

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 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to 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.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org (identify the agenda item in the Subject line).

AMENDED AGENDA
(Items G-2 and K-6 added)
OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street

April 21, 2020

Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: Jose Alvarez et al. v. City of Oxnard,
United States District Court, Central District, Case No. 2:19-CV-08044-PSG-JC.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

D. OPENING CEREMONIES (6:00 PM)

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 / Council Discussion / Public Comment)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2020 as "Sexual Violence Awareness Month."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty 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 three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty 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/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Manager Department

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive an update from the Director of Emergency Services;
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. Housing Department (NEW)

SUBJECT: Modifications to Provision of Homeless Shelter Services in response to COVID-19 Pandemic. (5/5/5)

RECOMMENDATION: That the City Council ratify the First Amendment to Agreement No. A-8194 with Mercy House, increasing the total cost by \$236,707 for a not-to exceed amount of \$1,423,267, to provide for the partial re-location and dispersal of homeless shelter beds in order to comply with the COVID-19 emergency public health social distancing requirements.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 7, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Clerk Department

SUBJECT: Declare Results of the Canvass of Returns of the March 3, 2020 Special Municipal Election.

RECOMMENDATION: That the City Council adopt a resolution declaring the results of the canvass of returns of the "Oxnard Government Accountability and Ethic Act" (Measure B) in the March 3, 2020 Special Municipal Election (held during the Statewide Presidential Primary Election).

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. Cultural & Community Services Department

SUBJECT: Art in Public Places Cultural Arts Grants Award 2019-2020.

RECOMMENDATION: That the City Council approve the Cultural Arts Commission's recommended disbursement of grant awards from the Art in Public Places fund. (Community Services Committee approved 3-0)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

4. Public Works Department

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

RECOMMENDATION: That 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.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

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

RECOMMENDATION: That 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.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department **(NEW)**

SUBJECT: Award Agreement A-8205 to Hardy & Harper, Inc. for Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2.

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute Agreement A-8205 in the amount of \$6,550,000 to Hardy & Harper, Inc. for the Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2;
2. A Project contingency in the amount of \$655,000 for the Thin Maintenance Overlay Project Phase II;
3. A Project allocation of \$458,500 for engineering, inspection, survey and project management for the Thin Maintenance Overlay Project Phase II; and
4. The City Manager to execute a budget appropriation of \$100,000 from the Tab Hero/SW Ormond Fund (315) and project fund transfers within the Street Maintenance Fund (181) and RMRA Gas

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Tax Fund (185).
(Public Works and Transportation Committee approved 3-0)
Legislative Body: City Council
Contact: Rosemarie Gaglione, (805) 385-8055

L. REPORTS

1. Public Works Department

SUBJECT: Update of Wastewater Division Capital Improvement Projects. (10/5/5)

RECOMMENDATION: That the City Council receive and file a presentation on the Wastewater System Capital Improvement Program. (Public Works and Transportation Committee received this item.)

Legislative Body: City Council
Contact: Rosemarie Gaglione, (805) 385-8055

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. G.1

DATE: April 21, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION

That the City Council:

1. Receive an update from the Director of Emergency Services;
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

BACKGROUND

On March 4, 2020, the State of California declared a state of emergency in response to concerns over COVID-19. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. On March 12, 2020, the Ventura County Health Officer declared a Local Health Emergency in response to the COVID-19 pandemic. On March 13, 2020, in response to this rapidly evolving public health crisis, the City Manager, in his role as the Director of the Emergency Services (the "Director") as delegated in Chapter 6 of the City Code, proclaimed the existence of a local emergency, which the City Council ratified and proclaimed on March 17, 2020 (the "Local Emergency").

Pursuant to Government Code Section 8634, the Director "may promulgate orders and regulations necessary to provide for the protection of life and property." City Code section 6-3(C)(1) requires the Director, "at the earliest practicable time, request the city council to ratify such orders and regulations."

Following the Council's ratification of Director Order Nos. 20-01 through 20-04 on April 7, 2020, as of the date of publication of this agenda, the Director has issued two additional Director Orders (attached) in response to the Local Emergency. Director Order 20-05, issued April 8, 2020, allows the temporary use of recreational vehicles to house essential workers or persons exposed to or quarantined due to COVID-19. Director Order 20-06, issued April 9, 2020, establishes COVID-19 guidelines for construction activities during the Local Emergency.

The attached resolution for Council's consideration ratifies the Director Orders described above, and will be amended to include any additional Orders issued by the Director following the publication of the agenda for this meeting up to the time of the meeting.

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

There is no financial impact from adopting the ratification resolution.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Resolution ratifying Director Orders.COVID-19.CC042120 (1)-1
2. Exhibit A D.O. 20-05 RVs 4.8.20
3. Exhibit B D.O. 20-06 Construction

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RATIFYING ORDERS ISSUED BY THE DIRECTOR OF EMERGENCY
SERVICES**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order Nos. 20-05 and 20-06, attached as exhibits hereto in response to the Local Emergency.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Order Nos. 20-05 and 20-06 issued by the Director and attached as Exhibits A and B hereto are necessary to provide for the protection of life and property in response to the Local Emergency and are hereby ratified.

PASSED AND ADOPTED THIS 21st day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A**CITY OF OXNARD****DIRECTOR ORDER NO. 20-05****ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD REGARDING TEMPORARILY ALLOWING THE USE OF RECREATIONAL VEHICLES AS HOUSING FOR QUARANTINED PERSONS AND ESSENTIAL WORKERS AS A RESULT OF COVID-19 FOR THE DURATION OF THE LOCAL EMERGENCY**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services (the "Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, City residents or visitors, including its health care workers, first responders, utilities workers and other similarly situated professionals have been exposed to, are at risk of exposing themselves or others to, or have contracted COVID-19; and

WHEREAS, when those City residents or visitors live with others, they may be exposing them to COVID-19; and

WHEREAS, those City residents or visitors who have been exposed to or have contracted COVID-19 may have the ability to self-quarantine in a recreational vehicle; and

WHEREAS, the Oxnard City Code does not permit the occupancy of recreational vehicles on private property within residential, commercial and industrial zones; and

WHEREAS, without immediate action to authorize the use of recreational vehicles as quarantine housing for those who have been exposed to or have contracted COVID-19, additional people may be unnecessarily exposed to COVID-19.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE

DES Order No. 20-05

4/8/2020

CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Definitions.

- a. "Community Development Director" means the City's Community Development Director or his or her designee.
- b. "Quarantined Person" means a person who (1) has been directly exposed to COVID-19; (2) has been ordered to quarantine due to a possible exposure to COVID-19; (3) is taking precautionary steps to avoid the possible exposure of members of his/her household to COVID-19, including but not limited to first-responders, health care workers, utilities workers or others providing essential services; or (4) has contracted COVID-19.
- c. "Recreational Vehicle" means a motorhome, travel trailer, truck camper, or camping trailer that is (1) self-contained and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; (3) a California Department of Motor Vehicles licensed vehicle; or (4) a similar vehicle or structure as determined by the Community Development Director.

SECTION 2. Using a Recreational Vehicle as housing while the local emergency persists. A Quarantined Person that wishes to occupy a Recreational Vehicle in any zone within the City during the term of this Order on their own property or property they have written permission from the owner thereof as provided herein shall do the following:

- a. Submit an application to the Community Development Department, providing:
 - 1. The Quarantined person's name;
 - 2. The reason the Quarantined Person meets the definition of Quarantined Person set forth in this Order;
 - 3. The year, make, model and license plate number of the Recreational Vehicle;
 - 4. The location where the Recreational Vehicle will be used;
 - 5. If the Quarantined Person is not the owner of the property where the Recreational Vehicle will be used, written consent from the owner of the property where the Recreational Vehicle will be used;
 - 6. Proof of the removal of wastewater from the Recreational Vehicle's wastewater tank system or the business name, address, and phone number of a local wastewater disposal service where the Recreational Vehicle will be serviced for wastewater removal.
- b. Receive written authorization from the Community Development Director.

SECTION 3. Additional Standards. The following standards shall be maintained while a Recreational Vehicle is used as housing for a Quarantined Person under this Order:

- a. Only the Quarantined Person may occupy the Recreational Vehicle.
- b. Only one Recreational Vehicle may be used for housing for a Quarantined Person per

DES Order No. 20-05

4/8/2020

Property.

- c. The Recreational Vehicle shall be connected to an approved source of water with a backflow prevention device.
- d. The Recreational Vehicle shall maintain an approved gray and black water holding system, served by a dumping service on a regular basis.
- e. The Recreational Vehicle shall maintain an approved source of electricity.
- f. Only when absolutely necessary, as determined on a case by case basis by the Community Development Director, the Recreational Vehicle may be occupied on a street near the property identified on the Quarantined Person's application.
- g. The authorization issued by the Community Development Director shall be carried in the Recreational Vehicle, and shall be presented to any Police Officer or enforcement personnel upon request.

SECTION 4. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 5. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

SECTION 6. This Order shall become effective immediately.

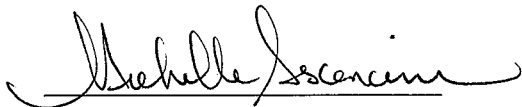
SECTION 7. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: April 08, 2020

By: 
 Alexander Nguyen
 City Manager/Director of Emergency Services
 City of Oxnard

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 4/8/2020

Stephen M. Fischer, City Attorney

DES Order No. 20-05

4/8/2020

EXHIBIT B**CITY OF OXNARD****DIRECTOR ORDER NO. 20-06****ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD ESTABLISHING COVID-19 GUIDELINES ON CONSTRUCTION ACTIVITIES AND RELATED CONSTRUCTION INCLUDING HOME REPAIR BUSINESSES FOR THE DURATION OF THE LOCAL EMERGENCY**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, on March 20, 2020, the Ventura County Public Health Officer issued a “Stay Well at Home” emergency order (“County Order”) – ordering all residents of the County of Ventura to stay inside their residences, and limiting all movement outside of their homes beyond what is absolutely necessary to take care of essential needs, maintain essential infrastructure, and operate essential businesses; and

WHEREAS, the County Order specifically designates public works construction as essential infrastructure, and commercial construction as an essential business; and

WHEREAS, the City must establish required protocols for construction sites, construction workers, and home repair businesses on how to prepare for and prevent the spread of COVID-19 to the maximum extent possible; and

WHEREAS, the guidelines included in this Order are based on the Centers for Disease Control & Prevention’s Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19), and the Occupational Safety and Health Administration’s Guidance on Preparing Workplaces for COVID-19.

DES Order No. 20-06

4/9/2020

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. The guidelines and limitations, attached hereto and incorporated by this reference as EXHIBIT A, shall be issued and shall be adhered to as set forth therein.

SECTION 2. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 3. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

SECTION 4. This Order shall become effective immediately.

SECTION 5. This order shall be given publicity and notice as required by Government Code section 8634.

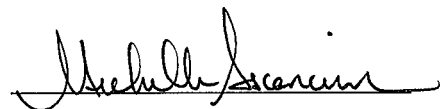
SECTION 6. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: April 09, 2020

By: 
 Alexander Nguyen
 City Manager/Director of Emergency Services
 City of Oxnard

ATTEST:

APPROVED AS TO FORM:



Michelle Ascencion, City Clerk

 4/9/2020

Stephen M. Fischer, City Attorney

DES Order No. 20-06

4/9/2020



EXHIBIT A

**COVID-19 GUIDELINES ON CONSTRUCTION ACTIVITIES AND
RELATED CONSTRUCTION INCLUDING HOME REPAIR BUSINESSES**

Please read these guidelines and limitations on the activities of persons and entities performing and/or involved in public works construction, building construction and related businesses including all home repair businesses. Failure to adhere to COVID-19 guidelines for construction activities could lead to more prohibitive orders and possible enforcement from federal, state, or local agencies.

1. Intent. The intent of these guidelines and limitations are to establish required protocols for construction sites, construction workers, and home repair businesses on how to prepare for and prevent the spread of COVID-19 to the maximum extent possible. These guidelines are based on CDC's Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19), OSHA's Guidance on Preparing Workplaces for COVID-19, the Infectious Disease Jobsite Safety Protocols established by the California Building Industry Association, and other publications.
2. Construction Site COVID-19 Exposure Control Plans. All construction industry employers should develop a comprehensive COVID-19 exposure control plan, which includes control measures such as social distancing; symptom checking; hygiene; decontamination procedures, and training. An exposure control plan and the following practices must be followed to prevent any onsite worker from spreading or contracting COVID-19, as many people with COVID-19 are asymptomatic and can potentially spread the disease:
 - a. Practice social distancing by maintaining a minimum 6-foot distance from others.
 - b. Preclude gatherings of any size, and anytime two or more people must meet, ensure minimum 6-foot separation.
 - c. When minimum 6-foot separation cannot be reasonably achieved due to the physical conditions, those workers must be provided with and must wear personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate for the activity being performed.
 - d. The owner/contractor shall designate a site specific COVID-19 Supervisor to enforce this guidance. A designated COVID-19 Supervisor must be physically present at the construction site, AT ALL TIMES, during construction activities. The COVID-19 Supervisor can be an on-site worker who is designated to carry out this role.

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- e. Identify “choke points” and “high-risk areas” where workers are forced to stand together, such as hallways, hoists and elevators, break areas, construction trailers, and buses, and control them so social distancing is maintained.
- f. Discontinue the use of community water, coffee, or food. Refrain from sharing cups, pens, pencils, plan-sets, tablets, laptops, tools, or any other items that may carry germs.
- g. Minimize interactions when picking up or delivering equipment or materials, ensure minimum 6-foot separation is maintained.
- h. Stagger the trades as necessary to reduce density and maintain minimum 6-foot separation on social distancing.
- i. Discourage workers from using other workers’ phones, desks, offices, work tools and equipment. If shared use is necessary, clean and disinfect them before and after each use.
- j. Post, in areas visible to all workers, required hygienic practices including not touching face with unwashed hands or with gloves; washing hands often with soap and water for at least 20 seconds; use of hand sanitizer with at least 60% alcohol, cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs; covering the mouth and nose when coughing or sneezing as well as other hygienic recommendations by the CDC.
- k. Place wash stations or hand sanitizers in multiple locations to encourage hand hygiene.
- l. Require anyone on the project to stay home if they are sick, except to get medical care.
- m. Require anyone on the project to stay home if they have a sick family member at home with COVID-19.
- n. Maintain a daily attendance log of all workers and visitors.
- o. Make disinfectants available to workers throughout the worksite and ensure supplies are frequently replenished.
- p. Require workers to wipe down tools, equipment and, if reasonable, worksite surfaces they come in contact with using disinfectant, including mandatory cleaning of tools and equipment at the end of work shift.
- q. Require workers to wash clothing after each use and other reflective gear regularly.

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3. COVID-19 Exposure. Employees and subcontractors shall be required to leave the jobsite if they are displaying COVID-19 symptoms. Furthermore, employees and subcontractors must not enter the jobsite if they have knowingly come into contact with anyone who has exhibited symptoms of the virus or have tested positive for the virus in the previous 2 weeks. COVID-19 symptoms include: fever; cough; shortness of breath; body aches; sore throat.
4. COVID-19 Supervisor. The owner/contractor must designate a site specific COVID-19 Supervisor to enforce this guidance. The COVID-19 Supervisor must be present on the construction site at all times during construction activities. The COVID-19 Supervisor can be an on-site worker who is designated to carry out this role. The COVID-19 Supervisor is encouraged to frequently conduct site walks or visits to ensure workers are complying with guidelines and, if any workers are exhibiting symptoms of illness, to instruct the worker to leave immediately. Supervisor or designee must also provide a copy of these written guidelines to any subcontractor working on site.
5. Subcontractor Compliance. Provide subcontractors an electronic copy of these guidelines. Limit the amount of paperwork or materials exchanged between contractor and subcontractor to the extent reasonably possible. Subcontractors must agree not to enter the worksite if they have tested positive for the virus in the previous 2 weeks or knowingly come into contact with anyone who has exhibited symptoms of the virus in the previous 2 weeks.
6. Occupied In-Home Repairs. All employees and subcontractors performing in-home repairs and/or remodels of occupied residences, including but not limited to appliance repairs, should be provided and should wear, at all times, personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate for the activity being performed. Such repairs and/or remodels should be limited to emergency repairs and/or remodels.
7. Jobsite Cleaning Supplies. Attempt to make sure hand soap, hand sanitizer, paper towels and disinfectant spray are available for all workers and maintain stock of such supplies at all times during working hours.
8. Definition of construction businesses. The terms “business” and “businesses” shall include all construction related businesses and trades and includes all in-home construction, HVAC, appliance repair businesses.
9. Continuing assessment. Federal, State, and Local Agencies will continue to assess the quickly evolving situation regarding the spread of COVID-19. These guidelines may be refined or superseded by additional executive orders related to the COVID-19 pandemic.
10. Copies of Guidelines. Copies of these guidelines shall promptly be displayed at the worksite and also made available to workers if requested.

DES Order No. 20-06

4/9/2020

SOURCES:

Centers for Disease Control and Prevention (CDC) - Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19) - <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

Occupational Safety and Health Administration (OSHA) - Guidance on Preparing Workplaces for COVID-19 - <https://www.osha.gov/Publications/OSHA3990.pdf>

California Building Industry Association (CBIA) - Infectious Disease Jobsite Safety Protocol - <https://files.constantcontact.com/978801f4201/080fd751-48ae-4802-ac33-eb5a491e1aae.pdf>

DES Order No. 20-06

4/9/2020

EXHIBIT C

CITY OF OXNARD

DIRECTOR ORDER NO. 20-07

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD REGARDING ENFORCEMENT OF LOCAL ORDERS DURING THE COVID-19 EMERGENCY

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, on March 20, 2020, the Ventura County Health Officer issued an Order directing persons living in the County of Ventura to stay at their places of residence and restricting non-essential activities in response to COVID-19, imposing stay-at-home directives and further operational restrictions on businesses within the County in an effort to stop the spread of COVID-19; and

WHEREAS, on March 31, 2020, the Ventura County Health Officer issued an Order Extending the Health Officer’s Order; and

WHEREAS, on April 6, 2020, the Director issued Order 20-04, which was ratified by the City Council on April 7, 2020, closing certain park and park related facilities; and

WHEREAS, the orders of the Ventura County Health Officer, and the Director, above are and any future orders will be designed to protect the health of residents within the City’s jurisdiction by limiting the social interaction of City residents through social distancing in an effort to limit the spread of COVID-19; and

WHEREAS, the Oxnard Police Department and Code Compliance Division are in need of a citation process to enforce all County and City orders (collectively, “The Orders”).

DES Order No. 20-07

4/10/2020

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Definitions.

- a. "Chief of Police" means the Police Chief of the City of Oxnard or his or her designee.
- b. "Citee" means the person to whom an enforcement officer has issued an administrative citation for a violation of The Orders.
- c. "Community Development Director" means the Community Development Director for the City of Oxnard or his or her designee.
- d. "Enforcement Officer" means an Oxnard Police Officer or a City Code Compliance Officer.

SECTION 2. Educational Process

The Chief of Police, and Community Development Director or designee will formulate a process to educate the public and organizations regarding the provisions of The Orders to encourage voluntary compliance therewith.

SECTION 3. Warning Process

Individuals

Following the educational process, at the discretion of the Chief of Police or the Community Development Director, an Enforcement Officer may issue either a verbal or written warning to an individual violator, requesting compliance with The Orders. Should the Enforcement Officer issue a verbal warning, that verbal warning shall be documented in writing following the issuance of the verbal warning.

Businesses

For businesses violating The Orders, as opposed to individuals, the Enforcement Officer shall:

- 1. Investigate and obtain evidence;
- 2. Provide written notice of violation (Notice #1);

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3. If after two (2) hours of being served Notice #1, the business does not comply, provide a second written notice of violation (Notice #2);
4. If after two (2) hours of being served Notice #2, the business does not comply, request that the County Health Officer issue a notice of closure to the business; and
5. If provided, post the County Health Officer's written notice on the business.

SECTION 4. Administrative Citation

An Enforcement Officer may issue the violator an administrative citation listing The Order(s) that has or have been violated, as well as reference to Oxnard City Code Section 6-8. The administrative citation shall be in a form typically utilized by the City. An administrative citation issued under this subsection shall carry with it a civil fine of up to \$1,000. Civil fines shall be assessed as follows: \$250 for the first citation, \$500 for the second citation, and \$1,000 for every citation thereafter.

SECTION 5. Administrative Review

Within 14 days of receiving the citation, the Citee may file for an initial administrative review of the citation to either the Chief of Police, if the citation was issued by a Police Officer, or to the Community Development Director, if the citation was issued by a Code Compliance Officer.

Should the Chief of Police or the Community Development Director uphold the citation, the Citee may request an administrative hearing, within 30 days of the date of issuance, using the procedure stated on the back of the citation.

SECTION 6. Hearing

- a. Appearance. The Enforcement Officer who issued the citation shall appear at the hearing, testify under oath, and present documentary evidence of the alleged violation. If the Enforcement Officer fails to appear that hearing, the citation shall be vacated. The Enforcement Officer may appear via live telephonic, video or audio transmission.
- b. Citee. The Citee is not required to appear at the hearing.
- c. Evidence. The provisions of the California Evidence Code shall not apply at the hearing, but (1) testimonial and documentary evidence submitted to the hearing officer shall be relevant to the matters at issue, and (2) rules of privilege shall apply.

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Copies of the documented verbal warning, written warning, if issued, and administrative citation shall be admitted into evidence. The Citee and Enforcement Officer shall be given an opportunity to submit testimony from witnesses and to present documents.

- d. Decision. The hearing officer shall render a decision based on the preponderance of the evidence standard. The hearing officer shall issue a written decision within 10 days of the hearing.

SECTION 7. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 8. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

SECTION 9. This Order shall become effective immediately.

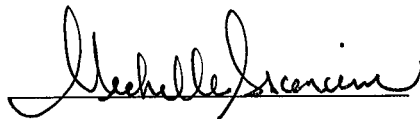
SECTION 10. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 11. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: April 10, 2020

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 4/10/2020
Stephen M. Fischer, City Attorney

DES Order No. 20-07

4/10/2020

EXHIBIT D

CITY OF OXNARD

DIRECTOR ORDER NO. 20-08

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD REGARDING EXTENDING THE TERM OF ALL BUILDING PERMIT APPLICATIONS IN REVIEW, BUILDING PERMITS, PLANNING ENTITLEMENT PERMIT APPLICATIONS REGULATED BY OXNARD CITY CODE CHAPTERS 15, 16 AND 17, AND PLANNING ENTITLEMENTS APPROVED BY THE CITY OF OXNARD

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, on March 20, 2020, the Ventura County Health Officer issued an Order directing persons living in the County of Ventura to stay at their places of residence and restricting non-essential activities in response to COVID-19, imposing stay-at-home directives and further operational restrictions on businesses within the County in an effort to stop the spread of COVID-19; and

WHEREAS, in response to the Local Emergency, the City’s Planning Division Counter is closed to the public; and

WHEREAS, the City’s Planning Division has implemented a process for reviewing and issuing various permit applications remotely; and

WHEREAS, with the City’s Planning Division Counter closed to the public, and remote processing taking longer than in person processing, there is a need to extend the time for certain permit applications to be reviewed and issued.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Building Permit Applications and Building Permits

DES Order No. 20-08

4/14/2020

The term of all building permit applications in review, and building permits issued by the City of Oxnard shall automatically be extended for an additional three-month period. If the Local Emergency is in effect three months from the date of this Order, then the term of all building permits shall be extended for an additional three-month term.

SECTION 2. Planning Entitlement Permit Applications

For all Planning entitlement permit applications regulated by Oxnard City Code Chapters 15, 16 and 17 that are in review and Planning entitlements approved by the City of Oxnard, the time in which such entitlements shall be utilized shall be extended for a six-month period. If the local emergency is in effect three months from the date of this Order, then the time in which such entitlements shall be utilized shall be extended for an additional six-month period.

SECTION 3. Agreements

Nothing in this Order shall be deemed to apply to agreements entered between the City of Oxnard and/or the former Oxnard Community Development Commission with any third party.

SECTION 4. This Order may be modified or rescinded by further Order by the Director or by the City Council.

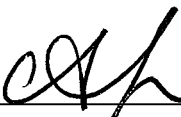
SECTION 5. This Order shall remain in effect during the period this Local Emergency exists and shall terminate upon City Council's determination that the Local Emergency no longer exists.

