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.

CITY OF OXNARD CALIFORNIA

**AMENDED AGENDA**

**Section D - Opening Ceremonies Revised**

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
July 6, 2021

**Closed Session - 4:30 PM**
**Regular Meeting - 6:00 PM**

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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

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 meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

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 (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: In Re Purdue Pharma, L.P., et al.
United States Bankruptcy Court, Southern District of New York, Case No. 19-23649 (RDD)
Legislative Body: City Council

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: (Presentation / Council Discussion / Public Comment)**

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.
Legislative Body: City Council

3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Manager
This item is to be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).
Legislative Body: City Council

4. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Attorney
This item is to be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of July, 2021 as "Parks and Recreation Month."

2. SUBJECT: Recognition of Oxnard Police Department officers who received the "Medal of Merit" and the "Investigator of the Year Award" from the Peace Officers Association of Ventura County.

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 requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak 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 from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only (0/5/5)

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period November 20, 2020 through June 30, 2021.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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 January 5, 2021 and January 25, 2021 regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Community Development Department

SUBJECT: City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center). (0/10/5)

RECOMMENDATION: That the City Council support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 South C Street (aka "the Service Center").
(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

3. Police Department

SUBJECT: Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the amount of $265,000.

RECOMMENDATION: That the City Council adopt a resolution accepting a donation of one (1) Lenco BearCat rescue vehicle to the City of Oxnard, for use by the Oxnard Police Department, and authorizing the Mayor to execute a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation relating to the City's use of the same.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

4. Public Works Department

SUBJECT: Third Amendment to Agreement A-7974 with the County of Ventura Work Release Program.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7974 with the County of Ventura to extend the term to July 18, 2024 for maintenance tasks and special projects.
(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: Purchase Order #8093 with Famcon Pipe & Supply, Inc. for Water Infrastructure Parts and Supplies.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #8093 with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies in the amount not to exceed $550,000 for a one-year term with an option to extend for an additional year.
(Public Works and Transportation Committee approved 3-0).

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

6. Public Works Department

SUBJECT: Approve Caltrans Project Specific Maintenance Agreement A-8251, Third Amendment to Agreement A-8094 with WKE, Inc., and First Amendment to Agreement A-8017 with the County of Ventura for the Rice Avenue at Fifth Street/State Route 34 Grade Separation Project.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8251 between the State of California Department of Transportation and the City of Oxnard for roadway and bridge maintenance on Rice Avenue over State Route 34;
2. Approve and authorize the Mayor to execute a Third Amendment to WKE, Inc. Agreement A-8094, to increase the amount by $96,316.76, for a new not to exceed contract value of $9,005,397.70 to complete the Plans, Specification and Estimates for Project 133101; and
3. Approve and authorize the Mayor to execute a First Amendment to County of Ventura Agreement A-8017, to increase the amount by $154,962.26, for a new not to exceed contract value of $654,962.26 to provide project management assistance associated with Project 133101.

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

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

7. Public Works Department

SUBJECT: Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie in the amount not to exceed $375,000 for the supply and delivery of bale wire for a three-year term ending June 30, 2024.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

L. REPORTS

1. City Manager Department

SUBJECT: Introduction of American Rescue Plan Act's Local Government Recovery Decision Making Timeline.

RECOMMENDATION: That the City Council receives and files this informational report about the City's timeline to make decisions on investments of the American Rescue Plan Act's local government recovery funds.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LIqNPktnZQM

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

M. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

# CITY COUNCIL AGENDA REPORT

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

**DATE:** July 6, 2021

**TO:** City Council

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

**SUBJECT:** List of City Manager Approved Contracts - Informational Only (0/5/5)

**RECOMMENDATION**

That the City Council receive and file the list of City Manager approved contracts for the period November 20, 2020 through June 30, 2021.

**BACKGROUND**

On June 12, 2018, the City Council approved Ordinance No. 2943 changing the City's Purchasing Procedures. Ordinance No. 2943 increased the threshold for City agreements/contracts, change orders/amendments and purchase orders allowing the City Manager to award and execute any procurement contract or purchase order up to $200,000 annually. Additionally, the City Manager may execute any amendment that, collectively with the original purchase order or contract and all amendment thereto, does not exceed $200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between $101,000 to $200,000 annually (including all prior amendments) for the period between November 20, 2020 through June 30, 2021.

**STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Luly Lopez, Executive Assistant I*

**ATTACHMENTS**

1. City Manager Contract Log November 20 2020 through June 30 2021

# City Manager Contract List - November 20, 2020 through June 30, 2021

## Contracts from $101,000 to $200,000 Annually

| | Date | Vendor | Purpose | Value of Item Signed | Total Value |
|---|---|---|---|---|---|
| 1 | 11/23/2020 | Compuwave | Purchase order for computer hardware and software | $200,000.00 | $200,000.00 |
| 2 | 12/1/2020 | The Salvation Army (8838-19-HO) | First Amendment to professional services agreement for downtown focus component | $10,064.00 | $102,814.00 |
| 3 | 12/2/2020 | Flow-N-Control, Inc. | Purchase order for two Centrifugal Pumps and Wear Rings as replacements to existing units that have reached their useful lives | $102,602.71 | $102,602.71 |
| 4 | 12/18/2020 | CBRE, Inc. (8860-19-CD) | Third Amendment to professional services agreement for housing study | $89,100.00 | $189,100.00 |
| 5 | 1/15/2021 | McKesson Medical-Surgical, Inc. | Purchase order for medical supplies, personal protection equipment and cleaning supplies | $50,000.00 | $200,000.00 |
| 6 | 1/25/2021 | MNS Engineers, Inc. (A-8159) | Task order (pursuant to prior City Council contract approval) for pilaster jacket repair/construction inspection services | $120,481.00 | $750,000.00 |
| 7 | 1/26/2021 | Rincon Consultants, Inc. (9062-20-CD) | Professional services agreement for on-call environmental CEQA/NEPA consulting services | $200,000.00 | $200,000.00 |
| 8 | 2/3/2021 | Interwest Consulting Group, Inc.(A-8170) | Task order (pursuant to prior City Council contract approval) for traffic signal timing | $131,510.00 | $1,000,000.00 |
| 9 | 2/4/2021 | CPS HR Consulting (8772-19-HR) | Third Amendment to professional services agreement for additional recruitments | $25,000.00 | $200,000.00 |
| 10 | 2/4/2021 | Bureau Veritas North America (9041-20-CD) | Professional services agreement for on-call building plan check and inspection services | $150,000.00 | $150,000.00 |
| 11 | 3/11/2021 | Arup North America Limited (9066-20-PW) | Professional services agreement for Council Chambers audio/visual/production system improvement | $130,000.00 | $130,000.00 |
| 12 | 3/15/2021 | Dudek (9078-20-CD) | Professional services agreement for on-call environmental CEQA/NEPA consulting services | $200,000.00 | $200,000.00 |
| 13 | 3/17/2021 | Tri-County Office Furniture | Purchase order for office furniture | $200,000.00 | $200,000.00 |
| 14 | 3/19/2021 | AARC Consultants, LLC (9136-21-PW) | Purchase order to develop an emergency response plan for Oxnard Wastewater Treatment Plant and Collection System | $134,580.00 | $134,580.00 |
| 15 | 3/26/2021 | Wallace Group, a California Corporation | Task order (pursuant to prior City Council contract approval) for preliminary design services for the Oxnard Transit Center | $132,363.00 | $1,000,000.00 |
| 16 | 3/26/2021 | County of Ventura | Agreement for services provided by County staff related to the City's Cultural Heritage Ordinance | $50,000.00 | $50,000.00 |
| 17 | 3/30/2021 | Environmental Science Associates (9077-20-CD) | Professional services agreement for on-call environmental CEQA/NEPA consulting services | $200,000.00 | $200,000.00 |
| 18 | 4/6/2021 | NV5 West, Inc. (A-8080) | Task order (pursuant to prior City Council contract approval) for construction materials testing services for the Bryce Canyon North, South Neighborhood and Fremont North Neighborhood Street Resurfacing Project | $102,509.00 | $102,509.00 |
| 19 | 4/7/2021 | Garcia's Landscaping Maintenance, Inc. | Trade services agreement for weekly lawn mowing at City parks | $200,000.00 | $200,000.00 |
| 20 | 4/9/2021 | Bartel & Associates, LLC (A-8060) | Second Amendment for professional services agreement to provide actuarial consulting services for CalPers Retirement Plans and Pension Override Tax Study | $25,000.00 | $121,000.00 |
| 21 | 4/13/2021 | M6 Consulting, Inc. (8231-18-PW) | Task order (pursuant to prior City Council contract approval) for project management services for Campus Park Activiation Project | $118,720.00 | $650,000.00 |
| 22 | 4/19/2021 | Retrievex, Inc. dba ACCESS | Fifth Amendment to Agreement for Records Management Services | $14,000.00 | $200,000.00 |
| 23 | 4/19/2021 | MNS Engineers, Inc. (A-8159) | Task order (pursuant to prior City Council contract approval) for construction inspection services | $179,880.00 | $750,000.00 |
| 24 | 4/21/2021 | Vermeer Pacific (4035-06-DS) | Purchase order for 19-inch wood chipper | $105,204.70 | $105,204.70 |
| 25 | 4/22/2021 | Western A/V (9198-21-PW) | Agreement for Emergency Operations Center Renovation Project (PW21-37) | $146,895.24 | $146,895.24 |
| 26 | 4/22/2021 | Rugby Factory, LLC (9220-21-CS) | Agreement authorizing use of video footage of rugby team while using the RiverRidge play fields in a documentary | $0.00 | $0.00 |
| 27 | 4/28/2021 | KCM Marketing, Inc. | Purchase order for 684 MK batteries. Battery backup system will kick in when Edison power is compromised | $106,954.00 | $106,954.00 |

| | | | | | |
|---|---|---|---|---|---|
| 28 | 5/6/2021 | Guidepost Solutions, LLC (9200-21-PW) | Professional services agreement to prepare design drawings, specifications and bid documents for security improvements at all Water Division properties | $153,675.00 | $153,675.00 |
| 29 | 5/6/2021 | Powerland Equipment, Inc. | Purchase order for Bomford tractor with flail attachment | $148,373.97 | $148,373.97 |
| 30 | 5/6/2021 | Siteone Landscape Supply, LLC | Purchase order for citywide landscape and irrigation supplies | $200,000.00 | $200,000.00 |
| 31 | 5/11/2021 | Huitt-Zollars, Inc. | Purchase order for services related to transportation state grant for Oxnard Boulevard and bikeway gap closure | $139,873.00 | $139,873.00 |
| 32 | 5/17/2021 | AP Triton Consulting, LLC | Professional services agreement for consultation related to ambulance services | $144,000.00 | $144,000.00 |
| 33 | 5/21/2021 | John Lisee Pumps, Inc. | Purchase order for replacement of Fairbanks Model flow equalization basin (FEB) pumps to maintain plant flow at the Wastewater Treatment Plant | $179,564.01 | $179,564.01 |
| 34 | 6/8/2021 | Exeloo Corporation | Purchase order for new restroom at College  Estate Park | $199,546.00 | $199,546.00 |
| 35 | 6/8/2021 | Twining | Task order (pursuant to prior City Council contract approval) for Hueneme Road Recycled Water Pipeline Phase II soils testing | $123,350.00 | $250,000.00 |
| 36 | 6/18/2021 | ASR Systems, LLC (9064-20-PW) | Professional services agreement for engineering support services for the ASR Project | $143,711.00 | $143,711.00 |
| 37 | 6/22/2021 | GovInvest, Inc. (9301-21-FN) | Service agreement for pension actuarial valuation software | $150,000.00 | $150,000.00 |

# M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
January 5, 2021

## A. ROLL CALL, POSTING OF AGENDA

At 5:00 p.m., Mayor Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority, Oxnard Community Development Successor Agency, and Oxnard Financing 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, Oscar Madrigal, Bert E. Perello, and Mayor Pro Tem Bryan A. MacDonald were present via videoconference. Mayor John C. Zaragoza participated in person.

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

Staff members that participated via videoconference were Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Ken Rozell, Chief Assistant City Attorney; Emilio Ramirez, Housing Director; Jason Benites, Chief of Police; Alexander Hamilton, Interim Fire Chief; Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Kevin Riper, Chief Financial Officer; and Donna Ventura, Assistant Chief Financial Officer.

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

## C. CLOSED SESSION

City Attorney Department

C.1 Mayor Zaragoza announced that the Closed Session was canceled.

## D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

## E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 18, 2021 as "Dr. Martin Luther King, Jr. Day."

Ms. Larita Montgomery accepted the proclamation. Public comments were received from Chris Hernandez.

2. SUBJECT: Swearing in of New Police Chief Jason Benites

Superior Court of Ventura County Judge Gilbert A. Romero swore in Police Chief Benites. Public

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comments were received from Manuel Herrera, Chris Hernandez, Adam Lopez, Chief Andrew Salinas, and Armando Delgado. Written comments were received from Melissa Campbell-Langdell congratulating Police Chief Benites. Council and staff congratulated Chief Jason Benites on his appointment as the City's new Chief of Police. Council also thanked Retired Chief Whitney for his years of service.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Chris Hernandez (utility funds, encouraged neighborhood clean-up), Douglas Partello (utility funding court ruling), Aaron Starr (thanked voters for adopting the ballot measures), Alicia Percell (court ruling to return utility funds) and Lawrence Stein (requesting public documents, recommendations on agenda items).

G. REPORT OF CITY MANAGER
City Manager Department

1. SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

H. CITY COUNCIL REPORTS

Mayor Zaragoza directed staff to be more diligent in keeping track of the City's debts and to provide Council a quarterly report.

Mayor Pro Tem MacDonald reported on his participation on the Ventura County Transportation Commission.

Councilmember Perello thanked Chris Hernandez for his public comments and the City for implementing the virtual waiting room call-in feature to receive public comments during virtual meetings. He also thanked the Chief Financial Officer and the Assistant Chief Financial Officer for their efforts.

Councilmember Madrigal encouraged residents to get vaccinated and thanked the community for their help to others during the holiday season.

Councilmember Basua thanked residents for following the Covid-19 rules and relations and for social distancing during the pandemic.

Councilmember Lopez encouraged residents to protect themselves and their families from the pandemic.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 though K-3 were discussed among the Council and staff.

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

K. INFORMATION/CONSENT AGENDA

Housing Department

1. SUBJECT: Second Amendment to Agreement with Salvation Army for provision of Homeless Outreach and Case Management Services.
RECOMMENDATION: That the City Council approve and authorize the City Manager to execute the Second Amendment to Agreement 8838-19-HO with the Salvation Army for the provision of homeless outreach and case management services at the current monthly compensation rate, extending that agreement through June 30, 2022, and bringing the total cost of the Agreement to $379,114.

