipment for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to:

1. Execute a Purchase Order (PO) with Quinn Company (Caterpillar) in the amount of \$1,207,903.39 for the supply of heavy equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Approve the appropriation of funds in the amount of \$1,207,904 from Environmental Resources operating fund balance (631) for the purchase of the heavy equipment.

The Environmental Resources Division Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

2. SUBJECT: Update of Wastewater Division Capital Improvement Projects.
RECOMMENDATION: That the Public Works and Transportation Committee receive a presentation on the Wastewater System Capital Improvement Program.

The Wastewater Division Manager gave a report. Public comments were received from Daniel Rydberg. Discussion ensued among the Committee and staff. No action was required.

3. SUBJECT: Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:
1. Approve and authorize the Mayor to execute a first amendment to Agreement A-8136 with Enterprise Fleet Management, Inc. (Enterprise) that increases the current agreement value by \$3,425,000 (from \$675,000 to \$4,100,000) and extends the term by three and a half years through December 1, 2025;
 2. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
 3. Eliminate three (3) staff positions from Fleet Services Division; and
 4. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member MacDonald suggested better internal communication is needed when parking is restricted for special events/permits. Chair Perello complimented staff's recent median maintenance work on Victoria Avenue.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:09 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: March 24, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Execute Contract Amendments and Approve Budget Appropriations for the Rice Avenue at Fifth Street Grade Separation Project. (10/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize:

1. The Mayor to execute the first amendment to Caltrans Cooperative Agreement No. 07-5065, upon receipt, identifying that Caltrans will perform the Right of Way Acquisition, Relocation Assistance, and Condemnation in the amount of \$1,200,000 for Project 133101 from State Trade Corridor Enhancement Program Fund (189);
2. The Mayor to execute the second amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$3,056,880.66, for a total of \$8,909,080.94 to complete the Plans, Specification and Estimates for Project 133101 from State Trade Corridor Enhancement Program Fund (189);
3. The City Manager to execute a budget appropriation increase of \$116,075 in the Circulation System Improvement Fees Fund (354) for Project 133101; and
4. The City Manager to execute a budget appropriation decrease of \$537,000 in the State Trade Corridor Enhancement Program Fund (189) for Project 133101.

BACKGROUND

The project will construct a new bridge along Rice Avenue and Fifth Street/State Route 34 in order to grade separate the intersection and railroad crossing. The California Public Utilities Commission (CPUC) prioritizes the Rice Avenue at Fifth Street Grade Separation (Project) second in the state on the Grade Separation Priority List. The project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad (UPRR) crossing, as well as relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

CIP Reference: Project **133101** - Rice Avenue & Fifth Street Grade Separation - CIP 2019-2024 - Adopted April 2, 2019 - Page 140.

DISCUSSION

Project Alignment

The original project alignment included a grade separated bridge, two connector roads, two traffic signals, sidewalk, and bicycle lanes. During the Plans, Specifications and Estimates (PS&E) design phase, utility

companies provided prior rights easement documents, preliminary plans, and cost estimates for relocations. These cost estimates were substantially higher than the initial estimates identified in the Preliminary Engineering (PE) phase. Right of Way (ROW) and Construction (CON) cost estimates also increased due to fair market property value analysis and market escalation for a construction year of 2022.

To partially mitigate cost increases, the design was amended to shift the alignment of Rice Avenue 250 feet to the east and eliminate one connector ramp. This alignment significantly reduces utility relocations and number of required parcels. Under the new alignment, one connector road is eliminated and a signalized intersection will be located on the reconstructed Rice Avenue. The revised alignment maintains the same deliverables, grade separated bridge, two traffic signals, sidewalk, and bicycle lanes.

California Transportation Commission Approvals, Trade Corridor Enhancement Program Grant

In December 2019, the California Transportation Commission (CTC) approved the new alignment, cost, schedule, and addendum to the environmental document. The CTC allocated \$18,663,000 of the State's Trade Corridor Enhancement Program (TCEP) grant funding, adding to the previously allocated, and City Council appropriated, \$12,406,000 TCEP grant funding for the PS&E and ROW phases. The total PS&E and ROW TCEP grant funding is \$31,069,000. The CTC also programmed \$19.7 million of TCEP CON grant funding, adding to the previously programmed \$56.2 million for the CON phase. The total CON TCEP grant funding is \$75.9 million.

Total Grant Funding

The project anticipates \$116.7 million in grant funding from multiple sources. To date, the City has secured \$35.8 million for PE, PS&E, and ROW phases, including \$31 million in TCEP, \$3.3 million in Surface Transportation Program Local (STPL), and \$1.5 million in Federal Railroad Administration (FRA) Safe Transportation of Energy Product (STEP) grants.

Grant Funding (in millions)					
Source	PE	PS&E	ROW	CON	TOTAL
Grant-STPL (Fund 275)	\$2.7	\$0.6			\$3.3
Grant-TCEP (Fund 189)		\$7.5	\$4.3	\$75.9*	\$87.7
Grant-TCEP (Caltrans Drawdown)			\$19.2		\$19.2
Grant-FRA STEP (Fund 275)		\$1.5			\$1.5
Grant-CPUC				\$5.0*	\$5.0
Total Grant Funding:	\$2.7	\$9.6	\$23.5	\$80.9*	\$116.7
*future appropriation					

First Amendment to Caltrans Cooperative Agreement 07-5065

Due to the complexity of securing ROW, Caltrans District 7 as a partner agency, is prepared to lead property acquisition, estimated to be \$19.2 million. Caltrans ROW Support cost is estimated to be \$1,200,000. Staff is requesting Council approve and authorize the first amendment to Caltrans Cooperative Agreement No. 07-5065, upon receipt, identifying Caltrans will perform ROW acquisition, relocation assistance, and condemnation.

Once this first amendment is received and approved, Caltrans will draw \$19.2 million directly from the project's State TCEP grant funding for ROW Capital. The \$12,406,000 TCEP grant funding previously allocated to the City included PS&E, ROW Capital, and ROW Support. The City will utilize \$11,869,000, which includes \$1,200,000 for Caltrans ROW Support, leaving a balance of \$537,000 for ROW Capital. Staff's request to approve a budget appropriation decrease of \$537,000 in the TCEP (Fund 189) for Project 133101 will ensure the City draws down \$11,869,000 of TCEP grant funding, while Caltrans draws down \$19.2 million of TCEP grant funding, for a total of \$31 million in PS&E and ROW TCEP grant funding.

Phase	City Draw Down	Caltrans Draw Down
Initial Allocation-TCEP PS&E, ROW	\$12,406,000	\$0
Additional Allocation-TCEP PS&E, ROW	\$0	\$18,663,000
Adjusted Allocation-TCEP ROW	\$(537,000)	\$537,000
Total TCEP Grant Funding:	\$11,869,000	\$19,200,000

Second Amendment to WKE, Inc. Agreement A-8094

City Council approved Agreement A-8094 with WKE, Inc. in July 2018 and a first amendment to this agreement in June 2019. Due to the new alignment, an additional \$3,056,880.66 is required for WKE, Inc. to complete PS&E. WKE, Inc.'s work includes the cost comparison of alignment alternatives, geometric design alignment feasibilities, updated CPUC nomination application, supplemental project report, design standard decision documents, ROW engineering, and geotechnical and hazardous waste drilling work plans. Staff is requesting Council approve and authorize the second amendment to WKE, Inc. Agreement A-8094, using \$3,056,880.66 from previously allocated TCEP grant funding in Fund 189 to complete the PS&E for Project 133101. There are sufficient budget appropriations for this second amendment and it is fully funded by grant funding.

Peer Review Reimbursement and Increased Appropriation

In order to provide an independent review of work performed by WKE Inc., the City requested quotes from three (3) engineering firms and contracted with Dokken Engineering. WKE, Inc. agreed to reimburse the City for Dokken Engineering's review of WKE, Inc.'s work up to the 65% plan submittal. WKE, Inc. reimbursed the City for Dokken Engineering's services for \$116,075, which was deposited into the miscellaneous revenue account in the Circulation System Improvement Fees (Fund 354). Staff is requesting City Council recognize \$116,075 revenue for peer review services and appropriate funds in the Circulation System Improvement Fees Fund (354) for Project 133101.

Project Schedule

The schedule reflects 30 months to acquire properties under the condemnation and eminent domain process.

The schedule considers ample time for property owners to respond to written offers.

Phase	Schedule
PS&E and ROW Complete	July 2022
Begin Construction	December 2022
End Construction	August 2026

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The cost for the first amendment to Caltrans Cooperative Agreement 07-5065 is \$1,200,000 and will be funded with available appropriations in the TCEP Fund (189). The cost for the second amendment to WKE, Inc. Agreement A-8094 is an additional \$3,056,880.66 and will be funded with available appropriations in the TCEP Fund (189). The request to recognize the reimbursement revenue from WKE, Inc. will result in a budget appropriation increase of \$116,075 in the Circulation System Improvement Fees Fund (354) for Project 133101. The request for the adjusted TCEP Fund (189) allocation will result in a budget appropriation decrease of \$537,000 from the TCEP Fund (189) for Project 133101.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Agreement 07-5065-A1 (Partial Caltrans sigs)
2. WKE PS&E A-8094 Second Amendment
3. Rice Fifth Budget Appropriation
4. Caltrans Agreement 07-5065 (EXECUTED)
5. Rice Fifth PPT

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO CONSTRUCT GRADE SEPARATION AT THE INTERSECTION OF 5TH STREET
(SR-34) AND RICE AVENUE IN THE CITY OF OXNARD

Contact Information

CALTRANS

Zareh Shahbazian, Project Manager
100 S. Main St.
Los Angeles, CA 90012
Office Phone: (213) 897-4255
Fax Number: (213) 897-0648
Email: Zareh.shahbazian@dot.ca.gov

CITY OF OXNARD

Debbie O'Leary, Transportation Planner
305 W. Third Street
Oxnard, CA 93030
Office Phone: (805) 200-5283
Fax Number: (805) 385-7408
Email: debbie.oleary@oxnard.org

AMENDMENT NO. 1 TO AGREEMENT 07-5065

This Amendment No. 1 to Agreement 07-5065 (AMENDMENT), effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Oxnard, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY. CALTRANS and CITY individually referred to as PARTNER and collectively referred to as PARTNERS.

RECITALS

1. CALTRANS and CITY entered into Agreement No. 07-5065, on February 9, 2016 (AGREEMENT), defining the terms and conditions for the construction of grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard at PM 6.2 - PM 6.6, referred to as PROJECT.
2. The AGREEMENT established CITY as the IMPLEMENTING AGENCY and CITY as the sole SPONSOR for PROJECT. The AGREEMENT recognized responsibilities to complete the following PROJECT COMPONENTS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
3. CITY now seek to have CALTRANS perform the following RIGHT-OF-WAY activities:
 - Right of Way Acquisition
 - Right of Way Relocation Assistance
 - Right of Way Condemnation
4. PARTNERS also now seek to utilize SB-1 Trade Corridor Enhancement (TCEP) funds for the following activities:
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL

IT IS THEREFORE MUTUALLY AGREED:

5. Articles 9-11 in the AGREEMENT are replaced in its entirety to read as follows:

9. Funding sources, PARTNERS committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTNERS will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

10. PARTNERS will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR

11. (a) Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
11. (b) Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
11. (c) WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTNER incurring the costs from funds that are independent of this AGREEMENT.

6. Article 44 in the AGREEMENT is replaced in its entirety to read as follows:

44. (a) As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTNER and those activities that are excluded under this AGREEMENT.

44. (b) CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.25.10.xx IQA	Yes
225.65 Right of Way Acquisition	Yes
225.70 Right of Way Relocation Assistance	Yes
225.80 Right of Way Condemnation	Yes

7. Article 101 in the AGREEMENT is replaced in its entirety to read as follows:

101. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.

8. Article 120 in the AGREEMENT is replaced in its entirety to read as follows:

Plans, Specifications, and Estimate (PS&E)

120. CITY will invoice and CALTRANS will reimburse for \$7,569,000 in TCEP funds paid from Master Agreement 75SR001.

9. Article 121 in the AGREEMENT is replaced in its entirety to read as follows:

RIGHT-OF-WAY Support

121. CITY will invoice and CALTRANS will reimburse in the amount of \$2,500,000 in TCEP funds paid from Master Agreement 75SR001. CALTRANS will invoice CITY in the amount of \$1,200,000 for the reimburse work effort.

10. Article 122 in the AGREEMENT is replaced in its entirety to read as follows:

RIGHT-OF-WAY Capital

122. CITY will invoice and CALTRANS will reimburse in the amount of \$1,800,000 in TCEP funds paid from Master Agreement 75SR001. CALTRANS will draw from state and federal funds that are provided by CITY in the amount of \$19,200,000 without invoicing CITY when CALTRANS administers those funds.

11. Article 123 in the AGREEMENT is replaced in its entirety to read as follows:

CONSTRUCTION Support

123. CITY will invoice and CALTRANS will reimburse in the amount of \$12,300,000 in TCEP funds paid from Master Agreement 75SR001.

12. Article 124 in the AGREEMENT is replaced in its entirety to read as follows:

CONSTRUCTION Capital

124. CITY will invoice and CALTRANS will reimburse in the amount of \$63,600,000 in TCEP funds paid from Master Agreement 75SR001.

Department Furnished Materials (DFM)

CALTRANS will invoice and CITY will reimburse for actual costs per SPENDING TABLE.

13. Articles 125-128 is added to the AGREEMENT to read as follows:

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1)

125. As the IMPLEMENTING AGENCY, CITY will prepare and submit to CALTRANS a Completion Report, in accordance with to the California Transportation Commission (CTC) Resolution G-18-09: SB1 Accountability and Transparency Guidelines.

CITY must submit a Completion Report for the construction component to CALTRANS for approval within four (4) months of Construction Contract Acceptance or when the project becomes operable, whichever is sooner. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC. The Completion Report should not be delayed due to claims, plant establishment periods, ongoing environmental mitigation monitoring, or other reasons.

CITY must submit a Completion Report for a pre-construction component to CALTRANS for approval within four (4) months of acceptance of that pre-construction component. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC.

CITY must submit a Final Delivery Report to CALTRANS for approval within four (4) months of conclusion of all remaining project activities beyond the acceptance of the construction contract. Thereafter, CALTRANS will have two (2) months to review and approve the report prior to submission to the CTC. The Final Delivery Report will reflect final project expenditures, any changes that occurred after submittal of the Completion Report, and an updated evaluation of the benefits.

126. In those instances where PARTNERS have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTNERS agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.
127. Notwithstanding anything to the contrary in this AGREEMENT, PARTNERS are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.
128. PARTNERS will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) Resolution G-18-09; SB1 Accountability and Transparency Guidelines, and the CTC's Trade Corridor Enhancement Program (TCEP) Guidelines Resolution G-17-32.

PARTNERS agree that contributed funds originating from the TCEP can be expended on any item identified in the PROJECT. Should a CITY nominated project encounter a cost over-run, TCEP will not fund the cost increase. Any cost increases should be funded from other fund sources.

14. Articles 129-136 are added to the AGREEMENT to read as follows:

ICRP Rate

129. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

130. If the WORK is funded with state or federal funds, any PARTNER seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

131. Travel, per diem, and third-PARTNER contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If CITY invoices for rates in excess of CalHR rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

132. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTNERS must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

133. PARTNERS will invoice for funds where the SPENDING TABLE shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
134. When a PARTNER is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
135. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
136. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
15. A new Funding Summary is attached and made a part of the AGREEMENT.
16. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
17. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

John C. Bulinski
District 07 Director

**VERIFICATION OF FUNDS AND
AUTHORITY:**

Vickie Murphy
District Budget Manager

**APPROVED AS TO FORM AND
PROCEDURE:**



Meera Danday
Deputy Attorney

**CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:**



Darwin Salmos
HQ Accounting Supervisor

CITY OF OXNARD

Alexander Nguyen
City Manager

Attest:

Michelle Ascencion
City Clerk

Approved as to form and procedure:

Stephen M. Fischer
City Attorney

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>									
<u>IMPLEMENTING AGENCY→</u>			<u>CITY</u>	<u>CITY</u>	<u>CITY</u>		<u>CITY</u>		Totals
Source	PARTNER	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SB1-TCEP	0	7,569,000	1,300,000	21,000,000	12,300,000	63,600,000	105,769,000
LOCAL	CITY	Local	359,000	444,000		0	0	0	803,000
LOCAL- STATE	CITY	Local			1,200,000				1,200,000
FEDERAL	CITY	RSTP	2,773,000	487,000	0	0	0	0	3,260,000
FEDERAL	CITY	2011 FEDERAL DISCRETIONARY GRANT (FDG)	0	1,500,000					1,500,000
STATE	CITY	SECTION 190	0	0				5,000,000	5,000,000
Totals			3,132,000	10,000,000	2,500,000	21,000,000	12,300,000	68,600,000	117,532,000

SPENDING TABLE

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL		CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CITY	DFM CALTRANS	
SB1-TCEP	0	0	0	7,569,000	0	1,300,000	19,200,000	1,800,000	0	12,300,000	63,600,000	0	105,769,000
Local	0	359,000	0	444,000		0	0	0	0	0	0	0	803,000
Local-State					1,200,000								1,200,000
RSTP	0	2,773,000	0	487,000	0	0	0	0	0	0	0	0	3,260,000
SEC 190	0	0	0	0	0	0	0	0	0	0	4,840,000	160,000	5,000,000
FDG	0	0	0	1,500,000	0	0	0	0	0	0	0	0	1,500,000
Totals	0	3,132,000	0	10,000,000	1,200,000	1,300,000	19,200,000	1,800,000	0	12,300,000	68,440,000	160,000	117,532,000

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of April, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 24, 2018 and by a First Amendment on June 4, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, **Exhibits A and A-1** are supplemented by **Exhibit A-2**, which is attached hereto and incorporated herein by reference.
2. In Section 14(a) of the Agreement, the figure "\$5,852,200.28," is deleted and hereby replaced by the figure, "\$8,909,080.94."
3. In Section 14(b) of the Agreement, **Exhibits C and C-1** are supplemented by **Exhibit C-2**, which is attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

WKE, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Wei Koo, President _____ Date

ATTEST:

Carlos Cadena, _____ Date
Senior Vice President

Michelle Ascencion, City _____ Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, _____ Date
City Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

EXHIBIT A-2

SCOPE OF SERVICES

Agreement scope is to complete Plans, Specifications & Estimates (PS&E) of the new preferred Alternative 3B. Upon completion of the 65% PS&E of Alternative 2A, which was included in the original Agreement and First Amendment, identified in the environmental document, and subsequent review by Caltrans, it was determined that Alternative 3B offers traffic operational benefits at a lower cost and would be a viable alternative with the approval of the design exceptions. Caltrans approved the Supplemental Project Report and Design Standard Decision Document in November 2019.

EXHIBIT C-2

COMPENSATION RATES



January 8, 2020

Ms. Debbie O'Leary
Project Manager
City of Oxnard
305 West Third Street, 3rd Floor
Oxnard, CA 93030
debbie.oleary@oxnard.org

Subject: **Contract Modification to Contract No. A-8094 – Amendment 2
Based on out-of-scope design services for the Final Design for
Alternative 3B for Rice Avenue Grade Separation over Fifth
Street/UPRR**

Dear Ms. O'Leary,

Caltrans, in cooperation with the City of Oxnard (the City), approved the Project Approval/Environmental Document (PA/ED) on May 18, 2018 to advance the Rice Avenue/Fifth Street/UPRR Grade Separation Project to the final design. The Environmental Impact Report/Environmental Assessment (EIR/EA) considered Alternatives 2A and 2B which maintained Rice Avenue along its present alignment. A Finding of No Significant Impact (FONSI) was made and identified Alternative (Alt) 2A (dual connector roads) as the local preferred alternative. Earlier, during the preparation of the project report and the Value Analysis, two additional alternatives were evaluated which realigned Rice Avenue 250' easterly and were identified as Alt 3A (dual connector roads) and Alt 3B (single connector road). Understanding that Rice Avenue is intended to be relinquished to Caltrans in the future to become the northerly extension of US Route 1, the Project Development Team (PDT) was directed to develop alternatives that meet all state highway design standards relative to design speed, roadway curvature and superelevation rates. As a result, both Alternatives 3A and 3B were removed from further consideration since they did not meet this criterion.

Upon completion of the 65% PS&E of Alternative 2A and subsequent review by Caltrans, it was determined that Alternative 3B offers traffic operational benefits at a lower cost and would be a viable alternative with the approval of the design exceptions. Caltrans determined that design exceptions can now be granted relative to design speed, roadway curvature and superelevation rates for Alternatives 3A and 3B. A full comparison of the alternatives has been completed and Caltrans and the City, with concurrence from Ventura County DPW and VCTC, have given direction to the PDT to proceed with the design of Alt 3B.

The final design of the project for Alternative 2A had been progressing to 95% PS&E since August 2019 with a remaining budget of \$2,871,112.12 from the original contract. An additional budget of \$3,056,880.66 is required to complete the design for Alternative 3B.

If you have any questions or require additional information, please contact me at (714) 955-7186.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carlos Cadena'. The signature is stylized with loops and a long horizontal line extending to the right.