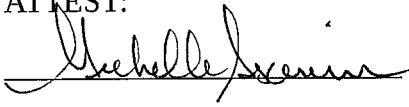
SECTION 6. This Order shall become effective immediately.

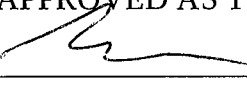
SECTION 7. This order shall be given publicity and notice as required by Government Code section 8634.

SECTION 8. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: April 14, 2020

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:
 4/14/2020
Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. G.2

DATE: April 21, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: (NEW) Modifications to Provision of Homeless Shelter Services in response to COVID-19 Pandemic.
(5/5/5)

RECOMMENDATION

That the City Council ratify the First Amendment to Agreement No. A-8194 with Mercy House, increasing the total cost by \$236,707 for a not-to exceed amount of \$1,423,267, to provide for the partial re-location and dispersal of homeless shelter beds in order to comply with the COVID-19 emergency public health social distancing requirements.

BACKGROUND

In January of 2019, the Housing Department commenced operation of a 24-hour shelter at the former National Guard Armory located at 351 South K Street. Safe sleeping quarters, with 110 beds, were provided for homeless individuals, along with meals and basic sanitary facilities, plus certain outside social services.

In July of 2019, Council authorized the City to enter into a six-month contract with Mercy House to operate the shelter and homeless navigation center. A successor agreement (A-8194) was approved in December of 2019, covering the first six months of calendar year 2020. Under the terms of both of those agreements, the former Armory facility continues as the site for 110 beds for homeless individuals. The 110 beds have been configured with forty-three (43) bunk beds (with two bunks each), plus an additional twenty-six (26) single bunks.

The onset of the COVID-19 pandemic, and the resulting emergency orders and public health recommendations that have been issued since March of 2020 to the present, have required the City and Mercy House to modify operations in order to protect the health and safety of staff, residents, and of the entire community. Specifically, the social distancing requirements have necessitated a dispersal of bunks and a re-deployment of both the sleeping and daily living facilities provided at the shelter.

There is insufficient space at the former Armory to provide 110 beds while complying with the COVID-19 spatial dispersal requirements, which require a minimum of six feet of distance between individuals. Mercy House has disassembled the two-bunk units, and re-configured the arrangement of what is now 110 separate single beds. Because of space limitations, however, there is only room for thirty-two (32) beds at the former Armory facility.

In order to relocate the seventy-eight (78) other beds to another site, City staff has procured the use, on a temporary basis, of the Police Athletic League (PAL) building and gymnasium, located one block from the former Armory facility. The PAL facility, which was used as an emergency sheltering site for a nine nights in 2016 and 2017 when the National Guard displaced the Winter Warming Shelter from the former Armory building due to Guard operations, is currently not being used for PAL recreation activities due to the COVID-19 emergency. Mercy House began operations at the PAL facility on March 22, 2020, shortly after the declaration of emergency.

The division of the shelter into two separate locations has resulted in an increase in costs for Mercy House. Additional staff and security have been hired, and additional shower and restroom facilities have been rented.

The total additional costs resulting from these items comes to \$236,707 for the period from March 22 through June 30, 2020, and require an amendment to the existing Agreement with Mercy House in order to ensure continued safe provision of services. This represents a cost increase of approximately \$16,324 per week. Pursuant to the terms of this First Amendment (Attachment No. 1 to this report), the parties have increased the total contract amount from \$1,186,560 to \$1,423,267. This will cover the anticipated cost arising from compliance with the COVID-19 emergency through the end of the 2019-2020 fiscal year.

If the emergency-related conditions were to change between now and June 30, 2020, to the extent that use of the PAL facility were no longer to be deemed necessary, any unexpended cost would be recovered by the City.

In accordance with the authority granted to him under the existing state of emergency, the City Manager has executed this First Amendment. This matter is brought before City Council with a recommendation that Council approve and ratify that action.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

FINANCIAL IMPACT

There is sufficient funding from Measure O Homeless Program in the current fiscal year 2019-20 to cover the cost of this First Amendment to Agreement No. A-8194 with Mercy House in the amount of \$236,707. As with all COVID-19 emergency-related operations, staff will separately track such expenditures and seek reimbursement from any and all appropriate county, state, and federal funding sources.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Karl Lawson, Compliance Services Manager

ATTACHMENTS

1. Attachment 1 - First Amendment to Agreement for Professional Services A-8194

Agreement No. A-8194

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 22 day of MARCH, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Mercy House ("Consultant"). This First Amendment amends the Agreement entered into on January 1, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amend to now read "Not to exceed \$1,423,267.00".
2. The following language is added to the "Scope of Services Exhibit":

Commencing on or about March 22, 2020, Consultant will implement steps in accordance with government directives related to the recommendations for addressing the COVID-19 pandemic. Specifically, a sufficient number of beds will be transferred from the current location at 351 South K Street to an additional facility to be provided by City, in order to increase the spacing between beds, and to provide additional restroom and shower facilities deemed necessary by public health authorities. That additional facility shall be located at the Police Athletic League building, 350 South K Street, or such other location as designated by City.

Consultant shall increase staffing and security to appropriate levels in order to accommodate the need to provide shelter services at this second location. Consultant and City shall jointly determine the appropriate additional restroom, shower and other facilities and equipment that may be required to provide appropriate services, and shall take steps to ensure the provision thereof. The cost of such additional facilities and equipment shall be borne by Consultant.

Consultant shall separately track any and all expenditures incurred which are the result of responding to the COVID-19 pandemic, and shall provide a report to City, on a monthly basis, detailing such expenditures.

3. The "Rates and Costs Exhibit" is hereby amended to read as follows:

Compensation: For the term of this agreement, Consultant shall be compensated a Not-to-exceed total of \$1,423,267.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month for the months of January, February and March 2020; and in the amount of \$276,662.00 per month for April, May and June 2020.

As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

 4/7/20

Tim Flynn, Mayor Date
Date

MERCY HOUSE, CONSULTANT

 3/30/20

Larry Haynes, Executive Director

ATTEST:

 4/8/20

Michelle Ascension Date
City Clerk

APPROVED AS TO FORM:

 4/7/2020

Stephen M. Fischer Date
City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1**

DATE: April 21, 2020
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the April 7, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

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. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 04.07.2020 CC,HA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 April 7, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:00 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) 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. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via telephone. Housing Commissioner Jose Andrade arrived at 6:15 p.m. Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
 Name of case: State of California, Regents of the University of California; et al v. Celco Partnership dba Verizon Wireless; et al.
 Sacramento County Superior Court, Case No. 34-2012-00127517.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)
 Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
 Name of case: City of Oxnard v. Fox Canyon Groundwater Management Agency
 Los Angeles County Superior Court, Case No. 20STCP00929.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are *State of California, Regents of the University of California; et al v. Celco Partnership dba Verizon Wireless; et al.* and *City of Oxnard v. Fox Canyon Groundwater Management Agency*. The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

At 5:02 p.m., the City Council recessed to a closed session. At 6:25 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

“The City Council by a unanimous vote directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to the City’s advantage.”

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Ashley Golden, Assistant City Manager; Scott Whitney, Police Chief; Eric Sonstegard, Assistant Police Chief; Jeffrey Lambert, Community Development Director (via telephone); and Emilio Ramirez, Housing Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Proclamation Designating April 22, 2020 as “Earth Day.”

Mayor Flynn read the proclamation and made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (public safety overtime) and PW Robinson (homelessness). Written comments were received from Ray Blattel (public safety overtime), PW Robinson (homelessness), and George Miller (status of City Treasurer).

G. REPORT OF CITY MANAGER

City Manager Department

1. SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders.
RECOMMENDATION: That the City Council:
 1. Receive an update from the Director of Emergency Services;
 2. Adopt **Resolution No. 15,311** ratifying orders issued by the Director in response to the COVID-19 Local Emergency.

The City Attorney gave a report. Discussion ensued among the Council and staff. The City Attorney announced that the resolution had been updated since agenda publication due to additional Director’s Orders.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the resolution as amended. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

The City Manager and Police Chief gave updates on the COVID-19 emergency. Further discussion ensued. No additional action was required.

H. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez commented on property tax payments, single payer health insurance, and thanked first responders and other essential workers.

Councilmember Perello commented on the recent passing of longtime activist Martin Jones, the Pinedos' 42nd anniversary, economic hard times ahead due to the COVID-19 crisis, disclosures of ex-parte communication, property taxes, leadership during the current world health crisis, and sheltering in place.

Councilmember Madrigal thanked essential workers and encouraged people to follow the shelter at home orders.

Councilwoman Basua encouraged people to get closer to their families during the COVID-19 crisis.

Councilmember Lopez encouraged people to follow the shelter in place orders.

Mayor Flynn announced he is giving weekly COVID-19 updates on Facebook.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-5 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the March 17, 2020 regular meeting as presented.

Human Resources Department

2. SUBJECT: Extension of Contract for Investigative Services.
RECOMMENDATION: That the City Council approve a third amendment to Agreement No. 7866-17-HR with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo to perform investigative services for the City.

Police Department

3. SUBJECT: Office of Traffic Safety Selective Enforcement Program Grant.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,312** authorizing:
 1. The City Manager to apply for \$435,596.27 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2020-2021 Selective Traffic Enforcement Program (S.T.E.P.);
 2. The City Manager or designee to execute grant agreements and appropriate funds upon

confirmation of grant award;

3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and

4. The Chief of Police or designee to submit all program related progress or status reports. (Public Safety Committee approved 2-0)

4. SUBJECT: Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,313** authorizing:

1. The City Manager to apply for \$46,335.95 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for Pedestrian and Bicycle Safety;

2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;

3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and

4. The Chief of Police or designee to submit all program related progress or status reports. (Public Safety Committee approved 2-0)

5. SUBJECT: Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the amount of \$39,888.08.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,314**:

1. Accepting a donation of one (1) Chevrolet Tahoe sport utility vehicle to the City of Oxnard, for use by the Oxnard Police Department's K-9 Unit; and

2. Authorizing the Mayor to execute a Memorandum of Agreement (Agreement No. 8906-20-PO) with the Oxnard Community K-9 Foundation relating to the City's use of the vehicle.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

L. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Rio Urbana Development Project: Request For Re-Approval Of Planning and Zoning Permit (PZ) No. 17-610-01 (Annexation) to Include Local Agency Formation Commission (LAFCo) Requested Language. The Project Consists of a 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District, 2500 East Vineyard Avenue, Oxnard, California and The Pacific Companies, 430 East State Street #100, Eagle, Idaho.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,315** amending Resolution No. 15,299 to include LAFCo requested language and instruct staff to submit an application to the Ventura County LAFCo for a reorganization that includes Annexation of the parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) and the adjoining Rio School Lane Right of Way (ROW), subject to approval of Tax Sharing Agreement and certain findings and conditions.

The City Clerk announced the affidavit of publication for the previous public hearing on the same topic, held on February 4, 2020. The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Tony Talamante. Written comments were received from Tony Talamante.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Housing Department

2. **SUBJECT:** Five-Year Public Housing Agency (PHA) Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing.
RECOMMENDATION: 1. Hold a public hearing to receive comments concerning the 2020 Annual Agency Plan, the 5-Year PHA Plan, the 2020 CFP Budget, and the CFP Five-Year Action Plan; and
2. Adopt **Resolution No. 1316:**
 - a. Approving the 2020 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2020 CFP Budget and CFP Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2020 CFP Budget and CFP Five-Year Action Plan.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Housing Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. With no requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 8-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:20 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2**

DATE: April 21, 2020

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Declare Results of the Canvass of Returns of the March 3, 2020 Special Municipal Election.

RECOMMENDATION

That the City Council adopt a resolution declaring the results of the canvass of returns of the “Oxnard Government Accountability and Ethic Act” (Measure B) in the March 3, 2020 Special Municipal Election (held during the Statewide Presidential Primary Election).

BACKGROUND

On October 15, 2019, the City Council adopted Resolution No. 15,271 ordering an election to be held on March 3, 2020 to consider the adoption of a measure entitled the “Oxnard Government Accountability and Ethics Act” (Measure B), that would prohibit Councilmembers and Planning Commissioners from accepting gifts from lobbyists and city contractors, impose contribution limits on candidates for city office, require the posting of specific contracts on the city’s website for public review, require the posting of monthly financial reports on the city website, modify the length of term of office for the Mayor, and impose term limits on the Mayor and members of the City Council; and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

The final vote shows that Measure B was approved by 25,393 of the 32,609 votes cast, as shown on the County Clerk’s certificate. The County Clerk certified the election on April 3, 2020 and the Board of Supervisors is anticipated to declare the results at its April 21, 2020 meeting. The Certificate of Election Results and the Statements of Votes by precinct are attached to the proposed resolution.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Adoption of the resolution carries no fiscal impact. Final costs for the special election have not yet been fully calculated.

COMMITTEE OUTCOME

The _____ Committee approved 3-0 on DATE to approve the staff recommendation and to forward the item for Council approval.

OR

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Measure B Certification resolution
2. County Certificate (Statement of Votes available by 4/15/20)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING
THE RESULTS OF THE CANVASS OF THE PRIMARY ELECTION RETURNS
FROM THE SPECIAL MUNICIPAL ELECTION HELD ON MARCH 3, 2020

WHEREAS, the City Council of the City of Oxnard, by adopting Resolution No. 15,271 on October 15, 2019, called for a special municipal election in the City of Oxnard on March 3, 2020 to consider the adoption of a measure entitled the “Oxnard Government Accountability and Ethics Act” (Measure B); and

WHEREAS, notice of the election was duly given in the time, form, and manner provided by law, and the election was held on the above date, and the votes cast were canvassed and the returns thereof made at the time and in the manner and form provided by law; and

WHEREAS, on this 21st day of April, 2020, the City Council duly assembled at its usual place of meeting and received the certification of the election from the County Clerk.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve:

1. That a special municipal election was held on March 3, 2020, that the votes cast were duly canvassed, and that the returns were made at the time, in the form and in the manner required by law.
2. That the Vote By Mail ballots were canvassed and counted as required by law.
3. That this City Council has reviewed the canvass of the returns of the election and from the returns it appears, and this City Council finds that the whole number of votes cast in the City in the election, the number of votes cast at each precinct at the election, and the total number of votes given to the measure, both for and against, are as shown on Exhibit “A”, attached hereto and incorporated herein by this reference.
4. That more than 50% of the votes cast for Measure B were in favor of the measure and it is hereby declared to be passed.

PASSED AND ADOPTED this 21st day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

CERTIFICATE OF THE COUNTY CLERK

(Elections Code Section 15372 (a))

**City of Oxnard
Special Municipal Election
Measure "B"
March 3, 2020**

**State of California
County of Ventura**

}

SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Ballots Cast for and against Measure "B" for the City of Oxnard Special Municipal Election consolidated with the Presidential Primary Election held on March 3, 2020.

I certify that the total ballots cast in the City of Oxnard Special Municipal Election are as follows:

<u>PRECINCT BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
10,371	22,238	32,609

I further certify that the total votes cast on Measure "B" are as follows:

<u>MEASURE "B"</u>	<u>PRECINCT VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
YES	7,812	17,581	25,393
NO	1,731	3,664	5,395

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of April 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: April 21, 2020

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Art in Public Places Cultural Arts Grants Award 2019-2020.

RECOMMENDATION

That the City Council approve the Cultural Arts Commission's recommended disbursement of grant awards from the Art in Public Places fund. (Community Services Committee approved 3-0)

BACKGROUND

After the approval of the Oxnard Cultural Plan in 2009, City Council identified the cultural arts and creative place-making as a city priority, further heightened by the creation of the Oxnard Arts Committee and then the formation of the Cultural Arts Commission in 2015. Through the City's Art in Public Places Fund, developer fees are allocated toward arts initiatives and programming in the City. Historically, a portion of this fund is allocated to the Arts Commission Grant program (formerly a Cultural Arts Committee initiative).

The Oxnard City Council approved this year's \$170,000 allocation from the Art in Public Places Fund for the 2019-2020 grant cycle at its September 3, 2019 City Council Meeting. That disbursement of Art in Public Places Fund revenues is for the purpose of providing funding to Oxnard-based arts and cultural organizations, and artists in the form of grants to support ongoing operations and activities in the City and to encourage local artists' development.

Due to delays in this year's process, the Cultural Arts Commission decided to move forward with a short grant cycle instead of foregoing the 2019-2020 grant year. As a result, this grant cycle will provide funds for a 6-month grant beginning at the time funds are awarded. A Request for Proposal (RFP) was released October 14, 2019, which included the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. An extension to the deadline was issued to the public and the RFP application was closed on December 19, 2019. The RFP requirements for the Final Report must include:

- progress on project goals to-date;
- completed performances, events, showings, exhibits, etc. with attendance and other details;
- budget expenditures;
- identified items paid for with grant funds;
- methods of community outreach and promotion;
- recording and documentation of projects and programs in action (photos, videos, etc.); and
- applicants are required to conduct surveys of audience and participants to measure success and to find out what constituents consider most valuable.

Twenty-one proposals were received in response to the RFP; thirteen from organizations and eight from individual artists

and artist collaborations. Of those applications, four were not recommended for funding because the applicants had conflicts with one or more of the grant requirements and/or are not in good standing with the City of Oxnard.

A Juror panel was established to review the grant applications in January 2020. The results of the panel were presented to the Cultural Arts Commission with the program grants presented at their February 5, 2020 regular meeting. The operational grants were presented at a special meeting held February 27, 2020. Both meetings resulted in a 4-0 vote to approve the recommendations. The grant recommendations were presented to a quorum of Commissioners without conflicts to the grant category applicants.

Attachment A lists each applicant's score, category ranking, and proposed award amount with a brief project description. It was determined that the applicants recommended contribute to the City of Oxnard's artistic and cultural vibrancy.

In 2020 staff anticipates a robust report back to the Community Services Committee regarding the Arts Grant Program.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item also supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2c. Capitalize on historic, cultural and natural resources.

FINANCIAL IMPACT

There is sufficient Fiscal Year 2019-20 funding available in the Art in Public Places Trust Fund, which was approved by the City Council on September 3, 2019. Council appropriated \$170,000 for this grant cycle. The Cultural Arts Commission is recommending disbursement of \$95,834, leaving a remaining balance of \$74,166 from appropriated cycle 2019-20. As of March 25, 2020 it is estimated that the fund balance, of distribution of the subject arts grants, would be approximately \$175,000. This fund is directly tied to the issuance of building permits so the fund balance changes often.

COMMITTEE OUTCOME

The Community Services Committee approved 3-0 on March 24, 2020 to approve the staff recommendation and forward the item for Council approval.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. Attachment A - AIPP Applicant List

Grant Year 2019-2020
Funding Category Operational Grants / Arts Organizations

Application Type Emerging Organization (\$8,000 max)			
Artist Name	Funding Request	Recommended Funding	Final Score
O' My Theater	\$ 8,000	\$ 8,000	59.2/60
ANIMO Film & Theatre	\$ 8,000	\$ 7,865	58.2/60
Hip Hop Collective	\$ 8,000	\$ 7,419	54.9/60
It's My Imagination*	\$ 8,000	\$ -	
Total Recommendation for Emerging Organizations		\$ 23,284	

Application Type Legacy Organization (\$10,000 max)			
Artist Name	Funding Request	Recommended Funding	Final Score
Channel Islands Maritime Museum	\$ 10,000	\$ 10,000	59.2/60
Teatro de las Americas	\$ 10,000	\$ 9,950	58.9/60
Juneteenth	\$ 10,000	\$ 9,882	58.5/60
Lucha, Inc.	\$ 10,000	\$ 9,730	57.6/60
Elite Theatre	\$ 10,000	\$ 9,713	57.5/60
Oxnard Music Advocacy Group	\$ 9,890	\$ 9,223	54.6/60
Oxnard PACC Corportation*	\$ 10,000	\$ -	
New West Symphony*	\$ 10,000	\$ -	
Hueneme Bohemian / AMPM*	\$ 10,000	\$ -	
Total Recommendation for Legacy Organizations		\$ 58,498	

Funding Category Project Grants / Artists

Application Type Emerging Artists (\$1,500 max)			
Artist Name	Funding Request	Recommended Funding	Final Score
Gonzalez, Martin	\$ 1,500	\$ 1,500	59.6/60
Martinez, Arcelia	\$ 1,500	\$ 1,208	48/60
Total Recommendation for Emerging Artists		\$ 2,708	

Application Type Mid-Career Artists (\$2,000 max)			
Artist Name	Funding Request	Recommended Funding	Final Score
Guiron, Mauricio	\$ 2,000	\$ 2,000	57.9/60
Martin, Jace	\$ 2,000	\$ 1,679	48.6/60
Coronado, Rene	\$ 2,000	\$ 1,620	46.9/60
ROC-C	\$ 2,000	\$ 1,437	41.6/60
Total Recommendation for Mid-Career Artists		\$ 6,736	

Application Type Collaborative Artists (\$2,500 max)			
Artist Name	Funding Request	Recommended Funding	Final Score
Forkspace	\$ 2,500	\$ 2,500	56.8/60
Behind Enemy Lines	\$ 2,500	\$ 2,108	47.9/60
Total Recommendation for Collaborative Artists		\$ 4,608	

Appropriation	\$ 170,000
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Organizational Award Recommendations	\$ 81,782
Projects Award Recommendations	\$ 14,052
Total Recommendation	\$ 95,834
Balance	\$ 74,166

*Staff determined 3 applications to be non-responsive for failure to meet one or more requirements, Juror majority did not recommend funding for 1 application for lack of clear benefit to Oxnard Community.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4**

DATE: April 21, 2020

TO: City Council

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.

RECOMMENDATION

That 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.
- (Public Works and Transportation Committee approved 3-0)

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

Project No. **TBD** – East Gonzalez Road – Page 109

Project No. **TBD** – West Gonzales Road – Page 164

A map showing the locations of these streets has been attached.

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.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. RMRA Resolution
2. RMRA Project Map

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 fourth 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 (map attached)	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:

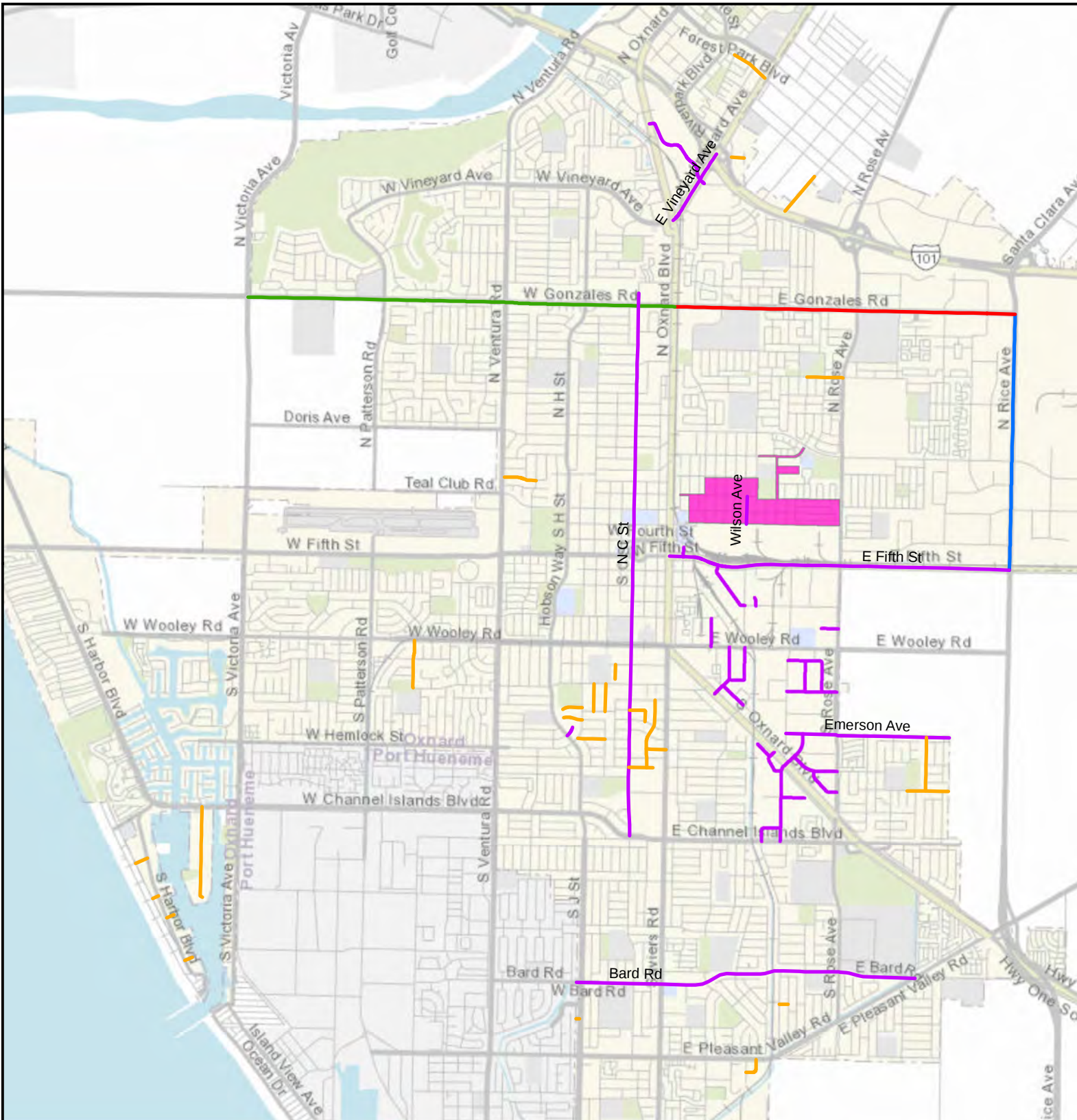
APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

SB1 RMRA PROJECTS

ITEM #K-4



Legend

- Residential Street Resurfacing (streets subject to change)
- Thin Maintenance Overlay - Phase II

- Rice Ave
- E Gonzales Rd
- W Gonzales Rd
- La Colonia Phase II





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: April 21, 2020

TO: City Council

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.