Public Works Department

2. SUBJECT: Agreement with Garcia's Landscaping Maintenance Inc. for Landscape Maintenance Service for Various Landscape Maintenance Districts.
RECOMMENDATION: That City Council Council:
1. Approve and authorize the Mayor to execute Agreement A-8245 with Garcia's Landscaping Maintenance Inc. (Garcia's) in the amount of $2,566,062 for a three-year term ending on December 31, 2023 for landscape maintenance services within various Landscape Maintenance Districts;
2. Approve and authorize an additional contract allocation in the amount of $256,606 to be used for any needed increased level of service in a Landscape Maintenance District dependent on funding availability; and
3. Authorize the City Manager to approve a budget appropriation in the amount of $113,059 from available fund balance from various Landscape Maintenance Districts.

Public Works Department

3. SUBJECT: Agreement with UniFirst Corporation for Rental, Purchase, and Laundry Services for City Uniforms.
RECOMMENDATION: That the City Council:
Approve and authorize the Mayor to execute Agreement A-8263 with UniFirst Corporation in the amount not to exceed $670,000 for a three-year term ending January 31, 2024, for uniform rental, purchase and laundry services for various City departments

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua,* to approve the Information/Consent items as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, and Lopez voted in favor; the motion carried 6-0.

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L. REPORTS

Finance Department

1. SUBJECT: Adoption of City Council's Risk Assessment Responsibilities Policy.
RECOMMENDATION: That the City Council:
1. Receive a presentation on a City Council's Risk Assessment Responsibilities Policy; and
2. Adopt **Resolution No. 15-409** adopting Risk Assessment Responsibilities Policy to define the City's risk tolerance and overseeing how the organization manages and responds to risks.

Donna Ventura, Assistant Chief Financial Officer, gave a report. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Councilmember Perello, seconded by Councilmember Lopez,* to approve the recommended action as presented. VOTE: Zaragoza, MacDonald, Perello, Lopez, Madrigal, and Basua voted in favor; the motion carried 6-0.

Finance Department

2. SUBJECT: Amendment to the Existing City Debt Policies.
RECOMMENDATION: That the City Council:
1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt **Resolution No. 15-410** amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.

Kevin Riper, Chief Financial Officer, gave a report. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Councilmember Perello, seconded by Councilmember Madrigal*, to approve the recommended action as presented. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, and Basua voted in favor; the motion carried 6-0.

City Manager Department

3. SUBJECT: City Council 2016-2020 Five-Year Priorities Summary and Looking Ahead to the 2021-2015 Priority Setting Proposed Framework.
RECOMMENDATION:
1. That the City Council receive a summary report on the 2016-2020 five-year Council priorities adopted by Council resolution on May 17, 2016, look ahead at the 2021-2025 priority setting framework, and provide feedback.

Alexander Nguyen, City Manager, gave a report. Public comments were received from Lawrence Stein. Discussion ensued among the Council and staff. Receive and file, no formal action was required.

DRAFT

City Manager Department

4. SUBJECT: Appointment of Council Committee Membership, including Committee Chairs.
RECOMMENDATION:
That the City Council discuss Council Committee Membership, including Committee Chairs, and make appointments to fill the committees.

Alexander Nguyen, City Manager, gave a report. No public comments were heard. Discussion ensued among the Council and staff.

*It was moved by Councilmember Basua, seconded by Councilmember Lopez,* to approve the recommended action as presented. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, and Basua voted in favor; the motion carried 6-0.

City Attorney Department

5. SUBJECT: Options to Fill Council Vacancy.
RECOMMENDATION: That the City Council receive a report regarding the vacancy in the District 2 City Council seat and take one of the following options for filling the vacancy:

1. Direct staff to commence an appointment process.
2. Direct staff to prepare an agenda item to call a special election.
3. Approve the first reading by title only and waive further reading of **Ordinance No. 2995** amending the City Code to allow for an appointed councilmember to serve until a special election is held.

Stephen Fischer, City Attorney, gave a report. Public comments were received from Gabriel Teran, Daniel Chavez, Lauraine Effress, Manuel Herrera, Pat Brown, Douglas Partello, Ricardo Torres, Ariana Robles, Ronald Arruejo, Armando Delgado, Francisco Dominguez, and Alicia Percell. Written comment was received from Gabriel Teran, Chair of the Fremont South Neighborhood Council and Diana Velzy, District 2 Resident. Discussion ensued among the Council and staff.

**First Motion (Option #3):**
*It was moved by Councilmember Perello, seconded by Councilmember Madrigal*, to approve the recommended action, Option No. 3, as presented. VOTE: Perello, Madrigal, and Basua voted in favor; MacDonald, Zaragoza, and Lopez voted against, the motion failed 3-3.

**Second Motion (Option #1):**
*It was moved by Mayor Zaragoza, seconded by Mayor Pro Tem MacDonald*, to approve the recommended action, Option No. 1, as presented. VOTE: MacDonald, Zaragoza, and Lopez voted in favor; Perello, Madrigal, and Basua voted against, the motion failed 3-3.

**Third Motion (Option #2):**
*It was moved by Councilmember Basua, seconded by Councilmember Madrigal*, to approve the recommended action, Option No. 2, as presented. VOTE: Madrigal and Basua in favor; Perello, MacDonald, Zaragoza, and Lopez voted against, the motion failed 2-4.

DRAFT

**Fourth Motion (Option #3):**

3. Approve the first reading by title only and waive further reading of **Ordinance No. 2995** amending the City Code to allow for an appointed councilmember to serve until a special election is held.

Mayor Pro Tem MacDonald made a motion to reconsider the vote on Option No. 3, seconded by Councilmember Perello.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello,* to approve the recommended action, option number 3, as presented. VOTE: Zaragoza, MacDonald, Perello, Madrigal, Basua voted in favor; Lopez voted against, the motion carried 5-1.

Fire Department

6. SUBJECT: Fire Academy FY20/21.
RECOMMENDATION: That the City Council:
1. Receive a report from the Interim Fire Chief discussing the current level of vacancies, the need to re-establish our recruit training academy, and adding additional recruit firefighters to the academy cadre; and
2. Approve a budget appropriation of $755,461 from Fund 104 Measure O (Half-cent Sales Tax).

Alexander Hamilton, Interim Fire Chief, gave a report. Public comments were received from Pat Brown and Lawrence Stein. Discussion ensued among the Council and staff.

It was moved by Mayor Zaragoza, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: MacDonald, Zaragoza, Perello, Madrigal, Basua, and Lopez voted in favor; the motion carried 6-0.

Public Works Department

7. SUBJECT: Award Agreement A-8266 to Teichert Energy & Utilities Group, Inc. for La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58.
RECOMMENDATION: That the City Council approve and authorize:
1. The Mayor to award and execute Agreement A-8266 with Teichert Energy & Utilities Group, Inc. for $4,118,300 (base bid + additive items #32-37) for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
2. A Project contingency amount of $411,830 for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
3. A Project allocation of $411,830 for engineering, inspection, survey and project management for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107; and
4. Approve a budget appropriation in the amount of $4,760,260 from the Water Operating Fund (601).

Tatiana Arnaout, City Engineer, gave a report. Public comments were received from Gabriel Teran. Discussion ensued among the Council and staff.

DRAFT

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello*, to approve the recommended action as presented. VOTE: Basua, Zaragoza, Lopez, MacDonald, and Perello voted in favor; the motion carried 5-0-1. Councilmember Madrigal abstained and did not participate, due to the proximity of his residence to the location of the project.

P. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:48 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

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# MINUTES

## OXNARD CITY OUNCIL
Regular Meeting
January 25, 2021

## A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with Oxnard Community Development Successor Agency and the Oxnard Financing Authority), which had been adjourned from the January 19, 2021 regular Council meeting due to a City Hall power outage, 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, Bert E. Perello, and Mayor Pro Tem Bryan A. MacDonald were present via videoconference. Mayor John C. Zaragoza participated in person. Councilmember Madrigal was absent.

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

Staff members that participated via videoconference were Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Emilio Ramirez, Housing Director; Jason Benites, Chief of Police; Alexander Hamilton, Interim Fire Chief; Tatiana Arnaout, City Engineer; Jeff Pengilley, Interim Community Development Department; Kathleen Mallory, Planning & Sustainability Manager; Kevin Riper, Chief Financial Officer; Adam Smith, Project Manager; Eden Alomeri, Billing and Licensing Director; and Raja Bamrungpong, Interim IT Director.

## 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))
   Name of case: Patrick Dolan v. City of Oxnard
   Workers' Compensation Case Nos: ADJ9891599; ADJ10119116; ADJ9798150; ADJ10119115; ADJ5565372; ADJ10373079; ADJ10373078
   Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   (Government Code section 54956.9(d)(1))
   Name of case: Aaron Starr v. City of Oxnard
   Ventura County Superior Court, Case No. 56-2017-00494475-CU-WM-VTA
   Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   (Government Codesection 54956.9(d)(2))
   Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.
   Legislative Body: City Council

In addition to the listed cases for items 1 and 2, the City Attorney announced the City Council would recess to a closed session for item 3 regarding a potential class action claim by Aaron Starr seeking a refund of certain utility charges.

At 4:45 p.m., the City Council recessed to a closed session. Councilmember Lopez arrived via videoconference at 5:00 p.m. At 5:37 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS

1. Public Works Department

SUBJECT: Award Contract for Hueneme Road Recycled Water Pipeline - Phase II.

RECOMMENDATION: That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8241 with Blois Construction, Inc. in the amount of $13,713,961 (base bid + additive items) for the Hueneme Road Recycled Water Pipeline Phase II (Rebid 2) PW 17-42R2 (Project No. 106002).

2. Approve $1,371,396 for project contingency for the Hueneme Road Recycled Water Pipeline Phase II; and

3. Approve $1,371,396 for engineering, inspection, survey and project management for the Hueneme Road Recycled Water Pipeline Phase II.

Tatiana Arnaout, City Engineer, gave a report. Public comments were received from Lawrence Stein. Discussion ensued among the Council and staff.

*It was moved by Councilmember Perello, seconded by Councilmember Basua*, to approve the recommended action as presented. VOTE: Lopez, Basua, Perello, MacDonald, and Zaragoza voted in favor; the motion carried 5-0. Councilmember Madrigal was absent.

2. Public Works Department

SUBJECT: Award Contract for Aquifer Storage and Recovery (ASR) Completion Project PW 20-08R. (0/5/5)

RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8261 with Spiess Construction Co., Inc. in the amount of $4,167,000 for the Aquifer Storage and Recovery (ASR) Completion Project (206502);
2. Approve $416,700 for project contingency for the ASR Completion Project; and
3. Approve $416,700 for engineering, inspection, survey and project management for the ASR Completion Project.

Tatiana Arnaout, City Engineer, gave a report. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Councilmember Lopez, seconded by Councilmember Basua*, to approve the recommended action as presented. VOTE: Zaragoza, Perello, Basua, and Lopez voted in favor; the motion carried 4-0-1. Mayor Pro Tem MacDonald abstained and did not participate, due to the proximity of his residence to the location of the project. Councilmember Madrigal was absent.

3. Finance Department

SUBJECT: 2021 Water Revenue Bonds. (15/10/10)

RECOMMENDATION:

1. That the City Council adopt **Resolution No. 15-411** approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, escrow agreements, and a bond purchase agreement with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed $30,000,000, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto; and

Kevin Riper, Chief Financial Officer, introduced Craig Hill from NHA Advisors,. Mr. Hill gave a report. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello,* to approve the recommended action as presented. VOTE: Lopez, Basua, Perello, MacDonald, and Zaragoza voted in favor; the motion carried 5-0. Councilmember Madrigal was absent.

2. That the Board of Directors of the City of Oxnard Financing Authority adopt **Finance Authority Resolution No. 54** approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, escrow agreements, and a bond purchase agreement with respect to the issuance of bonds in an aggregate principal amount not to exceed $30,000,000, appointing a trustee, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto.

*It was moved by Councilmember Perello, seconded by Councilmember Lopez*, to approve the recommended action as presented. VOTE: Basua, Perello, MacDonald, Zaragoza, and Lopez voted in favor; the motion carried 5-0. Councilmember Madrigal was absent.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS (None.)

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Gabriel Teran (Measure M), Douglas Partello (Consultant & Public Landscaping and Parks), Pastor Greg Runyon (Congratulated Council and Chief Benites, thanked them for their service, and encouraged residents to treat each other with respect and kindness), Larry Barbarine (RiverPark Park Fountain, Federal Funding, and Utility Funds), Lawrence Stein (Parks Master Plan/College Park), Sofia Vega (Street Vendors), Arianna Rabago (Climate Change Financial Impact), Peggy Rivera (Seven Deaths at the Vagabond Inn), Chris Hernandez (Street Vendors), and Regina Larios (Daughter of Peggy Larios, Project Room Key Program, died at the Vagabond Inn), Lucy Cartagena (Homeless Concerns and Deaths).

H. REPORT OF CITY MANAGER

1. City Manager Department

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

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

I. CITY COUNCIL REPORTS

City Manager Department

SUBJECT: Appointment of Councilmembers to Serve on Various Boards, Commissions, and Committees.

RECOMMENDATION:
1. That the Mayor, with the approval of the City Council, appoint members and alternates from the City Council to the:

a) Association of Water Agencies for Ventura County (one primary and alternate);
b) Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate);
c) Clean Power Alliance Board of Directors (one primary and two alternates)*
d) Cultural Arts Committee (two primary);
e) Economic Development Collaborative - Ventura County (one primary)
f) Gold Coast Transit District (one primary and alternate);
g) Las Cortes Housing Development Corporation (two primary);
h) Oxnard Convention & Visitors Bureau (one primary and alternate);
i) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (two primary and alternate);
j) Regional Defense Partnership for the 21st Century (one primary and alternate);
k) Ventura Council of Governments (one primary and one alternate);
l) Ventura County Animal Regulation Commission (one primary and alternate);
m) Ventura County Regional Energy Alliance (one primary and alternate);
n) Ventura County Transportation Commission (one primary)
o) Ventura Regional Sanitation District (one primary and alternate);

*Alternate may be a staff member.

2. That the City Council, as a whole, appoints two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate.

The City Manager presented the recommendation. Public comments were received from Ray Blattel.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua* to approve the recommended action items 1and 2. VOTE: Zaragoza, MacDonald, Perello, Basua, and Lopez voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

CITY COUNCIL REPORTS

Councilmember Lopez thanked staff and volunteers for the clean-up work done at Ormond Beach and Port Hueneme Beach; and asked staff to continue to address the illegal dumping

issues in that area. An announcement was made that the City of Oxnard is launching the Oxnard Employee Pipeline which will train local residents to get the skills they need and guarantee them an interview with Oxnard companies. The program was created in partnership with Oxnard College and the Chamber of Commerce, and offers residents the chance to take three classes and receive a certificate that will guarantee them an interview with an Oxnard company.