Carlos Cadena
Executive VP/Project Manager

CONTRACT PRICING PROPOSAL			Page 1	
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks			of 1	
Name of Proposer WKE, Inc.			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed PS&E - Rice Avenue Grade Separation (Alternative 3B)			TOTAL AMOUNT OF PROPOSAL \$3,056,880.66	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Project Manager	1,030	\$114.71	\$118,151.30	
Discipline Lead	2,038	\$98.41	\$200,559.58	
Senior Task Manager	1,880	\$88.68	\$166,718.40	
Senior Project Engineer 2	3,608	\$88.81	\$320,426.48	
Senior Project Engineer 1	2,818	\$70.63	\$199,035.34	
Project Engineer	4,059	\$48.56	\$197,084.75	
Assistant Engineer	2,994	\$32.97	\$98,722.16	
CADD	1,006	\$37.89	\$38,112.31	
Administrative	388	\$29.16	\$11,314.08	
Labor Cost	19,821		\$1,350,124.40	
Escalation	3%		\$91,131.43	
Total Direct Labor				\$1,441,255.82
2. Labor Overhead Rate	Rate			
	127.95%			
				\$1,844,086.82
3. Travel*			Est. Cost (\$)	
a. Transportation			\$5,260.00	
b. Per Diem or Subsistence			\$0.00	
Total Travel				\$5,260.00
WKE Remaining Balance				(\$1,557,216.76)
4. Subcontractors/Suppliers**	Cost to Complete	Remaining Balance	Additional Balance	
Douglas Engineering	\$10,879.08	\$0.00	\$10,879.08	
EPIC Land Solutions	\$0.00	(\$39,153.27)	(\$39,153.27)	
Fugro Consultants, Inc	\$225,534.87	(\$188,688.06)	\$36,846.81	
GPA Consulting	\$164,089.31	(\$164,089.31)	\$0.00	
Group Delta Consultants	\$399,943.81	(\$255,065.80)	\$144,878.01	
Guida Surveying, Inc	\$240,111.98	(\$23,056.81)	\$217,055.17	
Hamner, Jewell & Associates	\$249,696.72	(\$122,697.39)	\$126,999.33	
Kimley Horn & Associates	\$477,769.24	(\$119,311.61)	\$358,457.63	
Kennedy/Jenks Consultants	\$202,252.85	(\$58,896.65)	\$143,356.20	
LIN Consulting	\$68,490.51	(\$33,987.23)	\$34,503.28	
Padre & Associates	\$0.00	(\$5.00)	(\$5.00)	
PacRim Engineering	\$100,491.77	(\$193,008.68)	(\$92,516.91)	
Tatsumi & Partners	\$137,570.72	(\$115,935.55)	\$21,635.17	
Total Subcontractors/Suppliers (Cost to Complete)			\$2,276,830.87	
Total Subcontractors/Suppliers Remaining Balance			(\$1,313,895.36)	
5. Other Direct Costs*			\$32,025.00	
6. General & Admin. Expense (of Item No. 4)	0%		\$0.00	
7. Fee	10%		\$328,534.26	
TOTAL COST AND FEE TO COMPLETE PROJECT			\$5,927,992.78	
REMAINING BALANCE			(\$2,871,112.12)	
TOTAL ESTIMATED AMENDMENT COST AND FEE			\$3,056,880.66	
* Itemize items on second page				
** Attached pricing forms for all proposed subcontractors				

TEAM BREAKDOWN

TASK	DESCRIPTION		WKE	Douglas	Epic	Fugro	GPA	Group Delta	Guida	HJA	KHA	KJC	LIN	PacRim	Padre	Tatsumi	TOTAL HOURS	COST
2.2-5	Update Sign Plans	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	147	\$15,435	0	\$0	\$0	\$0	147	\$15,435
2.2-5a	Update Sign Plans	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	89	\$9,768	0	\$0	\$0	\$0	89	\$9,768
2.2-5b	Update Sign Details	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	35	\$3,542	0	\$0	\$0	\$0	35	\$3,542
2.2-5c	Update Sign Quantities	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	23	\$2,125	0	\$0	\$0	\$0	23	\$2,125
2.2-6	Update Electrical Lighting, Signals	KHA/LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100	\$12,579	0	\$0	\$0	\$0	250	\$16,913
2.2-6a	Update Traffic Signals	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100	\$12,579	0	\$0	\$0	\$0	100	\$12,579
2.2-6b	Update Modifying Existing Electrical Systems	LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	105	\$2,845	0	\$0	105	\$2,845
2.2-6c	Update Electrical System Details	LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	30	\$1,282	0	\$0	30	\$1,282
2.2-6d	Update Electrical System Quantities	LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	15	\$209	0	\$0	15	\$209
2.2-7	Update Irrigation Plans	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	122	-\$23,665.72
2.2-7a	Update Irrigation Removals	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	37	-\$8,279
2.2-7b	Update Irrigation Plans	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	68	-\$11,550
2.2-7c	Update Irrigation Quantities	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	17	-\$3,837
2.2-8	Update Bridge Plans	WKE/Tatsumi	1230	\$10,067	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	47	-\$6,615.77
2.2-8a	Rice Avenue Overcrossing	WKE	990	\$7,488	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	990	\$7,488
2.2-8b	Update Aesthetics Structures Details	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	47	-\$6,616
2.2-8c	Bridge Independent Check	WKE	240	\$2,579	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	240	\$2,579
2.2-9	Update Retaining Wall Plans	Various	0	-\$126,853	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$86,204	0	\$0	53	-\$10,420.26
2.2-9a	Update Retaining Wall Key Map	WKE	0	-\$2,067	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	-\$2,067
2.2-9b	Retaining Wall 1	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$54,596	0	\$0	-\$54,596
2.2-9c	Retaining Wall 2	PacRim	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
2.2-9d	Retaining Wall 3	PacRim	0	-\$38,189	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	-\$38,189
2.2-9e	Retaining Wall 4	WKE/PacRim	0	-\$43,299	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$29,693	0	\$0	-\$72,992
2.2-9f	Retaining Wall 5	WKE/PacRim	0	-\$43,299	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$34,189	0	\$0	-\$77,488
2.2-9g	Update Aesthetics Wall Details	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	53	-\$10,420
2.2-9h	Retaining Wall 1 - Alternative 3B	PacRim	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$32,274	0	\$0	\$32,274
2.2-10	Update Utility Plans	WKE/KJC	480	\$60,726	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	928	\$128,146
2.2-10a	Update Utility Sheets	WKE	130	\$14,483	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	130	\$14,483
2.2-10b	Utility Coordination	WKE	250	\$34,803	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	250	\$34,803
2.2-10c	Update Utility Conflict Matrix	WKE	100	\$11,440	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	100	\$11,440
2.2-10d	City Sewer Line	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	114	\$17,648
2.2-10e	City Water Line	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	223	\$35,223
2.2-10f	United Water Conservation District Water Line	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	111	\$15,973
2.2-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$1,425	0	\$0	-\$1,425
2.2-11	Construction Schedule	WKE	140	\$1,511	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	140	\$1,511
2.2-12	Utility and ROW Update	WKE	40	\$357	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	40	\$357
2.2-13	Update SWDR	WKE	72	\$518	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	72	\$518
2.2-14	Environmental Commitment Record (ECR)	WKE/GPA	256	\$46,058	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1,289	\$46,058
2.2-14a	Environmental Commitment Record (ECR)	WKE	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	388	\$0
2.2-14b	Environmental Mitigation	WKE	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	95	\$0
2.2-14c	Environmental Document Re-Validation	WKE/GPA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	550	\$0
2.2-14d	Supplemental Project Report	WKE	256	\$46,058	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	256	\$46,058
2.2-15	Update TMP	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	59	\$6,474	0	\$0	\$0	\$0	59	\$6,474
2.2-16	CPUC GO 88B application and Section 190 funding request	Douglas	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
2.2-17	Update Drainage Report	WKE	72	\$518	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	72	\$518
2.2-18	Constructability Review	WKE	120	\$7,841	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	120	\$7,841
2.2-19	QA/QC	WKE	1060	\$77,357	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	1,060	\$77,357
2.3	100% PS&E SUBMITTAL	Various	1746	-\$17,899	0	\$0	\$0	\$0	\$0	\$0	424	-\$5,719	195	-\$11,996	90	\$1,675	10	-\$3,003
2.3-1	Final Roadway Plans	WKE/Guida	305	\$108	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	305	\$108
2.3-1a	Final Title Sheet	WKE	8	\$68	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	8	\$68
2.3-1b	Final Typical Cross Sections	WKE	40	\$319	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	40	\$319
2.3-1c	Final Key Map & Line Index	WKE	4	\$35	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	4	\$35
2.3-1d	Final Project Controls	Guida	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
2.3-1e	Final Layout Plans	WKE	42	\$363	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	42	\$363
2.3-1f	Final Profiles and Superelevation Diagrams	WKE	30	\$194	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	30	\$194
2.3-1g	Final Construction Details	WKE	114	-\$1,384	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	114	-\$1,384
2.3-1g.1	Final Removals	WKE	40	\$319	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	40	\$319
2.3-1g.2	Final Intersections and Curb Ramps	WKE	14	-\$2,118	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	14	-\$2,118
2.3-1g.3	Final Misc Details	WKE	60	\$414	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	60	\$414
2.3-1h	Final Contour Grading Plans	WKE	42	\$320	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	42	\$320
2.3-1i	Final Summary of Quantities	WKE	25	\$193	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	25	\$193

TASK	DESCRIPTION		WKE		Douglas	Epic	Fugro	GPA	Group Delta	Guida	HJA	KHA	KJC	LIN	PacRm	Padre	Tatsumi	TOTAL HOURS	COST
2.3-14	QA/QC	WKE	580	\$11,621	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$11,621
2.4	Right of Way Documentation and Engineering	Various	140	\$29,070	91	\$10,617	0	-\$31,468	0	\$0	0	\$0	1217	\$218,075	420	\$17,708	0	\$0	\$1,868
2.4-1	Activities	Various	140	\$29,070	0	\$0	0	-\$31,468	0	\$0	0	\$0	1217	\$218,075	420	\$69,197	0	\$0	\$1,777
2.4-1a	Perform Record Data Search	HJA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$9,885	0	\$0	0	\$0	\$9,885
2.4-1b	Acquire Title Reports	HJA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
2.4-1c	Perform Land Net Recovery and Field Ties	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
2.4-1d	Prepare Land Net Map - "Before Condition" Record of Survey	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
2.4-1e	Perform Monument Perpetuation Surveys	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
2.4-1f	Prepare Right-of-Way Appraisal Maps	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	288	\$52,779	0	\$0	0	\$0	\$52,779
2.4-1g	Prepare Acquisition Documents	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	46	\$8,998	0	\$0	0	\$0	\$8,998
2.4-1h	Prepare Resolution of Necessity Legal Description and Plats	HJA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
2.4-1i	Prepare Director's Deed and Plats	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	198	\$37,031	0	\$0	0	\$0	\$37,031
2.4-1j	Prepare Utility Legal Description and Plat	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	278	\$50,951	0	\$0	0	\$0	\$50,951
2.4-1k	Prepare Parcel Files	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	26	\$4,514	0	\$0	0	\$0	\$4,514
2.4-1l	Prepare appraisals	HJA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	110	\$18,123	0	\$0	0	\$0	\$18,123
2.4-1m	Prepare secondary appraisals	EPIC	0	\$0	0	\$0	0	-\$31,468	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	-\$31,468
2.4-1n	Prepare Right-of-Way Requirement Maps (PD-26)	Guida	140	\$29,070	0	\$0	0	\$0	0	\$0	0	\$0	48	\$9,736	0	\$0	0	\$0	\$38,806
2.4-1o	Additional Design Survey	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	333	\$54,066	0	\$0	0	\$0	\$54,066
2.4-1p	Acquire Right of Entry Permits	HJA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$41,188
2.4-2	Right of Way Acquisition	HJA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	-\$51,489
SUBTOTAL - Task 2 - Plan Preparation			14,289	\$1,398,824	91	\$10,617	0	-\$31,468	0	\$0	1,033	\$0	0	\$0	1,265	\$224,173	420	\$17,708	\$2,048,444
TASK 3 - SPECIFICATION PREPARATION																			
3.1	Bid Specifications	Various	748	\$42,691	0	\$0	0	\$0	0	\$0	85	\$0	0	\$0	0	\$0	170	\$18,343	\$77,734
3.1a	65% Specifications	Various	217	\$38,088	0	\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	55	\$10,098	\$61,779
3.1b	95% Specifications	Various	388	\$3,492	0	\$0	0	\$0	0	\$0	42	\$0	0	\$0	0	\$0	85	\$6,570	\$10,316
3.1c	100% Specifications	Various	143	\$1,111	0	\$0	0	\$0	0	\$0	42	\$0	0	\$0	0	\$0	30	\$1,675	\$5,638
SUBTOTAL - Task 3 - Specification Preparation			748	\$42,691	0	\$0	0	\$0	0	\$0	85	\$0	0	\$0	0	\$0	170	\$18,343	\$77,734
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST																			
4.1	Engineer's Estimate	Various	899	\$103,827	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	205	\$17,272	47	\$9,897	\$105,723
4.1a	65% Engineer's Estimate	Various	599	\$100,657	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	90	\$13,513	28	\$5,884	\$131,426
4.1b	95% Engineer's Estimate	Various	184	\$1,968	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	80	\$3,637	14	\$2,942	-\$26,148
4.1c	100% Engineer's Estimate	Various	116	\$1,227	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	35	\$122	5	\$1,071	\$469
4.1d	Alt 3a and 3b Engineer's Estimate	WKE	0	-\$25	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	-\$25
SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost			899	\$103,827	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	205	\$17,272	47	\$9,897	\$105,723
TASK 5 - GEOTECHNICAL INVESTIGATION																			
5.1	Geotechnical and Foundation Reports	Fugro	0	\$0	0	\$0	0	\$0	792	-\$18,372	0	\$0	1019	\$43,767	0	\$0	0	\$0	\$25,395
5.1a	Geotechnical Design Report (GDR)	Fugro	0	\$0	0	\$0	0	\$0	78	\$724	0	\$0	0	\$0	0	\$0	0	\$0	\$724
5.1b	Percolation Testing (4 Locations)	Fugro	0	\$0	0	\$0	0	\$0	46	\$342	0	\$0	0	\$0	0	\$0	0	\$0	\$342
5.1c	Foundation Reports for Bridges, Retaining, and Sound Wall, OH Signs	Fugro	0	\$0	0	\$0	0	\$0	365	-\$35,790	0	\$0	0	\$0	0	\$0	0	\$0	-\$35,790
5.1d	Materials Report	Fugro	0	\$0	0	\$0	0	\$0	61	\$4,328	0	\$0	0	\$0	0	\$0	0	\$0	\$4,328
5.1e	Final Geotechnical Investigation Report	Fugro	0	\$0	0	\$0	0	\$0	242	\$12,024	0	\$0	0	\$0	0	\$0	0	\$0	\$12,024
5.1f	Additional Testing for Hazardous Materials	Fugro	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
5.1g	Extended Hazardous Materials Testing	Fugro	0	\$0	0	\$0	0	\$0	0	\$0	1,019	\$43,767	0	\$0	0	\$0	0	\$0	\$43,767
SUBTOTAL - Task 5 - Geotechnical Investigation			0	\$0	0	\$0	0	\$0	792	-\$18,372	0	\$0	1,019	\$43,767	0	\$0	0	\$0	\$25,395
TASK 6 - PERMITTING																			
6.1	Permit Applications	WKE	344	\$5,062	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$5,062
6.2	Fact Sheets	WKE	621	\$119,385	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$119,385
SUBTOTAL - Task 6 - Permitting			965	\$124,447	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$124,447

TASK	DESCRIPTION		WKE	Douglas	Epic	Fugro	GPA	Group Delta	Guida	HJA	KHA	KJC	LIN	PadRm	Padre	Tatsumi	TOTAL HOURS	COST
TASK 7 - BID AND CONSTRUCTION SUPPORT																		
7.1	Pre-Construction Meeting	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.2	Partnering Workshop	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.4	Shop Drawing and Submittal Review	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.5	Additional drawings at Caltrans Request	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.6	Site Visits/Construction Meetings	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.7	Respond to Inquiries/ RFIs	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.8	Change Order Preparation and Review, CRIP Reviews	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.9	Develop As-Built's and Final Record Drawing Plans	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.11	Deliver Project Files	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.12	Post Audits	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.13	CPUC Section 190 Reimbursement to City; & file Form G	Douglas	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.14	Railroad 5% Mandatory Contribution Payment(s) to City	Douglas	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL - Task 7 - Bid and Construction Support			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL Design Phase (Tasks 1 thru 6)			19,821	\$2,071,727	91	\$10,617	0	-\$31,468	792	-\$18,372	1,117	\$0	1,019	\$43,767	1,265	\$224,173	420	\$2,783,681
SUBTOTAL Construction Phase (Task 7)			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL Other Direct Cost			0	\$22,218	0	\$262.00	0	-\$185.30	0	\$55,219.29	0	\$0	0	\$11,270	0	\$1,139	0	\$199,116
SUBTOTAL Subconsultants			0	\$0	0	\$0	0	-\$7,500	0	\$0	0	\$0	0	\$89,841	0	-\$8,256	0	\$74,084
TOTAL			19,821	\$2,093,945.15	91	\$10,879.08	0	-\$39,153.27	792	\$36,846.81	1,117	\$0.00	1,019	\$144,878.01	1,265	\$217,055.17	420	\$3,056,880.66

WKE

CONTRACT PRICING PROPOSAL			Page <u> 2 </u> of <u> 2 </u>
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$20.00	Parking	31	\$620.00
\$0.580	Mileage	8000	\$4,640.00
		3a. TOTAL	\$5,260.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.10	Printing (8.5"x11" Black & White)	1,890	\$189.00
\$0.20	Printing (11"x17" Black & White)	25,500	\$5,100.00
\$0.40	Printing (8.5"x11" Color)	28,500	\$11,400.00
\$0.80	Printing (11"x17" Color)	1,920	\$1,536.00
\$11.00	Full Color Presentation Exhibits	800	\$8,800.00
\$2,000.00	Potholes		\$0.00
\$10.00	Printing (24"x36" Black & White 4-Mil Mylar Prints)	500	\$5,000.00
		5. TOTAL	\$32,025.00
TYPE NAME AND TITLE			
Carlos Cadena, Senior Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
WKE, Inc.			

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$307.04	\$263.41	\$237.37	\$237.72	\$189.06	\$129.97	\$88.26	\$101.41	\$78.05				
TASK 1 - PROJECT MANAGEMENT															
1.1-1	Coordination/Administration	WKE	434	296	296	590	172	0	0	0	388	2176	\$484,544.44	-\$239,854.28	\$244,690.16
1.1-1a	Coordination and Meetings	WKE	248	248	248	248	124					1,116	\$282,738	-\$120,122	\$162,616.46
1.1-1b	Administration	WKE									248	248	\$19,357	-\$4,587	\$14,770.09
1.1-1c	Site Visits	WKE		48	48	48	48					192	\$44,523	-\$39,644	\$4,879.06
1.1-1d	Maintain Project Files/Document Control	WKE				108					140	248	\$36,601	-\$15,600	\$21,000.89
1.1-1e	Subconsultant Coordination & Contracts/Agreements	WKE	186			186						372	\$101,326	-\$59,902	\$41,423.66
1.1-3	Project Schedule	WKE	186			186						372	\$101,326	-\$12,912	\$88,414.17
1.1-4	Monthly Progress Reports and Invoices	WKE	88	88	88	108						372	\$96,762	-\$27,929	\$68,833.30
SUBTOTAL Task 1 - Project Management			708	384	384	884	172	0	0	0	388	2,920	\$682,632	-\$280,695	\$401,938
TASK 2 - PLAN PREPARATION															
2.1	65% PS&E SUBMITTAL	Various	63	638	481	1009	1092	1615	1271	466	0	6635	\$1,117,213	\$0	\$1,117,212.71
2.1-0	35% PS&E (Geometric Design and BSDS)	WKE	28	280	70	280	140		140			938	\$204,354		\$204,354.06
2.1-1	Roadway Plans	WKE/Guida	10	208	10	383	259	516	496	16	0	1898	\$312,708	\$0	\$312,707.78
2.1-1a	Title Sheet	WKE		6		6		20				32	\$5,606		\$5,606.13
2.1-1b	Typical Cross Sections	WKE		20		30		35	37			122	\$20,214		\$20,214.27
2.1-1c	Key Map & Line Index	WKE		2		2		8	8			20	\$2,748		\$2,748.08
2.1-1e	Layout Plans	WKE		30		40	50	33	33			186	\$34,065		\$34,065.37
2.1-1f	Profiles and Superelevation Diagrams	WKE		30	10	40	45	50	50			225	\$39,204		\$39,203.65
2.1-1g	Construction Details	WKE	10	85	0	175	164	265	263	16	0	978	\$157,342	\$0	\$157,342.38
2.1-1g.1	Removals	WKE		20		35	55	70	70			250	\$39,262		\$39,262.31
2.1-1g.2	Intersections and Curb Ramps	WKE	10	25		76	69	30	28			238	\$47,137		\$47,137.43
2.1-1g.3	Misc Details	WKE		40		64	40	165	165	16		490	\$70,943		\$70,942.63
2.1-1h	Contour Grading Plans	WKE		20		60		60	60			200	\$32,625		\$32,624.95
2.1-1i	Summary of Quantities	WKE		15		30		45	45			135	\$20,903		\$20,902.95
2.1-2	Drainage Plans	WKE/Tatsumi	0	7	361	20	403	495	2	0	0	1,288	\$232,988	\$0	\$232,988.23
2.1-2a	Drainage Report	WKE					60	60				120	\$19,141		\$19,141.34
2.1-2b	Drainage Plans, Profiles, Details, and Quantities	WKE	0	7	311	20	343	355	2	0	0	1038	\$191,581	\$0	\$191,581.03
2.1-2b.1	Drainage Plans	WKE		7	71	20	140	85	2			325	\$61,143		\$61,142.96
2.1-2b.2	Drainage Profiles	WKE			80		80	120				280	\$49,710		\$49,710.05
2.1-2b.3	Drainage Details	WKE			80		50	50				180	\$34,941		\$34,940.69
2.1-2b.4	Drainage Quantities	WKE			50		35	60				145	\$26,283		\$26,283.45
2.1-2b.5	Temporary Drainage Plans, Profiles, Details, and Quantities	WKE			30		38	40				108	\$19,504		\$19,503.88
2.1-2c	Temporary Water Pollution Control Plans	WKE			50			80				130	\$22,266		\$22,265.85
2.1-4	Pavement Delineation Plans	WKE	0	21	0	24	0	70	83	0	0	198	\$27,660	\$0	\$27,660.17
2.1-4a	Pavement Delineation Plans	WKE		8		8		35	48			99	\$12,794		\$12,794.37
2.1-4b	Pavement Delineation Details	WKE		5		8		15	15			43	\$6,492		\$6,492.21
2.1-4c	Pavement Delineation Quantities	WKE		8		8		20	20			56	\$8,374		\$8,373.59
2.1-8	Bridge Plans (Unchecked Details)	WKE/Tatsumi	0	70	0	80	120	260	180	290	0	1,000	\$139,229	\$0	\$139,229.18
2.1-8a	Rice Avenue Overcrossing	WKE		60		60	120	200	180	250		870	\$119,986		\$119,986.39
2.1-8c	General Plan - Alternative 3B	WKE		10		20		60		40		130	\$19,243		\$19,242.79
2.1-10	Utility Plans	WKE/KJC	0	8	0	36	0	80	40	0	0	164	\$24,593	\$0	\$24,592.91
2.1-10a	Utility Sheets	WKE		4		8		20	20			52	\$7,320		\$7,319.93
2.1-10b	Utility Coordination	WKE		4		8		20	20			52	\$7,320		\$7,319.93
2.1-10c	Update Utility Conflict Matrix	WKE				20		40				60	\$9,953		\$9,953.04
2.1-12	Storm Water Data Report	WKE	5	4		6	10	10	10			45	\$8,088		\$8,088.00
2.1-13	Constructability Review	WKE				20		24				44	\$7,874		\$7,873.56
2.1-14	QA/QC	WKE	20	40	40	160	160	160	320	160		1,060	\$159,719		\$159,718.82