RECOMMENDATION

That 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.
- (Public Works and Transportation Committee approved 3-0)

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.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. 2nd Amendment Sig Page (CA_VEN Sig)
2. Agreement 07-5065-A1
3. Caltrans Agreement 07-5065 (EXECUTED)
4. A-8094 First Amendment (FINAL)
5. Agreement A-8094 Final
6. Rice Ave/5th St. Budget Appropriation

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

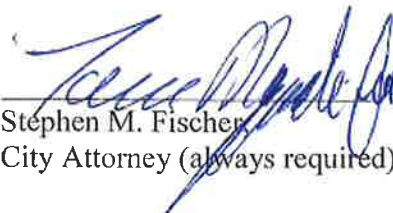
 3/4/2020
 Wei Koo, President _____ Date

 3/5/2020
 Carlos Cadena, _____ Date
 Senior Vice President

ATTEST:

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

APPROVED AS TO FORM:

 3-3-2020
 Stephen M. Fischer _____ Date
 City Attorney (always required)

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.

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,

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			DIVISIONS/LOCATIONS	
WKE, Inc.			Santa Ana, CA	
Home Office Address			CONTRACT NO.	
1851 E. First Street, Suite 1400, Santa Ana, CA 92705			RFP PW18-47	
Services to be Performed			TOTAL AMOUNT OF PROPOSAL	
PS&E - Rice Avenue Grade Separation (Alternative 3B)			\$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				

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

FUNDING TABLE									
IMPLEMENTING AGENCY →			CITY	CITY	CITY		CITY		
Source	PARTNER	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
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	
SBI-TCBP	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	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

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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CITY OF OXNARD

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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

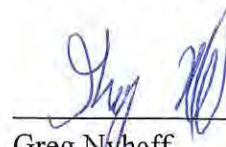


Carrie L. Bowen
District 07 Director

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: _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

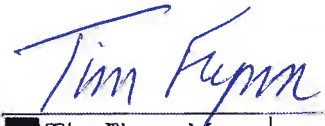
1. In Section 1 of the Agreement, Exhibit A is amended to include Exhibit A-1; attached hereto and incorporated herein.
2. In Section 14(a) of the Agreement, the figure "\$5,362,125.51" is deleted and hereby amended to "\$5,852,200.28."
3. In Section 14(b) of the Agreement, Exhibit C is amended to include Exhibit C-1; attached hereto and incorporated herein..
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-8094

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

CITY OF OXNARD**WKE, INC.**

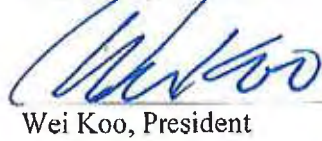
 6/4/19

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

 5/9/19

Carlos Cadena,
Senior Vice President

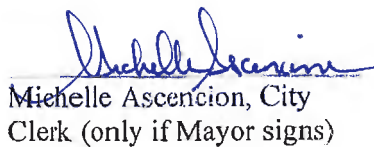
Date

 5/9/19

Wei Koo, President

Date

ATTEST:

 6/4/19
 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 5/8/19
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 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 \$200,000 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-1

**SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094**

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

Properties located south of 5th Avenue/Route 34 (and the Union Pacific Rail Road Tracks) may not be accessible until a later date due to ongoing negotiations with various property owners. As such, at the recommendation of WKE, the investigation will be conducted in at least three phases due to potential delayed access to properties:

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34

Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34

Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Site Investigation Work Plan including a Health and Safety Plan (HASP) for the project. The work plan will address procedures of sampling and laboratory analysis. The plan will also include guidelines for the use of personal protective equipment and safe sampling procedures. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work. The estimated fee is based upon the January 2019 Work Plan currently undergoing Caltrans review.
- Group Delta will prepare up to 5 reduced work plans to facilitate acquisition of specific parcels.
- Group Delta will acquire boring permits from the City of Oxnard and the County of Ventura.
- Group Delta will acquire an Encroachment Permit from Caltrans for borings on the shoulder of SR-34 and an Encroachment Permit from the City of Oxnard for borings associated with Bent 3. This includes development of site-specific traffic control plans.
- Group Delta will mark exploration locations at the site and notify Underground Service Alert (USA) to identify public utilities in the area. Locations will be surveyed in accordance with Caltrans requirements.
- Group Delta will also perform a geophysical to identify potential subsurface utilities or obstructions at each boring location.
- Group Delta will coordinate with the appropriate boring permit and encroachment permit inspectors, as necessary. We assume that limited signage is required at two locations along the shoulder of SR-34 and full traffic control is needed for the two borings at Bent 3.

Field Activities

Laboratory analysis will be performed on selected samples collected during the field program to generally characterize the soil and groundwater within the regions depicted on Figure 1. Samples will be collected using a hand auger and direct-push drill rig. The sampling and analyses program will be as follows:

1. Shallow soil borings will be advanced to approximately 5 feet below ground surface (bgs) with samples collected at near surface (0-6 inches), 1 ft, 3 ft, and 5 ft bgs.
2. Deeper soil borings will be advanced to approximately 18-20 ft bgs with samples collected at near surface, 1 ft, 3 ft, 5 ft and 10 ft bgs as well as at the approximate soil/groundwater interface up to 20 ft bgs.
3. Ten borings placed at the locations of the abutments/bents will be advanced to depths of up to 46 ft bgs.
4. Groundwater samples will be collected from selected boring locations specified in the work plan.
5. Extensive NPDES groundwater sampling will be conducted at 5 locations.
6. All samples will be screened using analyzers specified by Caltrans including a photoionization detector (PID), methane meter, and a hydrogen sulfide meter.
7. Detailed boring logs will be created for each boring.

Laboratory Analysis

Soil and groundwater samples will undergo some or all of the following analyses in accordance with Caltrans requirements as outlined in the January 2019 Work Plan:

- Total Petroleum Hydrocarbons (TPH) in the gasoline range (TPH-g): EPA Test Method 8015
- TPH in diesel and oil ranges (TPH-d/mo): EPA Test Method 8015
- Metals: EPA Test Method 6010B/7471
- Organochlorine Pesticides (OCPs): EPA Method 8081A or 8081B
- Volatile Organic Compounds (VOCs): EPA Method 6010B
- Semi-Volatile Organic Compounds (SVOCs): EPA Method 8270C
- pH: EPA Method 9045C
- Nitrate: EPA Method 300.0
- Asbestos: CARB 435

Select additional samples collected near transformers or other areas of concern will be analyzed for polychlorinated biphenyls (PCBs) by EPA Method 8082, and/or other constituents, as necessary.

In addition, samples collected from 5 locations will undergo the extensive suite of analytical testing required by the Los Angeles Regional Water Quality Control Board (LARWQCB) for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for construction dewatering discharges.

Reporting

After the data has been gathered, it will be evaluated for technical accuracy and uncertainty (data validation). Group Delta will perform a statistical analysis of the lead analytical results from samples along public ROW using the 95% upper confidence limit (UCL) on the mean by using the EPA's Pro-UCL computer program.

The soil will be classified in accordance with the Caltrans soil classification system based upon the results of the analysis. The report will make recommendations for safe handling of fill and native soils as well as groundwater that may be encountered during the project. The report will include a site plans showing laboratory data, field bore logs, and tabulated analytical data.

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Hazardous Materials Investigation Work Plan. The work plan will address procedures of sampling and laboratory analysis. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work.
- Group Delta will manage the preparation of site-specific traffic control plans to facilitate encroachment permitting.
- Group Delta will acquire Encroachment Permits from the City of Oxnard, Ventura County, and Caltrans for sampling yellow striping in public ROW.
- Group Delta will coordinate with the appropriate encroachment permit inspectors, as necessary.

Field Activities

The proposed improvements may impact above-ground structures on three properties. It is possible that these structures may contain ACM and LBP. Each location will require an investigation for hazardous materials. The locations include:

- Parcel No. 2180011475 – Hailwood, Inc.
- Parcel No. 2180011435 – United Water
- Parcel No. 2170020125 – E & H Land Company, LLC

Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential ACMs and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis. Group Delta proposes to use a non-destructive x-ray fluorescence (XRF) device for paint sampling.

The Project will also require the removal of PTS along the Project alignment. Historically, lead and chromium have been used in yellow PTS at high enough concentrations to necessitate special management during removal and disposal as hazardous waste. Yellow PTS is present on SR-34, 5th Street, and Rice Avenue (south of SR-34) within the Project area.

Group Delta proposes to test the yellow striping that will potentially be disturbed by the Project for chromium and lead content. The analytical results will indicate the appropriate handling and disposal requirements for the striping waste materials removal. We assume that we will perform testing at two locations for each of the three roadways identified above. Group Delta will collect up to six striping samples for the Project.

Reporting

We will prepare a Hazardous Materials Survey report summarizing the findings of the ACM and LBP investigation. We will also prepare a Striping Investigation report summarizing the findings of the PTS investigation. The reports will be submitted to Caltrans for review and approval.

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

WKE will provide design modifications to mitigate farmland and maintain the impacts within the footprint of the approved environmental document which eliminates the need to recirculate the environmental document for public review. GPA will provide the following services:

Task 1: Re-validation Form for SCE Transmission Line

GPA understands that a NEPA/CEQA re-validation is needed for the relocation of a 66-kV transmission line owned by SCE and will support SCE's compliance with CPUC General Order 131-D. Based on the 65 percent design, GPA understands that the transmission line will be relocated within the project area evaluated in the EIR/EA. It will also be located within the horizontal APE for cultural resources and outside of two known archaeological sites evaluated in the EIR/EA and during National Historic Preservation Act (NHPA) Section 106 consultation. However, there is the potential that some of the poles may extend deeper than the vertical APE evaluated in the EIR/EA.

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form as described in the original SOW and Fee. GPA anticipates that Caltrans will require a technical specialist to review each of the technical studies completed for this project and draft a memorandum verifying the adequacy of each study as part of the re-validation. Caltrans will also require revised records searches, including searches related to biological and cultural resources, as part of the re-validation process. Finally, GPA assumes that Caltrans will determine that, with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

GPA will prepare a CEQA Addendum to be included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project. GPA will provide the signed Caltrans Re-Validation Form to SCE for use in obtaining authorization under CPUC General Order 131-D. SCE will prepare all materials related to CPUC General Order 131-D.

Deliverables: One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 2: Re-Validation Form for 95 Percent Project Design

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form needed to address project revisions between the PA/ED and 95 percent design which include: 1) relocation and/or extension of project features (e.g., utilities, street lighting, etc.) outside of the approved Area of Potential Effects (APE); 2) increases in the depths of over excavation in several areas; 3) an increase in the amount of ROW take and temporary construction easements (TCEs) – both on parcels previously identified in the EIR/EA and parcels not previously identified in the EIR/EA; and 4) an increase in the amount of farmland converted to non-farmland uses.

According to the Caltrans Standard Environmental Reference (Caltrans SER), a subsequent or supplemental EIR is not required, unless "substantial changes" in the project or its circumstances will require major revisions to the EIR. At this point in time it is uncertain if the additional farmland impacts would be considered "substantially more severe." Caltrans indicated (via email on April 17, 2019) that the project design team (PDT) must come to an agreement on this issue. In addition, Ventura County (County) staff will be consulted because the County's thresholds for farmland were used in evaluating farmland impacts in the EIR.

Given this uncertainty, GPA assumes that a stand-alone CEQA Addendum will be the appropriate level of documentation required to support the CEQA re-validation and that a Subsequent EIR

would not be required. GPA anticipates that Caltrans will require several updated technical studies as part of the re-validation. These are described under Tasks 3 through 6, below. For the remaining studies, a technical specialist will review each study and draft a memorandum verifying the adequacy of each study as part of the re-validation. GPA assumes that with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

Deliverables: Three versions (Administrative Draft, Draft, and Final) of the CEQA Addendum. One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 3: Supplemental Cultural Resource Studies

GPA understands that the technical studies prepared in compliance with NHPA Section 106 during PA/ED will need to be updated to address project design changes, including expansion of the APE. The updated cultural resource studies and reports will follow the requirements set forth in the Caltrans SER.

In addition, GPA understands based on the 65 percent design that the project may require excavation to a depth greater than 2.5 feet within the ESA area located north of State Route 34 and east of Rice Avenue. Caltrans has indicated (via email communication on April 17, 2019) that, as long as an archaeologist and Native American monitors are present for all ground disturbing activities within the ESA, this change would not result in the need to recirculate the EIR/EA or re-initiate NHPA Section 106 consultation.

Supplemental APE Map

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will prepare a supplemental APE that depicts the new work areas and includes all revisions to the project based on the 95 percent design.

Deliverables: Four electronic versions (Draft for GPA review, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental APE Map.

Supplemental Archaeological Survey Report

Following approval of the supplemental APE, DUKE CRM will conduct an updated records search and field survey of the supplemental APE. Following completion of the field survey, DUKE CRM will prepare a Supplemental ASR that describes the changes to the project and includes a summary of impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ASR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ASR.

Supplemental Historical Property Survey Report

DUKE CRM will prepare a Supplemental HPSR that describes changes to the project between the PAED and 95 percent design, and summarizes impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental HPSR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental HPSR.

Native American Consultation

Duke CRM will contact the Native American Heritage Commission (NAHC) for an updated Sacred Lands File search and contact information for Tribes. DUKE CRM will coordinate with Caltrans and the City to update Tribes regarding the project revisions and expanded project area and provide them with supplemental reports as needed.

Deliverables: Provide prior consulting Tribes with proposed project revisions, expanded project area, and supplemental reports. Tribes will be contacted by letter sent by United States (US) Certified Mail and up to two follow-up calls/emails will be made to solicit a response from each Tribe.

Meetings and Coordination

Based on reviews of the draft 65 percent design package, DUKE CRM anticipates extensive coordination between WKE, SCE, Caltrans, and GPA in order to capture all design revisions. This task includes emails, phone calls, and conference calls that will be required to complete the supplemental Section 106 documentation; this task does not include any in-person meetings.

Task 4: Supplemental Initial Site Assessment

GPA understands that a Supplemental ISA is required to address project design revisions and expansion of the project area between PA/ED and the 95 percent design. As a sub-consultant to GPA, Cornerstone Technologies, Inc. (Cornerstone), will prepare a Supplemental ISA that depicts the new project area and includes all revisions to the project based on 95 percent design. Cornerstone will complete a new Environmental Database Radius (EDR) report for the updated project area and will assess the additional project areas and ROWs identified in the EDR report. The Supplemental ISA report will follow the requirements set forth in the Caltrans SER and in accordance with all standards and practices set forth in 40 Code of Federal Regulations (CFR) 312 and American Society for Testing and Materials (ASTM) 1527-13.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ISA. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ISA.

Task 5: Supplemental Community Impact Assessment Memo

During PA/ED a CIA was completed for the project to address impacts to land use (including farmlands), public services, and economic/social issues. The CIA evaluated compliance with Title VI of the Civil Rights Act and American Disabilities Act. It also evaluated businesses affected by the project, social impacts, changes in neighborhoods or community cohesion, and community resources (schools, churches, parks and emergency services).

GPA assumes that a Supplemental CIA memo will be required during the re-validation process to address changes in the amount of temporary and permanent real property acquisition required. GPA will prepare a brief (approximately four page) memo that will be attached to the original CIA.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental CIA Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental CIA Memo.

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

The Department of Conservation (DOC) established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing the present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state.

An AD 1006 Form was completed during PAED because the project would result in the conversion of farmlands to other uses. Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a Supplemental AD 1006 Form to calculate the new Total Site Assessment value of the farmland, which will be used to support the NEPA Re-validation.

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

The EIR for the project evaluated impacts to farmland in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The EIR determined that the project would result in a significant and unavoidable impact to farmland due to the conversion of 7.63 acres of Prime Farmland and 17.89 acres of Farmland of Statewide Importance to non-agricultural uses.

Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a supplemental analysis of farmlands in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The results of this supplemental analysis will be summarized in a brief (approximately four page) memo.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the AD 1006 Form and Supplemental Farmlands Impact Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the AD 1006 Form and Supplemental Farmlands Impact Memo.

Task 7: Project Management & Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the project team and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA project manager will attend monthly PDT meetings via teleconference (2 hours each); monthly project coordination meetings with WKE, Caltrans, County/City, and SCE (2 hours each); and four in-person meetings (6 hours each). If additional in-person meetings or teleconference are required, an additional SOW and fee will be provided to support this effort.

Task 8: Quality Assurance/Quality Control

In order to maintain efficient and high-quality environmental documentation, GPA will perform thorough and accurate technical reviews of all deliverables prior to submittal to the City and/or Caltrans. Staff understanding and proficiency of NEPA/CEQA requirements, as well as familiarity with the Caltrans Annotated Outlines, will ensure minimal comments are received on all documents submitted.

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

- Additional budget will be warranted if changes to the project are made after work is initiated.
- GPA will not be responsible for obtaining any permits required for the project.
- GPA will not be required to attend public outreach meetings.

Task 1: Re-validation Form for SCE Transmission Line

- SCE will provide a project description and design plans for the 66-kV transmission line relocation prior to initiating the re-validation forms and supplemental technical studies. The project description will include sufficient detail to prepare the Re-validation Form and supplemental technical studies.
- The SCE transmission line relocation project will be within the current EIR/EA project area; within the horizontal APE for cultural resources; and outside the Environmentally Sensitive Areas (ESAs) identified in the ESA Action Plan prepared by DUKE CRM.
- No major revisions to the project will be made which would require major revisions to existing technical studies or the environmental document, or which would require public circulation of any environmental documentation. No supplemental technical studies will be prepared to support the SCE transmission line revalidation, except for the Supplemental ISA.
- A CEQA Addendum will be prepared and included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project, and that a stand-alone CEQA Addendum would not be required for attachment to the NEPA/CEQA Re-validation Form.
- Additional public review of the CEQA/NEPA document would not be required pursuant to 23 CFR 771.111(h)(3).
- SCE will prepare all materials related to CPUC General Order 131-D.

Task 2: Re-Validation Form for 95 Percent Project Design

- A stand-alone CEQA/NEPA Addendum will be the appropriate level of environmental documentation required to support the Re-validation. If Caltrans determines that a Subsequent EIR and/or Supplemental EA are required, GPA will provide additional SOW and fee to complete this task.
- A project description and 95 percent design plans will be provided that include sufficient detail to prepare the Re-validation Form, CEQA Addendum, and Supplemental Technical Studies/Memos.

Task 3: Supplemental Cultural Resource Studies

- Organized and labelled GIS layers will be provided by the Engineer to support development of the APE. If subsequent changes to project design features are made or the information is not labeled and organized additional budget will be warranted.
- No additional sites will be discovered, no additional recordation will be necessary, and no investigative surveys will be required. If sites are discovered additional budget will be necessary for recordation and additional tasks.
- If more than the prior consulting Tribes is required, additional budget will be necessary.
- A Supplemental ESA Action Plan will not be required as part of this SOW.
- Consultation with SHPO will not be required.
- If any of the conditions or costs listed above are exceeded a contract amendment will be necessary. If Caltrans requires additional efforts or additional research not conducted in the approved documents a contract amendment will be necessary.
- Archaeological and/or Native American monitoring is not included as part of this SOW. If during the re-validation process additional monitoring of the ESA is required beyond what is included in the original contract SOW and fee then a contract modification would be required. The current contract includes 72 hours for one archaeological monitor to conduct weekly monitoring and 32 hours total for one archaeological monitor and one Native American Monitor to install/disassemble the ESA fencing.

Task 4: Supplemental Initial Site Assessment

- A Site Investigation (SI) is not included in the SOW. If an SI is needed, an additional SOW and budget will be provided to support this effort.

Task 5: Supplemental Community Impact Assessment Memo and Task 6: Agricultural Resources

- Updated estimates of areas of permanent ROW acquisition and temporary impacts from TCEs by parcel will be provided to GPA for use in completing the supplemental CIA memo and supplemental agricultural resources/farmland analysis.

Task 7: Project Management & Meetings

- If the project schedule exceeds the anticipated 12-month project duration, GPA will request additional fee for project management activities (monthly progress reports, schedule updates, and project communication/coordination).

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

Padre will assist the City of Oxnard and WKE with the proper abandonment of two oil wells located within the area of Rice Avenue and 5th Street in Oxnard as a portion of the planned Rice Avenue / UPRR Grade Separation project. The abandoned oil wells are owned by Shell and it is our understanding that the re-abandonment responsibilities are retained by Shell. There are some pipelines associated with the abandoned wells in the area of the project that are located within an easement that in approximately 1956 were constructed by Standard Oil. The pipelines reportedly include a 4-inch gas line, 4-inch oil line, and two (6-inch and 4-inch) waste water lines.

Padre will assist the City of Oxnard in looking for the appropriate contact at Shell to discuss the removal of these lines in preparation of the planned road improvement project.

EXHIBIT C-1

SUMMARY

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SUMMARY BY FIRM

TASK	DESCRIPTION	WKE	GPA	Group Delta	Padre	TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS							
1.1	Hazardous Waste Suppliers/ODCs	0	\$0	\$0	\$0	1095	\$113,917
							\$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS	0	\$0	\$0	\$0	0	\$386,558.37
MILESTONE 2 - ENVIRONMENTAL REVALIDATION							
2.1	Re-validation Form and Technical Memos for SCE Transmission Line	12	\$3,187	263	\$27,027	0	\$0
2.2	Re-validation Form for 95 Percent Project Design	12	\$3,187	96	\$8,809	0	\$0
2.3	Supplemental Cultural Resource Studies	4	\$1,007	0	\$0	0	\$0
2.4	Supplemental Initial Site Assessment	4	\$1,007	0	\$0	0	\$0
2.5	Supplemental Community Impact Assessment Memo	4	\$1,007	32	\$2,995	0	\$0
2.6	Agricultural Resources	4	\$1,007	32	\$2,995	0	\$0
2.7	Project Management and Meetings	16	\$4,361	120	\$15,945	0	\$0
2.8	Quality Assurance/Quality Control	8	\$2,097	20	\$2,732	0	\$0
	ODCs				\$21,167		\$21,167
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION	64	\$16,860	563	\$81,671	0	\$0
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT							
3.1	Shell Oil Wells and Pipelines Abandonment	0	\$0	0	\$0	0	\$0
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT	0	\$0	0	\$0	0	\$0
	SUBTOTAL ALL MILESTONES	64	\$16,860	563	\$81,671	0	\$386,558
							\$490,074.77

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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
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19														
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS														
1.2	Hazardous Materials											\$117.87		\$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION														
2.1	Re-validation Form and Technical Memos for SCE Transmission Line													\$27,026.69
2.2	Re-validation Form for 95 Percent Project Design													\$0,809.27
2.3	Supplemental Cultural Resource Studies													\$0.00
2.4	Supplemental Initial Site Assessment													\$0.00
2.5	Supplemental Community Impact Assessment Memo													\$2,995.41
2.6	Agricultural Resources													\$2,995.41
2.7	Project Management and Meetings													\$15,945.46
2.8	Quality Assurance/Quality Control													\$2,731.97
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	45	202	236	0	0	0	36		44	563	\$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT														
3.1	Shell Oil Wells and Pipelines Abandonment													\$0.00
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	0	0	0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL ALL MILESTONES		0	45	202	236	0	0	0	36		44	563	\$60,504.20
	SUBTOTAL Other Direct Cost													\$636.91
	SUBTOTAL Subconsultants													\$20,530.00
	TOTAL		0	45	202	236	0	0	0	36		44	563	\$81,671.11

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 24th day of July, 2018, by and between the City of Oxnard, a municipal corporation (“**City**”), and WKE, Inc. (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Services**” or collectively the “**Project**”). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant shall undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O’Leary, Transportation Planner (“**Manager**”), subject to the direction of the City Manager or Public Works Director.