Councilmember Perello thanked the City Manager for his comments. Encouraged residents to get involved and help find solutions to the homeless problem in our community.

Mayor Pro Tem MacDonald commented on the Halico and Port Hueneme Road cleanup efforts. He has been meeting with other groups and outside agencies to find a positive potential approach to deal with Halico.

Mayor Zaragoza announced that he participated in the selection committee comprised of all the Mayors in Ventura County. Mayor Zaragoza has been selected to participate as a board member on the Air Pollution Control (LAFCO). He also virtually participated in the Martin Luther King Celebration event and reminded the public and staff to wear their masks.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 though L-6 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel, Pat Brown, and Chris Hernandez.

L. INFORMATION/CONSENT AGENDA

1. Police Department

SUBJECT: Resolution Approving Extension of CalVIP Grant 2018-2020.

RECOMMENDATION: That the City Council adopt **Resolution No. 15-412**:
1. Authorizing the City Manager to approve an extension for use of the $500,000 in Board of State and Community Corrections (BSCC) grant funding for the 2018-2020 California Violence Intervention and Prevention (CalVIP) project to reduce gang and youth violence through direct intervention, youth employment, and community engagement;
2. Authorizing the City Manager or designee to execute a grant agreement for funding from the State of California/BSCC for the CalVIP Program from May 1, 2020 to December 31, 2021;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorizing the Oxnard Police Department/Office of Youth Safety to submit non-financial reports.

2. Police Department

SUBJECT: Resolution Approving of CalVIP Grant 2020-2023.

RECOMMENDATION: That the City Council adopt **Resolution No. 15-413**:
1. Authorizing the City Manager to approve the grant application of $500,000 in Board of State and Community Corrections (BSCC) grant funding for the 2020-2023 California Violence Intervention and Prevention (CalVIP) project to be used for the Drag Racing Against Gangs and Graffiti (DRAGG) after school program offering high school youth mentorship, career exploration, employment preparation, social

emotional learning, workplace soft skills, community engagement, and scholarships to its participants for continuing education;
2. Authorizing the City Manager or designee to execute a grant agreement for funding from the State of California/BSCC for the CalVIP Program from October 1, 2020 to December 31, 2023;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorizing the Oxnard Police Department/Office of Youth Safety to submit non-financial reports.

3. Community Development Department

SUBJECT: Sixth Annual Recognized Obligation Payment Schedule 2021-2022 - Total Amount: $9,976,894.

RECOMMENDATION: That the Community Development Commission Successor Agency adopts **CDCSA Resolution No. 38** approving the Sixth Annual Recognized Obligation Payment Schedule (ROPS) 21-22 covering the period of July 1, 2021 - June 30, 2022.

4. Fire Department

SUBJECT: Approve submission of application for 2020 Emergency Management Performance Grant (EMPG)

RECOMMENDATION: That City Council adopts **Resolution No. 15-414**:
1. That ratifies the submission of the application for 2020 Emergency Management Program Grant (EMPG);
2. That authorizes the City Manager or designee to execute grant agreements in the amount of $46,604.75 for the purpose of offsetting the salary of the Emergency Services Manager;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

5. City Attorney Department

SUBJECT: Council Vacancy Ordinance Adoption

RECOMMENDATION: That the City Council adopt Ordinance No. 2995 adding Section 2-3.1 to Chapter 2 of the Oxnard City Code regarding the filling of Council vacancies.

6. Public Works Department

SUBJECT: Third-party Water Purveyor Pass-through Rate Adjustment Analysis.

RECOMMENDATION: That the City Council receive and file the third-party water purveyor pass-through rate adjustment analysis.

*It was moved by Mayor Zaragoza, seconded by Mayor Pro Tem MacDonald,* to approve the Information/Consent items as presented. VOTE: Lopez, Basua, Perello, MacDonald, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent.

M. PUBLIC HEARINGS (None.)

N. REPORTS

1. Community Development Department

SUBJECT: Update on the City of Oxnard's Participation in The Clean Power Alliance.
RECOMMENDATION: That the City Council receive and file an update on the Clean Power Alliance.

Jeff Pengilley, Interim Community Development Department Director, was available to answer questions. Public comments were received from Pat Brown. Discussion ensued among the Council and staff. Report was received and filed, no action needed.

2. Housing Department

SUBJECT: Encampment Response Project Plan Utilizing CARES Act for Coronavirus Response Grants
RECOMMENDATION: That the City Council
1. Receive and approve a plan to respond to an existing homeless encampment near Ormond Beach; and
2. Authorize the City Manager to procure and contract third party to administer temporary housing assistance to effectuate the objectives of the Encampment Response Project Plan.

Emilio Ramirez, Housing Director, reported and answered questions. Public comments were received from Douglas Partello, Pat Brown, Lucy Cartagena, Peggy Rivera, and Chris Hernandez. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem McDonald, seconded by Councilmember Lopez*, to approve the recommended action as presented. VOTE: Zaragoza, MacDonald, Perello, Basua, and Lopez voted in favor; the motion carried 5-0. Councilmember Madrigal was absent.

3. City Attorney Department

SUBJECT: Bridge Jumping Ordinance Introduction.
RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance adding Article XXIII to Chapter 7 of the Oxnard City Code prohibiting bridge jumping.

Stephen Fischer, City Attorney, presented. Public comments were received from Gabriel Teran. Discussion ensued among the Council and staff.

*It was moved by Mayor Zaragoza, seconded by Councilmember Perello*, to approve the recommended action as presented. VOTE: Lopez, Basua, Perello, MacDonald, and Zaragoza voted in favor; the motion carried 5-0. Councilmember Madrigal was absent.

4. Billing and Licensing Department

SUBJECT: Agreements with Elavon for Credit Card Merchant Services.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute the three-year agreements A-8268 (for over the counter non-utility payments), A-8269 (for over the counter utility payments) and A-8270 (for online utility payments) between Elavon, Inc. and the City of Oxnard for credit card merchant services in the amount of $954,000.

Eden Alomeri, Billing and Licensing Director, presented. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello*, to approve the recommended action as presented. VOTE: Zaragoza, MacDonald, Perello, Basua, and Lopez voted in favor; the motion carried 5-0. Councilmember Madrigal was absent.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:28 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. K.2**

**DATE:** July 6, 2021

**TO:** City Council

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

**SUBJECT:** City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center). (0/10/5)

## RECOMMENDATION

That the City Council support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 South C Street (aka "the Service Center").
(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

## BACKGROUND

The City joined the Clean Power Alliance (CPA) in 2018. Consistent with the CPA enrollment protocol, customers were enrolled in a phased manner beginning on February 1, 2019 for residential customers and May 1, 2019 for commercial customers and municipal accounts. The CPA is a community choice energy (CCE) program through community choice aggregation (CCA), established as a Joint Powers Authority (JPA) of counties and cities. As a CCE program, the CPA purchases clean power and sells it to customers, while Southern California Edison (SCE) remains responsible for delivery, billing, and resolving any electricity service issues. A CCA program provides for government-led procurement of electricity for customers within their jurisdictional boundaries who elect to remain a program participant.

The goals of a CCA program include increasing the amount of renewable energy provided to residents, creating local clean energy jobs, reducing greenhouse gas emissions, and providing greater public accountability in energy decisions, generally at a cost savings compared to the incumbent electricity provider. CPA procures its renewable energy from a mix of eligible resources; these primarily come from solar and wind power, but also include small amounts of geothermal, biomass, and small hydroelectric power. Since 2018, CPA has entered into long-term power purchase agreements for over 1,300 megawatts of new renewable energy and over 700 megawatts of new battery energy storage. CPA continues to seek economically viable local renewable energy and battery storage projects and will be pursuing local community solar projects in disadvantaged areas in Ventura County; locally, these are census tracts which are primarily located in Oxnard and Ventura; this program will be released in the near future and is known as the Power Share Program.

## DISCUSSION

The Power Ready Program was developed by the CPA to install solar and storage system(s) at critical load facilities for backup or emergency power. Installation, maintenance, and operations are at no cost to the City. The Power Ready Program offers CPA member agencies the opportunity to host a solar + battery storage system at a critical facility in their jurisdiction. The goal is for the CPA to install one project at each feasible member agency location.

In exchange for hosting this energy storage system, the agency will re generate solar savings, which CPA will use to pay for the power purchase agreement (PPA) that CPA will enter into with the third party project developer. The City will simply continue to pay their monthly bill, but instead of paying for energy and demand costs, they will pay CPA for solar+storage. The program will keep the City's monthly bills cost neutral, meaning bills will not be any higher than they would have been without the systems, and could potentially even bring some savings to the City. CPA will contract with a developer/financier to fund all of the CPA Power Ready Program sites as one aggregated portfolio of sites, and CPA will pay the PPA cost on behalf of the member cities.

The CPA approached the City requesting submission of five potential city facilities for consideration for enrollment in the Power Ready Program. The city selected Power Ready sites must be currently served by CPA, considered a critical facility, require substantial energy for operations, have good solar orientation and sufficient land area, and roof integrity to support the rooftop solar installation. The five potential city facilities submitted to CPA included: Service Center (214 South C Street), Oxnard City Hall (300 West Third Street), the Oxnard Main Library (251 South A Street), the Performing Arts Center/PAC (800 Hobson Way), and the Police building (251 South C Street).

The CPA determined that the Service Center was the most appropriate location for the solar and battery installation because it can support the largest sized solar photovoltaic (PV) system (195 kW versus 188kW for the next largest at the Oxnard Main Library) to help the CPA pay for the cost of the battery and PV equipment. This location also meets the criteria of hosting critical city functions. The second choice which was the Oxnard Main Library. which can host 188kW) presents as a very good second choice, but rooftop installation and roof integrity is anticipated to be problematic. Carport PV installation was considered but installation costs do not make financial sense when considering the viability of an adjacent viable rooftop PV option (Service Center).

Additionally, within the context of all of the city's site submissions, the CPA consultant eliminated Oxnard City Hall, and the Oxnard Police Station in its analysis because those sites cannot support PV arrays as large as the Service Center or the Main Library. The PAC was eliminated because the current energy usage was not high enough on the existing facility.

Solar and Battery Storage Specifications for 214 South C Street

The Service Center was identified as a critical facility due to the divisions hosted in the building (Building and Safety, Planning, Traffic Engineering, Code Enforcement, and Billing & Licensing). The Fire Department operations, including the Emergency Operations Center, is located within the Fire Department Headquarters on the northeast corner of Service Center at Second Street and C Street (see Attachment A for full view of Power Ready Project Site). This portion of the Service Center building is supported with an emergency generator; this generator provides robust backup power for the EOC and Fire Department building. The Service Center does have access to the emergency generator, but only for lighting, not power to serve computers, or retrieve records or secure map data. In the event of an emergency, the City's Service Center building would be limited in its ability to operate or support the EOC through records, utility data, permit information, etc.

Based upon roof capacity, the CPA/CPA consulting team has developed conceptual sizing for the Power Ready program installation for a 195.2 kilowatt ( kW) solar PV system and a 400 kWh (kilowatt-hour) battery system at the Service Center. A PV system of this size is expected to generate 327,448 kW annually. The Oxnard Service Center currently uses 535,940 kWh annually.

The conceptual sizing of the battery installation is to provide approximately 20% of the energy capacity for emergency backup in the event of a power outage. The battery project will provide at least four hours of backup for critical loads only that are defined by Oxnard. The city would likely have the ability to extend the backup timeframe through active load management of critical loads. As long as the sun is shining however, this solar plus battery storage system can run indefinitely; during a prolonged outage it will be able to recharge using solar. The on-site backup generator can contribute to this mix but will be limited to fuel on hand. The presence of a generator will not and has not impacted how the CPA consultant has modeled solar PV plus energy storage at the Oxnard Service Center. A future site visit will determine the precise location of the battery storage system, which is typically the size of a few parking spots.

Next Steps

Staff and the CPA are aware of pending legislation, Assembly Bill (AB) 1139 – Net Energy Metering, which may impact solar installation in the future. The City and CPA will continue to evaluate this potential legislation. The City's participation in the Power Ready project is free of charge to the City. Therefore, if (AB) 1139 passes, the fiscal impact will be borne by the CPA.

Should the Committee and Council support continued evaluation and enrollment of the site in the Power Ready program, a site visit with CPA would occur in mid Summer. If the site is determined viable through an on-site inspection, the City would be required to sign a memorandum of understanding (MOU) for participation in the Power Ready program. This MOU would be in effect for the term of the Power Purchase Agreement (PPA) that CPA will enter into for the development of the systems. CPA will provide the MOU once, and if, the site is determined feasible. The MOU will then be reviewed by the City Attorney's office, and provided to Council for review and approval. Cities will have the ability to terminate the Power Ready MOU without cost up until a specific timeframe. The provisions of the MOU (terms, buy out clauses, termination, etc) will be communicated if and when the MOU is presented to the City Council. The City and the CPA would initiate a lease agreement through a MOU for use of the property in Fall 2021. The PPA that CPA will enter into for the development of the systems will be approved by the CPA Board of Directors. It is currently anticipated that the earliest construction could commence for this program is Q3 2022.

## STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

## FINANCIAL IMPACT

This agenda item is to continue evaluating the feasibility of the CPA selected location and therefore, there is no fiscal impact as a result of this evaluation. If the City proceeds with the program, the fiscal implications to the City associated with the MOU contract agreement will be evaluated when contract documents are provided.

## COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

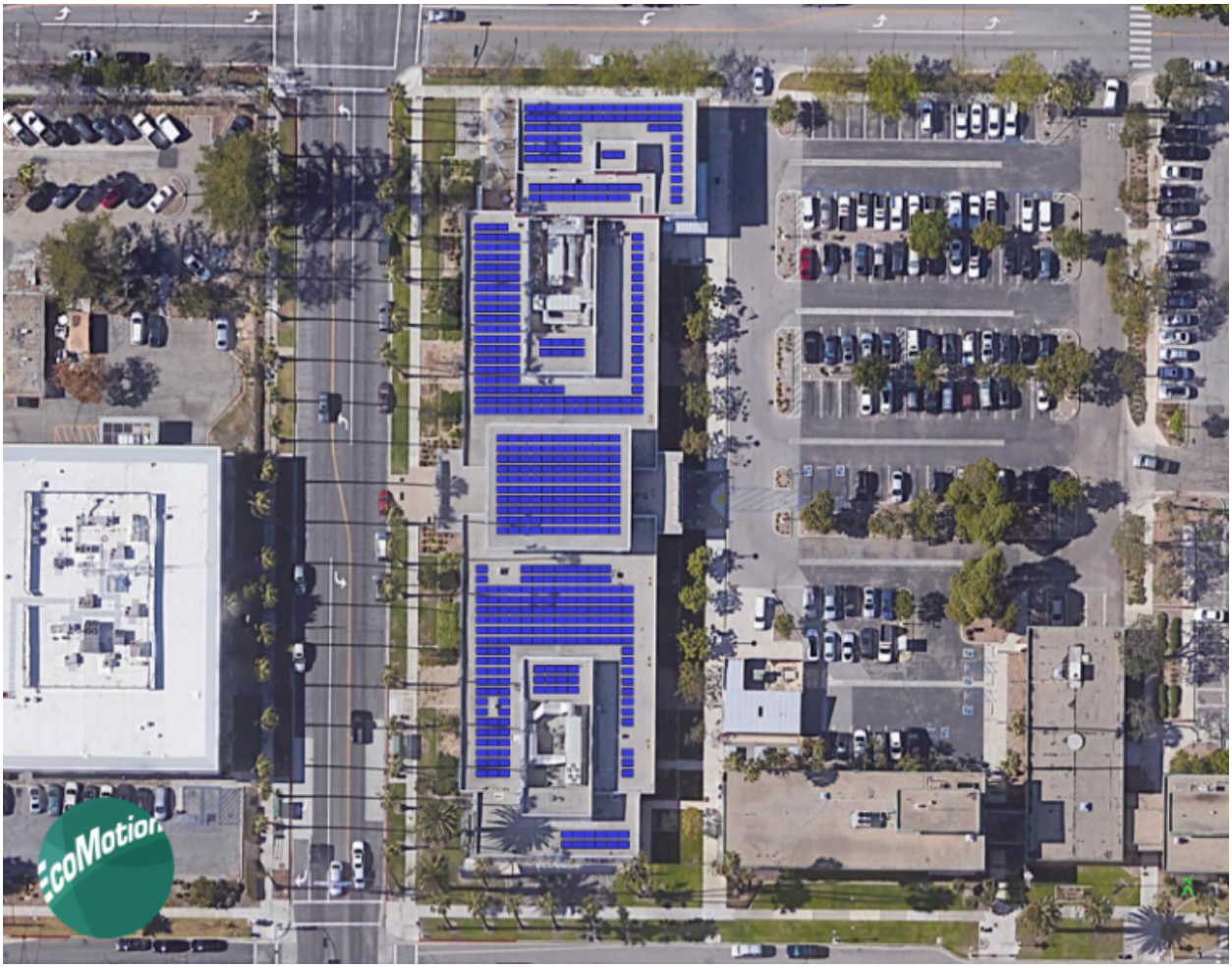
*Prepared by: Kathleen Mallory, Planning & Sustainability Manager*

## ATTACHMENTS

1. Attachment A - Solar Panel Installation 214 South C Street (Draft)

# ATTACHMENT A – 214 S. C STREET

## Power Ready Project Site



CITY OF OXNARD CALIFORNIA

# CITY COUNCIL AGENDA REPORT

## INFORMATION/CONSENT AGENDA
## AGENDA ITEM NO. K.3

**DATE:** July 6, 2021

**TO:** City Council

**FROM:** Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

**SUBJECT:** Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the amount of $265,000.

## RECOMMENDATION

That the City Council adopt a resolution accepting a donation of one (1) Lenco BearCat rescue vehicle to the City of Oxnard, for use by the Oxnard Police Department, and authorizing the Mayor to execute a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation relating to the City's use of the same.
(This item did not originate in Committee.)

## BACKGROUND

The Oxnard Community K-9 Foundation (Donor) offered to assist the City of Oxnard and the Oxnard Police Department in addressing the recent fiscal challenges of replacing police vehicles. Donor, a non-profit organization, recently secured a grant for the expressed purpose of purchasing a vehicle for use by the Oxnard Police Department's K-9 Unit and the Special Enforcement Unit.

The Donor's purchase of $265,000 was used to acquire one (1) Lenco BearCat. The vehicle is currently in production and will be delivered to the Donor sometime in June of 2021. Donor intends to provide this vehicle to the Oxnard Police Department, and has requested the City of Oxnard enter into a Memorandum of Agreement (MOA) with the Donor, for the purpose of memorializing their transfer to the Oxnard Police Department's police vehicle fleet.

Under the provisions of the MOA, the vehicle would be transferred to the Oxnard Police Department's possession, and added to the police vehicle fleet. Per the MOA, the City of Oxnard and the Oxnard Police Department would accept the equipment and all responsibilities related to such ownership, and indemnify the Donor. Once the vehicle is determined to no longer be suitable for such service, the ownership of the equipment and responsibility for them shall revert back to the Donor.

The Lenco BearCat is the standard tactical armored rescue vehicle for special operations units within the US Law Enforcement community. It has been used by the Oxnard Police Department for nearly two decades, and is also used by the Ventura Police Department and the Ventura County Sheriff's Office.

## STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

## FINANCIAL IMPACT

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Eric Sonstegard, Assistant Police Chief*

**ATTACHMENTS**

1. 210706 K-9 Agreement for Gifting ARV
2. 210706 City of Oxnard Resolution-K9 Foundation Donation

**MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT**

THIS MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT (**"Agreement"**) by and between the City of Oxnard, a California municipal corporation (referred to herein as **"City"**) and the Oxnard Community K9 Foundation, a California non-profit corporation (referred to herein as **"Donor"**) is made and entered into as of July 6, 2021. City and Donor are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

**RECITALS**

A. WHEREAS, Donor has applied for and has received a grant for the purchase of certain Equipment (defined below); and

B. WHEREAS, the Equipment was purchase for the price of $265,000; and

C. WHEREAS, Donor has purchased the Equipment and wishes to donate the Equipment to the City for the benefit of, and for the sole use by, the Oxnard Police Department K9 Unit (referred to herein as **"OPD K9 Unit"**); and

D. WHEREAS, City desires to accept ownership of the Equipment for the benefit of and sole use by the OPD K9 Unit, along with all responsibilities and liabilities related to such ownership, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached **Exhibit A** (referred to herein as **"Equipment"**), which is incorporated herein by this reference, to City. Title to the Equipment will vest in City and promptly upon execution of this Agreement by the Parties, Donor shall take all steps and provide any and all documentation necessary to record the transfer of title in the Equipment from Donor to City.

2. **Use of Equipment.** Donor intends that the Equipment is being donated for the benefit of and for the Oxnard Police Department. City further agrees that upon retirement of the Equipment, or at such time as the Equipment is no longer needed or the Equipment is no longer being utilized by the Oxnard Police Department, ownership of the Equipment shall revert back to Donor, and City shall execute all necessary documents required to transfer ownership of the Equipment back to Donor. City shall comply with all local, state and federal laws relating to the use, insurance, and maintenance of the Equipment while it is in use by the City.

3. **No Payment.** Donor and City agree that each party's performance of this Agreement constitutes full consideration and that City is not obligated to pay for the Equipment.

4. **"Outfitting" Equipment.** City shall, at its sole cost and expense, be responsible for all work and costs associated with "outfitting" the Equipment that hasn't already been installed by the manufacturer.

5. **Maintenance.** City, at its sole cost and expense, shall be responsible for all necessary and required maintenance and repair of the Equipment.

6. **Transportation of Equipment.** Donor shall be responsible for transporting the Equipment to the Oxnard Police Department following execution of this Agreement.

7. **No Warranty.** City agrees and acknowledges that the Equipment is sold, conveyed, donated, or otherwise transferred "AS IS" without any warranties of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by City's receipt and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

8. **Release of Liability.** By executing this Agreement, City expressly waives, exempts, releases and discharges Donor, its directors, officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to City's receipt and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its directors, officers and employees, or by any other cause.

9. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and City to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

10. **Assignment.** City shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which may not be

unreasonably withheld. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement.

11. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

13. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

14. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

15. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

17. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

18. **Effective Date.** This Agreement shall take effect on the date first written above, or immediately upon execution by all parties and any necessary approval by the City Council.

19. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights and remedies hereunder.

***ALL SIGNATURES ON THE NEXT PAGE***

# MEMORANDUM OF AGREEMENT FOR USE OF DONATED EQUIPMENT

**CITY OF OXNARD**

_____
John Zaragoza, Mayor

**ATTEST:**

_____
Rose Chaparro, City Clerk

**APPROVED AS TO FORM**

_____
Stephen M. Fischer, City Attorney

**APPROVED AS TO CONTENT**

_____
Jason Benites, Police Chief

**OXNARD COMMUNITY K9 FOUNDATION**

_____
Daniel Casson, President

**EXHIBIT A**

**DESCRIPTION OF DONATED EQUIPMENT**

One (1) Lenco BearCat, with the following Vehicle Identification Numbers:

- 1FDUF5HTXLDA09146

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACCEPTING A DONATION OF ONE (1) LENCO BEARCAT AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT RELATING TO THE CITY'S USE OF THE SAME

WHEREAS, the Oxnard Community K9 Foundation ("Foundation") has applied for and was awarded a grant for the purchase of one (1) Lenco BearCat in the amount of $265,000; and

WHEREAS, the Foundation wishes to donate the Lenco BearCat to the City of Oxnard ("City") for the City's benefit; and

WHEREAS, the City desires to accept ownership of the Lenco BearCat and all responsibilities and liabilities related to such ownership.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to accept the vehicle from the Foundation valued at $265,000 and authorizes the Mayor to execute a Memorandum of Agreement with the Foundation relating to the City's use of the Lenco BearCat.

PASSED AND ADOPTED THIS 6th day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

John Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. K.4**

**DATE:** July 6, 2021

**TO:** City Council

**FROM:** Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

**SUBJECT:** Third Amendment to Agreement A-7974 with the County of Ventura Work Release Program.

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7974 with the County of Ventura to extend the term to July 18, 2024 for maintenance tasks and special projects.
(Public Works and Transportation Committee approved 3-0.)

## BACKGROUND

Since 2009, the County of Ventura (County) has provided work release crews to the City of Oxnard (City) to assist with a variety of maintenance tasks and special projects for multiple divisions within the City's Public Works Department. The County Work Release program assists the City with medians, weed abatement, debris removal, and improvement projects. County Probation Agency staff provides supervision and transportation for work release crews. Additionally, crews are covered under the County's medical and worker's compensation plans. City staff provides task direction and training for all crews. City staff collaborates with the probation officers to enforce rules and ensure that crews are working efficiently. This Agreement has provided a cost-effective method for the aforementioned work throughout the City.

On July 18, 2017, the City and County entered into Agreement A-7974 (Agreement) to provide services for three (3) years. The Agreement provided services within Community Facility District No. 5 (Riverpark), Measure O Maintained Parks, and streets and medians. The First Amendment to the Agreement was approved by the City Council on December 4, 2018, which allocated additional funding from the City's Streets Division. The Second Amendment with the County increased the agreement value by $235,000 for a new not to exceed amount of $925,000, and extended the agreement term through July 18, 2021.

The table below shows the history of the Agreement and Amendments.

| AGREEMENT/ AMENDMENT | COUNCIL APPROVAL | VALUE AMOUNT | AMENDMENT AMOUNT | TOTAL AMOUNT | EXPIRATIO DATE |
|---|---|---|---|---|---|
| A-7974 | July 18, 2017 | $540,000 | N/A | $540,000 | July 18, 2020 |
| First Amendment | December 4, 2018 | $540,000 | $150,000 | $690,000 | July 18, |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | 2020 |
| Second Amendment | July 29, 2020 | $690,000 | $235,000 | $925,000 | July 18, 2021 |
| Third Amendment* | July 6, 2021 | $925,000 | N/A | $925,000 | July 18, 2024 |

*Pending approval

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

**FINANCIAL IMPACT**

There is no additional cost to the Third Amendment to the County Work Release Agreement. This Amendment will only extend the term date to July 18, 2024. The Special Districts funding is based on the availability budget in the Special Projects allocation. The available budget does not automatically allocate those funds to projects with the County Work Release program. Funding will be allocated based on individual budgets in the Public Works divisions utilizing this agreement.

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Steve Howlett, Assistant Public Works Director*

**ATTACHMENTS**

1. Agreement A-7974 3rd Amendment
2. Agreement A-7974 Original, 1st and 2nd Amendment

# THIRD AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY

This Third Amendment ("Third Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County, previously entered into on July 18, 2017 and later amended on December 4, 2018, and July 29, 2020 ("Agreement") is made and entered into in the County of Ventura, State of California, this _____day of _____, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County").

City and County agree as follows:

1. Section 1 of the Agreement (Term) is hereby deleted in its entirety and replaced with the following:

> "This Agreement shall terminate on July 18, 2022, unless sooner terminated by either party, with the option of two additional one year extensions on the written agreement of both parties."

2. In Section 3 of the Agreement (Compensation), the following changes are made:

(1) The fifth sentence is deleted and replaced with:

"The revised rate is deemed to be incorporated by reference herein at the time of written notification thereof to the Agency, unless Agency, within 30 days after said written notification, provides notice of termination of this Agreement, as provided elsewhere in this Agreement."

3. Except as expressly amended by this Third Amendment, all terms of the Agreement remain the same and continue in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

_____

John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ Buyer_____

Date

**COUNTY OF VENTURA**

_____

Mark Varela,[2] Date

Director/Chief Probation Officer

ATTEST:

_____

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

_____

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

[1]The City Council must authorize and the Mayor must sign the amendment if the original contract and nil 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.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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-7974

# VENTURA COUNTY AGREEMENT FOR WORK RELEASE LABOR INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of July, 2017, by and between the County of Ventura ("County") and the City of Oxnard ("Agency"). The purpose of this Agreement is for County to provide to Agency labor performed by participants in County's Work Release Program ("Participants").

Now, therefore in consideration of the mutual promises, obligations, and covenants hereinafter contained, Agency and County agree as follows:

1. Term. This Agreement shall commence on the date first written above and shall terminate three (3) years thereafter, unless sooner terminated by either party.

2. Scope of Services. In consideration for fees paid under paragraph 3 below, County will furnish labor, transport Participants to and from work locations unless other mutually agreed upon written arrangements are made, and supervise the Participants in completing mutually agreed upon projects. Tasks may include, but are not limited to the following:

   a. Weed abatement within Agency maintained areas. This includes Agency parks, detention basins, trail systems, and medians.

   b. Trash abatement within Agency maintained areas.

   c. Landscape renovation within Agency maintained areas to include but not limited to: Removal of dead/dying plant material, soil preparation, planting of replacement plant material, and trimming of plant material.

   d. Work with the Agency's irrigation crews performing maintenance and repair within Agency maintained areas.

   e. Work with the Agency's mower crew performing the following tasks: use of string trimmer edger and blower within Agency maintained areas.

   Participants will work collectively in a "Crew." The normal size of a supervised Crew will be 8 to 12 individuals, supervised by one County employee from the Probation Agency. The number of Crews provided will depend on availability of Participants and the needs of the Agency.