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
2.2	95% PS&E SUBMITTAL	Various	93	419	424	1030	753	1573	1076	400	0	5,768	\$966,747	-\$696,307	\$270,439.68
2.2-1	Update Roadway Plans	WKE/Guida	1	107	0	168	171	345	322	0	0	1114	\$174,016	-\$40,059	\$133,956.16
2.2-1a	Update Title Sheet	WKE	1	4		6	14	20				45	\$8,033	-\$1,289	\$6,743.92
2.2-1b	Update Typical Cross Sections	WKE		9		40	49	49	32			179	\$30,336	-\$4,868	\$25,467.41
2.2-1c	Update Key Map & Line Index	WKE							16			16	\$1,412	-\$227	\$1,185.53
2.2-1e	Update Layout Plans	WKE		18		18	20	58	42			156	\$24,046	-\$3,859	\$20,187.40
2.2-1f	Update Profiles and Superelevation Diagrams	WKE		18		26	26	50	50			170	\$26,749	-\$4,293	\$22,456.11
2.2-1g	Update Construction Details	WKE	0	40	0	46	42	70	82	0	0	280	\$45,747	-\$8,590	\$37,156.86
2.2-1g.1	Update Removals	WKE		22		18	18	30	42			130	\$21,083	-\$3,383	\$17,699.46
2.2-1g.2	Update Intersections and Curb Ramps	WKE		8		8	4	10	10			40	\$6,948	-\$2,222	\$4,725.84
2.2-1g.3	Update Misc Details	WKE		10		20	20	30	30			110	\$17,716	-\$2,985	\$14,731.55
2.2-1h	Update Contour Grading Plans	WKE		10		20	20	58	60			168	\$24,003	-\$3,852	\$20,151.12
2.2-1i	Update Summary of Quantities	WKE		8		12		40	40			100	\$13,689	-\$13,081	\$607.82
2.2-2	Update Drainage Plans	WKE/Tatsumi	0	0	240	0	190	510	0	0	0	940	\$159,172	-\$129,804	\$29,368.23
2.2-2b	Update Drainage Plans, Profiles, Details, and Quantities	WKE	0	0	160	0	150	450	0	0	0	760	\$124,823	-\$102,405	\$22,417.97
2.2-2b.1	Update Drainage Plans	WKE			60		30	130				220	\$36,810	-\$29,024	\$7,785.33
2.2-2b.2	Update Drainage Profiles	WKE			30		30	140				200	\$30,988	-\$24,718	\$6,270.07
2.2-2b.3	Update Drainage Details	WKE			30		30	80				140	\$23,190	-\$18,498	\$4,692.24
2.2-2b.4	Update Drainage Quantities	WKE			20		40	60				120	\$20,108	-\$19,215	\$892.81
2.2-2b.5	Update Temporary Drainage Plans, Profiles, Details, and Quantities	WKE			20		20	40				80	\$13,727	-\$10,950	\$2,777.52
2.2-2c	Update Temporary Water Pollution Control Plans	WKE			80		40	60				180	\$34,350	-\$27,400	\$6,950.26
2.2-4	Update Pavement Delineation Plans	WKE	0	28	0	64	68	84	0	0	0	244	\$46,363	-\$17,348	\$29,014.29
2.2-4a	Update Pavement Delineation Plans	WKE		20		40	40	60				160	\$30,137	-\$7,050	\$23,087.25
2.2-4b	Update Pavement Delineation Details	WKE		4		12	12	8				36	\$7,215	-\$1,688	\$5,526.95
2.2-4c	Update Pavement Delineation Quantities	WKE		4		12	16	16				48	\$9,011	-\$8,611	\$400.09
2.2-8	Update Bridge Plans	WKE/Tatsumi	0	60	0	320	130	240	240	240	0	1,230	\$193,164	-\$183,097	\$10,067.16
2.2-8a	Rice Avenue Overcrossing	WKE		20		120	130	240	240	240		990	\$135,084	-\$127,595	\$7,488.32
2.2-8b	Update Aesthetics Structures Details	Tatsumi										0	\$0	\$0	\$0.00
2.2-8c	Bridge Independent Check	WKE		40		200						240	\$58,080	-\$55,501	\$2,578.84
2.2-9	Update Retaining Wall Plans	Various	0	0	0	0	0	0	0	0	0	0	\$0	-\$126,853	-\$126,853.34
2.2-9a	Update Retaining Wall Key Map	WKE										0	\$0	-\$2,067	-\$2,067.45
2.2-9b	Retaining Wall 1	PacRim										0	\$0		\$0.00
2.2-9c	Retaining Wall 2	N/A										0	\$0		\$0.00
2.2-9d	Retaining Wall 3	WKE										0	\$0	-\$38,189	-\$38,188.53
2.2-9e	Retaining Wall 4	WKE/PacRim										0	\$0	-\$43,299	-\$43,298.68
2.2-9f	Retaining Wall 5	WKE/PacRim										0	\$0	-\$43,299	-\$43,298.68
2.2-9g	Update Aesthetics Wall Details	Tatsumi										0	\$0		\$0.00
2.2-9h	Retaining Wall 1 - Alternative 3B	PacRim										0	\$0		\$0.00
2.2-10	Update Utility Plans	WKE/KJC	0	70	80	120	0	120	90	0	0	480	\$89,494	-\$28,768	\$60,726.29
2.2-10a	Update Utility Sheets	WKE		20	30	20		20	40			130	\$23,273	-\$8,790	\$14,482.99
2.2-10b	Utility Coordination	WKE		50	50	50		50	50			250	\$47,836	-\$13,034	\$34,802.85
2.2-10c	Update Utility Conflict Matrix	WKE				50		50				100	\$18,384	-\$6,944	\$11,440.45
2.2-11	Construction Schedule	WKE		30	50	60						140	\$34,034	-\$32,523	\$1,511.16
2.2-12	Utility and ROW Update	WKE		4	6	10	10	10				40	\$8,045	-\$7,688	\$357.22
2.2-13	Update SWDR	WKE	4		4	12	12	20	20			72	\$11,663	-\$11,146	\$517.88
2.2-14	ECR, Re-Validation, and Supplemental Project Report	WKE/GPA	24	0	0	104	0	64	64	0	0	256	\$46,058	\$0	\$46,058.21
2.2-14d	Supplemental Project Report	WKE	24			104		64	64			256	\$46,058		\$46,058.21
2.2-17	Update Drainage Report	WKE	4		4	12	12	20	20			72	\$11,663	-\$11,146	\$517.88
2.2-18	Constructability Review	WKE	40	80								120	\$33,355	-\$25,513	\$7,841.48
2.2-19	QA/QC	WKE	20	40	40	160	160	160	320	160		1,060	\$159,719	-\$82,362	\$77,357.05

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer ₂	Senior Project Engineer ₁	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
2.3	100% PS&E SUBMITTAL	Various	44	176	160	242	142	481	361	140	0	1,746	\$290,796	-\$308,695	-\$17,898.57
2.3-1	Final Roadway Plans	WKE/Guida	0	56	0	80	0	84	85	0	0	305	\$52,188	-\$52,080	\$108.24
2.3-1a	Final Title Sheet	WKE		2		2		4				8	\$1,522	-\$1,455	\$67.58
2.3-1b	Final Typical Cross Sections	WKE		10		10		10	10			40	\$7,194	-\$6,874	\$319.40
2.3-1c	Final Key Map & Line Index	WKE		2				2				4	\$787	-\$752	\$34.93
2.3-1e	Final Layout Plans	WKE		10		16		8	8			42	\$8,183	-\$7,820	\$363.36
2.3-1f	Final Profiles and Superelevation Diagrams	WKE		4		4		10	12			30	\$4,363	-\$4,170	\$193.74
2.3-1g	Final Construction Details	WKE	0	20	0	24	0	34	36	0	0	114	\$18,570	-\$19,954	-\$1,384.46
2.3-1g.1	Final Removals	WKE		10		10		10	10			40	\$7,194	-\$6,874	\$319.40
2.3-1g.2	Final Intersections and Curb Ramps	WKE		2		2		4	6			14	\$2,052	-\$4,170	-\$2,117.88
2.3-1g.3	Final Misc Details	WKE		8		12		20	20			60	\$9,324	-\$8,910	\$414.02
2.3-1h	Final Contour Grading Plans	WKE		4		16		10	12			42	\$7,216	-\$6,896	\$320.40
2.3-1i	Final Summary of Quantities	WKE		4		8		6	7			25	\$4,353	-\$4,160	\$193.28
2.3-2	Final Drainage Plans	WKE/Tatsumi	0	0	100	0	0	180	20	0	0	300	\$48,896	-\$46,725	\$2,171.07
2.3-2a	Final Drainage Plans, Profiles, Details, and Quantities	WKE	0	0	80	0	0	110	20	0	0	210	\$35,051	-\$33,495	\$1,556.32
2.3-2a.1	Final Drainage Plans	WKE			20			40				60	\$9,946	-\$9,504	\$441.62
2.3-2a.2	Final Drainage Profiles	WKE			20			20	20			60	\$9,112	-\$8,707	\$404.58
2.3-2a.3	Final Drainage Details	WKE			20			20				40	\$7,347	-\$7,021	\$326.21
2.3-2a.4	Final Drainage Quantities	WKE			12			18				30	\$5,188	-\$4,957	\$230.35
2.3-2a.5	Final Temporary Drainage Plans, Profiles, Details, and Quantities	WKE			8			12				20	\$3,459	-\$3,305	\$153.56
2.3-2b	Final Temporary Water Pollution Control Plans	WKE			20			70				90	\$13,845	-\$13,230	\$614.74
2.3-4	Final Pavement Delineation Plans	WKE	0	12	0	12	0	37	0	0	0	61	\$10,822	-\$10,342	\$480.53
2.3-4a	Final Pavement Delineation Plans	WKE		8		8		24				40	\$7,128	-\$6,812	\$316.50
2.3-4b	Final Pavement Delineation Details	WKE		2		2		5				9	\$1,652	-\$1,579	\$73.36
2.3-4c	Final Pavement Delineation Quantities	WKE		2		2		8				12	\$2,042	-\$1,951	\$90.67
2.3-8	Final Bridge Plans	WKE/Tatsumi	0	40	0	40	50	58	60	60	0	308	\$48,416	-\$46,266	\$2,149.75
2.3-8a	Rice Avenue Overcrossing	WKE		40		40	50	58	60	60		308	\$48,416	-\$46,266	\$2,149.75
2.3-9	Final Retaining Wall Plans	Various	0	0	0	0	0	0	0	0	0	0	\$0	-\$36,096	-\$36,095.67
2.3-9a	Final Retaining Wall Key Map	WKE										0	\$0	-\$687.42	-\$687.42
2.3-9d	Retaining Wall 3	WKE										0	\$0	-\$11,803	-\$11,802.75
2.3-9e	Retaining Wall 4	WKE/PacRim										0	\$0	-\$11,803	-\$11,802.75
2.3-9f	Retaining Wall 5	WKE/PacRim										0	\$0	-\$11,803	-\$11,802.75
2.3-10	Final Utility Plans	WKE/KJC	0	8	16	18	0	22	16	0	0	80	\$14,456	-\$13,814	\$641.85
2.3-10a	Final Utility Sheets	WKE		4	8	8		8	8			36	\$6,600	-\$6,307	\$293.05
2.3-10b	Utility Coordination	WKE		4	8	8		8	8			36	\$6,600	-\$6,307	\$293.06
2.3-10c	Update Utility Conflict Matrix	WKE				2		6				8	\$1,255	-\$1,200	\$55.74
2.3-12	Final Reports	WKE/KHA	4	0	4	12	12	20	20	0	0	72	\$11,663	-\$11,146	\$517.88
2.3-12a	Final Drainage Report	WKE		2		6	6	10	10			36	\$5,832	-\$5,573	\$258.93
2.3-12b	Final SWDR	WKE		2		6	6	10	10			36	\$5,832	-\$5,573	\$258.94
2.3-13	Final Construction Schedule	WKE	20	20								40	\$11,409	-\$10,903	\$506.58
2.3-14	QA/QC	WKE	20	40	40	80	80	80	160	80		580	\$92,946	-\$81,324	\$11,621.21
2.4	Right of Way Documentation and Engineering	Various	0	35	0	0	105	0	0	0	0	140	\$29,070	\$0	\$29,070.29
2.4-1	Activities	Various	0	35	0	0	105	0	0	0	0	140	\$29,070	\$0	\$29,070.29
2.4-1n	Prepare Right-of-Way Requirement Maps (PD-26)	Guida		35			105					140	\$29,070		\$29,070.29
2.4-2	Right of Way Acquisition	HJA										0	\$0		\$0.00
	SUBTOTAL - Task 2 - Plan Preparation		200	1,268	1,065	2,281	2,092	3,669	2,708	1,006	0	14,289	\$2,403,826	-\$1,005,002	\$1,398,824.11

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION															
3.1	Bid Specifications	Various	0	100	8	150	240	250	0	0	0	748	\$141,763	-\$99,072	\$42,691.12
3.1a	65% Specifications	Various		10		30	90	87				217	\$38,088		\$38,087.78
3.1b	95% Specifications	Various		80	8	100	100	100				388	\$78,646	-\$75,154	\$3,492.00
3.1c	100% Specifications	Various		10		20	50	63				143	\$25,029	-\$23,918	\$1,111.34
SUBTOTAL - Task 3 - Specification Preparation													\$141,763.05	-\$99,071.93	\$42,691.12
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST															
4.1	Engineer's Estimate	Various	0	88	136	245	150	140	140	0	0	899	\$172,614	-\$68,786	\$103,827.33
4.1a	65% Engineer's Estimate	Various		44	18	110	150	140	137			599	\$100,657		\$100,657.08
4.1b	95% Engineer's Estimate	Various		24	80	80						184	\$44,329	-\$42,361	\$1,968.27
4.1c	100% Engineer's Estimate	Various		20	38	55			3			116	\$27,628	-\$26,401	\$1,226.71
4.1d	Alt 3a and 3b Engineer's Estimate	Various										0	\$0	-\$25	-\$24.73
SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost													\$172,614	-\$68,786	\$103,827.33
TASK 6 - PERMITTING															
6.1	Permit Applications	WKE	98	198		48						344	\$93,657	-\$88,595	\$5,061.80
6.2	Fact Sheets	WKE	24		287		164		146			621	\$119,385		\$119,385.14
SUBTOTAL - Task 6 - Permitting													\$213,042	-\$88,595	\$124,446.94
SUBTOTAL Design Phase (Tasks 1 thru 6)			1,030	2,038	1,880	3,608	2,818	4,059	2,994	1,006	388	19,821	\$3,613,877	-\$1,542,149.78	\$2,071,727.13
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0.00
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	0	\$37,285	-\$15,067	\$22,218.02
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	0	\$0	\$0	
TOTAL			1,030	2,038	1,880	3,608	2,818	4,059	2,994	1,006	388	19,821	\$3,651,161.91	-\$1,557,216.76	\$2,093,945.15

DOUGLAS ENGINEERING

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant **Douglas Engineering, Inc**Project No. **133101**Contract No. **PW 18-47**Date **9/21/2019****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Douglas Mays	10	\$85.00	\$850.00
Engr Tech	Michael Mays	65	\$45.00	\$2,925.00
Engr Tech	Paul Mays	16	\$45.00	\$720.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$4,495.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$101.14

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$4,596.14**INDIRECT COSTS**d) Fringe Benefits (Rate: **0.00%**)

e) Total Fringe Benefits [(c) x (d)] \$0.00

f) Overhead (Rate: **0.00%**)

g) Overhead [(c) x (f)] \$0.00

h) General and Administrative (Rate: **110.00%**)

i) Gen & Admin [(c) x (h)] \$5,055.75

j) **Total Indirect Costs [(e) + (g) + (i)]** \$5,055.75**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** **10.00%**

\$965.19

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	150	Mile	\$0.580	\$87.00
Parking	1	EA	\$25.00	\$25.00
Plan Sheets (8.5"x11" Black & White on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (11"x17" Black & White on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (8.5"x11" Color on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (11"x17" Color on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (Full Color Presentation Exhibits on Bond)	0	EA	\$0.00	\$0.00
				\$0.00
Next Day Parcel Delivery	5		\$30.00	\$150.00
				\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$262.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$0.00

Subconsultant 2:

\$0.00

Subconsultant 3:

\$0.00

Subconsultant 4:

\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS[(l) + (m)]** \$262.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$10,879.08**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$4,495.00	91	=	\$49.40	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.40	+	3.0%	=	\$50.88	Year 2 Avg Hourly Rate
Year 2	\$50.88	+	3.0%	=	\$52.40	Year 3 Avg Hourly Rate
Year 3	\$52.40	+	3.0%	=	\$53.98	Year 4 Avg Hourly Rate
Year 4	\$53.98	+	3.0%	=	\$55.60	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	91.0	=	22.8	Estimated Hours Year 1
Year 2	75.00%	*	91.0	=	68.3	Estimated Hours Year 2
Year 3	0.00%	*	91.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	91.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	91.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	91.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.40	*	23	=	\$1,123.75	Estimated Hours Year 1
Year 2	\$50.88	*	68	=	\$3,472.39	Estimated Hours Year 2
Year 3	\$52.40	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.98	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.60	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$4,596.14	
Direct Labor Subtotal before Escalation				=	\$4,495.00	
Estimated total of Direct Labor Salary Increase				=	\$101.14	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Douglas H. Mays</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>9/21/2019</u>
Email:	<u>Dhmays@douglascivil.com</u>	Phone Number:	<u>909-335-8670</u>
Address:	<u>414 Tennessee St, Ste G, Redlands Ca 92373</u>		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EPIC LAND SOLUTIONS

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer Epic Land Solutions, Inc.		DIVISIONS/LOCATIONS Torrance, CA		
Home Office Address 2601 Airport Drive, Suite 115, Torrance, CA 90505		CONTRACT NO. RFP PW18-47		
Services to be Performed Right of Way Appraisals		TOTAL AMOUNT OF PROPOSAL (\$39,153.27)		
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Chief Appraiser	0	\$79.33	\$0	
Appraiser	0	\$43.27	\$0	
Administrative Support	0	\$24.04	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
Labor Cost	0		\$0	
Escalation	3%		\$0	
Total Direct Labor				\$0
2. Labor Overhead Rate	Rate			
	179.42%			
				\$0
3. Travel			Est. Cost (\$)	
a. Transportation			\$0	
b. Per Diem or Subsistence			\$0	
Total Travel				\$0
4. Subcontractors/Suppliers			Est. Cost (\$)	
FF&E Appraisal			\$0	
Total Subcontractors/Suppliers				\$0
5. Other Direct Costs				\$0
6. General & Admin. Expense				\$0
7. Fee	10%			\$0
TOTAL COST AND FEE TO COMPLETE PROJECT				\$0.00
REMAINING BALANCE				(\$39,153.27)
TOTAL ESTIMATED AMENDMENT COST AND FEE				(\$39,153.27)

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.545	Mileage		\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE			
HOLLY ROCKWELL			
NAME OF FIRM		DATE OF SUBMISSION	
Epic Land Solutions, Inc.		August 5, 2019	

TASK	DESCRIPTION	FIRM	Chief Appraiser	Appraiser	Administrative Support	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19		Project Average	\$247.49	\$134.99	\$75.00				
TASK 2 - PLAN PREPARATION									
2.4	Right of Way Documentation and Engineering	Various	0	0	0	0	\$0	-\$31,468	-\$31,468
2.4-1	Activities	Various	0	0	0	0	\$0	-\$31,468	-\$31,468
2.4-1m	Prepare secondary appraisals	EPIC				0	\$0	-\$31,468	-\$31,468
2.4-2	Right of Way Acquisition	HJA				0	\$0		\$0
	SUBTOTAL - Task 2 - Plan Preparation		0	0	0	0	\$0	-\$31,468	-\$31,468
SUBTOTAL Design Phase (Tasks 1 thru 6)							\$0	-\$31,468	-\$31,468
SUBTOTAL Construction Phase (Task 7)							\$0	\$0	\$0
SUBTOTAL Other Direct Cost							\$0	-\$185	-\$185
SUBTOTAL Subconsultants							\$0	-\$7,500	-\$7,500
TOTAL							\$0.00	-\$39,153.27	-\$39,153.27

FUGRO USA LAND

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	100	\$58.00
		3a. TOTAL	\$58.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$13,000.00	Geotechnical Laboratory Testing	1	\$13,000.00
\$825.00	Permitting (Ventura County)	1	\$825.00
\$53,200.00	Geotechnical Drilling	1	\$53,200.00
\$17,000.00	Geotechnical CPT Soundings	1	\$17,000.00
\$6,200.00	Investigation Derived Waste Disposal	1	\$6,200.00
\$4,600.00	Traffic Control	1	\$4,600.00
\$1,000.00	Concrete coring	1	\$1,000.00
\$500.00	PID Rental	1	\$500.00
		5. TOTAL	\$96,325.00
TYPE NAME AND TITLE			
NAME OF FIRM		DATE OF SUBMISSION	
Fugro USA Land		August 5, 2019	

TASK	DESCRIPTION	FIRM	Senior Principal	Principal	Associate	Senior	Senior Project	Project	Senior Staff	Staff	GIS Analyst	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
	Project Billing Rate (Burdened)	Project Average	\$0.00	\$244.98	\$201.54	\$170.55	\$155.99	\$137.20	\$119.26	\$105.05	\$151.23				
TASK 5 - GEOTECHNICAL INVESTIGATION															
5.1	Geotechnical and Foundation Reports	Fugro	0	72	151	0	299	0	200	0	70	792	\$129,152	-\$147,524	-\$18,372
5.1a	Geotechnical Design Report (GDR)	Fugro		10	20		18		18		12	78	\$13,250	-\$12,526	\$724
5.1b	Percolation Testing (4 Locations)	Fugro		2	4		16		20		4	46	\$6,782	-\$6,440	\$342
5.1c	Foundation Reports for Bridges, Retaining, and Sound Wall, OH Signs	Fugro		40	75		120		100		30	365	\$60,097	-\$95,887	-\$35,790
5.1d	Materials Report	Fugro		10	12		15		12		12	61	\$10,454	-\$6,126	\$4,328
5.1e	Final Geotechnical Investigation Report	Fugro		10	40		130		50		12	242	\$38,568	-\$26,545	\$12,024
		Fugro										0	\$0		\$0
		Fugro										0	\$0		\$0
	SUBTOTAL - Task 5 - Geotechnical Investigation		0	72	151	0	299	0	200	0	70	792	\$129,152	-\$147,524	-\$18,372
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$129,152	-\$147,524	-\$18,372
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0
SUBTOTAL Other Direct Cost													\$96,383	-\$41,164	\$55,219
SUBTOTAL Subconsultants													\$0	\$0	\$0
TOTAL													\$225,534.87	-\$188,688.06	\$36,846.81

GPA CONSULTANTS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$80.00	Travel	4	\$320.00
\$0.545	Mileage 2018	1600	\$872.00
\$0.580	Mileage 2019	546.4	\$316.91
(\$19.46)	Parking	1	(\$19.46)
		3a. TOTAL	\$1,489.45
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
\$20.00	Delivery (Revalidation Packages)	12	\$240.00
		5. TOTAL	\$240.00
TYPE NAME AND TITLE		SIGNATURE	
Richard Galvin, Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
GPA Consultants			

GPA Consultants

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Senior Environmental Planner	Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$255.73	\$136.60	\$132.88	\$79.82	\$74.50	\$154.99	\$126.68	\$96.87	\$83.82	\$117.97				
2.2	95% PS&E SUBMITTAL	Various	22	209	154	366	90	8	16	81	32	56	1,033	\$110,697	-\$110,697	\$0
2.2-14	Environmental Commitment Record (ECR)	WKE/GPA	22	209	154	366	90	8	16	81	32	56	1033	\$110,697	-\$110,697.28	\$0
2.2-14a	Environmental Commitment Record (ECR)	WKE	31	156	(12)	90	90	8		13		12	388	\$45,413	-\$45,413	\$0
2.2-14b	Environmental Mitigation	WKE	(9)	12	(28)	40			16	32	32		95	\$6,679	-\$6,679	\$0
2.2-14c	Environmental Document Re-Validation Technical Studies Update	WKE/GPA	(1)	41	194	236				36		44	550	\$58,605	-\$58,605	\$0
SUBTOTAL - Task 2 - Plan Preparation			22	209	154	366	90	8	16	81	32	56	1,033	\$110,697	-\$110,697	\$0
TASK 3 - SPECIFICATION PREPARATION																
3.1	Bid Specifications	Various	12	0	-29	20	20	2	32	-5	0	32	85	\$10,039	-\$10,038.84	\$0
3.1a	65% Specifications	Various	8	-16	-37	8	8	2	16	-5		16	1	\$1	-\$1	\$0
3.1b	95% Specifications	Various	2	8	4	6	6		8			8	42	\$5,019	-\$5,019	\$0
3.1c	100% Specifications	Various	2	8	4	6	6		8			8	42	\$5,019	-\$5,019	\$0
SUBTOTAL - Task 3 - Specification Preparation			12	0	(29)	20	20	2	32	(5)	0	32	85	\$10,038.84	-\$10,039	\$0
SUBTOTAL Design Phase (Tasks 1 thru 6)			34	209	125	386	110	10	48	77	32	88	1,117	\$120,736	-\$120,736	\$0
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	0	0	\$1,729	-\$1,729	\$0
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	0	0	\$41,624	-\$41,624	\$0
TOTAL			34	209	125	386	110	10	48	77	32	88	1,117	\$164,089.31	-\$164,089.31	\$0.00