6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Carlos Cadena as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.

12. Term of Agreement

This Agreement shall begin on July 24, 2018, and expire on June 30, 2022.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice; however, if the City terminates the Agreement due in any part to a

termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$5,362,125.51 for the Services at rates provided in Exhibit C attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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 Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant

shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (“**documents and materials**”) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City’s request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City’s sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section 19 in all contracts with its subcontractors, and Consultant 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or

subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "**Claim**" and collectively the "**Claims**").

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "**governmental decision**" as described in Title 2, section 18704 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450

and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23

Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SBI Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [“TCEP”] Guidelines, Local Partnership Program [“LPP”] Guidelines, Solutions for Congested Corridors Program [“SCCP”] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, ~~even if Consultant has already expended such funds on subcontractors, vendors, or otherwise.~~ Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 18, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. 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 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.

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to WKE, Inc., 400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705, Attention: Carlos Cadena.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

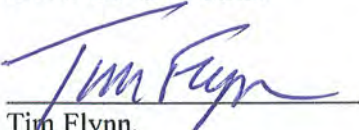
City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

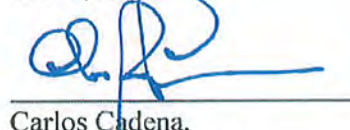
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD


Tim Flynn,
Mayor

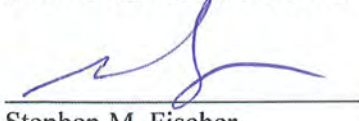
9/10/18
Date

WKE, INC.

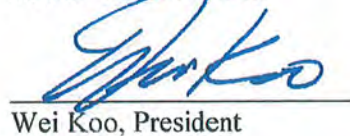

Carlos Cadena,
Senior Vice President

9/6/18
Date

APPROVED AS TO FORM:


Stephen M. Fischer,
City Attorney

9/6/18
Date


Wei Koo, President

9/6/2018
Date

ATTEST:


Michelle Ascension, City Clerk

9/10/18
Date

* The City Manager is authorized to execute this Agreement pursuant to City Council authorization on July 24, 2018.

For any contract with a corporation, the City requires the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer. 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.

EXHIBIT A

SCOPE OF SERVICES

Solicitation # PW18-47
City Project 133101

Scope of Work:

The scope of services for this project includes providing final design for the Rice Avenue/ Fifth Street Grade Separation Project, from 30% design to completed bid-ready contract documents, including the bid proposal, plans, specifications, estimate, and permits. The services include preparing a PS&E package, utility coordination and design, and providing Right of Way Engineering and Acquisition on the City's behalf. Consultant will provide the necessary design, technical review, and support services consistent with bridge design, roadway design, railroad and CPUC permitting, and the California Department of Transportation (Caltrans) Local Assistance approval process. A portion of Fifth Street is within State Right of way, thus all portions of the project within State right of way will be designed in accordance with Caltrans criteria, and coordinated with Caltrans. The Scope of Work assumes the City will Advertise, Award, and Administer the project under the oversight of Caltrans Local Assistance.

Task 1 – Project Management

Following the Notice to Proceed (NTP), Consultant will prepare and submit a detailed work plan for the project. The work plan will provide details on all the tasks and subtasks identified by the Consultant and the City of Oxnard (City) and will be utilized for reporting purposes for grant funding.

In addition to the work plan, Consultant will develop a project schedule which will reflect all project milestones, review periods, and meetings. Consultant will be required to attend meetings for kickoff, 65% review, 95% review, and 100% review. Consultant may be required to attend additional meetings as necessary to complete the work. Both the work plan and schedule will be updated on a regular basis to reflect any changes to scope, schedule, etc., if any.

The Consultant will coordinate and participate in monthly Project Development Team (PDT) meetings with City staff and stakeholder representatives and at interim periodic Project milestones, as necessary. Meeting agendas for the planned meeting and summaries/notes from the previous meetings will be prepared by the Consultant at each meeting and distributed to the Project Manager and other attendees. An action item list and a status of project deliverables will be updated on an ongoing basis and be made available for each PDT meeting.

The Consultant will provide monthly invoices for work performed. The Consultant will prepare brief monthly progress reports to record ongoing progress on the project and to support the invoices submitted to the City for payment. Reports will include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated Project schedule).

The Consultant will plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire project. Designs, calculations, deliverables, and other work will be independently verified to ensure accuracy.

Deliverables:

- *Work plan (Project Management Plan)*
- *Project schedule*
- *Meetings*
- *Meeting agendas*
- *Meeting notes with action items list*

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City Project 133101

- *Monthly progress reports*
- *Monthly invoicing*
- *QA/QC plan.*

Task 1.1-1 – Coordination/Administration

Meetings with affected parties will be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, the City and Caltrans may provide direction for development of the PS&E.

Consultant will participate in the following meetings:

Project Development Team (PDT) Meetings with the City and Caltrans will be held on a monthly basis to discuss policy, procedural and freeway-specific issues. Consultant will bring progress plans as appropriate. No special presentation materials will be required.

Agency Coordination/Technical Workshop Meetings will be held as needed to discuss technical issues with specific agencies. Consultant will bring progress plans as appropriate. No special presentation materials will be required. Collateral material may be black and white.

Right-of-Way Coordination Meetings will be held before starting work between Consultant, the City and Caltrans

Constructability Workshop Meetings will be held with the City and Caltrans to present, discuss and resolve constructability issues to minimize construction change orders. Consultant will present progress plans and specifications prior to the 65% and 95% submittals. Provide special presentation materials as needed to convey and resolve constructability issues.

Deliverables:

Following are the meeting materials which Consultant will be responsible for preparing and providing:

- *Notices*
- *Agendas*
- *Handouts*
- *Minutes*
- *Progress plans*

Following are administrative duties which will be performed by Consultant:

- Supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- Apply for and obtain Caltrans encroachment permits necessary for Consultant to be on the jobsite.
- Apply for and obtain City approvals and permits as required.
- Prepare, circulate, and file correspondence and memoranda as appropriate.
- Prepare and update Project Risk Register, including Risk Register Certification Form.
- Maintain Project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, Consultant will submit the Project Master Schedule to the City and Caltrans Project Managers.

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City Project 133101**

Task 1.1-2 – Work Plan

Consultant will prepare a Project Management Plan. Within thirty (30) days of receiving Notice to Proceed, Consultant will prepare a Project Management Plan for this PS&E, including a Communication Plan and a Risk Management Plan.

Deliverables:

- *Project Management Plan*

Task 1.1-3 – Project Schedule

Consultant will submit an initial Project Master Schedule. Following approval by the City, this schedule will become the Project Schedule. The approved Project Schedule will be displayed on the Project Master Schedule updates. The following elements must be included by Consultant in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by Consultant and approved by the City
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities
- Schedule will provide adequate time for the City to review, based on standard practices.
- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading will be used to develop plan and actual progress curves
- The Project Master Schedule will include all data necessary to represent the total Project and the critical path will be clearly identified
- The order, sequence, and interdependence of significant work items will be reflected on the Project Master Schedule
- The following list of major tasks will be used to develop the Project Master Schedule:

Task 1 – Project Management

Task 2.1 – 65% PS&E Submittal

Task 2.2 – 95% PS&E Submittal

Task 2.3 – 100% PS&E Submittal

Task 2.4 – Right-of-Way Documentation and Engineering

Task 3.1 – 65% Specifications

Task 3.2 – 95% Specification

Task 3.3 – 100% Specifications

Task 4.1 – 65% Engineer's Estimate

Task 4.2 – 95% Engineer's Estimate

Task 4.3 – 100% Engineer's Estimate

Task 5 – Geotechnical Investigations

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Task 6 – Permitting

Task 7 – Bid and Construction Support

Major tasks should be broken down into subtasks as warranted.

Consultant will submit a copy of the Project Master Schedule to the City Project Manager for review and approval and a copy to Caltrans for information. Monthly schedule updates will be part of the Progress Report.

Task 1.1-4 – Monthly Progress Reports and Invoices

At the end of each month, Consultant will provide a detailed monthly Progress Report on the progress of the work performed that month with specific activities including dates of meetings and Consultant participation; progress of tasks; and list of and tasks completed that month.

Consultant will submit one copy of the Progress Report to the City Project Manager attached to the monthly Project Schedule update.

The narrative portion of the monthly Progress Report will describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes. The report will also include a description of the work anticipated for the next month.

Progress of tasks will be discussed relative to the Project Schedule. All scheduled tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Schedule, the sequence of work and/or duration will be revised by Consultant through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates will be met. The target schedule will be displayed on the updated Project Schedule.

Consultant will submit the monthly Progress Report as part of the invoice package and also as an attachment to the monthly Project Schedule update.

Task 1.1-5 – Quality Assurance and Quality Control Plans

Consultant will prepare, implement and maintain a Quality Assurance and Quality Control Plan (QA/QC Plan) throughout the services under this Agreement. The QA/QC Plan will establish Quality Assurance and Quality Control processes and procedures; describe how the quality of the work products will be managed to minimize or eliminate errors and omissions; ensure that all design reports, studies, plans, specifications, quantities, estimates and other design documents are complete, accurate, consistent, checked, and reviewed; and will be prepared to an acceptable quality of the City.

The City encourages a commitment to quality throughout the preparation of Plans, Specifications & Estimates (PS&E) for the project.

At a minimum, the QA/QC Plan will address the following:

1. Quality Commitment: management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
2. Project Initiation and Early Activities: Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented throughout the entire

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Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.

3. QA Manager: Commit a Quality Assurance Manager to the project who is qualified to implement the QA/QC Plan and oversee the QA/QC Plan compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and actively engage in the City surveillances and audits. QA Manager will identify critical reviews in the Project Master Schedule.
4. Quality Control:
 - a. Provide the Quality Control Processes for checking and reviewing design documents. A discipline review will precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review.
 - b. Provide Quality Control Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.
 - c. Maintain a communication plan to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.
 - d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.
 - e. Maintain an Action Item Register from the beginning of the project throughout the completion of the approved final design.
 - f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risk as part of the contingency planning.
5. Quality Assurance:
 - a. Each deliverable will be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved QA/QC Plan. A QA Certification will accompany each submittal.
 - b. Identify critical reviews in the Project Master Schedule.
 - c. The Quality Assurance Manager will demonstrate that he/she is qualified to implement the QA/QC Plan.
6. Document Control:
 - a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records.
 - b. Drawing quality records will be marked clearly as being checked, signifying that the preparation of the work products followed the QA/QC Plan established for the project.
 - c. Quality records and documentation will be maintained and provided to the City upon request.

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City Project 133101**

- d. Maintain interface documentation, meeting notes and correspondence.
7. Demonstrate how Project Management, production and Quality Management will cooperate with and participate in QA surveillances, audits and other monitoring performed by the City. Provide documentation to the City in advance of any planned QA surveillance or audit, as requested.
8. Implementation and Training: Ensure that Consultant and subconsultant staff are trained to properly implement, execute and maintain the approved QA/QC Plan processes and procedures. Maintain a training log of materials and attendees.

Within 30 days of receiving the Notice to Proceed, Consultant will submit a complete Design Quality Management Plan for review and approval by the City. The QA/QC Plan must be approved prior to all submittals.

Deliverables:

- 1 electronic copy of the QA/QC Plan

Task 2 – Plan Preparation

Consultant will prepare and submit plans at 65%, 95%, and 100% design completion. Plans will be submitted to the City of Oxnard, County of Ventura (County), Caltrans and all other agencies having jurisdiction for review and comment. All work products will be delivered in file or data formats compatible with City systems. The City will be copied on all correspondence. The anticipated plans required for the project include:

- Roadway (Typical Cross Sections, Layouts and Profiles/Superelevation diagrams)
- Construction Details
- Railroad Grade Crossing
- Storm Water Pollution Prevention/Erosion Control Plans
- Contour Grading
- Drainage
- Utilities
- Stage Construction/Traffic Handling Pavement Delineation/Signing
- Landscaping
- Signal and Lighting/Electrical
- Structural (Bridge, Retaining Walls, etc.)

Plans will be prepared using Caltrans Plans Preparation Manual format with City of Oxnard title block, Arch D 24" x 36". Plans will be prepared in English units using the Caltrans Highway Design Manual 6th Edition, California Manual on Uniform Traffic Control Devices, Caltrans Bridge Manual, Caltrans Bridge Design Aids Manual, and 2015 Caltrans Standard Plans and Standard Specifications. Final plans will be submitted on mylar to the City.

Submittal milestones for each bid package will be as described below:

- 65% PS&E
- 95% PS&E
- 100% PS&E
- Right-of-Way documentation and engineering

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City Project 133101**

- Bid-ready Plans, Specifications & Estimates
- Permits for Construction
- Resident Engineer's file
- Record Drawings

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates will include all original documents with seals and wet-signed signatures by registered professional land surveyors, engineers or architects licensed in the State of California.

Deliverables:

65%, 95%, and 100% design plans (including all studies/quantities and calculations)

*Final Mylars***Task 2.1 – 65% PS&E SUBMITTAL****Task 2.1-1 – Roadway Plans**

Consultant will incorporate the 35% submittal, prepared during PA/ED Phase, into the roadway plans and estimates.

Deliverables:

- *65% Title Sheet*
- *65% Typical Cross Sections*
- *65% Key Map and Line Index*
- *65% Layout Plans*
- *65% Profiles and Superelevation Diagrams*
- *65% Construction Details*
- *65% Contour Grading*
- *65% Summary of Quantities*

Consultant will perform surveys and mapping work for necessary control surveys, preliminary design data surveys and photogrammetric surveys commensurate with this component of the project as well as preliminary property boundary assessments, determination of status of existing preliminary ROW and its grid positioning, and associated land net mapping.

Deliverables:

- *65% Project Plans*

Task 2.1-2 – Drainage Plans

Consultant will prepare a final drainage report to address the existing drainage condition and the proposed mitigation and design. This report will consider both onsite and offsite systems.

Consultant will prepare drainage plans, profiles, and quantities based on the drainage report. The drainage, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. Consultant will also prepare temporary drainage plans where needed.

Deliverables:

- *65% Drainage Report*
- *65% Drainage Plans, Profiles, Details, and Quantities*
- *65% Water Pollution Control Plans*

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- *65% Temporary Drainage Plans*

Erosion Control (Planting Plans)

Consultant will prepare a Schematic Landscape Plan based on information gathered during the kick-off meeting and site visit. The plan will consist of a proposed plant palette, landscape concept design, and sample materials for hardscape and softscape finishes, if appropriate. The plan will be submitted to the City for review and approval. Upon approval, the schematic plan, incorporated with any comments received will be developed into the 65% landscape plans.

Deliverables:

- *Schematic Landscape Plan*

Consultant will assist in selecting an appropriate plant palette, or hydroseed mix for the Best Management Practices (BMP) areas throughout the project. Planting Plan sheets will show the location and quantities of proposed plant materials based on an approved Schematic Landscape Plan.

Deliverables:

- *Plant palette*
- *65% Planting Plans, Legend, Notes, Details.*

Task 2.1-3 – Stage Construction, Detours, and TMP

Consultant will prepare stage construction traffic handling plans, and detour plans for each stage of the construction. Construction signs will follow Caltrans Standard plans and 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD) guidelines. The detour plans will consider impact to traffic circulation within local streets due to current active City projects that may be under construction during the construction of this project. Consultant will prepare Transportation Management Plan based on the traffic analysis and construction staging. Consultant will identify construction phase detours and prepare lane closure charts.

Deliverables:

- *65% Transportation Management Plan*
- *65% Stage Construction CAS and Index*
- *65% Stage Construction Plans*
- *65% Stage Construction Details*
- *65% Stage Construction Quantity Sheets*
- *65% Traffic Handling Plans and Details*
- *65% Detour Traffic Signal and Rail Crossing*

Task 2.1-4 – Pavement Delineation Plans

Consultant will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

Deliverables:

- *65% Pavement Delineation Plans, Details, and Quantities*

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Task 2.1-5 – Sign Plans

Consultant will prepare Sign Plans for the project area. These plans will be prepared at a 1" = 50' scale using field review data, proposed improvement plans, and available as-builts. The plans will include sign callouts, details, and quantities based upon Caltrans Plans Preparation Manual

Deliverables:

- 65% Sign Plans, Details, and Quantities

Task 2.1-6 – Electrical Lighting, Signals

Consultant will prepare electrical plans using field review data, proposed improvement plans, and available as-builts. Caltrans symbology will be used, and the plans will conform to City and Caltrans requirements. Consultant will prepare traffic signal plans for the connector intersections on 5th Street and SR 34. The plans will be at a scale of 1" = 20' and will include the required intersection safety lighting.

Deliverables:

- 65% Traffic Signal Plan, Details, and Quantities

Consultant will prepare the PS&E for the following lighting systems in conjunction with the design of the Project:

Lighting design will consist of new and relocated lighting between Sturgis Road and the new bridge over 5th Street and between the new bridge and the southerly improvements on Rice Avenue

- 5th Street and SR 34 Lighting - the design will consist of new lighting on 5th Street and SR 34 between the limits of the westerly and easterly improvements
- Rice Avenue Bridge Lighting – the design will include lighting using standard or decorative poles and luminaires on the new bridge (proposed to provide uniform lighting levels along Rice Avenue)
- Eastman Avenue – the design will consist of the lighting modification for the new cul-de-sac
- Temporary Detour Lighting – which will include lighting at critical points along the detours during Stage 1 and Stage 3B
- Prepare signal interconnect conduit for 5th Street and Rice Avenue
- Provide electrical service for up to three irrigation control.

This scope includes coordination as needed with SCE to establish new service points.

Plans will be prepared in accordance with the Caltrans Plans Preparation Manual.

Deliverables:

- 65% Rice Avenue and SR 34 Lighting
- 65% 5th Street Lighting
- 65% Eastman Avenue Street Lighting
- 65% Temporary Lighting (Stage 1)
- 65% Temporary Lighting (Stage 3B)
- 65% Bridge Lighting
- 65% Signal Interconnect
- 65% Irrigation Controller

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Task 2.1-7 – Irrigation & Planting Plans

Upon approval of the Schematic Landscape Plan, Consultant will prepare the 65% plans. The irrigation removal plans will be based on existing irrigation as-built drawings.

Deliverables:

- *65% Irrigation Removal Plans, Legend, Notes, Details*

Consultant will prepare 65% Irrigation Plans.

Deliverables:

- *65% Irrigation & Planting Plans, Details, Legend, Notes, Details.*

Consultant will prepare irrigation and planting quantities sheets.

Deliverables:

- *65% Irrigation and planting Quantity Sheets*

Task 2.1-8 – Bridge Plans (Unchecked Details)

Consultant will prepare layout plans and structural details for Rice Avenue Overcrossing. Consultant will also prepare draft technical special provisions for the bridges as part of Task 3.

Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions. Bridge clearances will conform to BNSF, SCRRA and Metrolink grade separation design criteria.

Consultant will update the bridge General Plan estimate to verify its ongoing validity.

Consultant will develop conceptual illustrations for the structural aesthetics of the bridge and retaining walls. Structural elements include bridge railing, bridge barrier, wing wall and abutment wall.

Deliverables:

- *Unchecked Structure Plans and Details*

Task 2.1-9 – Retaining Wall Plans

Consultant will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate aesthetic details for the walls.

Consultant will prepare draft technical special provisions for the retaining walls as part of Task 3.

Deliverables:

- *Retaining Wall Keymap*
- *Retaining Wall Plans, Details, and Quantities (5 Walls)*

Consultant will prepare the Structure Type Selection documents and General Plan sheets for all non-standard walls to comply with the most current Caltrans guidelines. The format will conform to Caltrans latest OSFP Information and Procedures Guide.

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The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, Consultant will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the final Project geometry. Consultant will prepare the Bridge Site Data Submittal (BSDS) documents per Caltrans requirements to support the Type Selection Report.

Consultant will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval. Consultant will attend a Type Selection Meeting in Sacramento and revise the Type Selection Report to incorporate any comments received.

Deliverables:

- *Structure Type Selection Report, Retaining Wall General Plans for each non-standard wall.*

Consultant will facilitate and attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans for each non-standard retaining wall.

Consultant will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- *Meeting summary in a memorandum*

Task 2.1-10 – Utility Plans

Consultant will collect and review available documents including, but not limited to, utility as-built drawings within the project site, the geotechnical investigation for the project and any others within the project site, City water and sewer master plan documents and other relevant reports and documentation. Once data collection, disbursement and review have been completed by the Consultant, a site visit will be made. An internal review meeting to discuss results/issues resulting from the site visit and existing data review will be held.

Consultant will conduct a field reconnaissance of the project site. This field work will allow the project team to become familiar with the project area and the project needs and requirements. The field reconnaissance will verify data obtained and reviewed, verify surface features etc. and help assure the design will accommodate actual field conditions.

Consultant will prepare utility plans in conformance with Caltrans Plans Preparation Manual on Caltrans title block. Plans will be prepared in English units using the Caltrans Highway Design Manual 6th Edition and 2015 Caltrans Standard Plans and Standard Specifications.

Consultant will prepare relocation plans and profiles in conformance with Caltrans Plans Preparation Manual format with City of Oxnard title block, Arch D 24" X 36". Plans will be prepared in English units using the Caltrans Highway Design Manual 6th Edition and 2015 Caltrans Standard Plans and Standard Specifications.

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Consultant anticipate the drawings for the water and Sewer utility relocations will include the following sheets:

Deliverables:

- 20 Potholes
- 65% Utility Plans
- 65% Utility Conflict Matrix
- 65% City Sewer Line Relocation Plans and Profiles
- 65% City Water Line Relocation Plans and Profiles
- 65% United Water Conservation District Water Line Relocation Plans and Profiles
- 65% City 36" Sewer Line South of State Route 34 Relocation Plans and Profiles

Task 2.1-12 – Storm Water Data Report

Consultant will prepare a Storm Water Data Report (SWDR) to address storm water quality (NPDES & Caltrans) requirements.

Deliverables:

- 65% Storm Water Data Report

Task 2.1-13 – Constructability Review

Consultant will perform a constructability review of 65% Submittal.

Task 2.1-14 – QA/QC

Consultant will conduct Quality Assurance/Quality Control reviews on 65% Submittal based on requirements included in the QA/QC Plan.

Task 2.2 – 95% PS&E SUBMITTAL**Task 2.2-1 – Update Roadway Plans**

This submittal will include comments, reviews, coordination efforts, and updated information. Consultant will update all 65% roadway plans and will provide quantity sheets with updated Special Provisions and BEES estimate per Task 3 and 4. Any Revised and/or New Standard Plans developed by Caltrans will be included with Consultant's Plan submittal. All quantities will be independently checked and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

Deliverables:

- 95% Title Sheet
- 95% Typical Cross Sections
- 95% Key Map and Line Index
- 95% Project Control Plans
- 95% Layout Plans
- 95% Profiles and Superelevation Diagrams
- 95% Construction Details
- 95% Contour Grading
- 95% Summary of Quantities

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Task 2.2-2 – Update Drainage Plans

Consultant will update the drainage plans, water pollution control plans, temporary drainage plans, and planting plans based on comments received from all involved agencies.

Deliverables:

- 95% Drainage Report
- 95% Drainage Plans, Profiles, Details, and Quantities
- 95% Water Pollution Control Plans
- 95% Temporary Drainage Plans
- 95% Planting Plans, Legend, Notes, Details.

Task 2.2-3 – Update Stage Construction and Detours

Consultant will update the stage construction plans, and detour plans based on comments received from all involved agencies.