   Before Participants begin work, Agency will provide clear direction as to the location, nature, and scope of work to be performed by Participants. Agency will, at all times during the period when Participants are performing work, make available a person who will serve as a point of contact to answer questions about the location, nature, and scope of work, and to provide inspection and verification of work, upon request by County, Crew, or Participants. The point of contact person must be available for immediate response.

COUNCIL APPROVED
7/18/2017 MP
DATE

3. Compensation. Agency must pay County a rate of $550 per Crew per day. The City will pay the County from three distinct funds that cannot be commingled. Thus, the maximum amount of this three-year agreement is $540,000. The County's rate will be recomputed annually and revised accordingly, determined by County, based on County's costs and thereafter charged at revised rate; the County shall give the City thirty (30) days' notice before any such change. Such revision and rate are deemed to be incorporated by reference herein at the time of written notification thereof to Agency.

4. Supervision. Supervision of Participants will include enforcement of Work Release policies, including transportation of any Participant who refuses to work, becomes unable to work, or disrupts the work, and supervision of work performed by Participants for Agency.

5. Replacement of Problem Participants. If, due to the removal of a Participant from a Crew, it becomes necessary to replace that Participant, and if a replacement Participant is immediately available, County will make reasonable efforts to provide a replacement Participant.

6. Supplies and Materials. Agency will provide all necessary tools, supplies and materials, including any safety equipment, needed by Participants to complete the assigned projects. Agency will provide a safe working environment, including, but not limited to, any necessary signage, barriers, or other safety devices typically used for similar work when performed by Agency personnel.

7. Injuries. Where County furnishes supervision for labor to Agency, County will provide for necessary medical treatment for injuries or illness suffered by Participants while in the course and scope of the performance of labor provided under this Agreement. Should Workers' Compensation benefits be required, County will provide such benefits to Participants.

8. Mutual Indemnification. Each party must hold harmless, immediately defend, and indemnify the other party and its directors, councilmembers, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons and damage to property to the extent arising out of, resulting from, or in connection with, the indemnifying party's performance or failure to perform any of its obligations in this Agreement. The provisions of this paragraph will survive the term and termination of this Agreement.

9. Insurance:
   a. County must maintain a program of self-insurance during the performance of any services under this Agreement meeting the requirement of the insurance coverage specified in Exhibit Ins-D, attached hereto and incorporated herein by reference. Agency acknowledges that County is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Agency is self-insured for general liability claims in accordance with Government Code sections 989 and 990.

b. County must, prior to performance of any services, file with the Agency's Risk Management evidence of coverage as specified in Exhibit Ins-D.

c. Maintenance of insurance coverages by County is a material element of this Agreement. County's failure to maintain insurance coverages may be considered a material breach of this Agreement.

10. Accounting. Upon request by Agency, County will provide an accounting of the number of Crews employed by Agency during each month.

11. Independent Contractor. In the performance of this Agreement, County is an independent contractor, and County's officers, agents, employees, assigns and Participants are not employees of Agency. County has the right to exercise full control over the method of completing the work for the Agency. County's officers, agents, employees, assigns, and Participants are not entitled to receive from Agency any of the benefits or rights afforded employees of Agency, 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. County and its officers, agents, employees, assigns, and Participants has no power to incur any debt, obligation, or liability on behalf of Agency, bind Agency in any manner, or otherwise act on behalf of Agency other than as stated in this Agreement. County and its officers, agents, employees, assigns, and Participants may not, at any time or in any manner, represent that they are in any manner agents, officers or employees of the Agency.

12. Termination. Either party may terminate this Agreement with or without cause at any time, immediately upon written notice to the other.

13. Notices. All notices and other official correspondence relating to this Agreement must be made by depositing first-class postage-paid mail to the address as follows:

**County:**

Mark Varela
Director / Chief Probation Officer
Probation Agency
800 South Victoria Avenue
Ventura, CA 93009

**Agency:**

Dean Yamamoto, Interim Parks Manager
City of Oxnard
1060 Pacific Avenue, Building 3
Oxnard, CA 93030

Or to such other address as either party may designate hereinafter in writing delivered to the other party. Said notice will be deemed to have been received three (3) days after mailing.

14. Assignment. This Agreement may not be assigned by the County, either in whole or in part, without the written consent of the Agency.

15. Amendment. No alteration or variation of this Agreement is valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein is binding on any of the parties hereto.

16. Payment. County may submit monthly written invoices based upon the services rendered under this Agreement, and Agency must pay the undisputed amounts on those invoices within sixty (60) days of the Agency's receipt of said invoices. The County may issue separate invoices or one combined invoice for services rendered, but in either case, each invoice must state clearly whether the particular listed services were rendered for the City, River Park, or College Park regions.

17. Force Majeure. Neither Agency nor County is responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts include, but are not 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.

18. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

19. Governing Law; Venue. The construction and interpretation of this Agreement and the rights and duties of Agency and County hereunder are governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement is in the Ventura County Superior Court.

20. Compliance with Laws. Agency and County must comply with all applicable state and federal laws and regulations pertaining to the services performed by County under this Agreement.

21. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision.

22. No Waiver. No waiver of a breach of any provision of this Agreement by either Agency or County will constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or County to enforce at any time, or from time to time, any provision of this Agreement, must not be construed as a waiver of such provision or breach.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed as original and all of which, when taken together, are deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email, or by other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

24. Arbitration. In the event of any dispute with regard to the provisions of this Agreement, the services rendered, or the amount of County'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.

25. Expenses of Enforcement. Each party is responsible for its respective costs of litigation, including attorneys' fees and expenses, which may include investigation fees and expert witness fees, that arise as a result of any dispute involving the terms and conditions of this Agreement.

26. Authority to Execute. Agency acknowledges that the people executing this Agreement have been duly authorized by the City Council to do so on behalf of Agency. County acknowledges that the person executing this Agreement has been duly authorized by County to do so on behalf of County.

27. Entire Agreement. 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.

28. Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

29. Audit. The State Auditor may examine and audit Agency, County, or both, for a period of three (3) years after final payment under the Agreement. County must maintain and preserve all such records for a period of at least three (3) years after final payment under the Agreement.

[Signatures on next page]

**IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.**

AGENCY:
CITY OF OXNARD

Tim Flynn, Mayor

COUNTY OF VENTURA:

Mark Varela,
Director/Chief Probation Officer

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Art Gutierrez,
Interim Maintenance Services Manager

Daniel Rydberg, P.E., Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

**IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.**

AGENCY:
CITY OF OXNARD

Tim Flynn, Mayor

COUNTY OF VENTURA:

Mark Varela,
Director/Chief Probation Officer

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Art Gutierrez,
Interim Maintenance Services Manager

Daniel Rydberg, P.E., Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

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

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

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

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> 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.

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.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-D.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

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

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

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

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

**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 "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

**PRODUCER**

Telephone:

**NAMED INSURED**

**POLICY INFORMATION:**
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ 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 ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

**OTHER PROVISIONS**

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
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:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. 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: Risk Manager**
**Reference No._____**
**300 W. Third Street, Suite 302**
**Oxnard, CA 93030**

**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 _____

# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ 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

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property 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, volunteers and employees 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:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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: Risk Manager**
**Reference No. _____**
**300 W. Third Street, Suite 302**
**Oxnard, CA 93030**

## 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 _____

**Agreement No. A-7974**

# FIRST AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR INCLDUING TRANSPORATION AND SUPERVISION BY COUNTY

This FIRST Amendment ("First Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County ("Agreement") is made and entered into in the County of Ventura, State of California, this_____day of_____, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County"). This First Amendment amends the Agreement entered into on July 18th, 2017, by City and County.

City and County agree as follows:

1. In Section 3 of the Agreement, the sentence "The City will pay the County from three distinct funds that cannot be commingled" is deleted and replaced with "The City will pay the County from four distinct funds that cannot be commingled."

2. In Section 3 of the Agreement, the figure "$540,000" is deleted and replaced with the figure "$690,000".

3. In Section 13 of the Agreement, the name "Dean Yamamoto, Interim Parks Manager" is deleted and replaced with "Parks and Facilities Manager."

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 Agreement on the date first written above.

**CITY OF OXNARD**

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

~~☒ Alexander Nguyen, City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date 7/31/18

APPROVED AS TO CONTENT:

J. Arthur Gutierrez, Project Manager (required for any agreement amount) — Date

Rosemarie Gaglione, Department Head (if agreement is $25,000.01 or more) — Date 8/3/18

APPROVED AS TO AMOUNT:

Jesus Nava, Assistant City Manager (if agreement is $250,000.01 or more) — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date 9/4/18

**VENDOR/CONTRACTOR/CONSULTANT**

Mark Varela, Director / Chief Probation Officer — Date 10/2/2018

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; 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.

PLEASE DO NOT REMOVE THIS BOX

**Agreement No. A-7974**

# FIRST AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR INCLDUING TRANSPORATION AND SUPERVISION BY COUNTY

This FIRST Amendment ("First Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of December, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County"). This First Amendment amends the Agreement entered into on July 18th, 2017, by City and County.

City and County agree as follows:

1. In Section 3 of the Agreement, the sentence "The City will pay the County from three distinct funds that cannot be commingled" is deleted and replaced with "The City will pay the County from four distinct funds that cannot be commingled."

2. In Section 3 of the Agreement, the figure "$540,000" is deleted and replaced with the figure "$690,000".

3. In Section 13 of the Agreement, the name "Dean Yamamoto, Interim Parks Manager" is deleted and replaced with "Parks and Facilities Manager."

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

[Signatures on next page]

COUNCIL APPROVED
12/4/2018 I3
DATE

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

**CITY OF OXNARD**

Tim Flynn 12/4/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

~~☒ Alexander Nguyen, City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 12/4/18

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) — Date

APPROVED AS TO FORM:

7/31/18

Stephen M. Fischer, City Attorney (required for any agreement amount) — Date

APPROVED AS TO CONTENT:

10-16-18

J. Arthur Gutierrez, Project Manager (required for any agreement amount) — Date

8/3/18

Rosemarie Gaglione, Department Head (if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

NA

~~Jesus Nava, Assistant City Manager (if agreement is $250,000.01 or more)~~ — Date

APPROVED AS TO INSURANCE:

for Mike More 9/4/18

Mike More, Risk Manager (required for any agreement amount) — Date

**VENDOR/CONTRACTOR/CONSULTANT**

10/2/2018

Mark Varela, Director / Chief Probation Officer — Date

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; 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.

PLEASE DO NOT REMOVE THIS BOX

# SECOND AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY

This Second Amendment ("Second Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County, previously entered into on July 18, 2017 and later amended on December 4, 2018 ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of July, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County").

City and County agree as follows:

1. Section 1 of the Agreement (Term) is hereby deleted in its entirety and replaced with the following:

"This Agreement shall terminate on July 18, 2021, unless sooner terminated by either party."

2. In Section 2 of the Agreement (Scope of Services), in the seventh paragraph (first full paragraph after the lettered list), the following sentence is added to the end of the paragraph:

"If required by social-distancing directives issued by state or local public-health officers due to the COVID-19 pandemic, County may, in its own discretion, reduce the size of a Crew to seven or fewer individuals."

3. In Section 3 of the Agreement (Compensation), the following changes are made:

(1) The first sentence is deleted and replaced with:

"Agency must pay County a rate of $550 per Crew per day, except where County has reduced the size of a Crew to seven or fewer individuals, in which case Agency must pay County $55 per individual on a Crew."

(2) The second sentence is deleted and replaced with:

"The City will pay the County from various distinct funds that cannot be commingled."

(3) In the third sentence, the figure "$690,000" is deleted replaced

COUNCIL APPROVED
07/29/2020 K-11
DATE

with "$925,000."

4. In Section 13 of the Agreement (Notices), the name, "Parks and Facilities Manager," is deleted and replaced with, "Public Works Director."

5. Except as expressly amended by this Second Amendment, all terms of the Agreement remain the same and continue in full force and effect.

[Signatures on next page]

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

**CITY OF OXNARD**

Tim Flynn 7/30/20

■ Tim Flynn, Mayor[1] **Date**

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ Buyer_____

Date

**COUNTY OF VENTURA**

_____

Mark Varela,[2] Date

Director/Chief Probation Officer

ATTEST:

Michelle Ascencion 7/30/20

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

APPROVED AS TO FORM:

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

[1]The City Council must authorize and the Mayor must sign the amendment if the original contract and nil 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.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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.

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

**CITY OF OXNARD**

_____

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer_____
Date

ATTEST:

_____

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

APPROVED AS TO FORM:

_____

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

**COUNTY OF VENTURA**

7/1/2020

Mark Varela,[2] Director/Chief Probation Officer Date

---

The City Council must authorize and the Mayor must sign the amendment if the original contract and nil 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.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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.

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. K.5**

**DATE:** July 6, 2021

**TO:** City Council

**FROM:** Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

**SUBJECT:** Purchase Order #8093 with Famcon Pipe & Supply, Inc. for Water Infrastructure Parts and Supplies.

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Purchase Order #8093 with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies in the amount not to exceed $550,000 for a one-year term with an option to extend for an additional year.
(Public Works and Transportation Committee approved 3-0).

## BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

The ability to purchase water infrastructure parts and supplies to repair and replace the water infrastructure during regular preventative maintenance programs and emergency repairs is critical for public health and safety. The current purchase order with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies will expire on July 1, 2021.

### DISCUSSION

The City's Purchasing Division, on behalf of the Water Division, released Request for Bid (RFB) PW 21-68 for water infrastructure parts and supplies on March 15, 2021. Bid submissions were due April 1, 2021. Several potential vendors were directly notified of the RFB as well as being published on the City's website at www.PublicPurchase.com.