GROUP DELTA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer		DIVISIONS/LOCATIONS		
Group Delta		Environmental		
Home Office Address		CONTRACT NO.		
32 Mauchly, Suite B, Irvine, CA 92618				
Services to be Performed		TOTAL AMOUNT OF PROPOSAL		
Phase II Site Investigation - Alternative 3B		\$144,878.01		
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Principal	28	\$112.87	\$3,160	
Associate	140	\$63.47	\$8,886	
Senior	14	\$45.00	\$630	
Project	170	\$38.87	\$6,608	
Staff	520	\$31.73	\$16,500	
Technician	24	\$32.57	\$782	
Draftsperson	108	\$34.37	\$3,712	
Project Support	15	\$29.48	\$442	
	0	\$0.00	\$0	
Labor Cost	1,019		\$40,720	
Escalation	3%	Per 10-H	\$1,222	
Total Direct Labor				\$41,941
2. Labor Overhead Rate	Rate			
	137.30%			
				\$57,585
3. Travel			Est. Cost (\$)	
a. Transportation			\$1,065	
b. Per Diem or Subsistence			\$800	
Total Travel				\$1,865
4. Subcontractors/Suppliers			Est. Cost (\$)	
Spectrum - Geophysical			\$7,500	
ABC Liovin - Drilling			\$34,500	
AIS - Drum Disposal			\$1,750	
Asset Labs - Laboratory			\$211,000	
Eco-Rental or Pine - Equipment Rental - GPS, Methane Meter, H2S Meter, PID			\$4,750	
Statewide - Traffic Control			\$9,000	
Statewide - Traffic Plans			\$0	
Total Subcontractors/Suppliers				\$268,500
5. Other Direct Costs				\$20,100
6. General & Admin. Expense				\$0
7. Fee		10%		\$9,953
TOTAL COST AND FEE TO COMPLETE PROJECT				\$399,943.81
REMAINING BALANCE				(\$255,065.80)
TOTAL ESTIMATED AMENDMENT COST AND FEE				\$144,878.01

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	5	\$50.00
\$0.580	Mileage	1750	\$1,015.00
		3a. TOTAL	\$1,065.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$800.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$4,800.00	Oxnard Encroachment Permit	1	\$4,800.00
\$800.00	Ventura County Encroachment Permit	1	\$800.00
\$3,500.00	Caltrans Encroachment Permit	1	\$3,500.00
\$135.00	Oxnard Boring Permit	1	\$135.00
\$650.00	Ventura County Boring Permit	1	\$650.00
\$25.00	FedEx	6	\$150.00
\$75.00	PPE & Sampling Supplies (gloves, baggies, ice)	15	\$1,125.00
\$180.00	Lodging (Nights)	8	\$1,440.00
\$7,500.00	UPRR Related Fees (Access, Insurance)	1	\$7,500.00
		5. TOTAL	\$20,100.00
TYPE NAME AND TITLE			
Glenn Burks			
NAME OF FIRM		DATE OF SUBMISSION	
Group Delta		August 5, 2019	

TASK	DESCRIPTION	FIRM	Principal	Associate	Senior	Project	Staff	Technician	Draftsperson	Project Support	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
	Project Billing Rate (Burdened)	Project Average	\$303.46	\$170.65	\$120.99	\$104.51	\$65.31	\$67.57	\$92.41	\$79.26				
TASK 5 - GEOTECHNICAL INVESTIGATION														
5.1	Geotechnical and Foundation Reports	Fugro	28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
5.1g	Extended Hazardous Materials Testing	Group Delta	28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
	SUBTOTAL - Task 5 - Geotechnical Investigation		28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
SUBTOTAL Design Phase (Tasks 1 thru 6)			28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	\$21,965	-\$10,695	\$11,270
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	\$268,500	-\$178,659	\$89,841
TOTAL			28	140	14	170	520	24	108	15	1,019	\$399,943.81	-\$255,065.80	\$144,878.01

GUIDA SURVEYING

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	1800	\$1,044.00
		3a. TOTAL	\$1,044.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.15	Printing (8.5"x11" Black & White)	50	\$7.50
\$0.45	Printing (11"x17" Black & White)	50	\$22.50
\$0.55	Printing (8.5"x11" Color)	50	\$27.50
\$0.75	Printing (11"x17" Color)	50	\$37.50
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$95.00
TYPE NAME AND TITLE			
Ralph W. Guida IV, PLS			
NAME OF FIRM		DATE OF SUBMISSION	
Guida Surveying		August 5, 2019	

Guida Surveying

TASK	DESCRIPTION	FIRM	Principal Land Surveyor	Sr. Project Manager	Project Manager	Project Surveyor	Project Analyst	CADD Survey Technician	CADD Operator	PLS Party Chief (Union Field)	Chainman (Union Field)	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$369.11	\$260.14	\$185.93	\$182.80	\$147.64	\$101.95	\$97.88	\$161.43	\$160.93				
TASK 2 - PLAN PREPARATION															
2.1	65% PS&E SUBMITTAL	Various	0	0	4	4	4	4	0	4	4	24	\$3,843	\$0	\$3,843
2.1-1	Roadway Plans	WKE/Guida	0	0	4	4	4	4	0	4	4	24	\$3,843	\$0	\$3,843
2.1-1d	Project Controls	Guida			4	4	4	4		4	4	24	\$3,843		\$3,843
2.2	95% PS&E SUBMITTAL	Various	0	0	4	4	4	4	0	4	4	24	\$3,843	-\$1,588	\$2,255
2.2-1	Update Roadway Plans	WKE/Guida	0	0	4	4	4	4	0	4	4	24	\$3,843	-\$1,588	\$2,255
2.2-1d	Update Project Controls	Guida			4	4	4	4		4	4	24	\$3,843	-\$1,588	\$2,255
2.4	Right of Way Documentation and Engineering	Various	10	43	84	700	100	20	20	120	120	1217	\$218,098	-\$23	\$218,075
2.4-1	Activities	Various	10	43	84	700	100	20	20	120	120	1217	\$218,098	\$0	\$218,075
2.4-1f	Prepare Right-of-Way Appraisal Maps	Guida	2	6		260	20					288	\$52,779		\$52,779
2.4-1g	Prepare Acquisition Documents	Guida		6	40							46	\$8,998		\$8,998
2.4-1i	Prepare Director's Deed and Plats	Guida	2	6		190						198	\$37,031		\$37,031
2.4-1j	Prepare Utility Legal Description and Plat	Guida	2	6		250	20					278	\$50,951		\$50,951
2.4-1k	Prepare Parcel Files	Guida		6			20					26	\$4,514		\$4,514
2.4-1n	Prepare Right-of-Way Requirement Maps (PD-26)	Guida	2	6	40							48	\$9,736		\$9,736
2.4-1o	Additional Design Survey	Guida	2	7	4		40	20	20	120	120	333	\$54,088	-\$23	\$54,066
SUBTOTAL - Task 2 - Plan Preparation			10	43	92	708	108	28	20	128	128	1,265	\$225,783	-\$1,610	\$224,173
SUBTOTAL Design Phase (Tasks 1 thru 6)			10	43	92	708	108	28	20	128	128	1,265	\$225,783	-\$1,610	\$224,173
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	0	\$1,139	\$0	\$1,139
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	0	\$13,190	-\$21,446	-\$8,256
TOTAL			10	43	92	708	108	28	20	128	128	1,265	\$240,111.98	-\$23,056.81	\$217,055.17

HAMNER, JEWELL AND ASSOCIATES

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage		\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
\$500.00	Postage and Delivery	1	\$500.00
\$15,000.00	Appraisal (Complex Industrial/AG)	11	\$165,000.00
\$15,000.00	Farming Expert Consultant	1	\$15,000.00
		5. TOTAL	\$180,500.00
TYPE NAME AND TITLE			
Lillian Jewell, President and Managing Senior Associate			
NAME OF FIRM		DATE OF SUBMISSION	
Hamner, Jewell & Associates		August 5, 2019	

TASK	DESCRIPTION	FIRM	Managing Senior Associate	Right of Way Agent (Sr II)	Right of Way Agent (Sr I)	Right of Way Agt II	Right of Way Agt I	Transaction Coordinators	Clerical Support	Project Coordinator	Project Administrator	TOTAL HOURS	COST TO COMPLETE	CREDIT	COST
Project Billing Rate (Burdened)		Project Average	\$252.77	\$164.75	\$117.07	\$0.00	\$0.00	\$95.79	\$47.20	\$108.75	\$0.00				
TASK 2 - PLAN PREPARATION															
2.4	Right of Way Documentation and Engineering	Various	0	420	0	0	0	0	0	0	0	420	\$69,197	-\$51,489	\$17,708
2.4-1	Activities	Various	0	420	0	0	0	0	0	0	0	420	\$69,197	\$0	\$69,197
2.4-1a	Perform Record Data Search	HJA		60								60	\$9,885		\$9,885
2.4-1b	Acquire Title Reports	HJA										0	\$0		\$0
2.4-1g	Prepare Acquisition Documents	HJA										0	\$0		\$0
2.4-1l	Prepare appraisals (appraisal costs provided in ODC Detail)	HJA		110								110	\$18,123		\$18,123
2.4-1p	Acquire Right of Entry Permits	HJA		250								250	\$41,189	\$0	\$41,188
2.4-2	Right of Way Acquisition	HJA										0	\$0	-\$51,489	-\$51,489
	SUBTOTAL - Task 2 - Plan Preparation		0	420	0	0	0	0	0	0	0	420	\$69,197	-\$51,489	\$17,708
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$69,197	-\$51,489	\$17,708
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0
SUBTOTAL Other Direct Cost													\$180,500	-\$71,209	\$109,291
SUBTOTAL Subconsultants													\$0	\$0	\$0
TOTAL													\$249,696.72	-\$122,697.39	\$126,999.33

KIMLEY-HORN AND ASSOCIATES

[illegible]

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	10	\$100.00
\$0.580	Mileage	800	\$464.00
		3a. TOTAL	\$564.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
\$0.50	Printing (11"x17" Color)	50	\$25.00
\$2.00	Full Color Presentation Exhibits	50	\$100.00
		5. TOTAL	\$125.00
TYPE NAME AND TITLE			
NAME OF FIRM		DATE OF SUBMISSION	
Kimley Horn and Associates, Inc		August 5, 2019	

TASK	DESCRIPTION	FIRM	Principal in Charge	Project Manager	Sr. Professional 1	Professional 1	Professional 2	Professional 3	Project Support	Admin Support	Analyst	Sr. Professional 2	TOTAL HOURS	COST TO COMPLETE	CREDIT	COST
Project Billing Rate (Burdened)		Project Average	\$334.89	\$212.65	\$213.48	\$157.41	\$137.35	\$187.57	\$179.22	\$92.15	\$127.26	\$289.68				
TASK 2 - PLAN PREPARATION																
2.1	65% PS&E SUBMITTAL	Various	5	162	72	364	0	45	0	0	992	0	1640	\$243,471	\$0	\$243,471
2.1-3	Stage Construction, Detours, and TMP	KHA	4	97	72	234	0	0	0	0	592	0	999	\$149,508	\$0	\$149,508
2.1-3a	Transportation Management Plan	KHA	1	20		40					72		133	\$20,047		\$20,047
2.1-3b	Stage Construction (Plans, Details, and Quantities)	KHA	3	37	32	62	0	0	0	0	180	0	314	\$48,370	\$0	\$48,370
2.1-3b.1	Stage Construction CAS and Index	KHA	3	3		5					20		31	\$4,975		\$4,975
2.1-3b.2	Stage Construction Plans	KHA		20	22	30					110		182	\$27,670		\$27,670
2.1-3b.3	Stage Construction Details	KHA		6	5	15					25		51	\$7,886		\$7,886
2.1-3b.4	Stage Construction Quantity Sheets	KHA		8	5	12					25		50	\$7,839		\$7,839
2.1-3c	Traffic Handling Plan Detour (Plans and Quantities)	KHA		40	40	132					340		552	\$81,091		\$81,091
2.1-5	Sign Plans	KHA	0	25	0	50	0	0	0	0	190	0	265	\$37,365	\$0	\$37,365
2.1-5a	Sign Plans	KHA		15		20					110		145	\$20,336		\$20,336
2.1-5b	Sign Details	KHA		5		15					40		60	\$8,515		\$8,515
2.1-5c	Sign Quantities	KHA		5		15					40		60	\$8,515		\$8,515
2.1-6	Electrical Lighting, Signals	KHA/LIN	1	40	0	80	0	45	0	0	210	0	376	\$56,598	\$0	\$56,598
2.1-6a	Traffic Signals	KHA	1	40		80		45			210		376	\$56,598		\$56,598
2.2	95% PS&E SUBMITTAL	Various	3	70	7	154	0	0	0	0	511	0	745	\$106,654	-\$21,843.10	\$84,811
2.2-3	Update Stage Construction and Detours	KHA	2	40	7	76	0	0	0	0	314	0	439	\$62,592	-\$12,268	\$50,324
2.2-3a	Update Stage Construction (Plans, Details, and Quantities)	KHA	2	20	4	36	0	0	0	0	94	0	156	\$23,406	-\$5,820	\$17,585
2.2-3a-1	Update Stage Construction CAS and Index	KHA	2	4		4					10		20	\$3,423	-\$1,173	\$2,250
2.2-3a-2	Update Stage Construction Plans	KHA		10	2	20					50		82	\$12,065	-\$1,672	\$10,392
2.2-3a-3	Update Stage Construction Details	KHA		4	1	6					20		31	\$4,554	-\$1,649	\$2,905
2.2-3a-4	Update Stage Construction Quantity Sheets	KHA		2	1	6					14		23	\$3,365	-\$1,327	\$2,038
2.2-3b	Update Traffic Handling Plan Detour (Plans and Quantities)	KHA		20	3	40					220		283	\$39,186	-\$4,531	\$34,655
2.2-3c	Update Detour Traffic Signal and rail crossing	KHA											0	\$0	-\$1,917	-\$1,917
2.2-5	Update Sign Plans	KHA	0	9	0	41	0	0	0	0	97	0	147	\$20,712	-\$5,277	\$15,435
2.2-5a	Update Sign Plans	KHA		4		25					60		89	\$12,421	-\$2,653	\$9,768
2.2-5b	Update Sign Details	KHA		3		10					22		35	\$5,012	-\$1,470	\$3,542
2.2-5c	Update Sign Quantities	KHA		2		6					15		23	\$3,279	-\$1,153	\$2,125
2.2-6	Update Electrical Lighting, Signals	KHA/LIN	0	15	0	25	0	0	0	0	60	0	100	\$14,760	-\$2,182	\$12,579
2.2-6a	Update Traffic Signals	KHA		15		25					60		100	\$14,760	-\$2,182	\$12,579
2.2-15	Update TMP	KHA	1	6		12					40		59	\$8,590	-\$2,116	\$6,474

TASK	DESCRIPTION	FIRM	Principal in Charge	Project Manager	Sr. Professional 1	Professional 1	Professional 2	Professional 3	Project Support	Admin Support	Analyst	Sr. Professional 2	TOTAL HOURS	COST TO COMPLETE	CREDIT	COST
2.3	100% PS&E SUBMITTAL	Various	3	71	0	125	0	0	0	0	225	0	424	\$64,412	-\$70,131	-\$5,719
2.3-3	Final Stage Construction and Detours	KHA	2	40	0	75	0	0	0	0	152	0	269	\$40,325	-\$46,610	-\$6,285
2.3-3a	Final Stage Construction (Plans, Details, and Quantities)	KHA	2	20	0	35	0	0	0	0	72	0	129	\$19,595	-\$20,063	-\$469
2.3-3a.1	Final Stage Construction CAS and Index	KHA	2	3		2					5		12	\$2,259	-\$1,584	\$674
2.3-3a.2	Final Stage Construction Plans	KHA		10		20					40		70	\$10,365	-\$11,364	-\$999
2.3-3a.3	Final Stage Construction Details	KHA		5		8					15		28	\$4,231	-\$4,439	-\$208
2.3-3a.4	Final Stage Construction Quantity Sheets	KHA		2		5					12		19	\$2,739	-\$2,675	\$64
2.3-3b	Final Traffic Handling Plan Detour (Plans and Quantities)	KHA		20		40					80		140	\$20,730	-\$20,243	\$487
2.3-3c	Final Detour Traffic Signal and rail crossing	KHA											0	\$0	-\$6,303	-\$6,303
2.3-5	Final Sign Plans	KHA	0	13	0	22	0	0	0	0	45	0	80	\$11,954	-\$11,673	\$281
2.3-5a	Final Sign Plans	KHA		5		10					25		40	\$5,819	-\$5,682	\$137
2.3-5b	Final Sign Details	KHA		3		7					10		20	\$3,012	-\$2,942	\$71
2.3-5c	Final Sign Quantities	KHA		5		5					10		20	\$3,123	-\$3,050	\$73
2.3-6	Final Electrical Lighting, Signals	KHA/LIN	0	10	0	10	0	0	0	0	20	0	40	\$6,246	-\$6,099	\$147
2.3-6a	Final Traffic Signals	KHA		10		10					20		40	\$6,246	-\$6,099	\$147
2.3-12	Final Reports	WKE/KHA	1	8	0	18	0	0	0	0	8	0	35	\$5,888	-\$5,749	\$138
2.3-12a	Final Drainage Report	WKE											0	\$0		\$0
2.3-12b	Final SWDR	WKE											0	\$0		\$0
2.3-12c	Final TMP	KHA	1	8		18					8		35	\$5,888	-\$5,749	\$138
TASK 3 - SPECIFICATION PREPARATION																
3.1	Bid Specifications	Various	15	35	0	120	0	0	0	0	0	0	170	\$31,356	-\$13,013	\$18,343
3.1a	65% Specifications	Various	5	10		40							55	\$10,098		\$10,098
3.1b	95% Specifications	Various	5	20		60							85	\$15,372	-\$8,802	\$6,570
3.1c	100% Specifications	Various	5	5		20							30	\$5,886	-\$4,211	\$1,675
	SUBTOTAL - Task 3 - Specification Preparation		15	35	0	120	0	0	0	0	0	0	170	\$31,355.82	-\$13,013	\$18,343
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST																
4.1	Engineer's Estimate	Various	0	35	0	70	0	0	0	0	100	0	205	\$31,187	-\$13,916	\$17,272
4.1a	65% Engineer's Estimate	Various		10		40					40		90	\$13,513		\$13,513
4.1b	95% Engineer's Estimate	Various		20		20					40		80	\$12,491	-\$8,855	\$3,637
4.1c	100% Engineer's Estimate	Various		5		10					20		35	\$5,182	-\$5,061	\$122
4.1d	Alt 3a and 3b Engineer's Estimate	WKE											0	\$0		\$0
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		0	35	0	70	0	0	0	0	100	0	205	\$31,187	-\$13,916	\$17,272
SUBTOTAL Design Phase (Tasks 1 thru 6)																
			26	373	79	833	0	45	0	0	1,828	0	3,184	\$477,080	-\$118,903	\$358,177
SUBTOTAL Construction Phase (Task 7)																
			0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost																
			0	0	0	0	0	0	0	0	0	0	0	\$689	-\$409	\$280
SUBTOTAL Subconsultants																
			0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
TOTAL																
			26	373	79	833	0	45	0	0	1,828	0	3,184	\$477,769.24	-\$119,311.61	\$358,457.63

KENNEDY/JENKS CONSULTANTS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	1500	\$870.00
		3a. TOTAL	\$870.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.12	Printing (8.5"x11" Black & White)	2,000	\$240.00
\$0.13	Printing (11"x17" Black & White)	240	\$31.20
\$0.25	Printing (8.5"x11" Color)		\$0.00
\$0.50	Printing (11"x17" Color)		\$0.00
\$2.70	Full Color Presentation Exhibits		\$0.00
\$0.60	Printing (24"x36" Bond)	240	\$144.00
\$5.70	Printing (24"x36" Mylar)	24	\$136.80
		5. TOTAL	\$552.00
TYPE NAME AND TITLE			
Jeff Savard, Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
Kennedy/Jenks Consultants		July 30, 2019	

TASK	DESCRIPTION	FIRM	Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 3	Sr. CAD-Tech	Project Administrator	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)			Project Average	\$270.20	\$0.00	\$200.15	\$199.32	\$141.27	\$119.79	\$114.42			
TASK 2 - PLAN PREPARATION													
2.1	65% PS&E SUBMITTAL	Various	75	0	88	28	0	154	8	353	\$62,821	\$0	\$62,821
2.1-10	Utility Plans	WKE/KJC	75	0	88	28	0	154	8	353	\$62,821	\$0	\$62,821
2.1-10d	City Sewer Line	KJC	19		23	7		38	2	89	\$15,913		\$15,913
2.1-10e	City Water Line	KJC	37		44	14		78	4	177	\$31,395		\$31,395
2.1-10f	United Water Conservation District Water Line	KJC	19		21	7		38	2	87	\$15,513		\$15,513
2.2	95% PS&E SUBMITTAL	Various	92	0	113	36	0	198	9	448	\$79,398	-\$11,978	\$67,420
2.2-10	Update Utility Plans	WKE/KJC	92	0	113	36	0	198	9	448	\$79,398	-\$11,978	\$67,420
2.2-10d	City Sewer Line	KJC	23		30	9		50	2	114	\$20,231	-\$2,583	\$17,648
2.2-10e	City Water Line	KJC	46		56	18		98	5	223	\$39,536	-\$4,313	\$35,223
2.2-10f	United Water Conservation District Water Line	KJC	23		27	9		50	2	111	\$19,631	-\$3,657	\$15,973
2.2-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC								0	\$0	-\$1,425	-\$1,425
2.3	100% PS&E SUBMITTAL	Various	38	0	49	16	0	88	4	195	\$34,263	-\$46,259	-\$11,996
2.3-10	Final Utility Plans	WKE/KJC	38	0	49	16	0	88	4	195	\$34,263	-\$46,259	-\$11,996
2.3-10d	City Sewer Line	KJC	11		12	5		22	1	51	\$9,120	-\$12,334	-\$3,214
2.3-10e	City Water Line	KJC	19		25	8		44	2	98	\$17,231	-\$15,357	\$1,874
2.3-10f	United Water Conservation District Water Line	KJC	8		12	3		22	1	46	\$7,911	-\$13,222	-\$5,311
2.3-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC								0	\$0	-\$5,345	-\$5,345
	SUBTOTAL - Task 2 - Plan Preparation		205	0	250	80	0	440	21	996	\$176,482	-\$58,238	\$118,245

TASK	DESCRIPTION	FIRM	Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 3	Sr. CAD-Tech	Project Administrator	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION													
3.1	Bid Specifications	Various	12	0	48	0	0	0	14	74	\$14,451	\$0	\$14,451
3.1a	65% Specifications	Various	6		24				8	38	\$7,340		\$7,340
3.1b	95% Specifications	Various	4		20				4	28	\$5,541		\$5,541
3.1c	100% Specifications	Various	2		4				2	8	\$1,570		\$1,570
	SUBTOTAL - Task 3 - Specification Preparation		12	0	48	0	0	0	14	74	\$14,451.40	\$0	\$14,451
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST													
4.1	Engineer's Estimate	Various	7	0	40	0	0	0	0	47	\$9,897	\$0	\$9,897
4.1a	65% Engineer's Estimate	Various	4		24					28	\$5,884		\$5,884
4.1b	95% Engineer's Estimate	Various	2		12					14	\$2,942		\$2,942
4.1c	100% Engineer's Estimate	Various	1		4					5	\$1,071		\$1,071
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		7	0	40	0	0	0	0	47	\$9,897	\$0	\$9,897
	SUBTOTAL Design Phase (Tasks 1 thru 6)		224	0	338	80	0	440	35	1,117	\$200,831	-\$58,238	\$142,593
	SUBTOTAL Construction Phase (Task 7)		0	0	0	0	0	0	0	0	\$0	\$0	\$0
	SUBTOTAL Other Direct Cost		0	0	0	0	0	0	0	0	\$1,422	-\$659	\$763
	SUBTOTAL Subconsultants		0	0	0	0	0	0	0	0	\$0	\$0	\$0
	TOTAL		224	0	338	80	0	440	35	1,117	\$202,252.85	-\$58,896.65	\$143,356.20

LIN CONSULTANTS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$20.00	Parking	3	\$60.00
\$0.580	Mileage	600	\$348.00
		3a. TOTAL	\$408.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE			
William Sun/Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
LIN Consulting, Inc.			