Deliverables:

- 95% Stage construction and traffic handling/detour plans, profiles, details, and quantities
- 95% Detour layouts, profiles, and super elevation diagrams
- 95% Construction area signs

Task 2.2-4 – Update Pavement Delineation Plans

Consultant will update the pavement delineation plans based on comments received from all involved agencies.

Deliverables:

- 95% Pavement Delineation Plans, Details, and Quantities

Task 2.2-5 – Update Sign Plans

Consultant will update the sign plans based on comments received from all involved agencies.

Deliverables:

- 95% Sign Plans, Details, and Quantities

Task 2.2-6 – Update Electrical Lighting, Signals

Consultant will update the electrical plans based on comments received from all involved agencies.

Deliverables:

- 95% Traffic Signal Plan, Details, and Quantities
- 95% Rice Avenue Lighting
- 95% 5th Street and SR 34 Lighting
- 95% Eastman Avenue Street Lighting
- 95% Temporary Lighting (Stage 1)
- 95% Temporary Lighting (Stage 3B)
- 95% Bridge Lighting
- 95% Signal Interconnect
- 95% Irrigation Controller

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Task 2.2-7 – Update Irrigation Plans

Consultant will update the irrigation and planting plans based on comments received from all involved agencies.

Deliverables:

- 95% Irrigation Removal Plans, Legend, Notes, Details
- 95% Irrigation and Planting Plans, Details, Legend, Notes, Details.
- 95% Irrigation Quantity Sheets

Task 2.2-8 – Update Bridge Plans

Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- Checked bridge plans, reduced size
- Design calculations
- Design Independent check calculations
- Quantities and check calculations

Task 2.2-9 – Update Retaining Wall Plans

Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- Checked retaining wall plans, reduced size
- Design calculations
- Design Independent check calculations
- Quantities and check calculations

Task 2.2-10 – Update Utility Plans

Consultant will update the utility plans and relocation plans based on comments received from all involved agencies.

Deliverables:

- 95% Utility Plans
- 95% Utility Conflict Matrix
- 95% City Sewer Line Relocation Plans and Profiles
- 95% City Water Line Relocation Plans and Profiles

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- 95% United Water Conservation District Water Line Relocation Plans and Profiles
- 95% City 36" Sewer Line South of State Route 34 Relocation Plans and Profiles

Task 2.2-11 – Construction Schedule

Consultant will prepare a CPM construction schedule in consultation with the City Construction Manager and Caltrans based on the estimated required working days for project construction.

Deliverables:

- *CPM Schedule*

Task 2.2-12 – Utility and ROW Update

Consultant will verify and update utility and ROW engineering data. Revisions to the Appraisal Maps will be performed by Consultant.

Deliverables:

- *Report containing all updated utility and ROW engineering data with changes clearly identified*

Task 2.2-13 – Update SWDR

Consultant will update the Storm Water Data Report (SWDR) based on comments received from Caltrans and City.

Deliverables:

- *95% SWDR*

Task 2.2-14 – Environmental Commitment Record (ECR)**Task 2.2-14a – Environmental Commitment Record (ECR)**

The Final EIR/EA include environmental commitments related to land use, air quality, biology, community, cultural resources, utilities and emergency services, traffic and transportation, hazardous waste, and climate change. Consultant will prepare, update, and maintain the environmental commitments record (ECR) and will document completion of all environmental commitments throughout the pre-construction and construction monitoring phases. Consultant will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance.

Deliverables:

- *Completed Environmental Commitments Record*

Task 2.2-14b – Environmental Mitigation

If trimming or removal of vegetation/trees or construction is conducted between February 1 and September 15, Consultant will conduct nesting bird surveys within 500 feet of the construction area to ensure any nesting birds would not be impacted by the project. Consultant will conduct pre-construction surveys no more than three days prior to the start of construction to ensure that nesting birds are not within 300 feet of the construction area (500 feet for raptors). If any nesting bird is found in or adjacent to the construction area, Consultant will coordinate with the City, as well as the appropriate regulatory agency, to develop and implement appropriate avoidance measures. Consultant will summarize the results of the surveys and any subsequent coordination in a memo format report for the project file. This scope does not include pre-construction surveys for special-status or otherwise protected species.

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Deliverables:

- *Pre-construction Nesting Bird Survey Report*

Consultant will coordinate and complete all tasks outlined in the ESA Action Plan that was prepared for the project. Tasks include the identification, installation, and removal of ESA fencing; notification of initiation and completion of construction; contractor awareness training; site inspection; construction monitoring; and reporting.

Deliverables:

- *Complete all tasks outlined in the ESA Action Plan*

Consultant will assist the City with ensuring that design-related avoidance, minimization, and mitigation measures are successfully integrated into project design plans and contract specifications/special provisions. Specifically, Consultant will review final design plans and contract specifications/special provisions to ensure all relevant NEPA/CEQA obligations have been adequately incorporated. Consultant will review the draft and make direct additions, supplemental comments and/or create specialized, non-standard environmental specifications in track-changes for a seamless transfer of information. During the review, Consultant will coordinate with the project engineer and other team members (as required) throughout the review process to efficiently make any necessary changes.

Deliverables:

- *Supporting information concerning environmental commitments and permitting measures for design plans and contract specifications/special provisions*

Task 2.2-14c – Environmental Document Re-Validation

Not Included.

Task 2.2-15 – Update TMP

Consultant will update the TMP based on comments received from all involved agencies.

Deliverables:

- *95% TMP*

Task 2.2-16 – CPUC GO 88B application and Section 190 funding request

Not Included.

Task 2.2-17 – Update Drainage Report

Consultant will update the drainage report based on comments received from all involved agencies.

Deliverables:

- *95% Drainage Report*

Task 2.2-18 – Constructability Review

Consultant will perform a constructability review of 95% Submittal.

Task 2.2-19 – QA/QC

Consultant will conduct Quality Assurance/Quality Control reviews on 95% Submittal based on requirements included in the QA/QC Plan.

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- Appraiser will inspect each property personally with the owner (if desired) and take photographs to document the inspection with for use in the report.
- Appraiser will inventory all improvements affected by the proposed acquisition and take notes on their existing disposition (i.e., pay-for and remove vs. move back).
- Appraiser will conduct market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- Upon completion of the fee appraisal, a formal review by an independent appraiser will be conducted in accordance with federal regulations and Caltrans procedures manual.
- Consultant will receive and analyze the completed appraisal reports accordingly.

Task 2.4-1m – Prepare secondary appraisals

Consultant to prepare secondary appraisals based on following APNs:

APN	Owner
218-0-011-475	Hailwood Inc.
218-0-011-435	United Water Conservation District
217-0-020-125	E & H Land Company LLC

Task 2.4-1n – Prepare Right-of-Way Requirement Maps (PD-26)

Prepare Caltrans PD-26 Documents and Exhibits in compliance with Caltrans standards for each acquisition parcel.

Deliverables:

- *PD-26 Exhibit*

Task 2.4-2 – Right of Way Acquisition

Consultant will perform right of way acquisition services for the following 11 ownerships of 18 parcels.

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Owner	APN
Pacific Landmark LTD	216-0-195-145
Zaki Family Partnership	216-0-195-095
Stellar Ventures Group LLC	216-0-195-105
Westridge Ventura I	216-0-195-055
Hiji Bros and Nishimori Bros	216-0-193-105
Cam-Rio Properties	217-0-020-095
E&H Land Company	217-0-020-105
	217-0-020-125
	217-0-020-135
Hailwood Inc	218-0-011-475
Pegh Investments LLC	216-0-160-525
	216-0-160-545
	216-0-160-555
	216-0-160-565
	216-0-160-575
	216-0-160-535
United Water	218-0-011-435
Union Pacific Railroad	216-0-160-165 (TCE)

Consultant will establish and maintain a complete and current parcel diary record file of each ownership. Once the appraisal process is complete and appraisals are reviewed and pre-approved by the City, and review appraisals done per federal guidelines, Consultant would then prepare offer packages for each owner that will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents would be presented to City for review and pre-approval prior to presenting offers to property owners. After offer presentation, Consultant will pursue agreements with each owner to finalize the right of way transfers. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant will coordinate with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. Once offers reach final agreement, Consultant will process all documents for necessary approvals and coordinate escrows, title insurance, and closings. It is always our goal to reach cooperative agreements in lieu of eminent domain litigation on the City's behalf.

Task 3 –Specification Preparation

The Consultant will prepare and submit project specifications at the 65%, 95%, and 100% design completion. The front-end Bid Proposal and Standard Specifications will be City of Oxnard documents, and the Special Provisions will be prepared following Caltrans Special Provisions. The specification package will be submitted to the City for review and comment. The City will distribute the specifications to the County, Caltrans, and others for review and comment. The specifications will follow the Caltrans format.

Deliverables:

- 65%, 95%, and 100% Bid Specifications for review
- Final Specifications

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Task 4 – Engineer’s Estimate of Probable Cost

Consultant will prepare and submit an Engineer’s Estimate of Probable Cost at the 65%, 95%, and 100% design completion. The Engineer’s Estimate should indicate items that are considered non-participating to receive grant funding. The Engineer’s Estimate will be submitted to the City for review and comment. The City will distribute the specifications to the County, Caltrans, and others for review and comment. The format will follow Caltrans standards.

Deliverables:

- 65%, 95%, and 100% Engineer’s Estimate for review
- Final Estimate

Task 5 –Geotechnical Investigation

The Consultant will ensure that all geotechnical conditions within the Project limits that may affect final design and construction are identified and addressed in the design of the Project. Consultant will contract with a qualified Geotechnical Engineer to prepare a Final Geotechnical Investigation Report providing recommendations for the design of structural foundations, bridges, and all retaining walls associated with the Project. The Final Geotechnical Investigation Report will provide foundation design parameters, bearing capacity, anticipated settlements, backfill requirements, trenching recommendations, compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions.

The Geotechnical Reports will contain project description, table of existing soil profile at all boring locations (identifying thickness and material types for pavement, base, soil, and rock), recommendations for bedding and backfill of pipeline trenches, test results, traffic indices (City will provide Traffic Index), proposed structural sections, proposed subgrade preparation for unsuitable or saturated material (estimated depths, quantities of over excavation, and treatment procedures), boring logs and location maps (showing depths of borings, horizontal distances from known points to boring locations, and geotechnical analyses).

Task 5.1 – Geotechnical and Foundation Reports**Task 5.1a – Geotechnical Design Report (GDR)**

Consultant will prepare a Geotechnical Design Report (GDR) for the project with final Log of Test Boring plan sheets for the grade separation bridge for the project in general conformance with Caltrans Guidelines for Geotechnical Design Reports, Version 1.3, dated December 2006 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft GDR for internal review by the project team. After receiving comments from the project team on the draft GDR, Consultant will review those comments, work to incorporate them, and submit a final GDR.

Task 5.1b – Percolation Testing (4 Locations)

In an effort to evaluate the ability of the near-surface soils to provide infiltration for storm water percolation, Consultant will perform bore hole infiltration tests in the willow test drill holes with infiltration test intervals planned at two to five feet and six to ten feet below grade. However, the test interval will be adjusted to a willower interval if groundwater is encountered within the current proposed test interval.

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Infiltration tests will be performed in general accordance with common local practice, such as that described in Ventura County Technical Guidance Manual for Stormwater Quality Control Measures, Manual Update 2011. . Borehole infiltration tests will be performed in each test hole by filling each hole with water and monitoring water loss rates. Work related to bore hole drilling and construction of the bore hole infiltrometers will be performed as part of the final Geotechnical Investigation Report. Consultant estimates the bore hole drilling, installation, infiltration set up and testing work can be completed in approximately two days on-site.

Upon completion of infiltration testing, Consultant will pull the casing from the holes and fill the remaining portions of the holes with soil. Consultant will cap the holes in paved areas with black-dyed quick set concrete.

Consultant will prepare a letter-report documenting the results of the percolation testing. The letter-report will describe the work performed, provide logs of the percolation test drill holes, and summarize the results of field percolation testing. Consultant understands that the findings of this work will be used to assist in the design of low impact stormwater management systems (stormwater BMPs) for the project.

Consultant will provide a draft letter-report for internal review by the project team. After receiving comments from the project team on the draft letter-report, Consultant will review those comments, work to incorporate them, and submit a final letter-report for the project.

Task 5.1c – Foundation Reports for Bridges, Retaining, and Sound Wall

Consultant will prepare a final Structure Foundation Report (FR) with a final Log of Test Boring plan sheet(s) for the grade separation bridge for the project in general conformance with Caltrans Foundation Reports for Bridges, Version r1, dated February 2017 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft FR for internal review by the project team. After receiving comments from the project team on the draft FR, Consultant will review those comments, work to incorporate them, and submit a final FR for the bridge.

Consultant will prepare final Structure Foundation Reports (FRs) with a final Log of Test Boring plan sheet(s) for the proposed earth retaining structures. Consultant understand that five separate retaining walls are proposed and expect that separate, standalone reports for the retaining walls will be prepared for the project in general conformance with Caltrans Foundation Reports for Earth Retaining Structures (ERS), dated June. 2017. The FRs will be prepared using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide draft FRs for internal review by the project team. After receiving comments from the project team on the draft FRs, Consultant will review those comments, work to incorporate them, and submit a final FRs for the retaining structures.

Task 5.1d – Materials Report

Consultant will prepare a Materials Report (MR) for the project for the project in general conformance with the requirements in Chapter 100 of the Caltrans Highway Design Manual. Consultant will provide a draft MR for internal review by the project team. After receiving comments from the project team on the draft MR, Consultant will review those comments, work to incorporate them, and submit a final MR for the project.

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Task 5.1e – Final Geotechnical Investigation Report

Consultant will compile the data acquired from the subsurface exploration and geotechnical laboratory testing work completed for the Preliminary Foundation Report and work performed for the PA&ED design effort. Consultant will finalize the geotechnical design parameters for use in subsequent evaluations. Consultant will perform geotechnical analyses for the design-level foundation systems for the proposed bridge and retaining structures. Consultant analyses or evaluations updated from the PA&ED phase of work will consist of the following:

- Evaluation of seismic hazards consisting of fault rupture hazards, strong ground shaking and development of a design ARS in accordance with Caltrans guidance, liquefaction and related ground settlement, and lateral spreading;
- Analysis of axial capacity for proposed deep foundation elements, incorporating potential seismic hazards if applicable;
- Lateral capacity evaluation of pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Evaluation of pile spacing and group reduction factors for vertical and lateral loads;
- Analysis of settlement of deep foundation elements, incorporating potential seismic hazards if applicable;
- Lateral earth pressures and passive pressure resistance for non-standard retaining structures;
- Lateral earth pressures for bridge abutment design;
- Settlement evaluation of retaining structures, embankment fills and approximate waiting periods;
- Global stability evaluations for embankment fill slopes and retaining walls;
- Evaluation of soil corrosion potential in accordance with Caltrans guidelines; and
- Evaluation of pavement structural sections for the proposed roadways.

Task 5.1f – Additional Testing for Hazardous Materials

Consultant will perform two additional field sampling days and laboratory testing, as well as data evaluation and reporting to this proposal to address the additional sampling and testing tasks requested in the May 8, 2018 letter from Caltrans. Consultant will perform these additional hazardous materials assessment services in support of continuing evaluation of the environmental conditions within and adjacent to the Fifth Street Caltrans right of way as part of the proposed PS&E Phase of work.

Task 5.1g – Extended Hazardous Materials Testing (For Potential Second Stage Testing)

Not Included.

Task 6 – Permitting**Task 6.1 – Permit Applications**

Consultant will be responsible for preparing all encroachment permit applications for work outside the City right-of-way. This includes the County and Caltrans.

Task 6.2 – Fact Sheets

Not Included.

Task 7 – Bid and Construction Support

Not Included.

Agreement No. A-8094

**Solicitation # PW18-47
City Project 133101**

Task 7.1 – Pre-Construction Meeting

Not Included.

Task 7.2 – Partnering Workshop

Not Included.

Task 7.3 – Shop Drawing and Submittal Review

Not Included.

Task 7.4 – Additional drawings at City Request

Not Included.

Task 7.5 – Site Visits/Construction Meetings

Not Included.

Task 7.6 – Respond to Inquiries/ RFIs

Not Included.

Task 7.7 – Change Order Preparation and Review, CRIP Reviews

Not Included.

Task 7.8 – Develop As-builts and Final Record Drawing Plans

Not Included.

Task 7.9 – Deliver Project Files

Not Included.

Task 7.10 – Post Audits

Not Included.

Task 7.11 – CPUC Section 190 Reimbursement to City; & file Form G

Not Included.

Task 7.12 – Railroad 5% Mandatory Contribution Payment(s) to City

Not Included.

END OF SCOPE OF WORK

Agreement No. A-8094

Solicitation # PW18-47
City Project 133101

Task 7.1 – Pre-Construction Meeting

Not Included.

Task 7.2 – Partnering Workshop

Not Included.

Task 7.3 – Shop Drawing and Submittal Review

Not Included.

Task 7.4 – Additional drawings at City Request

Not Included.

Task 7.5 – Site Visits/Construction Meetings

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Task 7.9 – Deliver Project Files

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Task 7.10 – Post Audits

Not Included.

Task 7.11 – CPUC Section 190 Reimbursement to City; & file Form G

Not Included.

Task 7.12 – Railroad 5% Mandatory Contribution Payment(s) to City

Not Included.

END OF SCOPE OF WORK

Agreement No. A-8094

EXHIBIT B**SCHEDULE OF SERVICES**Solicitation # PW18-47
City Project 133101**PROJECT SCHEDULE**

Activity	Proposed Date
A. Begin Work	July 2018
B. Draft PS&E	
B.1 Submit Unchecked Details (65%) PS&E	February 2019
B.2 Submit Initial (95%) PS&E	June 2019
C. Submit Final PS&E (100%)	November 2019
D. Ready to List	December 2019
E. Advertise and Award	March 2020
G. Begin Construction	March 2020
H. Completion of Construction	March 2022
I. Project Close Out	April 2022

END OF SCHEDULE OF SERVICES

EXHIBIT C

COMPENSATION RATES

CONTRACT PRICING PROPOSAL		Page 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks		of 2
Name of Proposer	DIVISIONS/LOCATIONS	
WKE, Inc.	Santa Ana, CA	
Home Office Address	CONTRACT NO.	
400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705	RFP PW18-47	
Services to be Performed	TOTAL AMOUNT OF PROPOSAL	
65% to 100% Design - Rice Avenue Grade Separation	\$5,362,125.51	
DETAILED DESCRIPTION OF COST ELEMENTS		
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour
Project Manager	737	\$114.71
Discipline Lead	1,859	\$98.41
Senior Task Manager	1,566	\$88.68
Senior Project Engineer 2	3,350	\$88.81
Senior Project Engineer 1	2,449	\$70.63
Project Engineer	4,408	\$48.56
Assistant Engineer	2,756	\$32.97
CADD	1,236	\$37.89
Administrative	355	\$29.16
Labor Cost	18,716	\$1,238,927
Escalation	3%	\$24,902.44
Total Direct Labor		\$1,263,830
2. Labor Overhead Rate	Rate	
	127.95%	
		\$1,617,070
3. Travel*		Est. Cost (\$)
a. Transportation		\$1,735
b. Per Diem or Subsistence		\$0
Total Travel		\$1,735
4. Subcontractors/Suppliers**		Est. Cost (\$)
Douglas Engineering		\$0.00
EPIC Land Solutions		\$39,153.27
Fugro Consultants, Inc		\$246,747.24
GPA Consulting		\$109,261.33
Guida Surveying, Inc		\$270,936.77
Hamner, Jewell & Associates		\$181,246.90
Kimley Horn & Associates		\$552,355.67
Kennedy/Jenks Consultants		\$207,283.37
LIN Consulting		\$65,343.94
PacRim Engineering		\$301,048.62
Tatsumi & Partners		\$136,858.49
Total Subcontractors/Suppliers		\$2,110,236
5. Other Direct Costs*		\$81,165
6. General & Admin. Expense (of Item No. 4)	0%	
7. Fee	10%	\$288,089.99
TOTAL ESTIMATED COST AND FEE		\$5,362,125.51

* Itemize items on second page
 ** Attached pricing forms for all proposed subcontractors

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of

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DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

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EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement 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 Consultant, its agents, representatives, employees or subconsultants.

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 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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.

2. Consultant 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-A. 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 commencement of services. 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. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant 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, 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.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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).**

5. 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.

6. The insurer shall declare any deductibles or self-insured retentions to and be 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,

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officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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Agreement No. A-8094**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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

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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 SPACE				
		COMPANY 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ 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				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. A-8094 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			

Rev. 9/18 INS-A.doc

Rev. 9/18 INS-A.doc

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EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.
3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

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EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

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Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

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APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Agreement No. A-8094

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Agreement No. A-8094

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant: WKE, Inc.

Name: <u>CARLOS CARDONA</u>	Title: <u>SENIOR VICE PRESIDENT</u>
Signature: <u>[Signature]</u>	Date: <u>9/6/18</u>
Name: <u>Wai Koo</u>	Title: <u>President</u>
Signature: <u>[Signature]</u>	Date: <u>9/6/2018</u>

REQUEST FOR BUDGET APPROPRIATION

Department: Public WorksDate: March 24, 2020

Project/Program

Manager: Debbie O'LearyPhone: 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 DescriptionsAMOUNTFund: **Circulation System Improvement Fees (354)**

Revenues/Transfers In

354-1001-581-75-23	MISCELLANEOUS REVENUE	116,075
	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	116,075
	Sub-total Expenditures	116,075

Net Change to Fund Balance**0**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	(537,000)
	Sub-total Expenditures	(537,000)

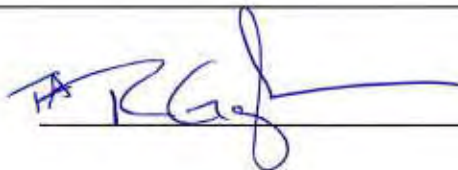
Net Change to Fund Balance**537,000****Net Appropriation Change****(420,925)**

Approvals

Department Director

Chief Financial Officer

City Manager





**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K-6**

DATE: April 21, 2020

TO: City Council

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

SUBJECT: (NEW) Award Agreement A-8205 to Hardy & Harper, Inc. for Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2.

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute Agreement A-8205 in the amount of \$6,550,000 to Hardy & Harper, Inc. for the Thin Maintenance Overlay Project Phase II (Rebid) PW 18-58R2;
2. A Project contingency in the amount of \$655,000 for the Thin Maintenance Overlay Project Phase II;
3. A Project allocation of \$458,500 for engineering, inspection, survey and project management for the Thin Maintenance Overlay Project Phase II; and
4. The City Manager to execute a budget appropriation of \$100,000 from the Tab Hero/SW Ormond Fund (315) and project fund transfers within the Street Maintenance Fund (181) and RMRA Gas Tax Fund (185).
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

Presently, due to COVID-19 the City streets are being significantly less traveled, and as such the Public Works staff are requesting that this item be pulled up to the April 21st Council Meeting instead of the originally scheduled date of May 5th. This will allow the contractor to start construction in the beginning of May versus the end of May which would allow the City to take advantage of the reduced vehicular traffic and impact to the public.

On July 18, 2017, the City Council received an update on the street maintenance program for the City. In that presentation, the streets within the Thin Maintenance Overlay (TMO) Phase I and Phase II were listed as projects that were scheduled for street resurfacing for Fiscal Year 17-18. The TMO Phase I was completed on November, 14, 2018. Due to funding shortages street resurfacing of the TMO Phase II streets was delayed until now.