The City received a total of two (2) qualified submissions:

1. Famcon Pipe & Supply, Inc.
2. Ferguson Waterworks

Upon a full evaluation by the City's Purchasing Division of the submitted bids, Famcon Pipe & Supply, Inc. (Famcon) was determined to be the lowest, responsive bidder. Famcon has previously been a reliable source in the past for water infrastructure parts that the City has required for maintenance and repairs. Furthermore, staff has confirmed that Famcon meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

**FINANCIAL IMPACT**

The total value for this purchase order with the option to extend for one (1) additional year with Famcon Pipe & Supply, Inc. is $550,000 for water infrastructure parts and supplies. The estimated spending plan for FY 2021-22 is $275,000 and the budget appropriation is included in the proposed budget from the Water Operating Fund 601 (account 601-6010-843-8104). The cost in the subsequent fiscal year for this purchase order, if the option to extend is executed, will be requested during the annual budget process.

| **Famcon Purchase Order #8093**<br><br>**Spending Plan** | | |
|---|---|---|
| FY 2021-22 | FY 2022-23 | TOTAL |
| $275,000 | $275,000 | $550,000 |

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Chris Peyton, Water Operations Manager , Abraham Maldonado, Management Analyst*

**ATTACHMENTS**

1. PO 8093 Famcon Pipe & Supply
2. PW 21-68 Famcon Bid

CITY OF OXNARD CALIFORNIA

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 008093**

DATE: 4/19/2021

**VENDOR PHONE:** (805)485-4350
**VENDOR FAX:** ( ) -
**VENDOR #:** 1819
**VENDOR ADDRESS:** FAMCON PIPE & SUPPLY INC.
200 LAMBERT ST.
OXNARD, CA 93036

**SHIP TO:** WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY | REQUISITION # | REQUISITION DATE | CONFIRMED BY |
|---|---|---|---|
| 07/31/2023 | 0000005405 | 04/14/2021 | DON ISLEY |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 60160108438104 | | EDWIN RAMOS |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|
| 1 | 275,000.00 / DL | PARTS AND SUPPLIES FOR WATER OPERATIONS | 1.0000 | 275,000.00 |

BPO for FY 22
NTE $550,000 for two years
PO for FY 22 and budgeted in that budget
PO required for Council authorization
Scheduled for PWTC 6/8/21
Scheduled for Council 7/6/21
22 00003419 EXP 04/30/22*AM
PROPOSED FY22 BUDGET TO ACCT IS $680K

**TOTAL PURCHASE AMOUNT** **$275,000.00**

**In order to receive payment, email all invoices to:**
**invoices@oxnard.org**

**In the subject line, reference the Purchase Order number above.**

AUTHORIZED SIGNATURE. _____
ee to the attached terms and conditions of the City of Oxnard

# PURCHASE ORDER

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**OXNARD, CA 93030**

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| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

# City of Oxnard
# Request for Bid
# PW-21-68
# Water Infrastructure Parts & Supplies

## Bid Close Date: April 1, 2021
## at or before 2:00 p.m. PT

**Purchasing Division**
300 West Third Street
Oxnard, CA 93030
https://www.oxnard.org/
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

**1.5 Term of Agreement**:
It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if mutually agreed upon for one additional one-year period.

**1.6 Company Profile**

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

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

*BIDDER'S RESPONSE:* Famcon Pipe + Supply Inc (Corporation)

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. *BIDDER'S RESPONSE:* Steve Penza - NONE

ii. *BIDDER'S RESPONSE:* Don Isley, Doug Hampton

iii. *BIDDER'S RESPONSE:* 36 years

iv. *BIDDER'S RESPONSE:* 200 Lambert. St. Oxnard CA 93036

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

*BIDDER'S RESPONSE:* N-A

DESCRIPTION OF PARTS & SUPPLIES

2.0 The specification provides for Water Infrastructure Parts & Supplies in the anticipated amounts as indicated.

Water Infrastructure Parts and Supplies (Exhibit "A" attached)

For parts not on the attached list, can vendor please provide a City Discount.

Please provide discount percentage 20 %

**ATTACHMENT A**
**BID DOCUMENTS**
**FOR**
**Water Infrastructure Parts & Supplies**

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

| No. | Date | No. | Date |
|---|---|---|---|
| NONE | | | |
| NONE | | | |

( ) Check here if "NO Bid".
( ) Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature Don Isley Date 3-24-21
Printed Name & Title Don Isley Water works Manager
Business Name Famcon Pipe + Supply Inc.
Business Address 200 Lambert St.
Oxnard CA 93036
Telephone No. 805-485-4350 Email doni@famconpipe.com
Federal Taxpayer Identification No. 77-0073760

**ATTACHMENT B**

**CITY OF OXNARD**
**SIGNATURE SHEET, AFFIDAVIT**

I, Don Isley

depose and say that I am Waterworks Manager
("Sole Owner", "A Partner", "President", or other proper title)

of Famcon Pipe + Supply Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Don Isley
Signature

3-24-21
Date

# Attachment C

## Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

**Definition of Local Business**

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: N-A

Physical Address:

Phone: E-Mail:

Length of time at this location: Number of Company Employees at this address:

If less than 36 months, list previous City of Oxnard location:

Business License Hours of Operation:

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official Date

Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.**

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. K.6**

**DATE:** July 6, 2021

**TO:** City Council

**FROM:** Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

**SUBJECT:** Approve Caltrans Project Specific Maintenance Agreement A-8251, Third Amendment to Agreement A-8094 with WKE, Inc., and First Amendment to Agreement A-8017 with the County of Ventura for the Rice Avenue at Fifth Street/State Route 34 Grade Separation Project.

## RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8251 between the State of California Department of Transportation and the City of Oxnard for roadway and bridge maintenance on Rice Avenue over State Route 34;
2. Approve and authorize the Mayor to execute a Third Amendment to WKE, Inc. Agreement A-8094, to increase the amount by $96,316.76, for a new not to exceed contract value of $9,005,397.70 to complete the Plans, Specification and Estimates for Project 133101; and
3. Approve and authorize the Mayor to execute a First Amendment to County of Ventura Agreement A-8017, to increase the amount by $154,962.26, for a new not to exceed contract value of $654,962.26 to provide project management assistance associated with Project 133101.

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

## BACKGROUND

The Rice Avenue at Fifth Street Grade Separation (Project) will construct a new six-lane bridge on Rice Avenue in order to grade separate the Fifth Street/State Route 34 intersection and railroad crossing. The new facility will be aligned approximately 250-feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The project will also include a connector road, two new traffic signals, signal improvements at Sturgis Road, Class II on-street bicycle lanes, sidewalks, and American with Disability Act (ADA) improvements.

The California Public Utilities Commission prioritizes this Project third 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 crossing, as well as relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

**CIP Reference:**

**Project No. (133101)** – Rice Avenue & Fifth Street Railroad Grade Separation - CIP 2021-2026 - Adopted May 18, 2021 – Page 118.

### DISCUSSION

**Caltrans Project Specific Maintenance Agreement A-8251**

The State of California Department of Transportation (Caltrans) requires that a Project Specific Maintenance Agreement be established to ensure maintenance and upkeep of the new facility. Once constructed, the State of California will be assigned ownership of the new bridge structure. The agreement defines that the State will maintain "below" the bridge deck including the superstructure, piers, and abutments, while the City will maintain "above" the bridge deck. This includes the roadway surface, drainage, slope paving, embankment, bridge railing, lighting, striping, signage, signals, and sidewalks. The project does not currently include landscaping within the state right of way, however if any landscaping is constructed as part of the project within State Route 34, the City or County of Ventura (County) would be responsible for its maintenance. There is no specific cost estimate for routine maintenance and this action does not allocate maintenance funding. Rice Avenue roadway is currently included in the City's Pavement Management Plan, and once constructed, ongoing maintenance will be part of the Public Works Streets Division.

The agreement does not have a sunset date, however pursuant to a Memorandum of Understanding (MOU) between Caltrans, the City, and County, Caltrans will recommend that the California Transportation Commission adopt Rice Avenue as state highway Route 1. Once the MOU conditions are met and the CTC adopts the roadway, the City will no longer be required to maintain Rice Avenue or the "above" deck components. There is no schedule yet for this action.

**Third Amendment to WKE, Inc. Agreement A-8094**

City Council approved Agreement A-8094 with WKE, Inc. on July 24, 2018 to provide final Plans, Specifications and Estimates (PS&E) for the project. A First Amendment was approved on June 4, 2019 and a Second Amendment was approved on April 21, 2020.

Pursuant to the PS&E agreement, WKE, Inc. is providing right of way engineering, while as part of a Cooperative Agreement between the City and Caltrans, Caltrans is providing right of way acquisition. Additional requirements are necessary since Caltrans will acquire property, including aerial easement appraisals for Union Pacific Railroad right of way, independent review of all appraisals, review of two farmland studies, and development of a Hazardous Material Human Health Risk Assessment document.

In order to satisfy these requirements and to provide additional geotechnical testing, Staff is requesting Council to approve and authorize the third Amendment to WKE, Inc. Agreement A-8094, using $96,316.76 from previously allocated Trade Corridor Enhancement Program grant (Fund 189) to complete the PS&E for Project 133101. There is sufficient budget appropriations for this Third Amendment and it is fully funded by grant funding.

**First Amendment to County of Ventura Agreement A-8017**

City Council approved Agreement A-8017 with the County on November 14, 2017 to provide project management assistance. The County has in-depth experience in design and construction management of complex projects throughout Ventura County such as the U.S. 101/Rice Avenue Overpass. The project limits are also partially located in County jurisdiction.

As a result of shifting the alignment to avoid costly utility relocations, as well as increased right of way requirements, Staff is requesting Council to approve and authorize the First Amendment to County of Ventura Agreement A-8017, using $154,962.26, from previously allocated Trade Corridor Enhancement Program grant (Fund 189) for Project 133101. Continued staff support with managing consultants, coordinating with Caltrans design oversight, assuring all activities adhere to state and federal guidelines, and providing engineering expertise is necessary for a project of this magnitude. There is sufficient budget appropriations for this First Amendment and it is fully funded by grant funding.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and

Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

There is no financial impact to execute the Caltrans Project Specific Maintenance Agreement. The cost for the Third Amendment to Agreement A-8094 with WKE, Inc. is an additional $96,316.76 for a total agreement value of $9,005,398. The cost for the First Amendment to Agreement A-8017 with the County of Ventura is an additional $154,962.26 for a total agreement value of $654,962.26. These two (2) agreements are funded from an existing grant, Trade Corridor Enhancement Program (Fund 189) in Project 133101 in the approved Fiscal Year 2020-21 budget.

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Debbie O'Leary, Transportation Planner, Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Caltrans Project Specific Maintenance Agreement A-8251
2. WKE, Inc. Third Amendment Agreement A-8094
3. WKE, Inc. Original Agreement A-8094 thru Second Agreement
4. County of Ventura First Amendment Agreement A-8017
5. County of Ventura Original Agreement A-8017

# AGREEMENT/AMENDMENT REVIEW FORM

**Please write in N/A for any section that is not applicable**

**Contractor/Vendor/Consultant:** California Department of Transportation (Caltrans) **Agreement No:** A-8251

Address: For electronic delivery only to Caltrans District 7 (contact Caltrans through PW Staff)

Contact Name: N/A Email: N/A Phone: N/A INS- N/A

Committee Date: 6/8/2021 Council Date: 7/6/2021

Committee Agenda #: 6/8/2021 Council Agenda #: 7/6/2021

Department: Public Works

Project Manager: Debbie O'Leary

Phone: 805-200-5283

Email: debbie.oleary@oxnard.org

Type of Agreement: 0

Business Tax Cert No. N/A

Secretary of State ID: N/A

Agreement Term: N/A

Termination Date: N/A

Bid No.: N/A

Contingency Requested: $ 0

EISPM Funds [1] Requested: $ 0

Value of Agreement : $ 0

Amendment No: N/A

Value of Amendment: $ N/A

Current Agr. Val. (w/amendments) $ 0

P.O. No. (if existing agreement): N/A

Req. No. (if new agreement): N/A

Funding Source: N/A

Account No.[2]: N/A

NSS Control #:

**Purpose of Agreement/Amendment**: Caltrans requires this agreement as part of the Rice Avenue and Fifth Street/State Route 34 Grade Separation. Public Works Staff will provide contract to Caltrans who is a partner on the project. This is not a City contract and has no associated cost.

**Review Sequence (please write in N/A for any steps not required)**

| | | Initials | Date |
|---|---|---|---|
| 1. | Project Manager | | |
| 2. | Division Manager | | |
| 3. | Assistant Department Director | | |
| 4. | Department Director | | |
| 5. | General Accounting (for Leases only) | | |
| 6. | Budget Management | | |
| 7. | Risk Management[3] | | |
| 8. | City Attorney | | |
| 9. | Contractor/Vendor/Consultant (signs contract; no need to initial this form) | | |
| 10. | Buyer[5] | | |
| 11. | Purchasing Manager[6] | | |
| 12. | City Manager/ACM[7] | | |
| 13. | Mayor[8] | | |
| 14. | City Clerk[9] | | |

# AGREEMENT/AMENDMENT/CHANGE ORDER REVIEW FORM - PAGE 2

**This page is required if contingency or EISPM funds are requested and the item is NOT going to City Council for award.**

**Contractor/Vendor/Consultant:**_____**Agreement No:** _____

**To be signed by City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both are requested AND if item is not going to City Council for award:**

**DO NOT ATTACH THIS PAGE if contingency or EISPM funds are not requested.**

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize_____(up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize_____(up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed:_____ Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to $200,000 annually)
- ☐ Dan Willhite Purchasing Manager (if contract and all amendments are up to $100,000 annually)
- ☐ Public Works Director (if public project contract is up to $100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to $25,000 annually)
- ☐ Eric Hernandez, Buyer (if contract and all amendments are up to $25,000 annually)
- ☐ Edwin Ramos, Buyer (if contract and all amendments are up to $25,000 annually)

[1] Funds for engineering, inspections, surveying & project management

[2] Attach list of account numbers and amounts if multiple accounts

[3] Moves to after Mayor and Contractor sign if public project contract

[4] Moves to after Mayor signs if public project contract

[5] Buyer signs contract/amendment only if contract and all amendments collectively are up to $25,000 annually; initials this form only if contractand all amendments collectively are over $25,000 annually

[6] Purchasing Manager signs contract/amendment only if contract and all amendments collectively are up to $100,000 annually; initials this formonly if contract and all amendments collectively are over $100,000 annually

[7] City Manager/ACM signs contract/amendment only if contract and all amendments collectively are over $100,000 and up to $200,000 annually;initials this form only if contract and all amendments collectively are over $200,000 annually

[8] Mayor signs contract/amendment only if contract and all amendments collectively are over $200,000 annually; no need to initial this form

[9] City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement… shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two originalagreements (with wet signatures) and one copy of this form.

**DO NOT ATTACH FOLLOWING INSTRUCTION PAGES**

# PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR IMPROVEMETNS IN THE CITY OF OXNARD

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Oxnard; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

## SECTION I

RECITALS

1. WHEREAS, CITY and STATE are in agreement to grade separate Rice Avenue over the Union Pacific Railroad and State Route 034, located in the City of Oxnard and unincorporated County of Ventura, hereinafter referred to as "PROJECT", and

2. WHEREAS, the northerly two thirds of the overcrossing bridge structure are within the CITY and the southerly one third is within the County of Ventura.

3. WHEREAS, in accordance with the said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and

4. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number A-07-5065-A1, and

5. This agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

## SECTION II

AGREEMENT

6. Exhibit A delineates the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.

7. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit.

8. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

9.1. STATE will maintain, at STATE expense, the entire structure of any STATE owned vehicular and pedestrian overcrossings of SR 034 below the deck wearing surface, including but not limited to the bridge deck, superstructure, piers, and abutment.

9.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, slope paving, embankment, approach slab as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

9.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

10. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development constructed within State's right of way within the CITY's jurisdiction under PROJECT.