TASK	DESCRIPTION	FIRM	Principal	Senior Project Manager	Project Engineer	Assistant Engineer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$204.77	\$186.03	\$95.94	\$61.52				
TASK 2 - PLAN PREPARATION										
2.1	65% PS&E SUBMITTAL	Various	12	50	114	50	226	\$25,772	\$0	\$25,772
2.1-6	Electrical Lighting, Signals	KHA, LIN	12	50	114	50	226	\$25,772	\$0	\$25,772
2.1-6b	Modifying Existing Electrical Systems	LIN	9	40	90	30	169	\$19,765		\$19,765
2.1-6c	Electrical System Details	LIN	2	6	16	16	40	\$4,045		\$4,045
2.1-6d	Electrical System Quantities	LIN	1	4	8	4	17	\$1,963		\$1,963
2.2	95% PS&E SUBMITTAL	WKE	8	26	78	38	150	\$16,296	-\$11,961	\$4,335
2.2-6	Update Electrical Lighting, Signals	KHA, LIN	8	26	78	38	150	\$16,296	-\$11,961	\$4,335
2.2-6b	Update Modifying Existing Electrical Systems	LIN	5	20	60	20	105	\$11,731	-\$8,886.88	\$2,845
2.2-6c	Update Electrical System Details	LIN	2	4	12	12	30	\$3,043	-\$1,761.44	\$1,282
2.2-6d	Update Electrical System Quantities	LIN	1	2	6	6	15	\$1,522	-\$1,313.00	\$209
2.3	100% PS&E SUBMITTAL	WKE	5	17	45	23	90	\$9,919	-\$8,244	\$1,675
2.3-6	Final Electrical Lighting, Signals	KHA, LIN	5	17	45	23	90	\$9,919	-\$8,244	\$1,675
2.3-6b	Final Modifying Existing Electrical Systems	LIN	3	12	33	11	59	\$6,689	-\$5,810	\$879
2.3-6c	Final Electrical System Details	LIN	1	3	8	8	20	\$2,023	-\$1,276	\$747
2.3-6d	Final Electrical System Quantities	LIN	1	2	4	4	11	\$1,207	-\$1,158	\$49
SUBTOTAL - Task 2 - Plan Preparation			25	93	237	111	466	\$51,987	-\$20,205	\$31,782

TASK	DESCRIPTION	FIRM	Principal	Senior Project Manager	Project Engineer	Assistant Engineer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST ----- (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION										
3.1	Bid Specifications	WKE	20	38	0	0	58	\$11,164	-\$10,541	\$623
3.1a	65% Specifications	WKE	4	6			10	\$1,935		\$1,935
3.1b	95% Specifications	WKE	10	20			30	\$5,768	-\$8,685	-\$2,916
3.1c	100% Specifications	WKE	6	12			18	\$3,461	-\$1,857	\$1,604
	SUBTOTAL - Task 3 - Specification Preparation		20	38	0	0	58	\$11,164.43	-\$10,541	\$623
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST										
4.1	Engineer's Estimate	WKE	3	9	16	18	46	\$4,931	-\$2,796	\$2,135
4.1a	65% Engineer's Estimate	WKE	1	4	6	8	19	\$2,017		\$2,017
4.1b	95% Engineer's Estimate	WKE	1	3	6	6	16	\$1,708	-\$1,638	\$69
4.1c	100% Engineer's Estimate	WKE	1	2	4	4	11	\$1,207	-\$1,158	\$49
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		3	9	16	18	46	\$4,931	-\$2,796	\$2,135
SUBTOTAL Design Phase (Tasks 1 thru 6)								\$68,083	-\$33,543	\$34,540
SUBTOTAL Construction Phase (Task 7)								\$0	\$0	\$0
SUBTOTAL Other Direct Cost								\$408	-\$444	-\$36
SUBTOTAL Subconsultants								\$0	\$0	\$0
TOTAL								\$68,490.51	-\$33,987.23	\$34,503.28

PACRIM ENGINEERING

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	300	\$174.00
		3a. TOTAL	\$174.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.15	Printing (8.5"x11" Black & White on Bond)	1,000	\$150.00
\$0.45	Printing (11"x17" Black & White on Bond)	200	\$90.00
\$0.50	Printing (8.5"x11" Color on Bond)	200	\$100.00
\$1.00	Printing (11"x17" Color on Bond)	200	\$200.00
	Full Color Presentation Exhibits on Bond		\$0.00
		5. TOTAL	\$540.00
TYPE NAME AND TITLE			
Peter Liu, Principal			
NAME OF FIRM		DATE OF SUBMISSION	
PacRim Engineering Inc			

TASK	DESCRIPTION	FIRM	Principal Engr	Project Manager	Project Engr	Designer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST ----- (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$300.73	\$213.92	\$144.48	\$105.72				
TASK 2 - PLAN PREPARATION										
2.1	65% PS&E SUBMITTAL	Various	12	24	60	60	156	\$23,755	\$0	\$23,755
2.1-9	Retaining Wall Plans	Various	12	24	60	60	156	\$23,755	\$0	\$23,755
2.1-9h	Retaining Wall 1 - Alternative 3B	PacRim	12	24	60	60	156	\$23,755		\$23,755
2.2	95% PS&E SUBMITTAL	Various	18	32	80	80	210	\$32,274	-\$118,478	-\$86,204
2.2-9	Update Retaining Wall Plans	Various	18	32	80	80	0	\$32,274	-\$118,478	-\$86,204
2.2-9b	Retaining Wall 1	PacRim					0	\$0	-\$54,596	-\$54,596
2.2-9e	Retaining Wall 4	WKE/PacRim					0	\$0	-\$29,693	-\$29,693
2.2-9f	Retaining Wall 5	WKE/PacRim					0	\$0	-\$34,189	-\$34,189
2.2-9h	Retaining Wall 1 - Alternative 3B	PacRim	18	32	80	80	210	\$32,274		\$32,274
2.3	100% PS&E SUBMITTAL	Various	1	2	3	4	10	\$1,585	-\$4,588	-\$3,003
2.3-9	Final Retaining Wall Plans	Various	1	2	3	4	10	\$1,585	-\$4,588	-\$3,003
2.3-9b	Retaining Wall 1	PacRim					0	\$0	-\$4,588	-\$4,588
2.3-9h	Retaining Wall 1 - Alternative 3B	PacRim	1	2	3	4	10	\$1,585		\$1,585
	SUBTOTAL - Task 2 - Plan Preparation		31	58	143	144	376	\$57,614	-\$123,066	-\$65,452

TASK	DESCRIPTION	FIRM	Principal Engr	Project Manager	Project Engr	Designer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION										
3.1	Bid Specifications	Various	12	48	20	0	80	\$16,767	-\$15,471	\$1,296
3.1a	65% Specifications	Various	2	8	4		14	\$2,891		\$2,891
3.1b	95% Specifications	Various	8	32	8		48	\$10,407	-\$11,571	-\$1,164
3.1c	100% Specifications	Various	2	8	8		18	\$3,469	-\$3,900	-\$431
	SUBTOTAL - Task 3 - Specification Preparation		12	48	20	0	80	\$16,766.56	-\$15,471	\$1,296
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST										
4.1	Engineer's Estimate	Various	9	44	48	60	161	\$25,397	-\$53,074	-\$27,677
4.1a	65% Engineer's Estimate	Various	3	8	8	12	31	\$5,038		\$5,038
4.1b	95% Engineer's Estimate	Various	3	24	24	32	83	\$12,887	-\$43,565	-\$30,678
4.1c	100% Engineer's Estimate	Various	3	12	16	16	47	\$7,472	-\$9,509	-\$2,036
4.1d	Alt 3a and 3b Engineer's Estimate	WKE					0	\$0		\$0
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		9	44	48	60	161	\$25,397	-\$53,074	-\$27,677
SUBTOTAL Design Phase (Tasks 1 thru 6)			52	150	211	204	617	\$99,778	-\$191,611	-\$91,833
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	\$714	-\$1,398	-\$684
SUBTOTAL Subconsultants			0	0	0	0	0	\$0	\$0	\$0
TOTAL			52	150	211	204	617	\$100,491.77	-\$193,008.68	-\$92,516.91

PADRE

[illegible]

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking	0	\$0.00
\$0.545	Mileage	0	\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.12	Printing (8.5"x11" Black & White)	0	\$0.00
\$0.13	Printing (11"x17" Black & White)	0	\$0.00
\$0.25	Printing (8.5"x11" Color)	0	\$0.00
\$0.50	Printing (11"x17" Color)	0	\$0.00
\$2.70	Full Color Presentation Exhibits	0	\$0.00
\$0.60	Printing (24"x36" Bond)	0	\$0.00
\$5.70	Printing (24"x36" Mylar)	0	\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE			
Jeff Savard,Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
Padre Associates, Inc.			

TASK	DESCRIPTION	FIRM	Principal Professional	Senior Professional	Project Professional	Drafting	Word Processing	0.00	0.00	0.00	0.00	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$160.00	\$140.00	\$110.00	\$70.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00				
TASK 2 - PLAN PREPARATION															
2.1	65% PS&E SUBMITTAL	Various	0	0	0	0	0	0	0	0	0	0	\$0	-\$5	-\$5
2.1-10	Utility Plans	WKE/KJC	0	0	0	0	0	0	0	0	0	0	\$0	\$0	-\$5
2.1-10i	Well Abandonment Work Plan/Site Health & Safety Plan/Permitting	Padre										0	\$0	-\$5	-\$5
SUBTOTAL - Task 2 - Plan Preparation			0	0	0	0	0	0	0	0	0	0	\$0	-\$5	-\$5
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$0	-\$5	-\$5
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0
SUBTOTAL Other Direct Cost													\$0	\$0	\$0
SUBTOTAL Subconsultants													\$0	\$0	\$0
TOTAL													\$0.00	-\$5.00	-\$5.00

TATSUMI AND PARTNERS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	4	\$40.00
\$0.580	Mileage	200	\$116.00
		3a. TOTAL	\$156.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.05	Printing (8.5"x11" Black & White on Bond)	50	\$2.50
\$0.10	Printing (11"x17" Black & White on Bond)	100	\$10.00
\$0.45	Printing (8.5"x11" Color on Bond)	20	\$9.00
\$0.90	Printing (11"x17" Color on Bond)	50	\$45.00
\$9.00	Full Color Presentation Exhibits on Bond	8	\$72.00
		5. TOTAL	\$138.50
TYPE NAME AND TITLE			
David Tatsumi, President			
NAME OF FIRM		DATE OF SUBMISSION	
Tatsumi and Partners, Inc.			

TASK	DESCRIPTION	FIRM	Senior Principal	Senior Associate	Associate	Senior Technical Staff	Technical Staff	Landscape Staff	TOTAL HOURS	COST TO COMPLETE	Remaining Balance	Amendment Cost (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$281.63	\$155.60	\$134.24	\$117.46	\$111.36	\$92.37				
TASK 2 - PLAN PREPARATION												
2.1	65% PS&E SUBMITTAL	Various	10	0	110	184	236	104	644	\$74,043	\$0	\$74,043
2.1-2	Drainage Plans	WKE/Tatsumi	8	0	46	46	58	36	194	\$23,255	\$0	\$23,255
2.1-2d	Erosion Control Plans	Tatsumi	8		46	46	58	36	194	\$23,255		\$23,255
2.1-7	Irrigation Plans	Tatsumi	0	0	32	90	114	60	296	\$32,504	\$0	\$32,504
2.1-7a	Irrigation Removals	Tatsumi			12	28	46	16	102	\$11,340		\$11,340
2.1-7b	Irrigation Plans	Tatsumi			12	46	52	36	146	\$15,770		\$15,770
2.1-7c	Irrigation Quantities	Tatsumi			8	16	16	8	48	\$5,394		\$5,394
2.1-8	Bridge Plans (Unchecked Details)	WKE/Tatsumi	1	0	16	24	32	4	77	\$9,141	\$0	\$9,141
2.1-8b	Aesthetics Structures Details	Tatsumi	1		16	24	32	4	77	\$9,141		\$9,141
2.1-9	Retaining Wall Plans	Various	1	0	16	24	32	4	77	\$9,141	\$0	\$9,141
2.1-9g	Aesthetics Wall Details	Tatsumi	1		16	24	32	4	77	\$9,141		\$9,141
2.2	95% PS&E SUBMITTAL	Various	3	0	30	96	106	52	287	\$32,236	-\$85,322	-\$53,087
2.2-2	Update Drainage Plans	WKE/Tatsumi	1	0	8	24	24	8	65	\$7,506	-\$19,891	-\$12,385
2.2-2d	Update Erosion Control Plans	Tatsumi	1		8	24	24	8	65	\$7,506	-\$19,891	-\$12,385
2.2-7	Update Irrigation Plans	Tatsumi	0	0	6	36	52	28	122	\$13,131	-\$36,797	-\$23,666
2.2-7a	Update Irrigation Removals	Tatsumi			1	12	16	8	37	\$3,984	-\$12,264	-\$8,279
2.2-7b	Update Irrigation Plans	Tatsumi			4	20	28	16	68	\$7,322	-\$18,872	-\$11,550
2.2-7c	Update Irrigation Quantities	Tatsumi			1	4	8	4	17	\$1,824	-\$5,661	-\$3,837
2.2-8	Update Bridge Plans	WKE/Tatsumi	1	0	8	18	12	8	47	\$5,465	-\$12,081	-\$6,616
2.2-8b	Update Aesthetics Structures Details	Tatsumi	1		8	18	12	8	47	\$5,465	-\$12,081	-\$6,616
2.2-9	Update Retaining Wall Plans	Various	1	0	8	18	18	8	53	\$6,133	-\$16,554	-\$10,420
2.2-9g	Update Aesthetics Wall Details	Tatsumi	1		8	18	18	8	53	\$6,133	-\$16,554	-\$10,420
2.3	100% PS&E SUBMITTAL	Various	1	0	17	44	34	32	128	\$14,154	-\$13,651	\$503
2.3-2	Final Drainage Plans	WKE/Tatsumi	0	0	8	12	8	8	36	\$4,033	-\$3,890	\$143
2.3-2c	Final Erosion Control Plans	Tatsumi			8	12	8	8	36	\$4,033	-\$3,890	\$143
2.3-7	Final Irrigation Plans	Tatsumi	0	0	4	16	12	12	44	\$4,741	-\$4,573	\$168
2.3-7a	Final Irrigation Removals	Tatsumi			1	6	4	4	15	\$1,614	-\$1,557	\$57
2.3-7b	Final Irrigation Plans	Tatsumi			2	6	8	8	24	\$2,523	-\$2,433	\$90
2.3-7c	Final Irrigation Quantities	Tatsumi			1	4			5	\$604	-\$583	\$21
2.3-8	Final Bridge Plans	WKE/Tatsumi	0	0	4	8	8	6	26	\$2,862	-\$2,760	\$102
2.3-8b	Final Aesthetics Structures Details	Tatsumi			4	8	8	6	26	\$2,862	-\$2,760	\$102
2.3-9	Final Retaining Wall Plans	Various	1	0	1	8	6	6	22	\$2,518	-\$2,428	\$89
2.3-9g	Final Aesthetics Wall Details	Tatsumi	1		1	8	6	6	22	\$2,518	-\$2,428	\$89
	SUBTOTAL - Task 2 - Plan Preparation		14	0	157	324	376	188	1,059	\$120,432	-\$98,974	\$21,459

TASK	DESCRIPTION	FIRM	Senior Principal	Senior Associate	Associate	Senior Technical Staff	Technical Staff	Landscape Staff	TOTAL HOURS	COST TO COMPLETE	Remaining Balance	Amendment Cost (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION												
3.1	Bid Specifications	Various	0	0	28	24	14	14	80	\$9,290	-\$8,960	\$330
3.1a	65% Specifications	Various			6	2	2	2	12	\$1,428		\$1,428
3.1b	95% Specifications	Various			12	14	8	8	42	\$4,805	-\$6,012	-\$1,206
3.1c	100% Specifications	Various			10	8	4	4	26	\$3,057	-\$2,948	\$109
	SUBTOTAL - Task 3 - Specification Preparation		0	0	28	24	14	14	80	\$9,289.99	-\$8,960	\$330
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST												
4.1	Engineer's Estimate	Various	0	0	8	16	28	18	70	\$7,554	-\$7,286	\$268
4.1a	65% Engineer's Estimate	Various			4	10	16	10	40	\$4,317		\$4,317
4.1b	95% Engineer's Estimate	Various			2	4	10	4	20	\$2,181	-\$6,268	-\$4,086
4.1c	100% Engineer's Estimate	Various			2	2	2	4	10	\$1,056	-\$1,018	\$38
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		0	0	8	16	28	18	70	\$7,554	-\$7,286	\$268
	SUBTOTAL Design Phase (Tasks 1 thru 6)		14	0	193	364	418	220	1,209	\$137,276	-\$115,219	\$22,057
	SUBTOTAL Construction Phase (Task 7)		0	0	0	0	0	0	0	\$0	\$0	\$0
	SUBTOTAL Other Direct Cost		0	0	0	0	0	0	0	\$295	-\$716	-\$422
	SUBTOTAL Subconsultants		0	0	0	0	0	0	0	\$0	\$0	\$0
	TOTAL		14	0	193	364	418	220	1,209	\$137,570.72	-\$115,935.55	\$21,635.17

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Debbie O'Leary

Date: March 24, 2020
Phone: x5283

Reason for Appropriation:

Increase of \$116,075 in budget appropriations for revenue reimbursement from WKE, Inc. for peer review services.
Decrease of \$537,000 in budget appropriations from TCEP grant funding for use by Caltrans.

Accounts and Descriptions

AMOUNT

Fund: Circulation System Improvement Fees (354)

Revenues/Transfers In

354-1001-581-75-23	MISCELLANEOUS REVENUE	<u>116,075</u>
	Sub-total Revenues	116,075

Expenditures/Transfers Out

Project #133101 Rice Avenue at 5th St Grade

354-3109-826.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT	<u>116,075</u>
	Sub-total Expenditures	116,075

Net Change to Fund Balance	<u>0</u>
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Fund: Trade Corridor Enhancement Program (189)

Expenditures/Transfers Out

Project #133101 Rice Avenue at 5th St Grade

189-3125-826.86-01	CAPITAL OUTLAY / LAND/EASEMENTS/RIG OF WAY	<u>(537,000)</u>
	Sub-total Expenditures	(537,000)

Net Change to Fund Balance	<u>537,000</u>
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Net Appropriation Change	<u>(420,925)</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Revised : 2/23/2012

COOPERATIVE AGREEMENT COVER SHEET

Work Description

To construct grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard

Contact Information

CALTRANS

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100 S. Main Street, Suite 100
Los Angeles, CA 90012
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Fax Number: (213) 897-0648
Email: zareh_shahbazian@dot.ca.gov

CITY OF OXNARD

Jason M. Samonte, City Traffic Engineer
214 S. C Street
Oxnard, CA 93030
Office Phone: (805) 385-7872
Fax Number: 8053857408
Email: jason.samonte@ci.oxnard.ca.us

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COOPERATIVE AGREEMENT

State Independent Quality Assurance

This AGREEMENT, effective on February 9th, 2016, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Oxnard, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *to construct grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:
 - CITY completed the Project Initiation Document (Cooperative Agreement No. 5051).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.



7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. CITY is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. The OBLIGATIONS do not use funds administered by CALTRANS. PARTNERS will amend this AGREEMENT should this condition change.
10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.
11. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

12. CITY is the IMPLEMENTING AGENCY for PA&ED.
13. CITY is the IMPLEMENTING AGENCY for PS&E.
14. CITY is the IMPLEMENTING AGENCY for RIGHT OF WAY.
15. CITY is the IMPLEMENTING AGENCY for CONSTRUCTION.
16. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
17. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance

18. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that CITY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

Environmental Document Quality Control (EDQC) Program

19. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

CEQA/NEPA Lead Agency

20. CALTRANS is the CEQA Lead Agency for the PROJECT.
21. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

22. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

24. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Air Quality Permits
Local Agency Concurrence/Permit

Project Approval and Environmental Document (PA&ED)

25. As IMPLEMENTING AGENCY for PA&ED, CITY is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
26. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05 Approved Final Environmental Document
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

27. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

28. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

29. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.
30. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
31. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
32. CITY will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
33. CALTRANS will attend all CEQA-related public meetings.
34. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

35. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

36. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.
37. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
38. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.
- CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
39. CALTRANS will attend all NEPA-related public meetings.
40. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

41. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

42. As IMPLEMENTING AGENCY for PS&E, CITY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
43. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

44. As IMPLEMENTING AGENCY for R/W, CITY is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
45. The selection of R/W personnel and WORK within the completed PROJECT's SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
46. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

47. CITY will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
48. CITY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
49. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
50. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right of Way Certification document to CALTRANS six (6) weeks prior to the scheduled Right of Way Certification milestone date for review.

CITY will submit a final Right of Way certification document to CALTRANS for approval 30 days prior to the Certification milestone date.

51. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
52. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
53. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.

Construction

54. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
55. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
285.05.15.xx Change Order Review & Approval as required in this Agreement
270.20.45.xx SWPPP/WPCP Review & Approval

56. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
57. Caltrans will not issue an Encroachment Permit for construction work until CALTRANS accepts:
- The final plans, specifications, and estimate package
 - The Right of Way Certification
 - The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.
58. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
59. CITY will provide a landscape architect who will be responsible for all landscaping activities within the SHS.

60. CALTRANS will review and approve:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

61. If CONSTRUCTION CAPITAL is funded with state or federal funds then CITY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.

62. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

63. CITY is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.

64. CITY will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the construction start of work. CITY will submit a written request to CALTRANS for any additional Department Furnished Materials deemed necessary during the PROJECT construction.

CALTRANS will make the Department Furnished Materials available at a CALTRANS-designated location.

65. The cost of DFM is a CONSTRUCTION CAPITAL cost.

66. The Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.

67. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract.

68. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed.
69. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed..

70. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

Schedule

71. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

72. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
73. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
74. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

75. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
76. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
77. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
78. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
79. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

80. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
81. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
82. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

83. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way.

84. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
85. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
86. CITY will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
87. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
88. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
89. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
90. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

91. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

92. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
93. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
94. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
95. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.

96. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
97. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

98. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

99. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

100. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
101. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

102. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
103. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
104. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
105. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
106. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.
- A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
108. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

109. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
111. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
112. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
113. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

114. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
115. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

116. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
117. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

INVOICING AND PAYMENT

118. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Approval and Environmental Document (PA&ED)

119. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

120. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

121. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

122. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION SUPPORT

123. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION CAPITAL

Department Furnished Materials (DFM)

124. CALTRANS will invoice and CITY will reimburse for actual costs.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Construction materials or equipment supplied by CALTRANS. DFM was previously referred to as State Furnished Materials (SFM).

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

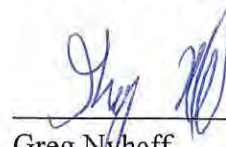


Carrie L. Bowen
District 07 Director

Certified as to funds:


Paul Kwong
District Budget Manager

CITY OF OXNARD


Greg Nyhoff
City Manager

Attest:


Daniel Martinez
City Clerk

Approved as to form and procedure:


Stephen M. Fischer
Interim City Attorney

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by CITY?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTNERS complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Agreement 07-5065 and any amendments to the agreement.

The final signature date on this document terminates Agreement 07-5065 except survival articles.

All survival articles in Agreement 07-5065 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name:

District 07 Director

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

Name:

District Budget Manager

CITY OF OXNARD

Name:

City Manager

Date: _____

Execute Contract Amendments and Approve Budget Appropriations for the Rice Avenue at Fifth Street Grade Separation Project

Public Works and Transportation Committee
March 24, 2020

Tatiana Arnaout
City Engineer



1

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council to approve and authorize:

1. The Mayor to execute the first amendment to Caltrans Cooperative Agreement No. 07-5065, upon receipt, identifying Caltrans will perform the Right of Way Acquisition, Relocation Assistance, and Condemnation in the amount of \$1,200,000 for Project 133101 from State Trade Corridor Enhancement Program Fund (189).
2. The Mayor to execute the second amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$3,056,880.66, for a total of \$8,909,080.94 to complete the Plans, Specification and Estimates for Project 133101 from State Trade Corridor Enhancement Program Fund (189).