On November 27, 2017, staff reported to City Council regarding the contract award of TMO Phase I. This project provided much needed preventative street maintenance along 43.2 lane miles of road at various locations throughout the city including:

- Vineyard Ave. Resurfacing - Oxnard Blvd to 101 Freeway Bridge Deck
- Commercial Area Street Resurfacing
- Commercial Central Neighborhood Street Resurfacing
- Five Points Neighborhood

The city uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the city's pavement system as well as identifying candidate streets for potential repair and maintenance based on the Pavement Condition Index (PCI). The PCI is a numerical index between 0 and 100, which is used to indicate the general condition of a pavement section. The PMS uses a variety of measurements to determine the 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

Furthermore, crack and deficiency patterns include:

- Alligator cracking
- Block cracking
- Longitudinal cracking
- Transverse cracking

The patterns and the percentage of roadway segment affected are entered into the PMS and a PCI is generated. Based on the PMS, the TMO Phase II Project ("Project") includes the following streets:

Thin Maintenance Overlay – Arterial & Commercial Streets

Street Name	Begin	End	Average PCI	Lane Miles
C St	Channel Islands Blvd	Citrus Grove Ln	36	8.31
E Fifth St	Oxnard Blvd	Rice Ave	49	5.10
Emerson Ave	Pacific Ave	East City Limit	38	2.84
Bard Rd	J St	E Pleasant Valley Rd	41	9.00
Vineyard Ave	Oxnard Blvd	101 FWY Bridge Deck	42	2.80
W Esplanade Dr	Vineyard Ave	Oxnard Blvd	42	2.10
Diaz Ave	Mountain Ave	N End (Cul-de-sac)	15	0.10
Patton Ct	Rose Ave	W End (Cul-de-sac)	37	0.20

Titan Pl	Pacific Ave	Vanguard Dr	33	0.40
Westar Dr	Pacific Ave	Rose Ave	29	0.59
Vanguard Dr	Westar Dr	Titan Pl	30	0.36
Satham Blvd	Channel Islands Blvd	Emerson Ave	27	2.08
Meta St	E 5th St	Oxnard Trans. Center	17	0.12
Albany Dr	Channel Island Blvd	Satham Blvd	34	0.37
Satham Pkwy	Satham Blvd	E End (Cul-de-sac)	6	0.49
Sunkist Cir	Satham Blvd	S Oxnard Blvd W End (Cul-de-sac)	16	0.55
Ives Ave	Satham Blvd	Rose Ave	25	0.86
Jones Way	Ives Ave	Rose Ave	34	0.42
Mountain View Ave	5th St	Richmond Ave	20	0.62
Industrial Ave	E Wooley Rd	Warehouse Ave	24	0.33
Commercial Ave	S Oxnard Blvd	E Wooley Rd	20	0.62
Mercantile St	Commercial Ave	E Wooley Rd	17	0.52
Pine St	Commercial Ave	E Date St	19	0.33
Guava Ct	J St	Cul-de-sac	8	0.12
Wilson Ave	3rd St	1st St	6	0.32
Total			26.5	39

Miscellaneous Preventive Maintenance Crack Seal Streets

Street Name	Begin	End	Average PCI	Lane Miles
Citrus Grove Ln	C St @ Postal Office	Oxnard Blvd	68	0.50

Del Norte Ave	101 Fwy	Fifth St	65	7.09
Saviers Rd	Pleasant Valley Rd	Wooley Rd	73	13.93
Wooley Rd	Victoria Ave	Rose Ave	75	17.50
Total			70	39

The various projects were packaged into the TMO Phase II Project for cost saving purposes. This will be achieved through economies of scale. It is anticipated that there is a reduced cost for items such as mobilization/demobilization, traffic control & public safety, stormwater management, and materials on a cost per lane mile basis. For this reason, the Public Works Department is planning on packaging various street resurfacing projects moving forward.

The Project consists of furnishing all necessary labor, materials, equipment, work signs, cones and traffic control equipment and other incidental and appurtenant work to perform thin maintenance overlay, microsurfacing, asphalt concrete dig out and repair, patching, milling and paving, crack sealing and concrete works at the various locations designated on the plans. The maintenance overlay is done to create a smooth riding surface that should last for five to ten years until a more complete resurfacing project can be funded and constructed. Additionally, there will be preventative maintenance crack sealing on several streets to maintain their PCIs.

The work is tentatively scheduled to begin in May 2020 and to be completed by October 2020. Staff will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences in the Project area and signs will be posted along the work route.

The Project combines the following into one construction project:

CIP References:

Project No. **183112** - Vineyard Ave Resurfacing - Phase II - CIP 2019-2024 - Adopted April 2, 2019 - Page 162;

Project No. **18IN06** - Commercial Area Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 101;

Project No. **203002** - Commercial Central Neighborhood Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 102; and

Project No. **203003 & 18IN08** - Five Point Neighborhood Street Resurfacing - CIP 2019-2024 - Adopted April 2, 2019 - Page 113.

Previous Council References:

Streets Maintenance Program Update - July 18, 2017 - City Council receipt of program update that lists several streets contained in TMO Phase II Project; and

City Hall & Civic Center Parking Lot Resurfacing - City Council approval of non-CIP Redevelopment Bond Proceeds projects - Approved April 2, 2019 - Attachment D.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was initially published on April 25, 2019, with bids due on June 10, 2019, and three bids were received. The bids for the project were valid for 90 days but staff was unable to bring the award of the project to Council before the deadline. Staff requested an extension from the bidders, as required by the bid documents, but the lowest bidder did not agree to the extension so all bids were rejected and the project was rebid. The project was rebid on October 31, 2019, and all bids were due on December 17, 2019. Four bids were received and the two lowest bidders filed protests against each other causing delays in the award. After review of the protests, the Construction Project Coordinator, Project Manager, and City Engineer determined that rejecting all bids was in the best interest of the City to avoid any further project delays. The NIFB on the rebid was published on January 16, 2020 with bids due on February 4, 2020. The City received the bids listed below:

Hardy & Harper, Inc.:	\$6,550,000.00
Toro Enterprises, Inc.:	\$6,749,243.54
Granite Construction Company:	\$6,809,860.00
Sully-Miller Contracting Company:	\$6,943,000.00

Although it is unfortunate that the Project has been rebid several times, this Project is indicating that there is more competition coming into the City and the results of rebidding actually resulted in lower pricing for the Project.

The lowest bidder for this project is Hardy & Harper, Inc. and its bid is responsive to the City's NIFB. Following this determination, the Construction Project Coordinator reviewed all documentation received from the contractor and its subcontractors, verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time the contractor or its subcontractor are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this project to Hardy & Harper, Inc..

The contract is to include the base items as well as additive items 1 through 8 which total \$6,550,000. Additionally, \$655,000 is required for construction contingency (10% of the contract value) and \$458,500 for the cost for engineering support services and city staff time (7% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of the Project is \$7,663,500 (base bid + additive items + contingency + EISPM).

The City has received a Rubberized Pavement Grant from the California Department of Recycling and Recovery (CalRecycle). The grant program provides funds to agencies that use rubberized asphalt for road resurfacing that uses recycled tires. The grant program will reimburse the city at \$10/ton of rubberized asphalt concrete (RAC) up to approximately 21,300 tons for this project for an anticipated reimbursement of approximately \$213,000. For large resurfacing projects such as the Thin Maintenance Overlay Phase II project, the cost of RAC is about equal to that of traditional asphalt, and as such there will be cost savings to the city for the reimbursement.

Due to the need to replace the cast iron pipe in the following neighborhoods we are repurposing the street resurfacing funding from the following approved in 2019 - 2024 CIP projects to be applied to the Thin Maintenance Overlay Phase II project.

Project #	Project Name	Available Funds	Proposed Fund Transfer to #18IN06	Available Funds After Transfer	PCI
203001	College Park Neighborhood	\$132,335	\$132,335	\$0	54
203004	Golf & Victoria Estates Neighborhood	\$226,115	\$226,115	\$0	53
203005	Hobson Park East Neighborhood	\$1,165,007	\$1,039,930	\$125,077	54
203008	Wilson Neighborhood	\$1,554,506	\$1,554,506	\$0	55
Subtotal			\$2,952,886		54

Additionally, we will be taking approximately \$1.3M in savings from recently completed projects to bridge the funding gap. These projects include:

- Vineyard Avenue Street Resurfacing
- Auto Center Neighborhood Street Resurfacing
- Channel Islands Blvd Street Resurfacing
- Thin Maintenance Overlay Phase I

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

As of the date of this report, Project #18IN06 has \$1.1M in available appropriations within the project account to complete this project. After council approval of the \$100,000 increase in appropriations and project fund transfers of \$6.56M from existing appropriations of Street Maintenance funded projects and existing appropriations of RMRA Funded projects, the total amount available for this project is \$7.7M.

Project #18IN06 requires a budget appropriation of \$100,000 from the HERO/SW Ormond Fund (315) for agreement number A-8205 with Hardy & Harper, Inc. After this appropriation, the projected Fiscal Year 2019-20 ending unassigned fund balance of HERO Fund (315) is \$4,234,715.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 14, 2020, to approve the staff

recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8205 Hardy & Harper TMO Phase II (Rebid 2) PW 18-58R2
2. TMO PH. II - Budget Appropriation
3. Bid Tabulation PW 18-58R2 TMO Phase II Rebid 2
4. Project Map

CITY OF OXNARD CONTRACT FOR
THIN MAINTENANCE OVERLAY PROJECT PHASE II (REBID2)
SPECIFICATION NO. PW 18-58R2

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and HARDY & HARPER, INC. ("Contractor"). Contractor's license number is 215952.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Thin Maintenance Overlay Project Phase II (Rebid 2) Specification No. PW 18-58R2 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of six million eight hundred thousand seventy one dollars (\$6,550,000) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.
10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.
11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[Signatures on following page]

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

CITY OF OXNARD

CONTRACTOR

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

Steve Kirschner, Vice President² _____ Date _____

Kristen Paulino, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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.

Agreement No.: A-8205

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 \$2,000,000 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.

2. 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-G. 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. PW 18-58(R)
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. 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.

4. 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-G 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).**

5. 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.

6. 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.

Agreement No.: A-8205

7. 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.

2/20

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-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 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 Contract				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. PW 18-58(R)

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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$

with an Aggregate of \$ applies to

coverage. ☐ Per Occurrence ☐ Per Claim

(which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐☐**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name:

Address:

Telephone: ()

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. PW 18-58(R)

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent☐ Underwriter☐

I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature

(original signature required)

Telephone: ()

Date Signed

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

12

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

By: _____

Its: _____

By: _____

Its: _____

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT B

CITY OF OXNARD
BID SHEETS FOR THIN MAINTENANCE OVERLAY PROJECT PHASE II (Rebid 2)
SPECIFICATION NO. PW18-58R2

Bidder's Name: Hardy & Harper, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (shall not exceed 5% of the total bid)	1001-3	LS	1	293,346.15	293,346.15
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	514,177.00	514,177.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	88,746.00	88,746.00
	0.10 - Feet Thick Thin Maintenance Overlay					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	100,000	3.00	300,000.00
5	Unclassified Excavation	1120-4	CY	1,000	64.18	64,180.00
6	Class 2 Aggregate Base	1130-4	TN	1,600	39.00	62,400.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	1,300	154.16	200,408.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	2,000	154.16	308,320.00
9	Leveling/ Surface patching, Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	1,200	115.00	138,000.00
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	21,300	115.00	2,449,500.00
11	Crack Seal	1155-4	LB	11,500	4.20	48,300.00
12	Micro-Surfacing (Type II)	1103-6	TN	800	350.00	280,000.00
13	Adjust Manhole Cover To Finished Grade	1185-4	EA	232	1,076.00	249,632.00
14	Adjust Water Valve Cover To Finished Grade	1185-4	EA	450	625.00	281,250.00

15	Adjust Survey Monument Cover To Finished Grade	1155-4	EA	35	604.00	21,140.00
16	Adjust Water Meter Box To Finished Grade	1167-4	EA	35	525.00	18,375.00
	Traffic Striping and Markers					
17	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	7,500	3.00	22,500.00
18	Install 24" White Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	3,750	3.00	11,250.00
19	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	47	100.00	4,700.00
20	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	98	100.00	9,800.00
21	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	15	125.00	1,875.00
22	Install "SLOW" Pavement Marking - Thermoplastic	1515-4	EA	14	100.00	1,400.00
23	Install "SCHOOL" Pavement Marking - Thermoplastic	1515-4	EA	12	200.00	2,400.00
24	Install "XING" Pavement Marking - Thermoplastic	1515-4	EA	11	100.00	1,100.00
25	Install "PED" Pavement Marking - Thermoplastic	1515-4	EA	3	85.00	255.00
26	Install "YIELD" Pavement Marking - Thermoplastic	1515-4	EA	1	100.00	100.00
27	Install "KEEP" Pavement Marking - Thermoplastic	1515-4	EA	25	100.00	2,500.00
28	Install "CLEAR" Pavement Marking - Thermoplastic	1515-4	EA	25	100.00	2,500.00
29	Install RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	EA	23	200.00	4,600.00
30	Install 24" RR-XING Transverse Line - Thermoplastic	1515-4	LF	300	3.00	900.00
31	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	228	75.00	16,950.00
32	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	20	85.00	1,700.00
33	Install Arrow Type VII(L) Pavement Marking - Thermoplastic	1515-4	EA	6	100.00	600.00
34	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	5	75.00	375.00
35	Install 6" Solid White Stripe - Thermoplastic	1515-4	LF	4,400	0.55	2,420.00

36	Install 12' Solid White - Thermoplastic	1515-4	LF	11,400	2.00	22,800.00
37	Install 12' Solid Yellow - Thermoplastic	1515-4	LF	2,000	2.00	4,000.00
38	Install Detail 2 - Thermoplastic	1515-4	LF	12,000	0.55	6,600.00
39	Install Detail 8 - Thermoplastic	1515-4	LF	34,000	0.55	18,700.00
40	Install Detail 22 - Thermoplastic	1515-4	LF	29,600	2.00	59,200.00
41	Install Detail 25 - Thermoplastic	1515-4	LF	12,000	0.65	7,800.00
42	Install Detail 27B - Thermoplastic	1515-4	LF	15,000	0.65	9,750.00
43	Install Detail 29 - Thermoplastic	1515-4	LF	8,000	2.50	15,000.00
44	Install Detail 32 - Thermoplastic	1515-4	LF	9,500	2.50	23,750.00
45	Install Detail 35 - Thermoplastic	1515-4	LF	18,600	1.00	18,600.00
46	Install Detail 39 - Thermoplastic	1515-4	LF	52,000	0.55	28,600.00
47	Install Detail 39A - Thermoplastic	1515-4	LF	11,000	0.55	6,050.00
48	Install Detail 40 - Thermoplastic	1515-4	LF	800	0.55	440.00
49	Install White Yield Line (Isosceles Triangle) Pavement Marking - Thermoplastic	1515-4	SF	300	2.00	600.00
50	Paint Curb Red (2-Coat)	1515-4	LF	10,600	1.00	10,600.00
51	Install Blue RPM	1515-4	EA	160	10.00	1,600.00
Miscellaneous Works						
52	Remove And Replace PCC Curb & Gutter (Type A2-8)	1174-6	LF	300	74.75	22,425.00
53	Remove And Replace PCC Curb & Gutter, 12' CF (Type A2-8 Modified)	1174-6	LF	180	85.04	15,307.20
54	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	500	73.81	37,905.00
55	Remove And Replace PCC Rolled Curb	1174-6	LF	100	87.02	8,702.00
56	Remove And Replace PCC Sidewalk	1174-6	SF	4,400	11.01	48,444.00
57	Adjust Traffic Pullbox To Finished Grade	1525-4	EA	8	840.00	6,720.00
58	Install PCC Ribbon Gutter Per City Standard Plate 117	1174-6	SF	2,000	24.36	48,720.00

59	Install 24-Inch Root Barrier	1174-6	LF	240	78.75	18,900.00
60	Install Traffic Loop Type D	1520-23	EA	105	378.00	39,690.00
61	Install Traffic Loop Type E	1520-23	EA	105	352.00	58,960.00
62	Install Green Pavement Marking (MMA)	1515-4	SF	1,500	8.00	12,000.00
63	Install or Remove and Replace Bus Stop Sign	1530-4	EA	15	185.00	2,775.00
64	Install or Remove and Replace Sign Post	1530-4	EA	184	100.00	18,400.00
65	Install or Remove and Replace W9-1 Sign	1530-4	EA	5	185.00	925.00
66	Install or Remove and Replace W4-2 Sign	1530-4	EA	6	185.00	1,110.00
67	Install or Remove and Replace R3-7R Sign	1530-4	EA	4	185.00	740.00
68	Install or Remove and Replace R3-1A Sign (Except Buses Plaque)	1530-4	EA	4	185.00	740.00
69	Install or Remove and Replace R1-5 Sign	1530-4	EA	15	185.00	2,775.00
70	Install or Remove and Replace W11-2 Sign	1530-4	EA	45	185.00	8,325.00
71	Install or Remove and Replace W*6-7P Sign	1530-4	EA	15	150.00	2,250.00
72	Install or Remove and Replace W*3-9P Sign	1530-4	EA	15	150.00	2,250.00
73	Install or Remove and Replace SW24-1(CA) Sign	1530-4	EA	33	185.00	6,105.00
74	Install or Remove and Replace SW24-3(CA) Sign	1530-4	EA	33	185.00	6,105.00
75	Relocate 4-Ft High Wooden or Vinyl Fence, Complete-In-Place	1152-5	LF	90	89.00	8,010.00
BASE AMOUNT TOTAL					56,019,307.35	

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Remove And Replace PCC ADA Curb Ramp With Cast in Place Detectable Warning Tile.	1174-B	SF	15.000	11.78	176,700
TOTAL ADDITIVE ITEM 1:						176,700

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
2	Install 3' X 4' Detectable Warning Surface Applied Tiles	1501-4	SF	3.655	30.00	109,680
TOTAL ADDITIVE ITEM 2:						109,680

ADDITIVE ITEM 3:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
3	Remove And Replace PCC Commercial Driveway Per City Standard Plate 115	1174-B	SF	1200	18.11	21,732
TOTAL ADDITIVE ITEM 3:						21,732

ADDITIVE ITEM 4:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
4	Relocate Traffic Pull Box	1525-4	EA	5	6,825	34,125
TOTAL ADDITIVE ITEM 4:						34,125

ADDITIVE ITEM 5:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
5	Tree Removal (24"x36" Dia.)	1902-4	EA	5	4,725	23,625
TOTAL ADDITIVE ITEM 5:						23,625

ADDITIVE ITEM 6:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
6	Grind PCC Sidewalk Edge	1174-8	SF	200	31.00	6,200
TOTAL ADDITIVE ITEM 6:						6,200

ADDITIVE ITEM 7:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	City Hall – East & West Wing ADA Improvement					
1	Unclassified Excavation	1120-4	CY	20	240.00	4,800
2	Class 2 Aggregate Base	1130-4	TN	30	115.00	3,450
3	Remove And Replace PCC Double Box (60"x14") Storm Drain Channel	1174-5	LF	135	427.67	57,735.45
4	Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place	1192-5	LF	52	460.00	23,920
5	Remove And Replace PCC Storm Drain Curb Opening Per City Std Plate 124	1174-6	LS	1	6,014.04	6,014.04
6	Remove And Replace PCC ADA Curb Ramp With Cast-In-Place Detectable Warning Tile	1174-6	SF	190	36.00	6,840

7	Remove And Replace PCC Sidewalk	1174-6	SF	1,345	13.00	17,485
8	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	46	80.46	3,701.16
9	Install Double 3-Inch White Solid Parking Stall Stripe	1515-4	LF	144	1.00	144.00
10	Install 4" Solid Blue Parking Stripe	1515-4	LF	264	1.00	264.00
11	Install ADA Parking Symbol (ISA) Pavement Marking	1515-4	EA	5	50.00	250.00
12	Install "NO PARKING" Pavement Marking	1515-4	EA	5	50.00	250.00
13	Remove Existing Parking Stall Striping	1515-4	LS	1	2,778	2,778
14	Relocate Compact Parking Sign And Post	1530-4	EA	1	150.00	150.00
15	Install Off-Street Parking Signs Assembly (Van Accessible) And Post Per Caltrans Std Plan A90A	1530-4	EA	4	200.00	800.00
16	Remove And Dispose Concrete floor pad And AC ADA ramp	1903-3	SF	100	11.62	1,162.00
TOTAL ADDITIVE ITEM 7:						129,743.125

ADDITIVE ITEM B:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	City Hall – East Wing Parking Lot Improvement					
1	Micro-Surfacing (Type II)	1183-5	TN	46	350.00	16,150
2	Remove And Replace PCC ADA Curb Ramp With Cast In Place Detectable Warning Tile	1174-5	SF	200	17.34	3,468
3	Remove And Replace PCC Sidewalk	1174-5	SF	100	44.99	4,499
4	Install 12-Inch Solid White Limit Line (T)	1515-4	LF	20	2.00	40.00
5	Install 4-Inch Solid White Parking Stripe	1515-4	LF	350	1.00	350.00
6	Install 4-Inch Solid Blue Parking Stripe	1515-4	LF	220	1.00	220.00
7	Install Double 3-Inch White Parking Stall Stripe	1515-4	LF	1,800	1.50	2,700
8	Remove Existing and Install 24-Inch Solid White Continental Crosswalk Striping (T)	1515-4	LF	120	500.00 5.00	600.00
9	Install ADA Parking Symbol (ISA) Pavement Marking	1515-4	EA	4	50.00	200.00
10	Install "NO PARKING" Pavement Marking	1515-4	EA	3	50.00	150.00
11	Install "COMPACT" Pavement Marking	1515-4	EA	12	50.00	600.00
12	Install "STOP" Pavement Marking (T)	1515-4	EA	1	100.00	100.00
13	Relocate Street Name Sign And Post	1530-4	EA	1	150.00	150.00
TOTAL ADDITIVE ITEM B:						28,827

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume

compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ADDITIVE ITEM 1 + ADDITIVE ITEM 2 + ADDITIVE ITEM 3 + ADDITIVE ITEM 4 + ADDITIVE ITEM 5 + ADDITIVE ITEM 6 + ADDITIVE ITEM 7 + ADDITIVE ITEM 8.

TOTAL BID PRICE IN DIGITS: \$ 6,550,000.00

TOTAL BID PRICE IN WORDS: Six million five hundred fifty thousand dollars and zero cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and Additive Item 1 and Additive Item 2 and Additive Item 3 and Additive Item 4 and Additive item 5 and Additive item 6 and Additive item 7 and Additive item 8.

Contractor must complete all Work within one hundred (100) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 N/A
#02

Addendum: Date Received:
#03 _____
#04

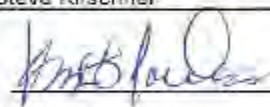
Bidder's Name (Company): Hardy & Harper, Inc.

Signature: 

Title: Vice President

Print: Steve Kirschner

Date: 01/30/2020

Signature: 

Title: Corporate Secretary

Print: Kristen S. Paulino

Date: 01/30/2020

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Gianna Pourarien

Date: April 21, 2020
 Phone: 805-385-7675

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8205 with Hardy & Harper Inc. for construction services for Thin Maintenance Overlay Phase II Project 181N06.

Accounts and Descriptions**AMOUNT****Fund: 105-STREET MAINTENANCE FUND****Expenditures/Transfers Out****181N06 THIN MAINTENANCE OVERLAY PH. II**

105-3015-826.82-08	SERVICES CONSTRUCTION	960,493
105-3015-803.84-51	SERVICES TO OTHER PROGRAMS	402,239
105-3015-803.88-02	FOR CONTINGENCIES	655,000

183102 AUTO CENTER NEIGHBORHOOD

105-3015-826.82-08	SERVICES CONSTRUCTION	(194,706)
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183111 CHANNEL ISLANDS BLVD.

105-3015-826.82-08	SERVICES CONSTRUCTION	(116,682)
105-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(192,139)
105-3015-826.82-09	SVCS-OTHER PROF/CONTRACT	(49,676)

183112 VINEYARD AVE PHASE II RESF

105-3015-826.82-08	SERVICES CONSTRUCTION	(725,000)
105-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(72,500)
105-3015-826.82-09	SVCS-OTHER PROF/CONTRACT	(21,750)

203003 FIVE PTS NEIG STREET RESU

105-3015-826.82-08	SERVICES CONSTRUCTION	(118,921)
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181N08 5PTS N.EAST NEIGHB RESURFACING

105-3015-803.82-09	SERVICES CONSTRUCTION	(23,090)
105-3015-803.84-51	SERVICES TO OTHER PROGRAMS	(88,632)

181N03 THIN MAINTENANCE OVERLAY

105-3015-803.82-09	SVCS-OTHER PROF/CONTRACT	(18,385)
105-3015-803.84-51	SERVICES TO OTHER PROGRAMS	(279,100)
105-3015-803.82-08	SERVICES-CONSTRUCTION	(117,151)

Sub-total Expenditures	<u>0</u>
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Net Change to Fund Balance	<u>0</u>
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REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Gianna Pourarien

Date: April 21, 2020
Phone: 805-385-7675

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8205 with Hardy & Harper Inc. for construction services for Thin Maintenance Overlay Phase II Project 18IN06.