11. LEGAL RELATIONS AND RESPONSIBILITIES

11.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

11.2. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

11.3. Neither STATE 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 under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save

harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

12. PREVAILING WAGES:

12.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

12.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

13. INSURANCE -

13.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT and PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporated as EXHIBIT B.

13.2. If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

14. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

15. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by 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.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF OXNARD

By: _____
John Zaragoza, Mayor

Initiated and Approved

By: _____
Alexander Nguyen, City Manager

ATTEST:

By: _____
Rose Chaparro, City Clerk

By: _____
Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ADETOKUNBO TOKS OMISHAKIN
Director of Transportation

By: _____
Deborah Prochnow
Deputy District Director
Division of Maintenance District 07

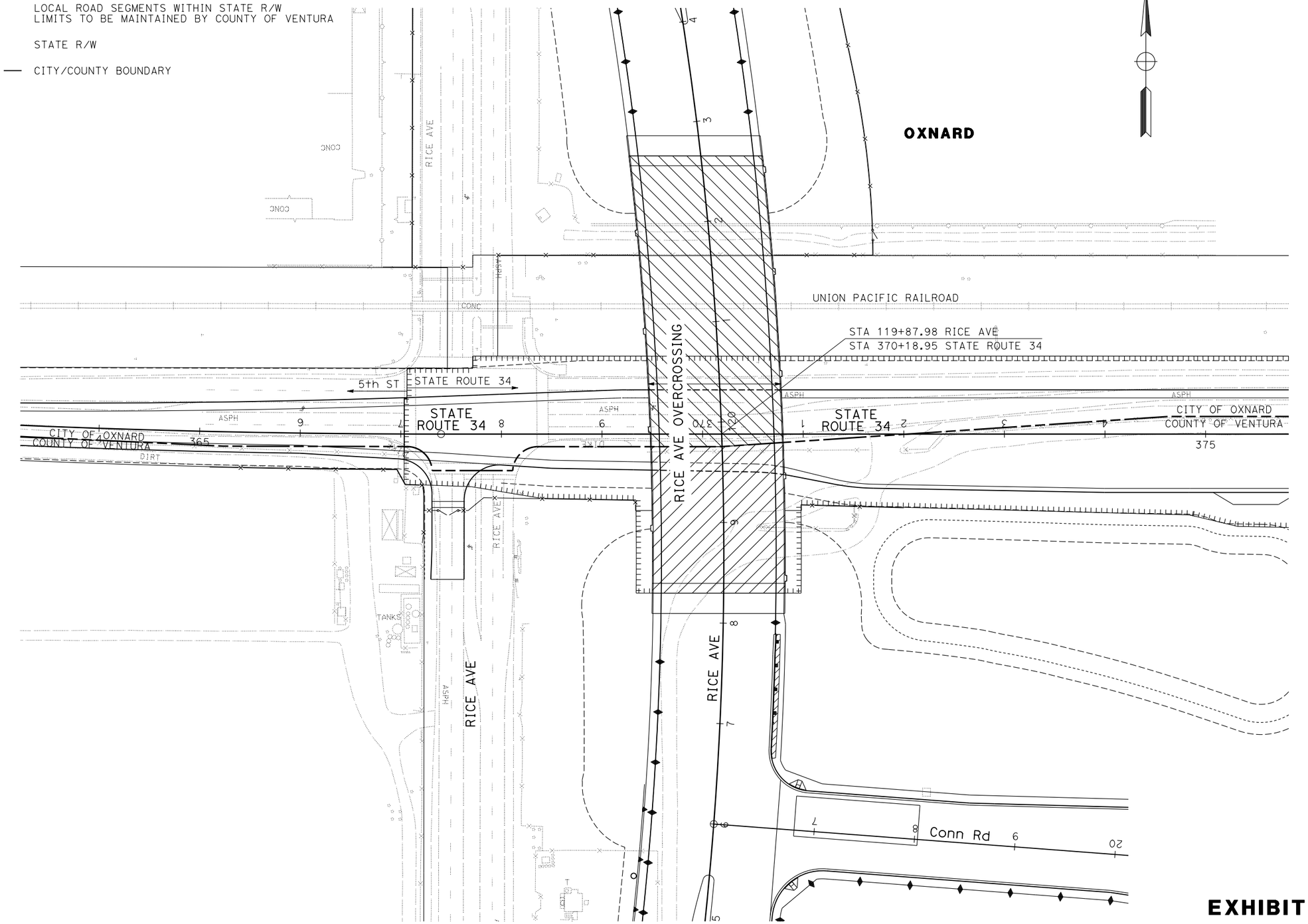
As to Form and Procedure:

By: _____
Attorney
Department of Transportation

| Dist | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET No. | TOTAL SHEETS |
|---|---|---|---|---|---|
| 07 | Ven | 34 | 6.3/6.8 | 00 | 000 |

LEGEND:

- LOCAL ROAD SEGMENTS WITHIN STATE R/W LIMITS TO BE MAINTAINED BY CITY OF OXNARD
- LOCAL ROAD SEGMENTS WITHIN STATE R/W LIMITS TO BE MAINTAINED BY COUNTY OF VENTURA
- STATE R/W
- CITY/COUNTY BOUNDARY




# EXHIBIT A

NO SCALE

NOT FOR CONSTRUCTION

| REVISED BY | DATE REVISED |
|---|---|
| | |

| CALCULATED-DESIGNED BY | CHECKED BY |
|---|---|
| HUA ZHENG | HENRY Y. TONG |

CONSULTANT FUNCTIONAL SUPERVISOR: CARLOS A. CADENA

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

LAST REVISION 00-00-00

DATE PLOTTED => 13-AUG-2020
TIME PLOTTED => 10:47

**EXHIBIT B - LETTER OF CERTIFICATE OF**
**CITY OF OXNARD**
**STATEMENT OF SELF INSURANCE**

July 6, 2021

California Department of Transportation
100 South Main Street, MS 03
Los Angeles, CA 90012

**ATTN: Deborah Prochnow, Deputy District Director, Maintenance**

City of Oxnard
Department of Finance

RE: Statement of Self Insurance for the CITY of Oxnard "CITY"; Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the improvements along Route 34 at Rice Avenue over the Union Pacific Railroad and State Route 034.

Dear Ms. Prochnow,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 13 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

Kevin Riper
Chief Financial Officer, City of Oxnard

**Agreement No. A-8094**

# THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6 day of July, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019, by a First Amendment, and on April 21, 2020, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibits A, A-1 and A-2 are supplemented by Exhibit A-3, which is attached hereto and incorporated herein by reference.

2. In Section 8 of the Agreement, Exhibit B is deleted and hereby replaced by Exhibit B-1.

3. In Section 14(a) of the Agreement, the figure "8,909,080.94," is deleted and hereby replaced by the figure, "9,005,397.70."

4. In Section 14(b) of the Agreement, Exhibits C, C-1, and C-2 are supplemented by Exhibit C-3, which is attached hereto and incorporated herein by reference.

5. 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**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

**WKE, Inc.**

Wei Koo, President Date

Carlos Cadena Date
Senior Vice President

[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-3

## SCOPE OF SERVICES

The project scope of this Agreement is to complete Plans, Specifications & Estimates (PS&E), including right of way engineering of the Rice Avenue at Fifth Street/State Route 34 Grade Separation. As part of a Cooperative Agreement between the City and Caltrans, Caltrans is providing right of way acquisition, while the City, through its Consultant is providing right of way engineering. Since Caltrans will acquire property in their name, additional requirements are necessary, including aerial easement appraisals for Union Pacific Railroad right of way, independent review of all appraisals, review of two farmland studies, additional geotechnical testing, and development of a hazardous material Human Health Risk Assessment document. This scope, described in more detail in Exhibit C-2 will satisfy these requirements.

# EXHIBIT B-1

## SCHEDULE OF SERVICES

| Activity | Proposed Date |
|---|---|
| A. Begin Work | July 2018 |
| B. Draft PS&E | |
| B.1 Submit (65%) PS&E Alternative 2A | March 2019 |
| B.2 Submit (65%) PS&E Alternative 2B | June 2020 |
| B.3 Submit Initial (95%) PS&E Alternative 2B | March 2021 |
| C. Submit Final PS&E (I00%) Alternative 2B | October 2021 |
| D. Ready to List (delay due to Right of Way) | July 2022 |
| E. Advertise | July 2022 |
| F. Award | December 2022 |
| G. Begin Construction | December 2022 |
| H. Completion of Construction | August 2026 |
| I. Project Close Out | December 2026 |

**Exhibit C-3**
**COMPENSATION RATES**

April 12, 2021

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

Subject: Contract Modification to Contract No. A-8094 – Amendment 3
Out-of-Scope Engineering Services for
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

We are requesting your approval to proceed with additional services required to complete the PS&E for the proposed improvements for the Rice Avenue Grade Separation Project. These design right-of-way related changes are beyond the scope of services identified in the original contract and are required for Caltrans to proceed with the Right-of-Way acquisition process. The additional services are discussed in more detail in the Scope of Services included with this proposal.

**Item No. 1 - Task 2.4-1f – Southern California Edison (SCE) Easements Appraisal Maps and Legal Descriptions**
Acquisition documents are needed for three new utility easements within PEGH Investments LLC, Seminis Vegetable Seeds Inc., and Hiji Bros & Nishimori Bros properties to allow for SCE power pole relocations.

**Item No. 2 - Task 2.4-1g –Acquisition Documents - Independent Farmland Study Review and Eleven (11) Independent Appraisal Reviews**
An independent farmland study review will be conducted as requested by Caltrans. An independent review of 11 appraisals will be completed as requested by Caltrans.

**Item No. 3 - Task 2.4-1l – Prepare Union Pacific Railroad (UPRR) Appraisals**
A UPRR right of way appraisal requested by Caltrans is needed to complete UPRR agreements for aerial easements.

***Item No. 4* - Task 5.1b - Percolation Testing**
Additional percolation tests are needed within the Hailwood farmland property to assess the permeability for the proposed infiltration basins.

***Item No. 5* - Task 5.1f - Hazardous Materials – Human Health Risk Assessment (HHRA)**
A HHRA report will be completed to determine opportunities to reduce the removal contaminated material from the project site and lower the construction cost of the project.

The following table summarizes cost associated with each task listed in the attached Scope of Work and Cost Proposal.

| Item No. | Task No. | Description | Fee |
|---|---|---|---|
| 1 | **Task 2.4-1f** | SCE Easements Appraisal Maps and Legal Descriptions | $5,950.22 |
| 2 | **Task 2.4-1g** | 1. Independent Review of Farmland Study<br>2. Eleven (11) Independent Appraisal Reviews | $6,000.00<br>$12,100.00 |
| 3 | **Task 2.4-1l** | Union Pacific Railroad (UPRR) Appraisals | $15,000.00 |
| 4 | **Task 5.1b** | Percolation Testing | $12,343.61 |
| 5 | **Task 5.1f** | Human Health Risk Assessment (HHRA) | $34,916.98 |
| 6 | **Task 1.1.6** | UPRR Funding Support | $10,005.95 |
| **TOTAL** | | | **$96,316.76** |

Please contact me at (714) 955-7186 if you have any questions or require additional information,

Sincerely,

Carlos Cadena
Project Manager

# SCOPE OF SERVICES

## Scope of Services

### Item No. 1 - Task 2.4-1f – Prepare SCE Easement Appraisal Maps and Legal Descriptions

Consultant will provide three (3) additional SCE Easements including the PD-26 updates, appraisal maps and legal descriptions.

### Item No. 2 - Task 2.4-1g – Prepare Acquisition Documents–

*Task 2.4-1g-1 Independent Review of Farmland Study*
Consultant will perform a review of the farmland study completed by the owner of the Hailwood property related to the relocation of wells and farm re-configuration that accommodate project impacts.

*Task 2.4-1g-2 Independent Appraisal Review*
Consultant will perform a review of 11 appraisal reports provided by Joyce Riggs of Riggs and Riggs, Inc. ("Riggs") which must be reviewed by a qualified review appraiser to meet Caltrans requirements.

### Item No. 3 - Task 2.4-1l – UPRR Appraisals

Consultant will prepare appraisals the property (APN: 216-0-160-165) owned by the Union Pacific Railroad ("UPRR").

### *Item No. 4* - Task 5.1b - Percolation Testing

Consultant will perform four bore hole infiltration tests that will provide additional needed information to assess the permeability of the surrounding area.

*Task 5.1b-1 – Data Review, Pre-Field Planning, and Utility Clearance*
Initial services for this task will consist of project setup, reviewing existing project reports, and contacting Underground Service Alert (USA) so their subscribers (utility operators) can locate, and mark buried utilities that could be impacted by the proposed exploration activities. We will also meet with representatives of the property owner relative to utilities that serve the agricultural operations and the proposed test locations.

*Task 5.1b-2 – Field Percolation Testing*
Our proposed work scope will consist of performing a total of four (4) additional borehole infiltration tests. The percolation testing will be performed in hand-excavated boreholes, using the methods and procedures employed in the previous testing. Depth intervals for the infiltration tests will generally correspond to the bottom of the proposed basins as noted above (EL.+ 46.5 feet and EL. + 48.5 feet, respectively). As a result, we expect the test holes will extend to a depth of 10 feet or less and will be backfilled with the excavated soil cuttings upon completion of the testing.

Consultant will log the soil materials encountered in the test holes in accordance with ASTM D 2488 and the Unified Soil Classification System (USCS). Bulk samples of the excavated material will be collected from the test interval zone.

*Task 5.1b-3 – Geotechnical Laboratory Testing*
Geotechnical laboratory testing will be performed on bulk samples collected from the test intervals.

**Table 1: Preliminary Scope of Laboratory Testing**

| Laboratory Test | Preliminary Quantity |
|---|---|
| Sieve and Hydrometer Analysis | 4 |
| Atterberg Limit | 4 |

*Task 5.1b-4 – Infiltration Reporting*
Following completion of all field and lab work, Consultant will tabulate the percolation data, calculate applicable infiltration rates, and summarize the results in a supplemental letter. The letter will detail the following:

- Test methods,
- Test location and percolation test hole construction,
- Percolation testing and test results,
- Infiltration rate calculations, and
- Laboratory testing.

***Item No. 5* - Task 5.1f – Human Health Risk Assessment (HHRA)**

Consultant has detected relatively high pesticide concentrations in soil at the site. Those detected pesticides are the only chemical of concern. Soils on Caltrans Right-of-Way along with any hazardous soil will likely be removed and managed separately.

Consultant will use the results of the HHRA to select management options for non-hazardous pesticide impacted soil so that Consultant can determine the most cost-effective risk-control option for the site. Consultant will use the services of Enviro-Tox Services, Inc. (ETSI). Heriberto Robles Ph.D., Diplomat of the American Board of Toxicology, will serve as the toxicologist and risk assessor for the assessment.