2

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize:

3. The City Manager to execute a budget appropriation increase of \$116,075 in the Circulation System Improvement Fees Fund (354) for Project 133101
4. The City Manager to execute a budget appropriation decrease of \$537,000 in the State Trade Corridor Enhancement Program Fund (189) for Project 133101.

3

BACKGROUND

- Project will construct a grade separated bridge crossing over Union Pacific Railroad tracks at the intersection of Rice Avenue at Fifth Street to enhance safety and improve access to the Port of Hueneme.
- Existing intersection:



4

DISCUSSION – Project Alignment

- During design, cost estimates were substantially higher than identified in the Preliminary Engineering phase
- Utility relocations had the most significant cost increases, which were discovered after Utility agencies began design
- Right of Way increases were due to fair market property value analysis
- Construction and support phase increases were due to market escalation

5

DISCUSSION – Project Alignment

- To mitigate costs, Project Development Team, which includes the design Consultant, WKE, Inc., City, County, Caltrans and VCTC Staff, selected to shift the roadway alignment of Rice Avenue 250 feet to the east
- Alignment was studied during the Preliminary Engineering phase and is now deemed to be the most cost effective considering the current cost estimate
- Alignment eliminates majority of utility relocations, reduces number of Right-of-Way (ROW) parcels needed and eliminates need to construct a temporary at-grade crossing and detour road
- Project maintains same deliverables, grade separated bridge, two traffic signals, sidewalk, and bicycle lanes

6

DISCUSSION – Original Project Alignment



7

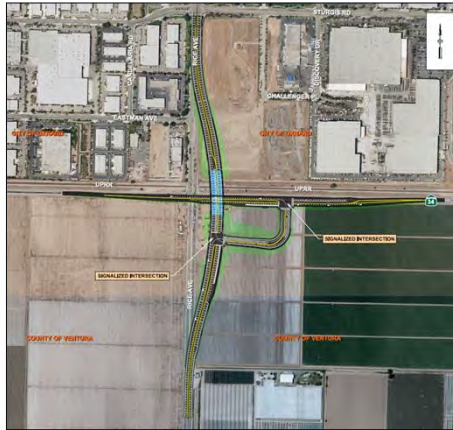
DISCUSSION – New Project Alignment



8

DISCUSSION – Project Alignment Comparison

Original Project Alignment



Revised Project Alignment



9

DISCUSSION – California Transportation Commission Funding

California Transportation Commission (CTC) approved shifted alignment, schedule, addendum to environmental document, and identified additional Trade Corridor Enhancement Program (TCEP) funding for all phases, including:

PHASE	TCEP FUNDING ALLOCATED BY CTC
Previously allocated for Plans, Specifications & Estimates (PS&E) and ROW	\$12,406,000
Additional allocation for PS&E and ROW	\$18,663,000
TOTAL FOR PS&E AND ROW	\$31,069,000

Estimated PS&E and ROW Completion Date: July 2022

10

DISCUSSION – California Transportation Commission Funding

CTC Programmed construction funding:

PHASE	TCEP FUNDING PROGRAMMED BY CTC
Previously programmed for Construction	\$56,200,000
Additional programmed for Construction	\$19,700,000
TOTAL FOR CONSTRUCTION	\$75,900,000

Estimated Construction Begin Date: December 2022
Estimated Construction End Date: August 2026

11

DISCUSSION – First Amendment Caltrans Cooperative Agreement

- Caltrans District 7 will provide ROW support by leading property acquisition
- ROW phase identifies \$2.5 million TCEP grant funding, which includes \$1.2 million for work to be performed by Caltrans staff for ROW acquisition support
- Approval of the first amendment to Caltrans Cooperative Agreement No. 07-5065, identifies \$1.2 million Caltrans ROW Support utilizing TCEP funding

12

DISCUSSION – First Amendment Caltrans Cooperative Agreement

- ROW phase also includes \$19.2 million for ROW Capital
- Caltrans will directly draw \$19.2 million from TCEP grant allocation for ROW capital, which includes ROW acquisition, Relocation Assistance, and Condemnation

13

DISCUSSION – Decrease TCEP Grant Allocation

- \$12,406,000 TCEP grant funding was previously allocated by Council for PS&E and ROW
- Since Caltrans is now leading ROW acquisition, \$11,869,000 will be utilized by the City for PS&E, ROW Support and ROW Utility work
- Budget appropriation decrease of \$537,000

Phase	City Draw Down	Caltrans Draw Down
Initial Allocation-TCEP PS&E, Row	\$12,406,000	\$0
Additional Allocation-TCEP PS&E, ROW	\$0	\$18,663,000
Adjusted Allocation-TCEP ROW	\$(537,000)	\$537,000
TOTAL TCEP GRANT FUNDING	\$11,869,000	\$19,200,000

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DISCUSSION – Second Amendment WKE, Inc. Agreement A-8094

- City Council approved Agreement A-8094 with WKE, Inc. for PS&E phase in July 2018 and a first amendment in June 2019
- An additional \$3,056,855 for WKE, Inc. to complete PS&E for new alignment.
- Approval of the second amendment to the WKE, Inc. Agreement A-8094, increases contract by \$3,056,855 utilizing TCEP grant funding

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DISCUSSION – Budget Appropriation

- Due to cost increases, City conducted an independent peer review
- City requested quotes from three (3) engineering firms and contracted with Dokken Engineering
- WKE, Inc. agreed to reimburse the City for Dokken Engineering's review of WKE, Inc.'s work up to the 65% plan submittal
- WKE, Inc. reimbursed City \$116,075. Staff will recognize \$116,075 revenue for peer review services and appropriate funds to Project 133101

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FINANCIAL IMPACT

- Total value of First Amendment to Caltrans Cooperative Agreement shall not exceed \$1,200,000
- Total value of Second Amendment to WKE, Inc. Agreement shall not exceed \$3,065,855
- Budget appropriation of \$116,075 from Circulation System Improvement Fees Fund (354)
- Budget appropriation decrease of \$537,000 from Trade Corridor Enhancement Fund (189)

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QUESTIONS?



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.2**

DATE: March 24, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2020-21 project list of Senate Bill 1 (SB1) newly proposed projects which will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues;
2. Authorize the use of funds for prior year Road Maintenance and Rehabilitation Account in the amount of \$6,529,977, and the new Fiscal Year 2020-21 funds of \$3,963,952 for a total amount of \$10,493,929; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

BACKGROUND

In 2017 the Governor approved Senate Bill 1 (SB 1) creating the Road Maintenance and Rehabilitation Program (RMRP) which is authorized in Chapter 5, Statutes of 2017. The SB 1 statutes also created the Road Maintenance and Reliability Account (RMRA). The purpose of SB 1 is to provide for increases in fuel taxes and vehicle registration fees to provide an estimated \$52.4 billion in revenue Statewide over ten (10) years. RMRA authorizes the deposit of various funds pursuant to the RMRP as a mechanism to address deferred maintenance on the State Highway System and local street and road system.

State Reporting Guidelines require that local jurisdictions provide the California Transportation Commission (CTC) with an annual resolution identifying projects that may utilize RMRA, including project title, description, location, schedule, and estimated useful life for each project. The resolution must also include projects previously listed that may continue to utilize RMRA in Fiscal Year 2020-21.

The City of Oxnard is complying with the CTC eligibility requirements by adopting the annual resolution. The City also submits annual reporting of expenditures, including additions or omissions to prior project lists, which is allowable through the CTC Guidelines.

The City of Oxnard maintains approximately 383 miles of streets, 70 miles of alleys, and 61 parking lots. Historically, street inspections have been performed by consultants on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterial roads receiving annual inspections. These are referred to as Rotations A, B, & C.

Our street resurfacing consultant, Pavement Engineering Inc. (PEI), uses a Pavement Management System (PMS) to assist us with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the city's pavement system using a software program called StreetSaver. The PMS also helps the city identify candidate streets for potential repair and maintenance, and what sort of repair will be necessary.

PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI of each road segment. These items include:

1. How many cracks there are in a mile of pavement,
2. How deep and long those cracks are,
3. What the crack pattern is
4. What percentage of a road segment displays deficiencies

Crack/deficiency patterns include:

1. Alligator cracking
2. Block cracking
3. Longitudinal cracking
4. Transverse cracking
5. Distortions
6. Utility cuts/patches
7. Rutting/depressions
8. Weathering

The patterns and the percentage of roadway segment affected are entered into StreetSaver and a PCI is generated. Engineers at PEI use that information to determine what the most cost effective repair strategy is. PEI will take the cost of the repair and the life expectancy of the repair to determine the annual maintenance cost. This is the critical part - spending no more than what is necessary on an annual basis on road maintenance.

Another critical factor is when the roadway should be paved. Not timing repairs correctly can lead to additional repairs due to deferred maintenance. There is a point on each road segment where the right timing matches up with the appropriate repair method to create a cost effective pavement repair.

Public Works staff then takes this information and considers:

1. How the timing of street repairs matches up with the timing of pipe replacement needs, and
2. How can the streets be grouped together in a way that maximizes cost effectiveness and efficiency.

This analysis is used to create our Pavement Management Program.

The following streets were selected based on these assessments which were done by PEI and identified through the Pavement Management System for this round of RMRA funds:

CIP Reference: CIP 2019-2024 – Adopted April 2, 2019

Project No. **183113** – Rice Avenue Resurfacing – Page 141

Project No. **183107** – La Colonia Thin Maintenance Overlay Phase II – Page 127

Project No. **183110** – Residential Street Resurfacing – Page 138

The City will continue the three-year rotation, with Rotation C currently being assessed. The Pavement Management System will continue to assist the City in its efforts to monitor treatments and track their effectiveness and help the City in setting future priorities and treatment policies.

PEI is scheduled to provide a more detailed report to City Council regarding the street resurfacing program in early Summer 2020. This will provide the Public and the City Council with an opportunity to learn more about pavement technology, basic pavement design, and engineering economics.

DISCUSSION

In Fiscal Year 2020-21, the State estimates that the City will receive \$3,963,952 of new RMRA (Fund 185) funds. Staff recommends that City Council adopt a Resolution proposing the following projects utilize the new RMRA (Fund 185) funds, and projects that may use \$6,529,977 of prior year RMRA (Fund 185), for a total amount of \$10,493,929.

Project	RMRA Funding
Rice Avenue Street Resurfacing	\$390,000
Thin Maintenance Overlay Phase II	\$4,739,977
La Colonia Thin Maintenance Overlay Phase II	\$1,400,000
Residential Street Resurfacing	\$1,563,952
East Gonzalez Road Street Resurfacing	\$1,300,000
West Gonzales Road Street Resurfacing	\$1,100,000

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives: Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Recommended action and resolution fulfills State requirements and does not appropriate funds through this item.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. RMRA Resolution
2. SB1 RMRA PPT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Oxnard must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Oxnard, will receive an estimated \$3,963,952 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the third year in which the City of Oxnard is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Oxnard has undergone a robust public process to ensure public input into our community's transportation priorities (the project list); and

WHEREAS, the City of Oxnard used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Oxnard maintain and rehabilitate six (6) streets and road projects within several neighborhoods throughout the City this year and 10 similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are at a higher risk condition and this revenue will help us increase the overall quality of our road system and over the next decade may bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oxnard, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Project Location	Estimated Schedule Start/End	Estimated useful life
Thin Maintenance Overlay Phase II	Street overlay, ADA improvement, Concrete work, Traffic striping	Various Residential, Commercial, and Arterial Streets Citywide	3/01/2020 to 7/01/2020	15 years
La Colonia Thin Maintenance Overlay Phase II	Street overlay, ADA improvement, Concrete work, Traffic striping	La Colonia Neighborhood Streets	2/01/2021 to 5/01/2021	15 years
Residential Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Various Residential Streets Citywide	8/01/2020 to 11/01/2020	15 years
East Gonzales Road Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	East Gonzales Road between Oxnard Boulevard and Rice Avenue	3/01/2021 to 7/01/2021	15 years
West Gonzales Road Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	West Gonzales Road between Oxnard Boulevard and Victoria Avenue	3/01/2021 to 7/01/2021	15 years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Oxnard is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues. The City Council authorizes the use of funds for prior year RMRA in the amount of \$6,529,977 and the new Fiscal Year 2020-2021 funds of \$3,963,952 for a total amount of \$10,493,929.

Project Title	Project Description	Project Location	Estimated Schedule Start/End	Estimated useful life
Rice Avenue	Street overlay, ADA improvement, Concrete work, Traffic striping	Fifth Street to Gonzales Road	8/01/2020 to 11/01/2020	15 years

4. The City Council authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED THIS _____ of _____ 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

Senate Bill 1 (SB1) Road Maintenance & Rehabilitation Account (RMRA) Funding and Project List

Public Works and Transportation Committee
March 24, 2020

Tatiana Arnaout
City Engineer



RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2020-21 project list of Senate Bill 1 (SB1) newly proposed projects which will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues;
2. Authorize the use of funds for prior year Road Maintenance and Rehabilitation Account in the amount of \$6,529,977 and the new Fiscal Year 2020-21 funds of \$3,963,952 for a total amount of \$10,493,929; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

BACKGROUND

- April 2017 - Governor signed Senate Bill 1 (SB1) also known as the Road Repair and Accountability Act of 2017
- SB1 increases fuel taxes and vehicle registration charges to provide the State an estimated \$5.4 billion annually to fix roads, freeways, and bridges statewide
- SB1 funding is distributed through several programs including per-capita and competitive grants, including the Roadway Maintenance and Rehabilitation Account (RMRA)

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BACKGROUND

- RMRA provides City with monthly apportionment on a per-capita basis
- RMRA funding may only be used for road maintenance and rehabilitation projects when Cities have a pavement condition index of 79 or below. City's pavement condition index is currently at 58.
- To secure RMRA funding, California Transportation Commission (CTC) requires City to submit a resolution listing projects for the estimated annual apportionment.

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BACKGROUND

City Responsible for Road Maintenance & Rehab of:

Street Miles

Alley Miles

Parking Lots

383

70

61

5

BACKGROUND

- Street inspections performed on a three-year rotation by Pavement Engineering Inc. (PEI):
 - 1/3rd of residential and collector streets inspected each year
 - 100% of arterial roads receiving annual inspections
- They use a Pavement Management System (PMS) to assist us with:
 - Tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the city's pavement system
 - Identifying candidate streets for potential repair and maintenance

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BACKGROUND

- PEI uses a variety of measurements to determine the Pavement Condition Index (PCI) including:
 - How many cracks there are in a mile of pavement
 - How deep and long those cracks are
 - What the crack pattern is
 - What percentage of a road segment displays deficiencies
- Crack and deficiency patterns include:

• Alligator cracking	• Distortions
• Block cracking	• Utility cuts/patches
• Longitudinal cracking	• Rutting/depressions
• Transverse cracking	• Weathering

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BACKGROUND

- The patterns and the percentage of roadway segment affected are entered into StreetSaver and a PCI is generated.
- PEI uses that information to determine what the most cost effective repair strategy is.
- PEI will take the cost of the repair and the life expectancy of the repair to determine the annual maintenance cost.
 - This is the critical part - **spending no more than what is necessary on an annual basis on road maintenance.**
- Another critical factor is when the roadway should be paved.
 - Not timing repairs correctly can lead to additional repairs due to deferred maintenance.

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BACKGROUND

- Public Works staff then takes this information and considers:
 1. How the timing of street repairs matches up with the timing of pipe replacement needs, and
 2. How can the streets be grouped together in a way that maximizes cost effectiveness and efficiency.
- This analysis is used to create our Pavement Management Program.
- PEI is scheduled to provide a more detailed report to City Council regarding the street resurfacing program in early Summer 2020.
 - This will provide the Public and the City Council with an opportunity to learn more about pavement technology, basic pavement design, and engineering economics.

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DISCUSSION

- In Fiscal Year 2020-21, the State estimates City will receive \$3,963,952 of new RMRA funds
- Staff recommends that City Council adopt a Resolution proposing the following projects utilize the new RMRA funds and \$6,529,977 of prior year RMRA, for a total amount of \$10,493,929.

Project	RMRA Funding
Rice Avenue Street Resurfacing	\$390,000
Thin Maintenance Overlay Phase II	\$4,739,977
La Colonia Thin Maintenance Overlay Phase II	\$1,400,000
Residential Street Resurfacing	\$1,563,952
East Gonzalez Road Street Resurfacing	\$1,300,000
West Gonzales Road Street Resurfacing	\$1,100,000
Total:	\$10,493,929

- These were identified through the PMS as needing resurfacing.

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**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.3**

DATE: March 24, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Trade Services Agreement A-8208 to Natural Green Landscape, Inc. for Landscape Maintenance Services at Various City Facilities. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8208 with Natural Green Landscape, Inc. for a total agreement value of \$356,112 for a term of three (3) years to provide landscape maintenance services at various City facilities.

BACKGROUND

On November 15, 2019, the City issued a request for bids (RFB) No. PW 20-26 for Landscape Maintenance Services at the following locations:

1. Blending Station No. 4, 3637 North Rose Avenue
2. Blending Station No. 3, 1700 Solar Drive
3. Environmental Resources (ER) - Del Norte Recycling and Transfer Station, 111 Del Norte Boulevard
4. Environmental Resources (ER) Vacant Dirt Lot – Corner of Del Norte Boulevard and Fifth Street
5. Oxnard Police Department (OPD) Sturgis Annex, 3001 Sturgis Road
6. Water Campus, 251 South Hayes Avenue
7. Vacant Lot, 167 South Hayes Avenue
8. Oxnard Transit Center (OTC), 201 East Fourth Street
9. Blending Station No. 2, 1061 Richmond Avenue
10. Wastewater Treatment Plant (WWTP), 6001 South Perkins Road
11. Advanced Water Purification Facility (AWPF), 5700 South Perkins Road
12. Blending Station No. 5, 980 East Pleasant Valley Road

DISCUSSION

The City's Purchasing Department received three (3) responsive bids by the December 23, 2019 closing date. The selected bidder, Natural Green Landscape Inc., provided the lowest responsible and responsive bid. On January 28, 2020, the award notice was posted on the City's Public Purchase website.

The City has several locations that require landscape maintenance services and are contracted out. The previous

landscape maintenance services agreement with The Groundskeeper, Inc. expired November 26, 2019. Currently, City Corps is servicing all locations until Natural Green Landscape, Inc. begins services.

Natural Green Landscape, Inc. will provide landscape maintenance services to the twelve locations at different frequencies based on the needs of the facility. Staff has verified that vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total cost of this three (3) year agreement with Natural Green Landscape, Inc. is \$356,112 and will be divided accordingly among each division and per fiscal year. There is sufficient Fiscal Year 19/20 funding available in the following accounts: Water (601-6010-842.82-09), Wastewater Treatment (621-6205-842.82-09), Advanced Water Purification Facility (601-6012-842.82-09), Environmental Resources (631-6301-842.82-09), Trees & Medians – General Fund (101-5705-805.82-09) and Oxnard Transportation Center – TDA Funds (213-3107-803.82-09).

The remaining agreement balance will be requested in subsequent fiscal years. The following table provides the spending plan by fund and fiscal year:

Division/Location	Fund	Fiscal Year 19/20 3 months	Fiscal Year 20/21 12 months	Fiscal Year 21/22 12 months	Fiscal Year 22/23 9 months	Grand Total
Water	Water- 601	\$6,225	\$24,900	\$24,900	\$18,675	\$74,700
Wastewater Treatment Plant	WWTP-621	\$9,000	\$36,000	\$36,000	\$27,000	\$108,000
AWPF	Water- 601	\$2,100	\$8,400	\$8,400	\$6,300	\$25,200
Environmental Resources	Solid Waste- 631	\$7,000	\$20,500	\$20,500	\$21,012	\$69,012
Trees and Medians	General Fund- 101	\$2,100	\$0	\$0	\$0	\$2,100
Oxnard Police Annex	General Fund- 101	\$0	\$8,400	\$8,400	\$6,300	\$23,100
Oxnard Transit Center	Transportation -213	\$4,500	\$18,000	\$18,000	\$13,500	\$54,000
Total		\$30,925	\$116,200	\$116,200	\$92,787	\$356,112

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Natural Green - A-8208

2. Natural Green Response
3. RFC No. 1 - Unit Price Clarification
4. PW 20-26 Bid Tabulation Sheet
5. Natural Green A-8208 PowerPoint

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 21, 2020
- (2) Vendor: Natural Green Landscape, Inc.
- (3) Services: Landscape Maintenance for Various Locations
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date.
- (5) Agreement Ending Date: April 20, 2023
- (6) Total Agreement Amount: \$356,112
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: Ron Norton, Account Manager
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?
- ☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|---|---|
| <p><i>FOR VENDOR:</i></p> <p>5661 Perkins Road
Oxnard, CA 93033
Attn: Ron Norton, Account Manager</p> | <p><i>FOR CITY:</i></p> <p>305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistance Public Works Director</p> |
|---|---|
- (12) Contact Emails:
- | | |
|---|---|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>rnorton@ntlgreen.com or gilbert@ntlgreen.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>brian.yanez@oxnard.org</p> |
|---|---|

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|--|---|
| <ul style="list-style-type: none"> ☒ Scope of Work, Scope of Services and General Requirements Exhibit ☒ Rates and Costs Exhibit ☒ Living Wage Policy Exhibit | <ul style="list-style-type: none"> ☒ Prevailing Wages Exhibit ☒ Insurance Exhibit (INS-D) |
|--|---|

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES (“Agreement”) is entered into in Ventura County, California, on the date that is written as “(1) Agreement Start Date” on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard (“City”) and the person or entity listed as “(2) Vendor” on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as “(3) Services” on the Cover Page (the “Services”). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as “(4) Schedule of Services” on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as “(1) Agreement Start Date” on the Cover Page and shall end on the date that is written as “(5) Agreement Ending Date” on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as “(6) Total Agreement Amount” on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City’s payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

22. Vendor’s Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor’s full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor’s personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

NATURAL GREEN LANDSCAPE, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Buyer

 Gilbert Zaragoza, Jr., President,² _____ Date
 Secretary, Treasurer

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

10.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

10.1 Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

10.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

10.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

10.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

10.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

10.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

10.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

10.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

11.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by

the Project Manager of each Operation. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – THIS IS AN “ON-CALL/AS-NEEDED” SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.

Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeds or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.

Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project

Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines." Pruning, shaping and structuring of trees shall be done once every year, and root pruning as needed.

All trees on premises shall be pruned annually; however, coral trees (*Erythrina caffra*) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the Project Manager of each Operation or his/her representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Vendor shall cut to laterals to preserve the natural form of the tree and remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership. When cutting back, vendor shall avoid cutting back to small suckers and remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the

year. A four (4) inch ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches- five (5) inches of mulch. Mulch shall not contact the base of the tree.

Palm trees on premises shall be pruned twice a year. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning includes structural pruning, crown raising, crown cleaning and crown reduction and all cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

12.0 GENERAL REQUIRMENTS

12.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

12.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

12.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

12.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

12.5 Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

12.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

12.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

12.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

12.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

12.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

12.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit

Eight (8) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex

RATES AND COSTS EXHIBIT

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Cost
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	\$600.00 - monthly
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$400.00 - monthly
3. Wastewater Treatment Plant	6001 Perkins Rd	3 days a week	A B C D E F H J K L M N O P Q R S T U	\$3,000.00 - monthly
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	\$700.00 - monthly
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	\$150.00 - monthly
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	\$600.00 - monthly
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	\$175.00 - monthly
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	\$150.00 - monthly
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Once a month	A B C D E F G H J K L M N O P Q R S T U	\$700.00 - monthly
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$1,500.00 - monthly
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$1,500.00 - monthly
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$2,500.00 - on call

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER **B****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR, [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT



City of Oxnard
Request for Bid
PW20-26

LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS LOCATIONS

Bid Close Date: December 16, 2019

NEW CLOSE DATE – December 23, 2019

By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>



CITY OF OXNARD INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.