Accounts and Descriptions**AMOUNT****Fund: 185 RMRA GAS TAX****Expenditures/Transfers Out****181N06 THIN MAINTENANCE OVERLAY PH. II**

185-3015-826.82-08	SERVICES CONSTRUCTION	4,557,399
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203001 COLLEGE PARK NEIGH ST. RESUR

185-3015-826.82-08	SERVICES CONSTRUCTION	(105,883)
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185-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(16,452)
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203002 COMMERCIAL NEIGHBORHOOD RESURFACING

185-3015-826.82-08	SERVICES CONSTRUCTION	(345,272)
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185-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(82,318)
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203003 FIVE PTS NEIG STREET RESU

185-3015-826.82-08	SERVICES CONSTRUCTION	(620,075)
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185-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(176,424)
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203004 GOLF & VICTORIA

185-3015-826.82-08	SERVICES CONSTRUCTION	(185,000)
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185-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(31,115)
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203008 WILSON NEIGH ST. RESURF

185-3015-826.82-08	SERVICES CONSTRUCTION	(1,238,605)
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185-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(305,901)
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203005 HOBSON PRK EAST ST RESURF

185-3015-826.82-08	SERVICES CONSTRUCTION	(930,000)
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185-3015-826.84-51	SERVICES TO OTHER PROGRAMS	(225,007)
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173105 VINEYARD AVENUE ST. RESURFPW16-12

185-3125-826.82-08	SERVICES CONSTRUCTION	(295,347)
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Sub-total Expenditures		<u>0</u>
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Net Change to Fund Balance	<u>0</u>
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REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Gianna Pourarien

Date: April 21, 2020
Phone: 805-385-7675

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8205 with Hardy & Harper Inc. for construction services for Thin Maintenance Overlay Phase II Project 18IN06.

Accounts and Descriptions**AMOUNT****Fund: 315-TAB/HERO****Expenditures/Transfers Out****18IN06 Thin Maintenance Overlay Phase II**

315-3015-826.82-08	SERVICES CONSTRUCTION	100,000
	Sub-total Expenditures	100,000

Net Change to Fund Balance	(100,000)
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Net Appropriation Change	100,000
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

This is a tabulation of bid results and not an offer of award or contract. The City reserves the right to reject all bids.

Thin Maintenance Overlay Project Phase II (Rebid 2)

Specification No. PW 18-58R2

Owner: City of Oxnard

[illegible]

ITEM #K-6

17	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	SF	7,500	\$3.00	\$22,500.00	\$3.10	\$23,250.00	\$3.25	\$24,375.00	\$2.60	\$19,500.00
18	Install 24" White Crosswalk-Ladder Type - Thermoplastic	SF	3,750	\$3.00	\$11,250.00	\$3.10	\$11,625.00	\$3.20	\$12,000.00	\$2.60	\$9,750.00
19	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	EA	47	\$100.00	\$4,700.00	\$103.00	\$4,841.00	\$108.00	\$5,076.00	\$154.00	\$7,238.00
20	Install "STOP" Pavement Marking - Thermoplastic	EA	98	\$100.00	\$9,800.00	\$103.00	\$10,094.00	\$108.00	\$10,584.00	\$288.00	\$28,224.00
21	Install "AHEAD" Pavement Marking - Thermoplastic	EA	15	\$125.00	\$1,875.00	\$129.00	\$1,935.00	\$135.00	\$2,025.00	\$390.00	\$5,850.00
22	Install "SLOW" Pavement Marking - Thermoplastic	EA	14	\$100.00	\$1,400.00	\$103.00	\$1,442.00	\$108.00	\$1,512.00	\$288.00	\$4,032.00
23	Install "SCHOOL" Pavement Marking - Thermoplastic	EA	12	\$200.00	\$2,400.00	\$207.00	\$2,484.00	\$215.00	\$2,580.00	\$460.00	\$5,520.00
24	Install "XING" Pavement Marking - Thermoplastic	EA	11	\$100.00	\$1,100.00	\$103.00	\$1,133.00	\$108.00	\$1,188.00	\$288.00	\$3,168.00
25	Install "PED" Pavement Marking - Thermoplastic	EA	3	\$85.00	\$255.00	\$88.00	\$264.00	\$90.00	\$270.00	\$231.00	\$693.00
26	Install "YIELD" Pavement Marking - Thermoplastic	EA	1	\$100.00	\$100.00	\$103.00	\$103.00	\$108.00	\$108.00	\$390.00	\$390.00
27	Install "KEEP" Pavement Marking - Thermoplastic	EA	25	\$100.00	\$2,500.00	\$103.00	\$2,575.00	\$108.00	\$2,700.00	\$288.00	\$7,200.00
28	Install "CLEAR" Pavement Marking - Thermoplastic	EA	25	\$100.00	\$2,500.00	\$103.00	\$2,575.00	\$108.00	\$2,700.00	\$390.00	\$9,750.00
29	Install RR-XING Symbol Pavement Marking - Thermoplastic	EA	23	\$200.00	\$4,600.00	\$207.00	\$4,761.00	\$215.00	\$4,945.00	\$430.00	\$9,890.00
30	Install 24" RR-XING Transverse Line - Thermoplastic	LF	300	\$3.00	\$900.00	\$3.10	\$930.00	\$3.25	\$975.00	\$5.60	\$1,680.00
31	Install Arrow Type IV Pavement Marking - Thermoplastic	EA	226	\$75.00	\$16,950.00	\$77.00	\$17,402.00	\$81.00	\$18,306.00	\$84.25	\$19,040.50
32	Install Arrow Type VI Pavement Marking - Thermoplastic	EA	20	\$85.00	\$1,700.00	\$88.00	\$1,760.00	\$92.00	\$1,840.00	\$253.00	\$5,060.00
33	Install Arrow Type VII(L) Pavement Marking - Thermoplastic	EA	6	\$100.00	\$600.00	\$103.00	\$618.00	\$108.00	\$648.00	\$168.00	\$1,008.00
34	Install Arrow Type I-10 Pavement Marking - Thermoplastic	EA	5	\$75.00	\$375.00	\$78.00	\$390.00	\$81.00	\$405.00	\$91.25	\$456.25
35	Install 6" Solid White Stripe - Thermoplastic	LF	4,400	\$0.55	\$2,420.00	\$0.60	\$2,640.00	\$0.60	\$2,640.00	\$1.26	\$5,544.00
36	Install 12" Solid White - Thermoplastic	LF	11400	\$2.00	\$22,800.00	\$2.10	\$23,940.00	\$2.15	\$24,510.00	\$2.60	\$29,640.00
37	Install 12" Solid Yellow - Thermoplastic	LF	2,000	\$2.00	\$4,000.00	\$2.10	\$4,200.00	\$2.15	\$4,300.00	\$2.60	\$5,200.00
38	Install Detail 2 - Thermoplastic	LF	12,000	\$0.55	\$6,600.00	\$0.60	\$7,200.00	\$0.60	\$7,200.00	\$0.56	\$6,720.00

39	Install Detail 9 Thermoplastic	LF	34,000	\$0.55	\$18,700.00	\$0.57	\$19,380.00	\$0.60	\$20,400.00	\$0.56	\$19,040.00
40	Install Detail 22 Thermoplastic	LF	29,600	\$2.00	\$59,200.00	\$2.07	\$61,272.00	\$2.15	\$63,640.00	\$2.31	\$68,376.00
41	Install Detail 25 Thermoplastic	LF	12,000	\$0.65	\$7,800.00	\$0.67	\$8,040.00	\$0.70	\$8,400.00	\$1.12	\$13,440.00
42	Install Detail 27B Thermoplastic	LF	15,000	\$0.65	\$9,750.00	\$0.67	\$10,050.00	\$0.70	\$10,500.00	\$1.12	\$16,800.00
43	Install Detail 29 Thermoplastic	LF	6,000	\$2.50	\$15,000.00	\$2.58	\$15,480.00	\$2.70	\$16,200.00	\$5.05	\$30,300.00
44	Install Detail 32 Thermoplastic	LF	9,500	\$2.50	\$23,750.00	\$2.58	\$24,510.00	\$2.70	\$25,650.00	\$3.58	\$34,010.00
45	Install Detail 38 Thermoplastic	LF	18,600	\$1.00	\$18,600.00	\$1.03	\$19,158.00	\$1.10	\$20,460.00	\$1.96	\$36,456.00
46	Install Detail 39 Thermoplastic	LF	52,000	\$0.55	\$28,600.00	\$0.57	\$29,640.00	\$0.60	\$31,200.00	\$1.12	\$58,240.00
47	Install Detail 39A Thermoplastic	LF	11,000	\$0.55	\$6,050.00	\$0.57	\$6,270.00	\$0.60	\$6,600.00	\$1.12	\$12,320.00
48	Install Detail 40 Thermoplastic	LF	800	\$0.55	\$440.00	\$0.57	\$456.00	\$0.60	\$480.00	\$1.05	\$840.00
49	Install White Yield Line (Isosceles Triangle) Pavement Marking Thermoplastic	SF	300	\$2.00	\$600.00	\$2.07	\$621.00	\$2.15	\$645.00	\$17.00	\$5,100.00
50	Paint Curb Red (2-Coat)	LF	10,600	\$1.00	\$10,600.00	\$1.03	\$10,918.00	\$1.05	\$11,130.00	\$2.64	\$27,984.00
51	Install Blue RPM	EA	160	\$10.00	\$1,600.00	\$10.35	\$1,656.00	\$10.00	\$1,600.00	\$25.25	\$4,040.00
	Miscellaneous Works										
52	Remove And Replace PCC Curb & Gutter (Type A2-8)	LF	300	\$74.75	\$22,425.00	\$100.00	\$30,000.00	\$80.00	\$24,000.00	\$94.00	\$28,200.00
53	Remove And Replace PCC Curb & Gutter, 12" CF (Type A2-8 Modified)	LF	180	\$85.04	\$15,307.20	\$89.00	\$16,020.00	\$118.00	\$21,240.00	\$99.00	\$17,820.00
54	Remove And Replace PCC Curb & Gutter (Type A2-6)	LF	500	\$75.81	\$37,905.00	\$91.00	\$45,500.00	\$82.00	\$41,000.00	\$80.75	\$40,375.00
55	Remove And Replace PCC Rolled Curb	LF	100	\$87.02	\$8,702.00	\$84.00	\$8,400.00	\$114.00	\$11,400.00	\$90.50	\$9,050.00
56	Remove And Replace PCC Sidewalk	SF	4,400	\$11.01	\$48,444.00	\$9.85	\$43,340.00	\$12.50	\$55,000.00	\$10.20	\$44,880.00
57	Adjust Traffic Pullbox To Finished Grade	EA	8	\$840.00	\$6,720.00	\$826.00	\$6,608.00	\$230.00	\$1,840.00	\$1,030.00	\$8,240.00
58	Install PCC Ribbon Gutter Per City Standard Plate 117	SF	2,000	\$24.36	\$48,720.00	\$30.00	\$60,000.00	\$43.00	\$86,000.00	\$9.20	\$18,400.00
59	Install 24-Inch Root Barrier	LF	240	\$78.75	\$18,900.00	\$41.00	\$9,840.00	\$29.00	\$6,960.00	\$26.00	\$6,240.00
60	Install Traffic Loop Type D	EA	105	\$378.00	\$39,690.00	\$371.00	\$38,955.00	\$390.00	\$40,950.00	\$450.00	\$47,250.00
61	Install Traffic Loop Type E	EA	165	\$357.00	\$58,905.00	\$351.00	\$57,915.00	\$365.00	\$60,225.00	\$440.00	\$72,600.00
62	Install Green Pavement Marking (MMA)	SF	1,500	\$8.00	\$12,000.00	\$8.25	\$12,375.00	\$8.65	\$12,975.00	\$5.00	\$7,500.00
63	Install or Remove and Replace Bus Stop Sign	EA	15	\$185.00	\$2,775.00	\$191.00	\$2,865.00	\$200.00	\$3,000.00	\$288.00	\$4,320.00
64	Install or Remove and Replace Sign Post	EA	184	\$100.00	\$18,400.00	\$103.00	\$18,952.00	\$108.00	\$19,872.00	\$161.00	\$29,624.00

65	Install or Remove and Replace W9-1 Sign	EA	5	\$185.00	\$925.00	\$191.00	\$955.00	\$200.00	\$1,000.00	\$140.00	\$700.00
66	Install or Remove and Replace W4-2 Sign	EA	6	\$185.00	\$1,110.00	\$191.00	\$1,146.00	\$200.00	\$1,200.00	\$140.00	\$840.00
67	Install or Remove and Replace R3-7R Sign	EA	4	\$185.00	\$740.00	\$191.00	\$764.00	\$200.00	\$800.00	\$140.00	\$560.00
68	Install or Remove and Replace R3-1A Sign (Except Buses Plaque)	EA	4	\$185.00	\$740.00	\$191.00	\$764.00	\$200.00	\$800.00	\$140.00	\$560.00
69	Install or Remove and Replace R1-5 Sign	EA	15	\$185.00	\$2,775.00	\$191.00	\$2,865.00	\$200.00	\$3,000.00	\$140.00	\$2,100.00
70	Install or Remove and Replace W11-2 Sign	EA	45	\$185.00	\$8,325.00	\$191.00	\$8,595.00	\$200.00	\$9,000.00	\$140.00	\$6,300.00
71	Install or Remove and Replace W16-7P Sign	EA	15	\$150.00	\$2,250.00	\$155.00	\$2,325.00	\$160.00	\$2,400.00	\$105.00	\$1,575.00
72	Install or Remove and Replace W16-9P Sign	EA	15	\$150.00	\$2,250.00	\$155.00	\$2,325.00	\$160.00	\$2,400.00	\$105.00	\$1,575.00
73	Install or Remove and Replace SW24-1(CA) Sign	EA	33	\$185.00	\$6,105.00	\$191.00	\$6,303.00	\$200.00	\$6,600.00	\$140.00	\$4,620.00
74	Install or Remove and Replace SW24-3(CA) Sign	EA	33	\$185.00	\$6,105.00	\$191.00	\$6,303.00	\$200.00	\$6,600.00	\$140.00	\$4,620.00
75	Relocate 4-Ft High Wooden or Vinyl Fence, Complete-In-Place	LF	90	\$89.00	\$8,010.00	\$70.00	\$6,300.00	\$95.00	\$8,550.00	\$80.00	\$7,200.00
Base Amount Total:					\$6,019,367.35		\$6,070,613.00		\$6,294,288.00		\$6,289,215.75
Additive Item #1											
1	Remove And Replace PCC ADA Curb Ramp With Cast in Place Detectable Warning Tile.	SF	15,000	\$11.78	\$176,700.00	\$19.30	\$289,500.00	\$13.00	\$195,000.00	\$16.40	\$246,000.00
Additive Item #2											
2	Install 2' x3' Detectable Warning Surface Applied Tiles	SF	3,656	\$30.00	\$109,680.00	\$34.00	\$124,304.00	\$30.00	\$109,680.00	\$36.25	\$132,530.00
Additive Item #3											
3	Remove and Replace PCC Commercial Driveway Per City Standard Plate 115	SF	1,200	\$18.11	\$21,732.00	\$15.70	\$18,840.00	\$34.00	\$40,800.00	\$20.25	\$24,300.00
Additive Item #4											
4	Relocate Traffic Pull Box	EA	5	\$6,825.00	\$34,125.00	\$8,500.00	\$42,500.00	\$7,015.00	\$35,075.00	\$10,300.00	\$51,500.00
Additive Item #5											
5	Tree Removal (24"-36" Dia)	EA	5	\$4,725.00	\$23,625.00	\$5,215.00	\$26,075.00	\$2,700.00	\$13,500.00	\$8,900.00	\$44,500.00
Additive Item #6											
6	Grind PCC Sidewalk Edge	SF	200	\$31.00	\$6,200.00	\$26.00	\$5,200.00	\$27.00	\$5,400.00	\$15.00	\$3,000.00
Additive Item #7											
City Hall East & West Wing ADA Improvement											
1	Unclassified Excavation	CY	20	\$240.00	\$4,800.00	\$110.00	\$2,200.00	\$265.00	\$5,300.00	\$137.00	\$2,740.00
2	Class 2 Aggregate Base	TN	30	\$115.00	\$3,450.00	\$66.00	\$1,980.00	\$143.00	\$4,290.00	\$68.00	\$2,040.00
3	Remove And Replace PCC Double Box (60"x14") Storm Drain Channel	LF	135	\$427.67	\$57,735.45	\$480.00	\$64,800.00	\$230.00	\$31,050.00	\$420.00	\$56,700.00

4	Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place	LF	52	\$460.00	\$23,920.00	\$500.00	\$26,000.00	\$265.00	\$13,780.00	\$450.00	\$23,400.00
5	Remove And Replace PCC Storm Drain Curb Opening Per City Std Plate 124	LS	1	\$6,014.04	\$6,014.04	\$9,800.00	\$9,800.00	\$1,205.00	\$1,205.00	\$6,700.00	\$6,700.00
6	Remove And Replace PCC ADA Curb Ramp With Cast-In-Place Detectable Warning Tile	SF	190	\$36.00	\$6,840.00	\$21.50	\$4,085.00	\$13.80	\$2,622.00	\$31.00	\$5,890.00
7	Remove And Replace PCC Sidewalk	SF	1,345	\$13.00	\$17,485.00	\$10.00	\$13,450.00	\$11.00	\$14,795.00	\$5.50	\$7,397.50
8	Remove And Replace PCC Curb And Gutter (A2-6)	LF	46	\$80.46	\$3,701.16	\$74.00	\$3,404.00	\$54.00	\$2,484.00	\$89.25	\$4,105.50
9	Install Double 3-Inch White Solid Parking Stall Stripe	LF	144	\$1.00	\$144.00	\$1.03	\$148.32	\$1.00	\$144.00	\$2.50	\$360.00
10	Install 4" Solid Blue Parking Stripe	LF	264	\$1.00	\$264.00	\$1.03	\$271.92	\$1.00	\$264.00	\$1.25	\$330.00
11	Install ADA Parking Symbol (ISA) Pavement Marking	EA	5	\$50.00	\$250.00	\$52.00	\$260.00	\$54.00	\$270.00	\$91.25	\$456.25
12	Install "NO PARKING" Pavement Marking	EA	5	\$50.00	\$250.00	\$52.00	\$260.00	\$54.00	\$270.00	\$28.00	\$140.00
13	Remove Existing Parking Stall Striping	LS	1	\$2,778.00	\$2,778.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$3,580.00	\$3,580.00
14	Relocate Compact Parking Sign And Post	EA	1	\$150.00	\$150.00	\$155.00	\$155.00	\$162.00	\$162.00	\$264.00	\$264.00
15	Install Off-Street Parking Signs Assembly (Van Accessible) And Post Per Caltrans Std Plan A90A	EA	4	\$200.00	\$800.00	\$207.00	\$828.00	\$216.00	\$864.00	\$320.00	\$1,280.00
16	Remove And Dispose Concrete floor pad And AC ADA ramp	SF	100	\$11.62	\$1,162.00	\$16.50	\$1,650.00	\$9.00	\$900.00	\$10.00	\$1,000.00
Total Additive Item 7:					\$129,743.65		\$132,192.24		\$81,400.00		\$116,383.25
Additive Item #8											
City Hall East Wing Parking Lot Improvement											
1	Micro-Surfacing (Type II)	TN	45	\$350.00	\$15,750.00	\$343.00	\$15,435.00	\$455.00	\$20,475.00	\$420.00	\$18,900.00
2	Remove And Replace PCC ADA Curb Ramp With Cast in Place Detectable Warning Tile	SF	200	\$17.34	\$3,468.00	\$19.00	\$3,800.00	\$33.00	\$6,600.00	\$39.50	\$7,900.00
3	Remove And Replace PCC Sidewalk	SF	100	\$44.99	\$4,499.00	\$23.00	\$2,300.00	\$21.50	\$2,150.00	\$17.70	\$1,770.00
4	Install 12-Inch Solid White Limit Line (T)	LF	20	\$2.00	\$40.00	\$2.10	\$42.00	\$2.15	\$43.00	\$5.00	\$100.00
5	Install 4-Inch Solid White Parking Stripe	LF	350	\$1.00	\$350.00	\$1.03	\$360.50	\$1.10	\$385.00	\$1.00	\$350.00
6	Install 4-Inch Solid Blue Parking Stripe	LF	220	\$1.00	\$220.00	\$1.03	\$226.60	\$1.10	\$242.00	\$1.25	\$275.00
7	Install Double 3-Inch White Parking Stall Stripe	LF	1,800	\$1.50	\$2,700.00	\$1.55	\$2,790.00	\$1.60	\$2,880.00	\$2.30	\$4,140.00
8	Remove Existing and Install 24-Inch Solid White Continental Crosswalk Striping (T)	LF	120	\$5.00	\$600.00	\$5.16	\$619.20	\$5.40	\$648.00	\$5.00	\$600.00
9	Install ADA Parking Symbol (ISA) Pavement Marking	EA	4	\$50.00	\$200.00	\$52.00	\$208.00	\$54.00	\$216.00	\$91.25	\$365.00
10	Install "NO PARKING" Pavement Marking	EA	3	\$50.00	\$150.00	\$52.00	\$156.00	\$54.00	\$162.00	\$28.00	\$84.00

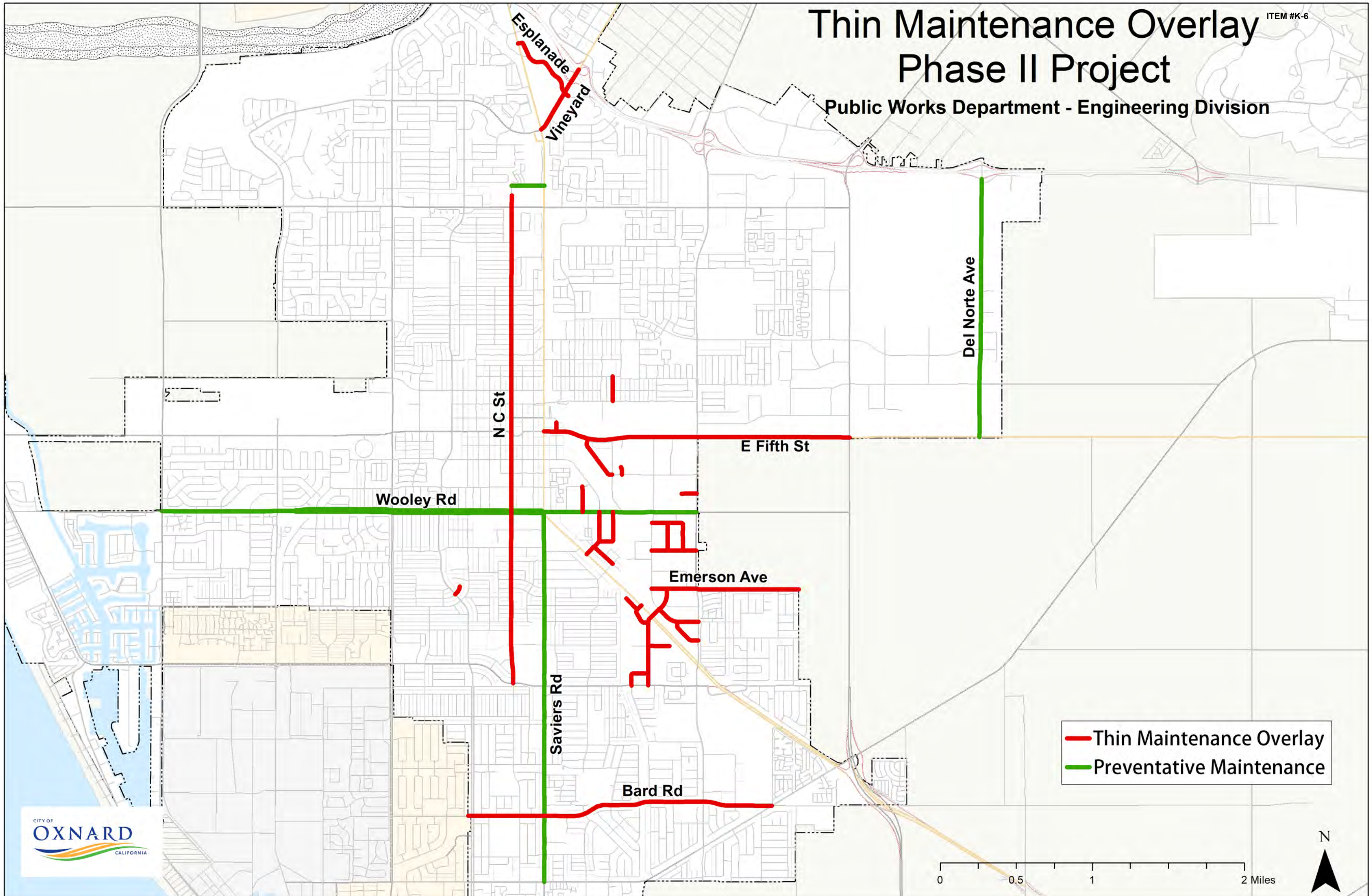
11	Install "COMPACT" Pavement Marking	EA	12	\$50.00	\$600.00	\$52.00	\$624.00	\$54.00	\$648.00	\$28.00	\$336.00
12	Install "STOP" Pavement Marking (T)	EA	1	\$100.00	\$100.00	\$103.00	\$103.00	\$108.00	\$108.00	\$281.00	\$281.00
13	Relocate Street Name Sign And Post	EA	1	\$150.00	\$150.00	\$155.00	\$155.00	\$160.00	\$160.00	\$470.00	\$470.00
Total Additive Item 8:					\$28,827.00		\$26,819.30		\$34,717.00		\$35,571.00
TOTAL BID SUBMITTED:				\$6,550,000.00		\$6,749,243.54		\$6,809,860.00		\$6,943,000.00	
TOTAL BID VERIFIED:				\$6,550,000.00		\$6,736,043.54		\$6,809,860.00		\$6,943,000.00	
				Hardy & Harper, Inc.		Toro Enterprises, Inc.		Granite Construction Company		Sully-Miller Contracting Company	
Subcontractors:				Pavement Coatings EBS Utilities Adjusting, Inc. MD Crackfill CP Engineering Case Land Surveying Pavement Recycling Systems RP Barricade Superior Pavement Markings		Pavement Coatings Case Land Surveying Chrisp Co. MV Rubberized Crackfill California Professional Engineering		Pavement Rehab Co. California Professional Engineering Chrisp Co. Pavement Coatings Co Cindy Trump Inc.		CMB Structures CI Survey Pavement Coatings Co Superior Pavement Markings Green Coast Landscape MD Rubber Crackfill EBS Utilities CPE	

Correction to calculation.