2.0 MANDATORY PRE-BID MEETING AND SITE VISIT

There will be a **MANDATORY** pre-bid meeting, followed by site visits to all locations, both of which will be held on December 4, 2019 at 9:00 a.m. beginning at the City of Oxnard Blending Station located at 3637 North Rose Ave, Oxnard, CA 93030. Please contact Patricia Garcia on this date only at (805) 385-7538 if you require further information on the locations below.

Site visits will follow in the order below:

1. Blending Station No. 4, 3637 North Rose Ave, Oxnard, CA 93036
2. Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
3. Del Norte Recycling and Transfer Station, 111 Del Norte Blvd, Oxnard, CA 93030
4. Vacant Dirt Lot – Corner of Del Norte Blvd and Fifth Street
5. Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030
6. Water Campus, 251 S. Hayes Avenue, Oxnard, CA 93030
7. Vacant Lot, 167 S. Hayes Avenue, Oxnard, CA 93030
8. Oxnard Transit Center (OTC), 201 E. Fourth Street, Oxnard, CA 93030
9. Blending Station No. 2, 1061 Richmond Avenue, Oxnard, CA 93030
10. Wastewater Treatment Plant, 6001 S. Perkins Road, Oxnard, CA 93033
11. Advance Water Purification Facility (AWPF), 5700 S. Perkins Road, Oxnard, CA 93033
12. Blending Station No. 5, 980 E. Pleasant Valley Road, Oxnard, CA 93033

3.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

4.0 PREPARATION OF BID

4.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

4.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

4.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

4.4 The bid must be submitted by an authorized agent of the submitting entity.

5.0 FORMAT

Use the electronic format provided by **PublicPurchase.com**. If submitting more than one bid, separate the bid documents.

6.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:	NATURAL GREEN LANDSCAPE, INC./S-CORP
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B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. BIDDER'S RESPONSE:	Gilbert Zaragoza Jr. (Owner/No Contributions made)
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ii. BIDDER'S RESPONSE:	President/Gilbert Zaragoza Jr.-Project Director/Ron Norton-Sr. Account Mgr/Mark Roling
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iii. BIDDER'S RESPONSE:	15 years
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City of Oxnard
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iv. **BIDDER'S RESPONSE:** 5661 Perkins Road, Oxnard, CA 93033

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: N/A - NONE

- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Gilbert Zaragoza Jr./President – Mark F. Roling/Sr. Account Manager – Ron Norton/Project Director

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

#1 Gilbert Zaragoza Jr.

i. **BIDDER'S RESPONSE:** President/Owner

ii. **BIDDER'S RESPONSE:** Oversee the entire company operation

iii. **BIDDER'S RESPONSE:** 20 Years landscaping experience

iv. **BIDDER'S RESPONSE:** High School/ITT Technical School



City of Oxnard
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v. BIDDER'S RESPONSE:	Certification in QAL/Cotractor's License & C27
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vi. BIDDER'S RESPONSE:	Have worked on Oxnard City Landscape accounts before
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#2 Ronney Norton

i. BIDDER'S RESPONSE:	Project Director
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ii. BIDDER'S RESPONSE:	Oversee major municipal and commercial accounts
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iii. BIDDER'S RESPONSE:	37 years experience
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iv. BIDDER'S RESPONSE:	High School
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v. BIDDER'S RESPONSE:	Certification in chemicals/Playground Equipment/Irrigation
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vi. BIDDER'S RESPONSE:	Has worked on Oxnard & Port Hueneme Landscape Projects
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#3 Mark F. Roling

i. BIDDER'S RESPONSE:	Senior Account Manager
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ii. BIDDER'S RESPONSE:	Oversee service to accounts in field & Administration
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iii. BIDDER'S RESPONSE:	32 years experience
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iv. BIDDER'S RESPONSE:	High School/BS Degree
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v. BIDDER'S RESPONSE:	FEMA Emergency Response Certification
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vi. BIDDER'S RESPONSE:	Has worked with major accounts/municipal & corporate
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#4 Alfred Burt

i. BIDDER'S RESPONSE:	Senior Account Manager/Tree Specialist
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ii. BIDDER'S RESPONSE:	Specialize in Trees, Trimming, Health, etc.
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iii. BIDDER'S RESPONSE:	28 years experience
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iv. BIDDER'S RESPONSE:	High School
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v. BIDDER'S RESPONSE:	ISA Certified Arborist
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vi. BIDDER'S RESPONSE:	Has handles tree issues & accounts for Navy and others
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PROPOSER'S BACKGROUND/HISTORY

1). PERSONAL EXPERIENCE OF MANAGEMENT STAFF:

A). **Ron Norton** has been in the landscaping industry for over 40 years. 27 of those years were spent the City of Port Hueneme Landscaping Division as Landscaping Coordinator. Now with Natural Green as **Project Director** for most of our municipal accounts since 2017, Ron's background allows him the knowledge of working with the various city public works departments and how they all function together as a cohesive unit, as well as working directly with the City of Port Hueneme City Manager's office concerning crucial day-to-day operations. This will be a big bonus advantage to the City of Camarillo working with an insider like Ron.

B). **Paul Zaragoza** has been in the landscaping industry for over 43 years. For 38 of those years he was assigned to landscaping services management at predominantly military bases. They included NBVC Port Hueneme & Point Mugu, as well as Camp Pendleton, Norco Navy Station, El Toro Air Force Base, Navy Seal Beach Station, and even the County of Los Angeles-Castaic Lake. Through his experience, Paul is very experienced in working with and knowing the demands of a government agency, especially with the years he worked under the strictness of the United States Military's performance-based guidelines. Paul joined Natural Green Landscape, Inc. in 2013 as **Project Director**, and has continued to be their on-site representative to all Navy contracted properties.

C). **Mark F. Roling** has been in Property Management related fields for the last 34 years. Coming from over 20 years as a film studio facilities Director (Warner Bros. Studios), he has expertise in all facets of facilities maintenance including structural and landscaping issues. After leaving the studio and taking a job as Director of Operations for Simon Property Group at Camarillo Premium Outlets, he spent 8 years making sure that facility held the ranking of #1 in the Western Region Portfolio in property operations, customer satisfaction and mall appearance. During that time, he worked closely with all the departments of Public Works, the Traffic Manager's Office, and the Sheriff's Office of Camarillo. A big part of his job was to maintain an excellent working relationship between all City Departments for the shopping center, as well as Simon Property Group as a whole, being the leading revenue stream within Camarillo for many years. Mark joined Natural Green Landscape & Construction in 2014, where he serves as **Senior Account Manager**.

D). **Alfred Burt** has been in the landscape industry for the last 21 years. He grew up in all facets of landscaping, but took a specific interest in trees, as a trimmer from the ground up, and obtained his Arborist Certification 18 years ago. He has worked with Valley Crest and M&R Landscape & Construction, just to name a few. He is well known for his expertise in the tree community, and was in extremely high demand when he decided to join Natural Green Landscape as their **Senior Account Manager-Tree Expert** on May 1, 2019. Alfred's Arborist Certification License number is WE-5769A.

Please also see RESUME section.

2). EXPERIENCE WITH LARGE SCALE/HIGH PROFILE LANDSCAPE PROPERTIES:

- 1) San Buenaventura Housing Authority-numerous locations-Ventura**
- 2) Mandalay Beach Townhomes HOA – Oxnard**
- 3) Victoria Estate Homes HOA - Oxnard**
- 4) Surfside III COA – Port Hueneme**
- 5) Surfside IV COA – Port Hueneme**
- 6) The Collection at Riverpark (Shopping Center-Centercal Properties)**
- 7) Shea Properties Group (The Collection & Riverpark Community Homes)**
- 8) The Colony at Mandalay Beach HOA - Oxnard**
- 9) Anacapa Walk HOA – Port Hueneme**
- 10) Whitesails HOA – Channel Islands**
- 11) Fairfield II HOA – Camarillo**
- 12) Camarillo Premium Outlets – Camarillo**
- 13) Pacific View Mall (Shopping Center) – Ventura**
- 14) Excel Property Management-Parcel D-Camarillo Outlets – Camarillo**
- 15) Calarosa Ranch HOA - Camarillo**
- 16) City of Oxnard Housing (Construction Special Projects & Landscape Installs)**
- 17) Levity Live Entertainment/Copper Blues Bar & Grill – The Collection – Oxnard**
- 18) McCarthy Builders – Riverpark Senior Living – Oxnard**
- 19) Deforest Construction – Levity Live - The Collection – Oxnard**
- 20) Bailey Construction – Red Robin – The Collection – Oxnard**
- 21) Red Robin International (Maintenance) – The Collection – Oxnard**
- 22) Starbucks at The Collection (Maintenance) – Oxnard**
- 23) Ventura County Credit Union (Installs & Maintenance) – The Collection – Oxnard**
- 24) Yard House Bar & Grill – The Collection – Oxnard**
- 25) Smart Living Homes (new installs & construction) – Moorpark**
- 26) Sonata Apartment Homes at Riverpark – Oxnard**
- 27) Mosaic Apartment Homes at Riverpark – Oxnard**
- 28) Trellis Apartment Homes at Riverpark – Oxnard**
- 29) Market Street Homes at Riverpark - Oxnard**
- 30) St. John's Lutheran Church – Oxnard**
- 31) U.S. NAVY & LINCOLN HOUSING OF SAN DIEGO AT NBVC – Navy Bases at Port Hueneme - 6 MEN, Point Mugu – 6 MEN, Naval Air Station Lemoore, Lemoore, CA – 26 MEN, Naval Air Weapons Station, Ridgecrest, CA. Monthly Landscaping Services, Construction and Special Projects.**
- 32) PLEASANT VALLEY PARKS & RECREATION – CAMARILLO – 4 man crew & 1 Spray Technician.**

Natural Green Landscape, Inc.
5661 Perkins Road, Oxnard, CA 93033
Office: (805)824-0564 Fax: (805)804-3972

Natural Green Landscape, Inc.
Landscape & Construction

Natural Green Landscape, Inc
5661 Perkins Road
Oxnard, CA 93033
mroling@ntlgreen.com
WWW.NTLGREEN.COM

RONNEY NORTON

RESUME

**CITY OF PORT HUENEME
1989-9/2015 (26 YEARS)
LANDSCAPING MANAGER**

Handled all matters dealing with landscaping for the City of Port Hueneme, including Public Parks, Playgrounds, Waterways, Canals, Medians, Greenbelts, Trees, all new plant life installs and light maintenance, irrigation, Traffic Control in Median treatments and Storm Conditions, etc.

**NATURAL GREEN LANDSCAPE, INC.
9/2015 – PRESENT
PROJECT DIRECTOR
COMMERCIAL LANDSCAPE ACCOUNTS
&
HOA COMMUNITIES**

Project Director is the key liaison between the client, Operations/Management Office-Retail, or HOA Committee members on all matters irrigation. With his 27 years experience running city crews, Ron is a master at estimating extra work, maintaining existing landscape, and specializes in irrigation. Ron also has his NRPA Certification as a Certified Playground Safety Inspector (please see attached cert copy). Ron is an expert in his knowledge of all plant life, as well as tree species, conditions, health and treatment of molds or disease.

RON CURRENTLY HANDLES THE PLEASANT VALLEY PARKS & RECREATION ACCOUNT IN CAMARILLO FOR NATURAL GREEN.

Personal Certificates & Licenses provided on request.

Natural Green Landscape, Inc.

Landscape & Construction

Natural Green Landscape, Inc
5661 Perkins Road
Oxnard, CA 93033
mg@naturalgreen.com
www.naturalgreen.com

PAUL ZARAGOZA

RESUME

California C27 License #856441 & QAL License #127412

Paul Zaragoza has over 38 years management experience working for numerous Navy & Military Bases as Landscaping Director for different service providing companies such as; Landscape West, California West Arborists, HD Gillian & Associates, Vocational Training Center, and finally Natural Green Landscape.

During his professional career, Paul has been assigned to manage high profile properties such as; NBVC Port Hueneme, Point Mugu, Camp Pendleton, Norco Navy Station, El Toro Air Force Base, Navy Station Seal Beach, Los Angeles County-Lake Castaic, and many others.

Paul is currently Director of Landscape Services and handles all landscape crews and responsibilities for NBVC Port Hueneme & Point Mugu for Natural Green Landscape, Inc. He has been with Natural Green since September of 2013.

Personal Certificates & Licenses provided on request.



Mark F. Roling

2307 Shakespeare Drive
Oxnard, CA 93033
Cell: (805)796-5382
E-mail: mark@ntlgreen.com

Professional Experience

Senior Account Manager

Natural Green Landscaping, Inc.

Oxnard, CA 93033

2/3/14 – PRESENT

- Senior Account Manager & Facilities Consultant concerning all property operations for construction and landscaping that handles landscaping and construction for such properties as; the two Ventura County Naval Bases (Point Mugu & Port. Hueneme), The Camarillo Premium Outlets (Simon Property Group – 100 acre facility), The Collection shopping center in Oxnard, The City of Oxnard, and many other large landscaping accounts in the Ventura & Los Angeles counties. Experienced in Pro Landscape software program used to design property landscape & hardscapes.
- U.S. Department of Defense Government Security Clearance for Civil contract work with the Military (Naval Bases, Pt. Mugu & Pt. Hueneme in Ventura County).

Operations Director

Simon Property Group – Camarillo Premium Outlets (100 acres) & The Outlets at Orange (73 acres)

Orange, CA

12/06/06 – 1/24/14

- In charge of handling all Operations (facilities) duties for a multi-structured complex of the most famous fashion brand names in the world, along with five proposed restaurant locations.
- Duties include overseeing the Maintenance, Custodial, Security, Landscaping & Construction Departments (concrete, paving, storefront construction, signage, lighting, etc.).
- Create all Requests For Proposals, monitor bidding, and award projects for Operational and Capital expense completion.
- In charge of all property contract vendors for Roofing, HVAC, Electrical, Plumbing and Contract Maintenance.
- Monitor all General Contractors and construction projects throughout the center, including store tenant build-out projects, remodels and tenant improvements.
- Responsibilities also include assisting with the development of annual operating budgets and charting budget expenses throughout the year.



- Liaison to all departments of the City of Camarillo and the County of Ventura including Ventura Fire & Sheriff's departments, City Public Works (Sanitary District, Traffic Management, Environmental Health, Building Department, and was a member on the Board of the Ventura County Transportation Committee in the interest of the center and Simon Property Group).

Sales & Marketing Manager - Studio Operations & Technical Services

Warner Bros. Studios, Burbank, CA

09/00-12/06

- Developed and directed independent production business sales for Warner Bros. Studios Facilities. Procured equipment, handled all stage production and facility needs, including Studio Utilities and all Production Services involving Lighting/Grip, Expendables, Property & Costume Departments, Construction Services, Catering, Security, Fire, Office Services, etc. Extensive knowledge of production from conception of script to Post Production of film for Warner Bros. Features and WBTV.

Director of Studio Operations

(Two Studio Facilities Properties)

**Raleigh Film & Television Studios, Hollywood
& Manhattan Beach, CA**

10/98-09/00

- Reported directly to the President regarding all Human Resources, Food Services (Catering & Commissary), Office Services, Stage rentals and scheduling, Special Events, Marketing for Production Services, Security & Parking, Telecom, Post Production Sound, Editing, and Screening departments, as well as special corporate studio property marketing and development projects for the largest independent film & television studio in the world.
- Prepared all operating and capital budgets and business plans for above departments.
- Tracked revenues and expenses for each department's operating budgets in order to maximize profit potential and increase manager and employee performances.
- Met routinely with top vendors to negotiate, maximize and monitor contractual obligations regarding the studio's demands and commission structures.
- As second in command of the Studio Executive Committee, duties included developing marketing policies and procedures to increase production services to independent filmmakers.



Manager of Studio Operations

Warner Bros. Studios, Burbank, California,

10/88-10/98

- Scheduled backlot streets and stages for Warner Bros. TV & Features, as well as independent film and commercial production companies.
- Created, controlled, and monitored all monthly & annual financial budgets for the department.
- Developed the Operations Special Events department from the ground up within the Studio Operations/Facilities Division, and headed that department for 8 years.
- Coordinated film & television premieres and press junkets, stockholder's meetings, public relations events and promotional parties for top corporate officials of all Time Warner divisions (TV, Features, Music & Records, Turner Broadcasting, etc.). Served as liaison to service outside clientele such as; Fox, IBM, Lexus, Mercedes Benz, Ford, General Motors, Amgen Pharmaceuticals.
- Credited Stage Manager for such stand-out events as; the MTV Awards and MTV Reunions of the Eagles, Fleetwood Mac, Creedence Clearwater Revival, Van Halen, Los Lobos and many others.
- Managed charitable fund-raising events such as the "We Are The World" production and recording for stage, sound and editing needs.
- Managed marketing trade shows representing Warner Bros. Studios in all convention venues to increase studio services business and presence in the film community.
- Assisted with all marketing and advertising efforts related to Operations & Studio Services.

Education

Bachelor of Science – Criminal Justice/Psychology

- University of Wisconsin, 1982
- 160-hour LAPD training course concerning private investigation into corporate crime for MCA/Universal Studios & MCA/Universal Records as part of the Special Investigations Unit monitoring and investigating corporate and copyright crime.



ALFRED BURT, JR.

723 Paseo Camarillo #930
Camarillo, CA 93010

Phone: (805)754-6106
email: alfred@ntlgren.com

Objective: Be a versatile and progressive individual who desires to optimize growth, strengthen client relationships and create new opportunities. My key skills that will drive growth are experience, data formulation to maximize value of approvals, proactive actions to foster success.

SUMMARY OF QUALIFICATIONS:

- ✓ Strong interpersonal and communication skills. Exceptionally effective in communications with internal and external business and customer contacts. Proven as a leader and successful in training, building, motivating and maintaining effective working relationships with co-workers and landscaping supervisors and teams.
- ✓ Relationship oriented sales based on trust which minimizes losses and increases growth.
- ✓ Highly focused and results-oriented, specializing in implementing processes and structure by refining production goals and measuring costs to achieve the company.
- ✓ Proficient in Microsoft Office, **GIS and mapping tools to collect, interpret and apply applicable data to improve efficiency in processes and achieve and positive sales growth.**
- ✓ **International Society of Arboriculture (ISA) certified arborist #WE-5769A. Strong technical knowledge and 18 years of practical experience in tree care, sales, business development, and commercial, residential and Home-Owner Association (HOA) tree management.**

NATURAL GREEN,

Senior Account Management, Tree Care Specialist

Performed account management for maintenance customers. These duties included attending board meetings, property walks, reviews with managers and board members. New business development for Tree Care, Landscape Maintenance and Construction.

- Communication and Assessment with Municipal, Property Management and HOA Boards. The primary parallels are Listening, Communication, Trust.
- Gather information for irrigation, enhancements and task details to improve areas requested by clients.
- Photos, maps and general information to communicate needs to production staff and eventually client.
- Community Evaluations and identify issues in landscape, irrigation and tree care, Provide Ancillary Sales to improve community and proactively maintain aesthetic and financial value by, providing guidance to onsite crew leaders and City Staff.

M & R Landscape and Construction, Ventura CA.

5/2015 – 5/2019

Account Management, Business Developer, Outside Sales

Performed account management for maintenance customers. These duties included attending board meetings, property walks, reviews with managers and board members. New business development for Tree Care, Landscape Maintenance and Construction.

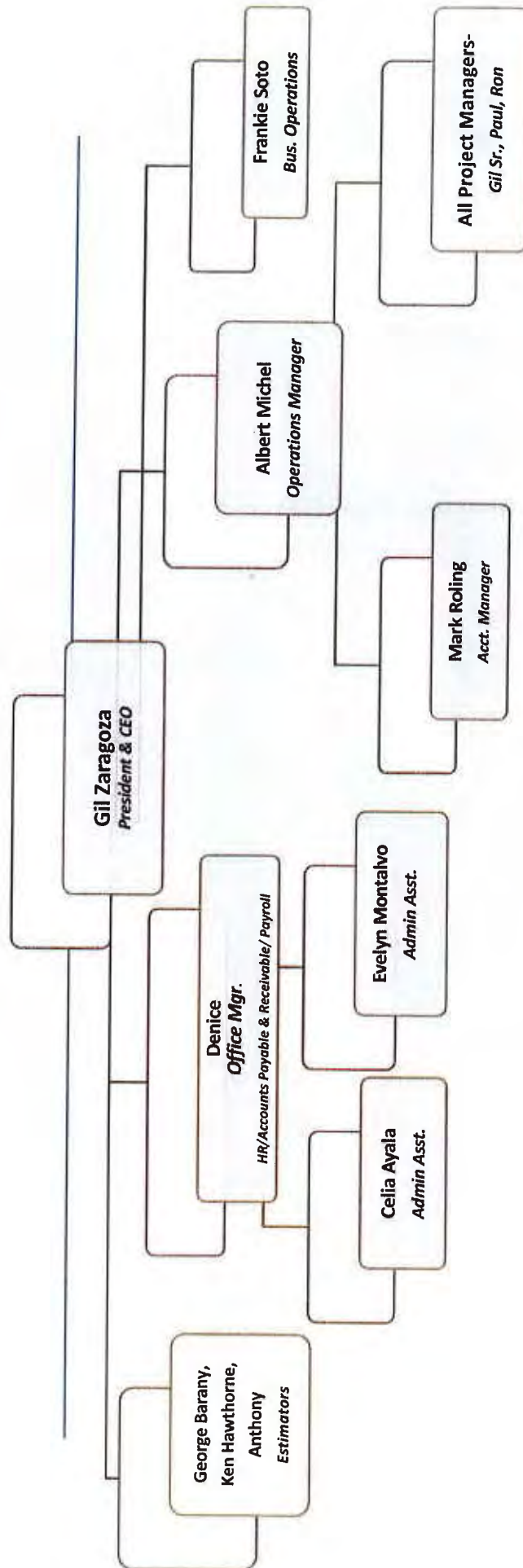
- Landscape Account management as a position is a natural progression from my work history. The primary parallels are Listing, Communication, Trust.
- Gather information for irrigation, enhancements and task details to improve areas requested by clients.
- Photos, maps and general information to communicate needs to production staff and eventually client.
- Goal as account manager is not to criticize production. Being proactive, provide guidance, task driven and foster retention of current landscape contracts and drive potential ancillary sales or services.



OTHER EXPERIENCE:

Valley Crest Tree Care Services, Ventura CA.	2012-2015
Urban Forest Tree Care, Mesa, AZ	2011-2012
Turner Tree/Landmark Land Management INC., Phoenix, AZ	2007-2011
Groundskeeper, INC., Phoenix, AZ	2006-2007
Urban Forest Tree Care, Mesa, AZ	2003-2006
Tree Doctors, Inc, Mesa AZ	2002-2003
AGAPE Tree Service/Bartlett Tree Experts Obtained ISA Certification	1998-2002

Organizational Chart





PLEASE SEE ADDITIONAL RESUMES OF STAFF ATTACHED THAT ADD SUPPORT TO COMPANY

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CITY INFORMATION

7.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

8.0 BACKGROUND INFORMATION

The City of Oxnard is requesting bids from experienced Contractors to provide Landscape Maintenance Services at twelve City facilities throughout Oxnard. These landscapes range from water-wise gardens to corporate style frontage landscapes.

The Landscape Maintenance contractor shall familiarize themselves with the locations and exhibits provided to fully understand the needs and requirements of the site's maintenance requirements. The staff utilized to perform landscape work at the City of Oxnard premises must be competent in maintenance techniques of drought tolerant and landscapes. The landscape Contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified in this Request for Bid (RFB).

The landscape Contractor will provide a sufficient quantity of tools needed to equip the work force. City of Oxnard will not loan tools to the landscape contractor and will not provide tool storage; therefore, the contractor must remove all tools and equipment at the end of the workday.

Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and City of Oxnard personnel. The bid will include all landscaping areas as detailed in attached exhibits.

9.0 SERVICE DESCRIPTION

Contractor to provide Landscape Maintenance Services to the following 12 locations along with their frequency details:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030 – **Bi-Weekly**
- Water Division Vacant Lot, 167 South Hayes, Oxnard, CA 93030 – **Please see “Section I. Weed Abatement” only for this location. – On-Call / As Needed**
- Wastewater Treatment Plan, 6001 South Perkins Road, Oxnard, CA 93033 – **Three days a week**
- Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard, CA 93033 – **Bi-Weekly**
- Blending Station No. 2, 1061 Richmond Ave, Oxnard, CA 93030 – **Once a month**
- Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 – **Bi-Weekly**
- Blending Station No. 4, 3637 North Rose Ave, Oxnard, CA 93036 – **Once a month**
- Blending Station No. 5, 980 East Pleasant Valley Road, Oxnard, CA 93033 – **Bi-Weekly**
- Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030 – **Once a month**
- Oxnard Transit Center, 201 East Fourth Street, Oxnard, CA 93030 – **Need cost for: Once a week and bi-weekly**
- Del Norte Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030 – **Once a week**
- Vacant Dirt Lot – Corner of Del Norte and Fifth Street, 111 Del Norte Boulevard, Oxnard, CA 93030 – **Please see “Section I. Weed Abatement” only for this location. – On-Call / As Needed**

10.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

10.1 Workforce

Contactors shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

10.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label

3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

10.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

10.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

10.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

10.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

10.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall

submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

10.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

11.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated

irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free

of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – THIS IS AN “ON-CALL/AS-NEEDED” SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.

Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeds or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.

Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines." Pruning, shaping and structuring of trees shall be done once every year, and root pruning as needed.

All trees on premises shall be pruned annually; however, coral trees (*Erythrina caffra*) shall be pruned twice a year to remove cross branching and to provide shape and proper

branch structuring. Any removal of trees must first be approved by the Project Manager of each Operation or his/her representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Vendor shall cut to laterals to preserve the natural form of the tree and remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership. When cutting back, vendor shall avoid cutting back to small suckers and remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four (4) inch ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches-five (5) inches of mulch. Mulch shall not contact the base of the tree.

Palm trees on premises shall be pruned twice a year. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning includes structural pruning, crown raising, crown cleaning and crown reduction and all cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

12.0 GENERAL REQUIRMENTS

12.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

12.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

12.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

12.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

12.5 Employee Appearance and Identification



Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

12.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

12.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

12.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

12.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

12.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

12.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Scheduled Landscape Maintenance

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Cost	
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	\$600.00	
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$800.00	
3. Wastewater Treatment Plant	6001 Perkins Rd	3 days a week	A B C D E F H J K L M N O P Q R S T U	\$3,000.00	
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	\$700.00	
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	\$150.00	
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	\$600.00	
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	\$175.00	
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	\$150.00	
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Once a month	A B C D E F G H J K L M N O P Q R S T U	\$700.00	
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Need pricing for Once a week and Bi-Weekly	A B C D E F G H J K L M N O P Q R S T U	1 x wk	Bi- Weekly
				\$1500	\$1200
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$1,500.00	
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$2,500.00	

*For Sections column above, please refer to 11.0 Scope of Services beginning on page 9



- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit

Eight (8) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex

NATURAL



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

**ATTACHMENT A
COMPENSATION SCHEDULE**

per month

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Scheduled Landscape Maintenance

*PM - PER MONTH
ER - EACH REQUEST*

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Cost	
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	\$600.00	<i>PM</i>
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$800.00	<i>ER</i>
3. Wastewater Treatment Plant	6001 Perkins Rd	3 days a week	A B C D E F H J K L M N O P Q R S T U	\$3,000.00	<i>PM</i>
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	\$700.00	<i>PM</i>
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	\$150.00	<i>PM</i>
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	\$600.00	<i>PM</i>
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	\$175.00	<i>PM</i>
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	\$150.00	<i>PM</i>
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Once a month	A B C D E F G H J K L M N O P Q R S T U	\$700.00	<i>PM</i>
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Need pricing for Once a week and Bi-Weekly	A B C D E F G H J K L M N O P Q R S T U	1 x wk	Bi-Weekly
				<i>PM</i>	<i>PM</i>
				\$1500	\$1200
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$1,500.00	<i>PM</i>
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$2,500.00	<i>ER</i>

*For Sections column above, please refer to 11.0 Scope of Services beginning on page 9

Mark Rog 1/15/20



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	12-5-19	#03	
#02		#04	

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



December 5, 2019

ADDENDUM #1

BID No. PW20-26 – Landscape Maintenance for Various Locations
Scheduled Bid Closing Date: December 23, 2019

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Mandatory pre-bid meeting has been rescheduled for **Tuesday, December 10, 2019 at 10:00 a.m.** beginning at the City of Oxnard Blending Station #4, located at 3637 North Rose Ave, Oxnard, CA 93030. Please contact Patricia Garcia on this date only at (805) 385-7538 if you require further information on the locations below.

Site visits will follow in the order below:

1. Blending Station No. 4, 3637 North Rose Ave, Oxnard, CA 93036
2. Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
3. Del Norte Recycling and Transfer Station, 111 Del Norte Blvd, Oxnard, CA 93030
4. Vacant Dirt Lot – Corner of Del Norte Blvd and Fifth Street
5. Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030
6. Water Campus, 251 S. Hayes Avenue, Oxnard, CA 93030
7. Vacant Lot, 167 S. Hayes Avenue, Oxnard, CA 93030
8. Oxnard Transit Center (OTC), 201 E. Fourth Street, Oxnard, CA 93030
9. Blending Station No. 2, 1061 Richmond Avenue, Oxnard, CA 93030
10. Wastewater Treatment Plant, 6001 S. Perkins Road, Oxnard, CA 93033
11. Advance Water Purification Facility (AWPF), 5700 S. Perkins Road, Oxnard, CA 93033
12. Blending Station No. 5, 980 E. Pleasant Valley Road, Oxnard, CA 93033

- The Closing date has been moved to Monday, December 23, 2019

Addendum #1 received: Date 12-5-19

Received by: Mark Roling

Name & Title, printed: MARK ROLING / SR. ACCOUNT MGR

Company: NATURAL OPEN LANDSCAPE

Address: 5661 PERKINS ~~WEST~~ STREET
OXFORD, CA 93033

Telephone Number, including Area Code: 805-842-0564

Fax Number, including Area Code:



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

**ATTACHMENT B
COMPANY INFORMATION**

Name of Company:

Address:

Service to provide:

Main Point of Contact:

Fed Tax ID:

City Tax ID:

E-mail:

Phone:

6001 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

6002 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- Position Title
- Current Responsibilities
- Qualifications/Experiences
- Education
- Certifications/licenses, if applicable
- List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

*same as
page 23*



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Natural Green Landscape Inc

Address: 5661 Perkins Rd. Oxnard, CA 93033

Service to provide: Landscape Maintenance

Main Point of Contact: Gilbert Zaragoza, Jr.

Fed Tax ID: 27-3155557

City Tax ID: 20-00121182

E-mail: gilbert@ntlreen.com

Phone: 805-760-2004

6001 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

6002 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

*SEE
ATTACHED*

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

602 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

#1 Gilbert Zaragoza Jr.

i.	BIDDER'S RESPONSE:	President/Owner
ii.	BIDDER'S RESPONSE:	Oversee the entire company operation
iii.	BIDDER'S RESPONSE:	20 Years landscaping experience
iv.	BIDDER'S RESPONSE:	High School/ITT Technical School

Rev Date: 10/17/18

| Page



City of Oxnard
Purchasing Department

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v.	BIDDER'S RESPONSE:	Certification in QAL/Cotractor's License & C27
----	---------------------------	--

vi.	BIDDER'S RESPONSE:	Have worked on Oxnard City Landscape accounts before
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#2 Ronney Norton

i.	BIDDER'S RESPONSE:	Project Director
----	---------------------------	------------------

ii.	BIDDER'S RESPONSE:	Oversee major municipal and commercial accounts
-----	---------------------------	---

iii.	BIDDER'S RESPONSE:	37 years experience
------	---------------------------	---------------------

iv.	BIDDER'S RESPONSE:	High School
-----	---------------------------	-------------

v.	BIDDER'S RESPONSE:	Certification in chemicals/Playground Equipment/Irrigation
----	---------------------------	--

vi.	BIDDER'S RESPONSE:	Has worked on Oxnard & Port Hueneme Landscape Projects
-----	---------------------------	--

#3 Mark F. Roling

i.	BIDDER'S RESPONSE:	Senior Account Manager
----	---------------------------	------------------------

ii.	BIDDER'S RESPONSE:	Oversee service to accounts in field & Administration
-----	---------------------------	---

iii.	BIDDER'S RESPONSE:	32 years experience
------	---------------------------	---------------------

iv.	BIDDER'S RESPONSE:	High School/BS Degree
-----	---------------------------	-----------------------

v.	BIDDER'S RESPONSE:	FEMA Emergency Response Certification
----	---------------------------	---------------------------------------

vi.	BIDDER'S RESPONSE:	Has worked with major accounts/municipal & corporate
-----	---------------------------	--

#4 Alfred Burt

i.	BIDDER'S RESPONSE:	Senior Account Manager/Tree Specialist
----	---------------------------	--

ii.	BIDDER'S RESPONSE:	Specialize in Trees, Trimming, Health, etc.
-----	---------------------------	---

iii.	BIDDER'S RESPONSE:	28 years experience
------	---------------------------	---------------------

iv.	BIDDER'S RESPONSE:	High School
-----	---------------------------	-------------

v.	BIDDER'S RESPONSE:	ISA Certified Arborist
----	---------------------------	------------------------

vi.	BIDDER'S RESPONSE:	Has handles tree issues & accounts for Navy and others
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City of Oxnard
Purchasing Department

Solicitation #PW20-26
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BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, Gilbert Zaragoza, Jr., a duly authorized agent of Natural Green Landscape, Inc.

Printed Name of Agent/Officer

Name of Organization

hereby certify that Natural Green Landscape Inc by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

12/18/2019

Title of Agent/Officer: _____

President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."



City of Oxnard
Purchasing Department

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ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

SEE ATTACHED

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	



City of Oxnard
Purchasing Department

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Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

SEE ATTACHED

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

NONE



LIST OF REFERENCES

**1). Mr. Nick Marienthal – Parks Supervisor
PLEASANT VALLEY PARKS & RECREATION DISTRICT
(805) 477-8121**

Type of Business: Municipal Parks & Rec Division

Type of Service: Landscaping & Construction

Project Description: Monthly Landscape Service & Construction Repairs as assigned (fencing, etc.).

Project Dates (starting/ending): April/2018-Present

Staff Assigned to that Project: Five (5) Landscape Techs

Final Outcome: Current Ongoing Client

PROJECT COST: \$561,928.00 (Annual)

**2). Ms. Nancy Meissner
LINCOLN MILITARY HOUSING
NBVC-NAVY BASE-PORT HUENEME & POINT MUGU
& NAVAL AIR STATION LEMOORE
(805) 231-4827**

Type of Business: Navy Housing & Property Maintenance Contractor

Type of Service: Landscaping & Construction

Project Description: Monthly Landscaping & Construction projects (fencing, concrete, utility pipe repairs, home painting, kitchen remodels for tenants going in and out).

Project Dates (starting/ending): October 2013-Present

Staff Assigned to that Project: Twelve (12) Landscape Techs (Construction crews vary according to project size) at NBVC.

NAWS Lemoore – (22) Landscape Techs.

Final Outcome: Current Ongoing Client

PROJECT COST: Hueneme - \$208,500.00 (Annual)

PROJECT COST: Lemoore - \$1,248,000.00 (Annual)

**3). Mr. Miguel DeCastillo – Operations Manager
Operations Manager
CENTERCAL PROPERTIES
THE COLLECTION AT RIVERPARK (OXNARD & THE 101 FWY)
(805) 607-9938**

Type of Business: Shopping & Entertainment Center

Type of Service: Landscaping & Construction

Project Description: Monthly Landscaping Service & Construct Special Projects on assignment (stucco, drywall, paint, exterior full site painting, concrete, wrought iron, etc.).

Project Dates (starting/ending): April/2015-Present

Staff Assigned to that Project: Three (3) Landscape Techs (Construction crews vary according to project size)

Final Outcome: Current Ongoing Client

PROJECT COST: \$110,640.00 (Annual)

4). Mr. Andy Santamaria – HOA Board President

SURFSIDE III COA

(805) 607-8686

Type of Business: Large Multi-Dwelling HOA Property

Type of Service: Landscaping & Construction

**Project Description: Monthly Landscaping Service & Construction Repairs
when needed (fencing, concrete, etc.)**

Project Dates (starting/ending): Start May/2017-Present

Staff Assigned to that Project: Four (4) Landscape Techs

Final Outcome: Current Ongoing Client

PROJECT COST: \$51,912.00 (Annual)

Natural Green Landscape, Inc.
Natural Green Construction Division
5661 Perkins Road, Oxnard, CA 93033
Office: (805)824-0564 Fax: (805)804-3924
WWW.NTLGREEN.COM

ATTACHMENT C #1
LAST 3 YEARS SAMPLE
NEW
CLIENTS

Gateway Station Apartments/ConAm Management
1230 South Oxnard Blvd.
Oxnard CA 93030
805-247-0900

Juan Ochoa

Juan.Ochoa@conam.us

Type of Service: Landscape Maintenance
Awarded Year: 2019
Awarded Yearly Amount: \$38,100.00

Gold Coast Transit

1901 Auto Center Drive

Oxnard CA 93036

805-483-3959 x 122

Tanya Hawk

Thawk@gctd.org

Type of Service: Landscape Maintenance
Awarded Year: 2019
Awarded Yearly Amount: \$51,192.00

NAS Lemoore

Lincoln Military Housing

3300 N Rhino NAS Lemoore

559-997-0312

Victor Gutierrez

vgutierrez@lpsi.com

Type of Service: Landscape Maintenance
Awarded Year: 2019
Awarded Yearly Amount: \$1,248,000.00

Victoria Estates/Lordon Management

300 E. Esplanade Drive, Suite 500

Oxnard, CA 93036

805-751-4142 x 5004

Joanne Young

jyoung@mylordon.com

Type of Service: Landscape Maintenance
Awarded Year: 2018
Awarded Yearly Amount: \$48,000.00

Pleasant Valley Parks and Recreation
1605 E. Burnley Street
Camarillo, CA 93010
805-482-5396
Nick Marienthal
nmarienthal@pvrpd.org
Type of Service: Landscape Maintenance
Awarded Year: 2018
Awarded Yearly Amount: \$187,380.96



City of Oxnard
Purchasing Department

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ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder 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?

Yes _____ No X _____

1. If so, explain the circumstances:



City of Oxnard
Purchasing Department

Solicitation #PW20-26
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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Gilbert Zaragoza, Jr.

depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Natural Green Landscape, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

 Signature

GILBERT ZARAGOZA JR.

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

Ordinance No. 2852

Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

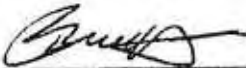
Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

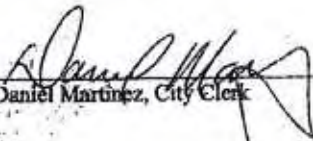
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

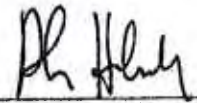
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation #PW20-26
Bid Close Date: 12/16/19 at 2:00 pm PT

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Natural Green Landscape Inc

Physical Address: 5661 Perkins Rd. Oxnard, CA 93033

Phone: 805-824-0564

E-Mail: Gilbert@ntlgreen.com

Date Principal Business Address Established: 11/7/2013
address: 80

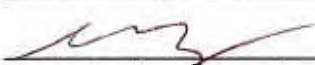
No. of Company Employees at this

If less than 36 months, list previous City of Oxnard location:

City Business License No.: 20-00121182

Taxpayer Identification No. (TIN): 27-3155557

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Corporate Office.


Signature of Company Official
Gilbert Zaragoza, Jr., President


Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.



**REQUEST FOR CLARIFICATION NO. 1
LANDSCAPE MAINTENANCE SERVICES
FOR VARIOUS LOCATIONS
February 4, 2020**

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: Mark F. Roling

Dated: 2-5-20

Print Name: MARK F. ROLING

Title: SENIOR ACCOUNT
MANAGER

Company: NATURAL GREEN LANDSCAPE

Email: MARK@NTLGREEN.COM



REQUEST FOR CLARIFICATION NO. 2

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to Solicitation PW20-26 Landscape Maintenance Services for Various Locations.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than February 12, 2020, by email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to Eric Hernandez at eric.hernandez@oxnard.org (which states in the subject line: **"Request for Clarification No. 1, Solicitation # 20-26"**).

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

- a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
- b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City:

Please provide updated cost for: Location 1. Water Campus, Location 2. Water Division Vacant Lot and Location 10. Oxnard Transit Center (OTC). Also verify unit cost on attachment A of the RFB (per month or per each request)

Vendor's Response:

SEE ATTACHED

M

ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Scheduled Landscape Maintenance

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Cost	
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	\$600.00	
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$400.00	
3. Wastewater Treatment Plant	6001 Perkins Rd	3 days a week	A B C D E F H J K L M N O P Q R S T U	\$3,000.00	
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	\$700.00	
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	\$150.00	
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	\$600.00	
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	\$175.00	
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	\$150.00	
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Once a month	A B C D E F G H J K L M N O P Q R S T U	\$700.00	
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Need pricing for Once a week and Bi-Weekly	A B C D E F G H J K L M N O P Q R S T U	1 x wk	Bi- Weekly
				\$1500	\$1200
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$1,500.00	
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$2,500.00	

*For Sections column above, please refer to 11.0 Scope of Services beginning on page 9



Bid Tabulation Sheet
Solicitation # PW20-26
Prepared by: Eric Hernandez
Date: 01/14/20

		Natural Green Landscape	Monthly Cost	Annual Cost	3 Year Term Cost	GreenCoast Landscapes Inc.	Garcia's Landscaping & Maintenance Inc.
<i>Location</i>	<i>Frequency</i>	<i>Cost</i>				<i>Cost</i>	<i>Cost</i>
Water Campus	Bi-Weekly	\$600.00	\$600.00	\$7,200.00	\$21,600.00	\$1,627.00	\$4,350.00
Water Division Vacant Lot	On-call/As needed	\$400.00	\$400.00	\$4,800.00	\$14,400.00	\$205.00	\$340.00
Wastewater Treatment Plant	3 days a week	\$3,000.00	\$3,000.00	\$36,000.00	\$108,000.00	\$2,875.00	\$8,640.00
Advanced Water Purification Facility (AWPF)	Bi-Weekly	\$700.00	\$700.00	\$8,400.00	\$25,200.00	\$1,350.00	\$1,400.00
Blending Station # 2	Once a month	\$150.00	\$150.00	\$1,800.00	\$5,400.00	\$220.00	\$875.00
Blending Station # 3	Bi-Weekly	\$600.00	\$600.00	\$7,200.00	\$21,600.00	\$775.00	\$1,450.00
Blending Station # 4	Once a month	\$175.00	\$175.00	\$2,100.00	\$6,300.00	\$315.00	\$475.00
Blending Station # 5	Bi-Weekly	\$150.00	\$150.00	\$1,800.00	\$5,400.00	\$270.00	\$230.00
Oxnard Police Dept. Sturgis Annex	Once a month	\$700.00	\$700.00	\$8,400.00	\$25,200.00	\$495.00	\$1,375.00
Oxnard Transit Center (OTC)	Once a week *	\$1,500.00	\$1,500.00	\$18,000.00	\$54,000.00	\$2,550.00	\$4,320.00
	Bi-Weekly**	\$1,200.00	\$0.00	\$0.00	\$0.00	\$2,750.00	\$2,700.00
Del Norte Recycling & Transfer Station	Once a week	\$1,500.00	\$1,500.00	\$18,000.00	\$54,000.00	\$1,650.00	\$4,725.00
Vacant Dirt Lot	On-call/As needed	\$2,500.00	\$417.00	\$5,004.00	\$15,012.00	\$1,150.00	\$3,600.00
Total *		\$11,975.00	\$9,892.00	\$118,704.00	\$356,112.00	\$13,482.00	\$31,780.00
Total**		\$11,675.00				\$13,682.00	\$30,160.00

Award Agreement A-8208 with Natural Green Landscape, Inc. for Landscape Maintenance Services for Various City Facilities

Public Works and Transportation Committee
March 24, 2020

Brian Yanez
Assistant Public Works Director



RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8208 with Natural Green Landscape, Inc. for a total agreement value of \$356,112 for a term of three (3) years to provide landscape maintenance services at various City facilities.

BACKGROUND

On November 15, 2019, the City issued a request for bids (RFB) No. PW 20-26 for Landscape Maintenance Services at the following locations:

1. Blending Station No. 4, 3637 North Rose Avenue
2. Blending Station No. 3, 1700 Solar Drive
3. Environmental Resources (ER) - Del Norte Recycling and Transfer Station, 111 Del Norte Boulevard
4. Environmental Resources (ER) Vacant Dirt Lot – Corner of Del Norte Boulevard and Fifth Street
5. Oxnard Police Department (OPD) Sturgis Annex, 3001 Sturgis Road,

3

BACKGROUND

6. Water Campus, 251 South Hayes Avenue
7. Vacant Lot, 167 South Hayes Avenue
8. Oxnard Transit Center (OTC), 201 East Fourth Street
9. Blending Station No. 2, 1061 Richmond Avenue
10. Wastewater Treatment Plant (WWTP), 6001 South Perkins Road
11. Advance Water Purification Facility (AWPF), 5700 South Perkins Road
12. Blending Station No. 5, 980 East Pleasant Valley Road

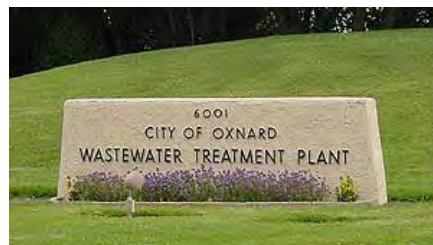
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FACILITY LOCATIONS



5

FACILITY LOCATIONS



6

DISCUSSION

- Previous landscape maintenance services agreement with The Groundskeeper, Inc., expired November 26, 2019
- Currently, City Corps is servicing all locations until Natural Green Landscaping, Inc. begins performing services
- Purchasing Department received three (3) responsive bids by the December 23, 2019 closing date

7

DISCUSSION

- Natural Green Landscape Inc. was selected as the lowest responsible and responsive bid
- Staff has verified vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State

8

FINANCIAL IMPACT

- The total cost of three (3) year agreement with Natural Green Landscape, Inc. is \$356,112
- Funds of \$30,925 are currently appropriated and available for Fiscal Year 19/20
- The remaining agreement balance will be requested in subsequent fiscal years in each respective fund

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FINANCIAL IMPACT

The following table provides the spending plan by fund and fiscal year:

Division/Location	Fund	Fiscal Year 19/20 3 months	Fiscal Year 20/21 12 months	Fiscal Year 21/22 12 months	Fiscal Year 22/23 9 months	Grand Total
Water	Water- 601	\$6,225	\$24,900	\$24,900	\$18,675	\$74,700
Wastewater Treatment Plant	WWTP-621	\$9,000	\$36,000	\$36,000	\$27,000	\$108,000
AWPF	Water- 601	\$2,100	\$8,400	\$8,400	\$6,300	\$25,200
Environmental Resources	Solid Waste-631	\$7,000	\$20,500	\$20,500	\$21,012	\$69,012
Trees and Medians	General Fund-101	\$2,100	\$0	\$0	\$0	\$2,100
Oxnard Police Annex	General Fund-101	\$0	\$8,400	\$8,400	\$6,300	\$23,100
Oxnard Transit Center	Transportation-213	\$4,500	\$18,000	\$18,000	\$13,500	\$54,000
Total		\$30,925	\$116,200	\$116,200	\$92,787	\$356,112

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QUESTIONS?