Thin Maintenance Overlay Phase II Project

ITEM #K-6

Public Works Department - Engineering Division



— Thin Maintenance Overlay
— Preventative Maintenance

0 0.5 1 2 Miles





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.1

DATE: April 21, 2020

TO: City Council

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

SUBJECT: Update of Wastewater Division Capital Improvement Projects. (10/5/5)

RECOMMENDATION

That the City Council receive and file a presentation on the Wastewater System Capital Improvement Program. (Public Works and Transportation Committee received this item.)

BACKGROUND

In 2014, the Public Works Department began a multi-year Integrated Master Plan (PWIMP) project that included an evaluation of the wastewater, water, and recycled water system infrastructure. The scope of the project included:

1. Review of existing design, construction and operation data
2. Condition assessment
3. Alternatives analysis
4. Cost estimating
5. Recommended plan

The primary discovery of the condition assessment was that 80% of the wastewater assets were rated to be in a “fair” or worse condition. As a result of the deteriorating condition of the facilities and equipment, a 10-year capital improvement program (CIP) was recommended. The proposed CIP was planned in three (3) phases over a 10-year period. The three (3) phases included:

- Phase 1 (years 1 to 2) – Emergency Repairs
- Phase 2 (years 3 to 5) – Reliability Improvements
- Phase 3 (years 6 to 10) – Long Term Modernization

The PWIMP was finalized in September 2017. The following table identifies the estimated costs for Phases 1 and 2.

	Years 1-2	Years 3-5	Total
Wastewater Treatment Plant	\$5,215,000	\$46,664,998	\$51,879,998
Wastewater Collection System	\$1,690,000	\$13,130,066	\$14,820,066
Vehicles & Equipment	\$1,165,500	\$895,000	\$2,060,500
Consulting - Design	\$1,500,000	\$8,630,000	\$10,130,000
Total	\$9,570,500	\$69,320,064	\$78,890,564

In 2017, a cost-of-service rate study was completed that addressed operation, maintenance and estimated capital costs for the first five (5) years of the proposed CIP. The results of the rate study recommended annual rate increases starting in 2017 and continuing through 2021. In February, 2017, the City conducted Utility Ratepayers Advisory Panel (URAP) meetings as part of the State's Proposition 218 process and, in May of 2017, the City adopted the new rate ordinance that included funding for the first two (2) phases (years 1 to 5) of the CIP.

DISCUSSION

Emergency Repairs Projects (Phase 1 - years 1 to 2)

In September 2018, following the completion of the final project designs, the City released bids for the Emergency Repairs projects. In February 2019, GSE Construction Company (GSE) was awarded the Emergency Repairs contract and began work on the following projects:

- Biotower Structural Stabilization
- Chemically Enhanced Primary Treatment (CEPT) facility
- Laboratory Heating, Ventilation and Air Conditioning (HVAC) Replacement
- Solids Processing Building Rehabilitation
- Primary Clarifier Rehabilitation

As of December of 2019, GSE had completed the Biotower Structural Stabilization, CEPT Facility, HVAC Replacement, and Solids Processing Building Rehabilitation portions of the contract. The final project, Primary Clarifier Rehabilitation, is in progress and scheduled for completion in June 2020.

The Cogeneration Engine Refurbishment project was bid separately in two (2) phases in 2018 and 2019, respectively. Both phases were awarded to GI Endurant, LLC, (GIE). The projects were completed in January 2020.

Reliability Improvements Projects (Phase 2 - years 3 to 5)

In December 2017, AECOM was contracted to complete the final design of the Phase 2 Wastewater Treatment Plant CIP projects. These projects include (in no particular order):

1. New Electrical Building and Backup Generator
2. Electrical Equipment Replacement
3. Headworks Rehabilitation and Odor Control Improvements
4. Primary Clarifier Rehabilitation
5. Aeration System Rehabilitation
6. Site Security Improvements
7. Digester Rehabilitation
8. Pump Station Rehabilitation
9. Site Piping Replacement
10. New Maintenance Storage Building
11. New Supervisory Control and Data Acquisition System (SCADA)

Designs for all of the projects have been completed and are currently progressing through plan check and permitting. It is anticipated that they will be released for bidding by July 2020.

Remaining CIP Components

Wastewater Collection System projects – There were a total of 15 projects identified in the PWIMP to be completed in the first five (5) years. To date, the Devco Lift Station (Lift Station 23) has been completed. The remaining projects are in

the engineering phase or programmed in the city's 5-year CIP.

Vehicles and Equipment – The following vehicles and equipment will be purchased this year: sewer cleaning vehicle, sewer video/camera inspection vehicle, portable emergency generator, roll-off truck and solids handling truck. The remaining vehicles and equipment identified for replacement will be purchased or leased in the next two (2) years.

Consulting – The purpose of the consulting budget is to complete the required preliminary and final design for the Phase 3 (years 6 to 10) – Long Term Modernization - portion of the improvements. A Request for Proposal is in progress and should be ready for release by winter 2020.

Funding

Concurrent with the design and construction activities, the Wastewater Division has been working with the Finance Department to develop a funding plan for all projects. The goal of the funding plan is to identify and secure the most advantageous use of money available. As a result the following funding plan has been identified:

Phase 1 – Emergency Repairs projects paid for from fund balance (cash) – \$7.4M

Phase 2 – Reliability Improvements will utilize a low interest loan from the state of California, and a combination of grants as follows:

- \$9.5 Million – State grant for repairs at the wastewater treatment plant (awarded)
- \$59,875 – Federal Emergency Management Agency (FEMA) grant for portable backup generator (awarded)
- \$66.7 Million – Clean Water State Revolving Fund (SRF) low interest loan (~2%) (selected pending award)
- \$3.2 Million – FEMA grant for new electrical building (FEMA decision pending)
- \$1.9 Million – FEMA grant for reconstruction of central trunk sewer under railroad (FEMA decision pending)

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 4a. Implement CIP plans. Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

There is no direct financial impact from this update report. For the Wastewater CIP itself, the projected total 5-year cost of \$78.9 million is covered by a possible \$88.8 million of identified funding sources.

COMMITTEE OUTCOME

Public Works and Transportation Committee received this presentation on February 25, 2020.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. WW CIP Update PowerPoint

Update of Wastewater Capital Improvement Program

Oxnard City Council
April 21, 2020

Jan Hauser
Wastewater Division Manager



RECOMMENDATION

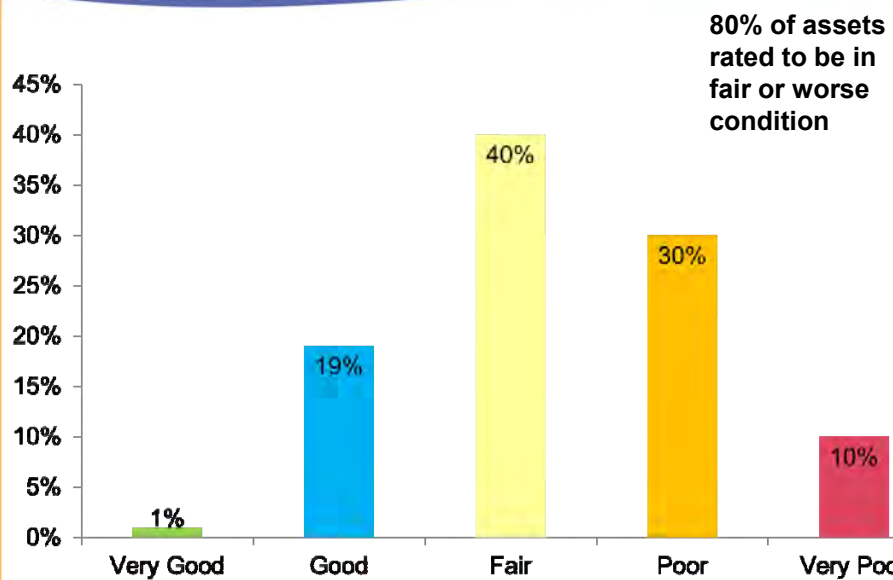
That the City Council receive and file a presentation on the Wastewater System Capital Improvement Program.

BACKGROUND

- Public Works Department began a multi-year Integrated Master Plan Project in 2014
- Scope included
 - Review of existing design, construction, and operations data
 - Condition assessment of existing facilities
 - Alternatives analysis
 - Cost estimating
 - Recommended plan

3

CONDITION ASSESSMENT RESULTS



BACKGROUND

Recommendations

- 10-Year Capital Improvement Program
 - Years 1 to 2 – Emergency Repairs
 - Years 3 to 5 – Reliability Improvements
 - Years 6 to 10 – Long Term Modernization
- Rate study completed in 2017 incorporated costs for first 5 years of recommended program
- Required annual rate increases through 2021



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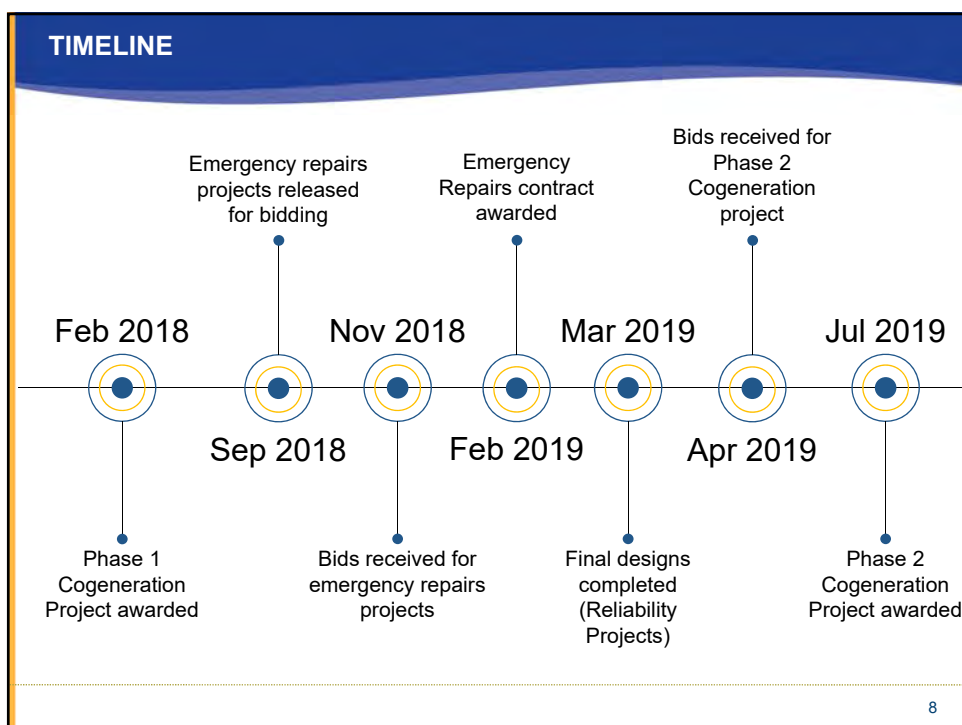
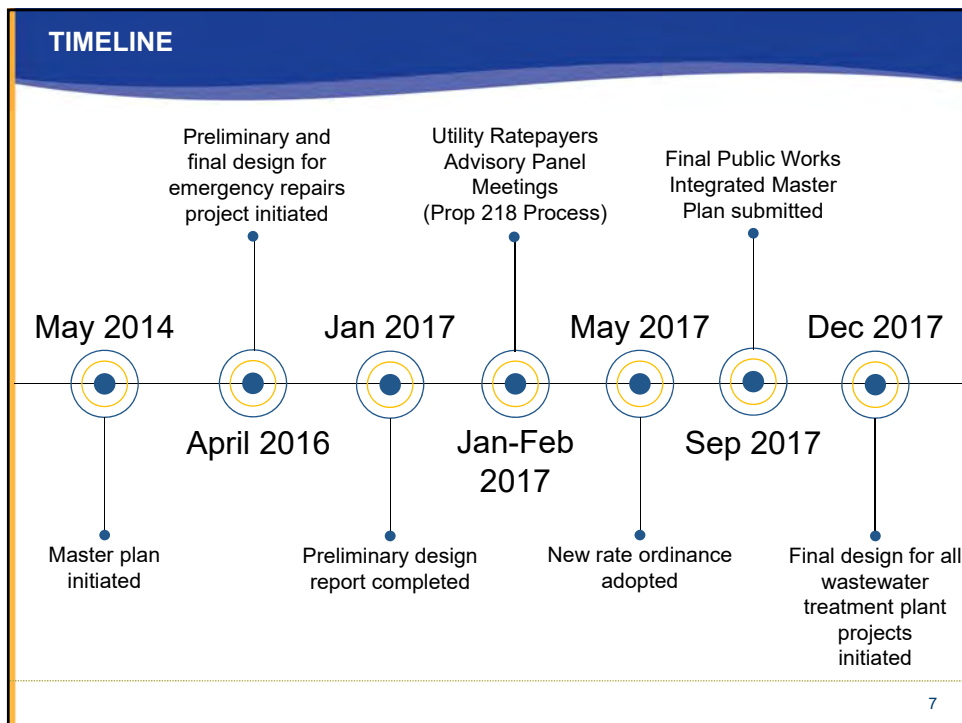
CAPITAL COST ESTIMATES

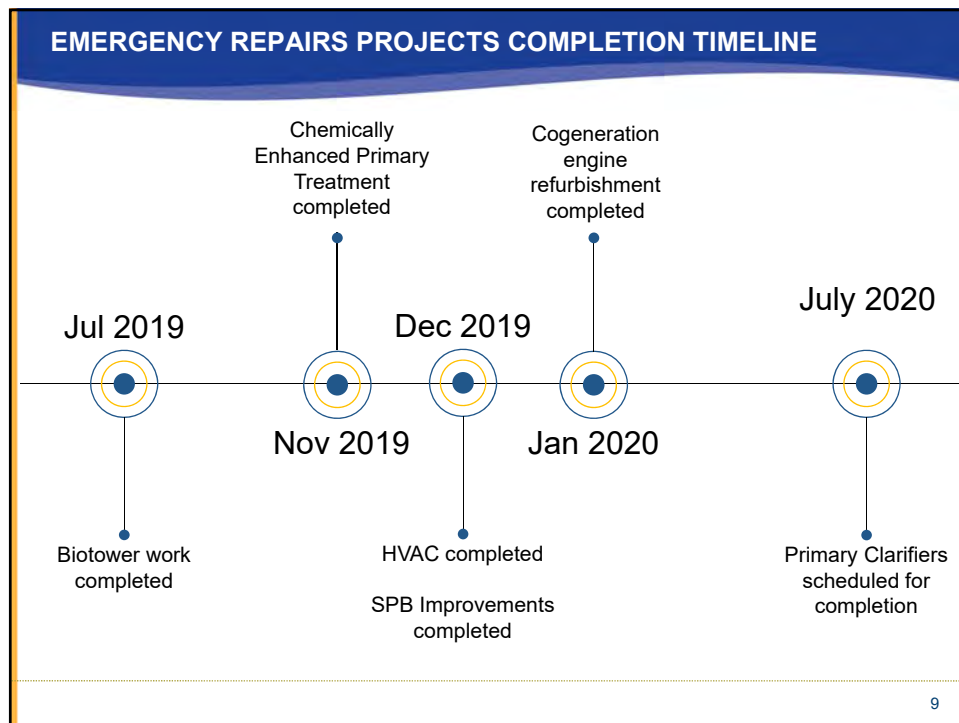
Project	Estimated Cost*
Wastewater Treatment Plant Projects	\$51,879,998
Collection System Projects	\$14,820,066
Vehicles & Equipment	\$2,060,500
Consulting	\$10,130,000
TOTAL	\$78,890,564

*5 Year Capital Improvement Program in 2017 dollars

6

4/9/2020





OWTP PROJECTS - PHASE 1

Emergency Repairs - Years 1 to 2

Project	Completion Date	Construction Cost
Biotower Structural Stabilization	July 2019	\$140,000
Chemically Enhanced Primary Treatment	November 2019	\$450,000
Laboratory HVAC Replacement	December 2019	\$250,000
Solids Processing Building Rehabilitation	December 2019	\$2,570,000
Cogeneration Engine Refurbishment	January 2020	\$1,180,000
Primary Clarifier Rehabilitation	July 2020	\$1,430,000
Total Construction Cost		\$6,020,000

10

BIOTOWER: BEFORE



Completed July 2019. Construction cost \$140,000

11

BIOTOWER POWER WASH



Completed July 2019. Construction cost \$140,000

12

BIOTOWER COMPLETED



Completed July 2019. Construction cost \$140,000

13

CHEMICALLY ENHANCED PRIMARY TREATMENT FACILITY



Completed November 2019. Construction cost \$450,000

14

CHEMICALLY ENHANCED PRIMARY TREATMENT FACILITY



Completed November 2019. Construction cost \$450,000

15

CHEMICALLY ENHANCED PRIMARY TREATMENT FACILITY



Completed November 2019. Construction cost \$450,000

16

LABORATORY HVAC



Completed December 2019. Construction cost \$250,000

17

LABORATORY HVAC



Completed December 2019. Construction cost \$250,000

18

LABORATORY HVAC



Completed December 2019. Construction cost \$250,000

19

LABORATORY HVAC



Completed December 2019. Construction cost \$250,000

20

SOLIDS PROCESSING REHABILITATION



Completed December 2019. Construction cost \$2,570,000

21

SOLIDS PROCESSING REHABILITATION (VIDEO)



Completed December 2019. Construction cost \$2,570,000

22

SOLIDS PROCESSING REHABILITATION



Completed December 2019. Construction cost \$2,570,000

23

SOLIDS PROCESSING REHABILITATION (VIDEO)



Completed December 2019. Construction cost \$2,570,000

24

SOLIDS PROCESSING REHABILITATION (VIDEO)



Completed December 2019. Construction cost \$2,570,000

25

SOLIDS PROCESSING REHABILITATION



Completed December 2019. Construction cost \$2,570,000

26

SOLIDS PROCESSING REHABILITATION



Completed December 2019. Construction cost \$2,570,000

27

CO-GENERATION ENGINE REFURBISHMENT



Completed January 2020. Construction cost \$1,180,000

28

CO-GENERATION ENGINE REFURBISHMENT



Completed January 2020. Construction cost \$1,180,000

29

CO-GENERATION ENGINE REFURBISHMENT



Completed January 2020. Construction cost \$1,180,000

30

CO-GENERATION ENGINE REFURBISHMENT



Completed January 2020. Construction cost \$1,180,000

31

PRIMARY CLARIFIER REHABILITATION



Anticipated Completion July 2020. Construction cost \$1,430,000

32

PRIMARY CLARIFIER REHABILITATION



Anticipated Completion July 2020. Construction cost \$1,430,000

33

PRIMARY CLARIFIER REHABILITATION



Anticipated Completion July 2020. Construction cost \$1,430,000

34

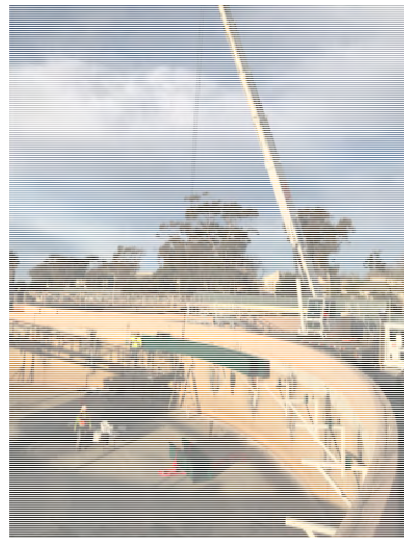
PRIMARY CLARIFIER REHABILITATION



Anticipated Completion July 2020. Construction cost \$1,430,000

35

PRIMARY CLARIFIER REHABILITATION



Anticipated Completion July 2020. Construction cost \$1,430,000

36

PRIMARY CLARIFIER REHABILITATION



Anticipated Completion July 2020. Construction cost \$1,430,000

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OWTP PROJECTS - PHASE 2

Emergency Repairs - Years 3 to 5

Project	Estimated Construction Cost
New Electrical Building & Backup Generator	\$11,500,000
Electrical Equipment Replacement	\$5,300,000
Reliability Improvements • Headworks & Odor Control Improvements • Digester • Pump Station • Site Piping	\$11,500,000
Primary Clarifier Rehabilitation	\$6,900,000
Aeration System Rehabilitation	\$2,300,000
Site Security Improvements	\$600,000
New Maintenance Storage Building	\$4,100,000
New Supervisory Control & Data Acquisition System (SCADA)	\$4,500,000
Total Construction Costs	\$46,700,000

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OWTP PROJECTS

Phase 2 Status

- All project designs completed
- Currently responding to plan check comments
- Anticipated advertisement for bid July 1, 2020
- Construction expected to be completed by end of 2023

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OLD ELECTRICAL SYSTEM



40

EXISTING EMERGENCY GENERATORS (VIDEO)



41

EXISTING STORAGE BUILDING



42

NEW ELECTRICAL BUILDING



43

DIGESTER COVER



44

DIGESTER COVER



45

HEADWORKS



46

SITE PIPING

47

ONGOING WORK

- Collection System Projects
 - Devco Lift Station #23 (completed)
 - Manhole Rehabilitation
 - Chemical Addition Stations
 - Sewer Improvements
- Vehicles and Equipment
 - Sewer Cleaning Vehicle
 - Vacuum Truck
 - Camera Truck
 - Emergency Portable Generator
 - Yard Tractor
- Professional Services
 - Request for proposal anticipated winter 2020

48

FUNDING

- Credit rating
 - Bond rating upgraded from “BBB” to “A-”
- Refinanced existing debt
 - Annual cash flows savings (\$99,426)
- Phase 1 Emergency Repairs projects
 - \$7.4 Million from fund balance (cash)

49

FUNDING**Phase 2 Reliability Projects:**

- \$16 Million Unrestricted Wastewater Fund Balance (2019 CAFR)
- \$9.5 Million State Grant (awarded)
- \$59,875 Federal Emergency Management Agency (FEMA) grant for portable backup generator (awarded)
- \$66.7 Million Clean Water State Revolving Fund (SRF) low interest loan (~2%) (selected pending award)
- \$3.2 Million FEMA Grant for new electrical building and emergency generator (FEMA decision pending)
- \$1.9 Million FEMA Grant for reconstruction for central trunk sewer under railroad (FEMA decision pending)

50