ETSI proposes to conduct a HHRA for subject property. ETSI believes the assessment would be beneficial to (1) determine whether residual pesticides remaining in soil represent a threat to human health; (2) provide a basis for determining residual chemical levels that are adequately protective of public health, and; (3) determine whether risk-control measures should be implemented to protect future occupants of the site.

Specifically, the risk assessment will evaluate the potential for pesticides associated with the site to cause adverse effects on human health. The HHRA will evaluate potential health risks that could result from impacted soil reuse under three different soil reuse scenarios including:

- Unrestricted soil reuse
- Impacted soil reuse under one foot of clean soil, and;
- Impacted soil reuse under pavement structure.

Risk assessment results can then be used by Consultant and WKE when considering appropriate risk management options (if any) for the site. Examples of risk management options that could be considered include no special management required, burial under clean soil, burial under pavement, or excavation and offsite disposal.

The risk assessment to be conducted for the subject property will evaluate human exposure to chemical residue by utilizing standard equations and methods developed by the U. S. Environmental Protection Agency (USEPA) and the California Environmental Protection Agency (Cal-EPA) for similar exposure conditions. Site-specific information regarding land use and receptors will be used to quantify exposures to the media of concern. A fate and transport

assessment will be performed concurrent with the risk assessment. The fate and transport model will be conducted to assess: (1) whether pesticide-impacted dust is likely to impact ambient air at the site, and (2) the degree and magnitude (if any) of potential impacts.

The risk assessment will include the selection of chemicals of potential concern (COPCs), use of critical toxicity factors (i.e., reference doses [RfDs] for non-carcinogens and slope factors for carcinogens) in estimating potential health risks. RfDs and cancer slope factors developed by the Cal-EPA and the USEPA will be used for estimating potential health risks.

A report detailing the results of this risk assessment will be prepared in a straightforward format. The report will include the justification for the selection of exposure pathways and assumptions necessary to support the estimation of potential risk. It is anticipated that a draft HHRA report will be prepared and submitted initially to Consultant for review. The report will then be submitted to Caltrans for review and comment.

The scope assumes that any regulatory oversight necessary for approval of the HHRA will be through Ventura County and not the Department of Toxic Substances Control (DTSC).

***Item No. 6* - Task 1.1.6 – UPRR Funding Support**

**Overview**
This is a federally funded project and UPRR's share and under the applicable provisions of Section 646.210 of the CFR Title 23 Highway will be 5% of the estimated cost of theoretical structure and approaches.

"646.21O(c)(1); Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency."

"646.21O(c)(2) Where another facility, such as highway or waterway, requiring bridge structure is located within the limits of a grade separation project, the estimated cost of theoretical structure and approaches as described in 23 CFR 646.21O(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or the highway."

The limits of theoretical structure and approaches for this project are essentially Rice Avenue for the number of lanes on the existing highway with current highway design standards of the State Highway Agency from touchdown on the north to the touchdown on the south with a bridge crossing over only the UPRR right of way and includes preliminary engineering, right of way and construction within the limits of the theoretical structure and approaches.

**Task 1- UPRR COST SHARING**
The cost sharing participation by UPRR for this project will be estimated by comparing the total project quantities for all project bid items and determining that portion of each bid item that fall within the eligible theoretical structure and approaches limits that are considered RR participating and non-participating.

1. Prepare an exhibit of the limits theoretical structure and approach ligible for UPRR cost sharing. Said exhibit to be reviewed and accepted by the project sponsors.
2. Prepare an excel spread sheet listing the total project cost including preliminary engineering, right of way and construction costs within the theoretical structure and approach limits. The construction costs for RR participating and non-participating

work will be included in excel spread sheet reflecting contract bid items and item costs.

3. Prepare a written summary documenting justification for the determination of RR participating and non-participating project costs, preliminary engineering, right of way and construction within the limits of the theoretical structure and approaches.

Deliverables.

- Exhibit defining limits of theoretical structure and approach limits eligible for UPRR cost sharing.
- Final Engineer's Estimated of project costs, RR participating and non-participating costs in excel spread sheet format.
- Written summary documenting justifications for RR participating and non-participating project costs.

These documents are intended to be utilized by the Agency in their negotiations with the UPRR Railroad for the Railroad's 5% estimated cost of theoretical structure and approaches.

WKE shall provide the preliminary engineering and right of way costs within the limits of the theoretical structure and approaches, including individual quantity determinations and unit prices for the theoretical structure and approach limits eligible for UPRR cost sharing. These bid items and unit costs shall correspond to the Engineers Estimate developed for the project.

# GUIDA

Task 1

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Guida Surveying** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>601 South Figueroa St, Los Angeles CA 90017 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Surveying Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$5,950.22** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Land Surveyor | 3 | $116.42 | $291 | |
| Sr. Project Manager | 0 | $82.05 | $0 | |
| Project Manager | 28 | $58.64 | $1,642 | |
| Project Surveyor | 0 | $57.66 | $0 | |
| Project Analyst | 0 | $46.57 | $0 | |
| CADD Survey Technician | 0 | $32.15 | $0 | |
| CADD Operator | 0 | $27.72 | $0 | |
| PLS Party Chief (Union Field) | 0 | $57.22 | $0 | |
| Chainman (Union Field) | 0 | $50.76 | $0 | |
| | | | | |
| Labor Cost | 31 | | $1,933 | |
| Escalation | 3% | | $0 | |
| Total Direct Labor | | | | $1,933 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 179.83% | | | |
| | | | | |
| | | | | $3,476 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
| | | | $0 | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $0 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee** | | 10% | | $540.93 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$5,950.22** |

| CONTRACT PRICING PROPOSAL | | | |
|---|---|---|---|
| **SUPPORTING SCHEDULE** | | | |
| ITEM NO. | ITEM DESCRIPTION | NUMBER | EST. COST ($) |
| 3a. Travel - Transportation | | | |
| | Parking | | $0.00 |
| $0.545 | Mileage 24 days 50 miles each way from LA | | $0.00 |
| | | | |
| | | 3a. TOTAL | $0.00 |
| | | | |
| 3b. Travel - Per Diem or Subsistence | Subsistence (Meals) | 3b. TOTAL | $0.00 |
| | | | |
| 5. Other Direct Costs | | | |
| | | | |
| **Unit Cost** | **Reproduction** | **Number** | |
| $0.15 | Printing (8.5"x11" Black & White) | | $0.00 |
| $0.45 | Printing (11"x17" Black & White) | | $0.00 |
| $0.55 | Printing (8.5"x11" Color) | | $0.00 |
| $0.75 | Printing (11"x17" Color) | | $0.00 |
| | Full Color Presentation Exhibits | | $0.00 |
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|---|---|
| TYPE NAME AND TITLE<br>Tim Fettig, PLS | SIGNATURE |
| NAME OF FIRM<br>Guida Surveying | DATE OF SUBMISSION |

# HAMNER, JEWELL & ASSOCIATES

Tasks 2 & 3

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Hamner, Jewell & Associates** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>530 Paulding Circle, Suite A, Arroyo Grande, CA 93420 | | | WKE PROJECT NO<br>18005 | |
| Services to be Performed<br>Right of Way Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$33,100.00** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Managing Senior Associate | 0 | $95.00 | $0 | |
| Right of Way Agent (Sr II) | 8 | $48.50 | $387 | |
| Right of Way Agent (Sr I) | 0 | $44.00 | $0 | |
| Right of Way Agt II | 0 | $0.00 | $0 | |
| Right of Way Agt I | 0 | $0.00 | $0 | |
| Transaction Coordinators | 0 | $36.00 | $0 | |
| Clerical Support | 0 | $17.74 | $0 | |
| Project Coordinator | 0 | $40.87 | $0 | |
| Project Administrator | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 8 | | $387 | |
| Escalation | 3% | | $7 | |
| Total Direct Labor | | | | $394 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 131.00% | | | |
| | | | | |
| | | | | $515.55 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $32,100 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 10% | | $91 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$33,100.00** |

**FUGRO**

Task 4

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Fugro** | | | DIVISIONS/LOCATIONS<br>Geotechnical | |
| Home Office Address<br>4820 McGrath Street, Suite 100 | | | CONTRACT NO. | |
| Services to be Performed<br>Additional Infiltration Testing | | | TOTAL AMOUNT OF PROPOSAL<br>**$12,343.61** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal | 5 | $244.98 | $1,225 | |
| Associate | 0 | $201.54 | $0 | |
| Senior | 6 | $170.55 | $1,023 | |
| Senior Project | 5 | $159.99 | $800 | |
| Project | 0 | $137.20 | $0 | |
| Senior Staff | 0 | $119.26 | $0 | |
| Staff | 60 | $105.05 | $6,303 | |
| Staff GIS | 2 | $151.23 | $302 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 78 | | $9,654 | |
| | | | | |
| Total Direct Labor | | | | $9,654 |
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| **2. Labor Overhead Rate** | Rate | | | |
| | | | | |
| | | | | |
| | | | | $0 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $2,690 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee (Included in fully marked up rates)** | | | | |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$12,343.61** |

| CONTRACT PRICING PROPOSAL | | | |
|---|---|---|---|
| **SUPPORTING SCHEDULE** | | | |
| ITEM NO. | ITEM DESCRIPTION | NUMBER | EST. COST ($) |
| 3a. Travel - Transportation | | | |
| | | | |
| | | | |
| | | | |
| | | 3a. TOTAL | $0.00 |
| | | | |
| 3b. Travel - Per Diem or Subsistence | Subsistence (Meals) | 3b. TOTAL | $0.00 |
| | | | |
| 5. Other Direct Costs | | | |
| | | | |
| **Unit Cost** | **Reproduction** | **Number** | |
| $520.00 | Well Materials Storage | 1 | $520.00 |
| $750.00 | Water Tank | 1 | $750.00 |
| $1,420.00 | Lab Testing | 1 | $1,420.00 |
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| | | 5. TOTAL | $2,690.00 |
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| TYPE NAME AND TITLE | |
|---|---|
| NAME OF FIRM<br>Fugro | DATE OF SUBMISSION<br>January 25, 2021 |

Fugro

| TASK | DESCRIPTION | FIRM | Principal | Associate | Senior | Senior Project | Project | Senior Staff | Staff | Staff GIS | TOTAL HOURS | COST TO COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (Burdened)** | **Project Average** | $244.98 | $201.54 | $170.55 | $159.99 | $137.20 | $119.26 | $105.05 | $151.23 | | |
| | | | | | | | | | | | | |
| **5.1b** | **Percolation Testing (4 Locations)** | | **5** | **0** | **6** | **5** | **0** | **0** | **60** | **2** | **78** | **$9,654** |
| 5.1f | Additional Percolation Testing | Fugro | 5 | 0 | 6 | 5 | 0 | 0 | 60 | 2 | 78 | $9,654 |
| | **SUBTOTAL - Task 5 - Geotechnical Investigation** | | **5** | **0** | **6** | **5** | **0** | **0** | **60** | **2** | **78** | **$9,654** |
| | **TOTAL** | | **5** | **0** | **6** | **5** | **0** | **0** | **60** | **2** | **78** | **$9,653.61** |

# GROUP DELTA

Task 5

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Group Delta** | | | DIVISIONS/LOCATIONS<br>Environmental | |
| Home Office Address<br>32 Mauchly, Suite B, Irvine, CA 92618 | | | CONTRACT NO. | |
| Services to be Performed<br>Additional Testing for Hazardous Materials -<br>Human Health Risk Assessment (HHRA) | | | TOTAL AMOUNT OF PROPOSAL<br>**$34,916.98** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal | 10 | $91.00 | $910 | |
| Associate | 20 | $63.47 | $1,269 | |
| Senior | 20 | $45.00 | $900 | |
| Project | 0 | $38.87 | $0 | |
| Staff | 26 | $31.73 | $825 | |
| Technician | 0 | $32.57 | $0 | |
| Draftsperson | 4 | $34.37 | $137 | |
| Project Support | 0 | $29.48 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 80 | | $4,042 | |
| Escalation | 3% | Per 10-H | $121 | |
| Total Direct Labor | | | | $4,163 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 137.30% | | | |
| | | | | |
| | | | | $5,716 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
| Spectrum - Geophysical | | | $0 | |
| ABC Liovin - Drilling | | | $0 | |
| AIS - Drum Disposal | | | $0 | |
| Asset Labs - Laboratory | | | $0 | |
| Eco-Rental or Pine - Equipment Rental - GPS, Methane Meter, H2S Meter, PID | | | $0 | |
| Statewide - Traffic Control | | | $0 | |
| Statewide - Traffic Plans | | | $0 | |
| Enviro-Tox Services, Inc. (Board certified toxicologist and risk assessor) | | | $24,000 | |
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| | | Total Subcontractors/Suppliers | | $24,000 |
| **5. Other Direct Costs** | | | | $50 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee** | | 10% | | $988 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$34,916.98** |

| CONTRACT PRICING PROPOSAL | | | |
|---|---|---|---|
| **SUPPORTING SCHEDULE** | | | |
| ITEM NO. | ITEM DESCRIPTION | NUMBER | EST. COST ($) |
| 3a. Travel - Transportation | | | |
| $10.00 | Parking | 0 | $0.00 |
| $0.580 | Mileage | 0 | $0.00 |
| | | | |
| | | 3a. TOTAL | $0.00 |
| | | | |
| 3b. Travel - Per Diem or Subsistence | Subsistence (Meals) | 3b. TOTAL | $0.00 |
| | | | |
| 5. Other Direct Costs | | | |
| | | | |
| **Unit Cost** | **Reproduction** | **Number** | |
| $4,800.00 | Oxnard Encroachment Permit | 0 | $0.00 |
| $800.00 | Ventura County Encroachment Permit | 0 | $0.00 |
| $3,500.00 | Caltrans Encroachment Permit | 0 | $0.00 |
| $135.00 | Oxnard Boring Permit | 0 | $0.00 |
| $650.00 | Ventura County Boring Permit | 0 | $0.00 |
| $25.00 | FedEx | 2 | $50.00 |
| $75.00 | PPE & Sampling Supplies (gloves, baggies, ice | 0 | $0.00 |
| $180.00 | Lodging (Nights) | 0 | $0.00 |
| $7,500.00 | UPRR Related Fees (Access, Insurance) | 0 | $0.00 |
| | | | |
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| | | 5. TOTAL | $50.00 |
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|---|---|
| TYPE NAME AND TITLE<br>Glenn Burks, PhD, PE - Principal & Director of Environmental Services | |
| NAME OF FIRM<br>Group Delta | DATE OF SUBMISSION<br>November 2, 2020 |

Group Delta

| TASK | DESCRIPTION | FIRM | Principal | Associate | Senior | Project | Staff | Technician | Draftsperson | Project Support | TOTAL HOURS | COST TO COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (Burdened)** | **Project Average** | $244.66 | $170.65 | $120.99 | $104.51 | $85.31 | $87.57 | $92.41 | $79.26 | | |
| **TASK 5 - GEOTECHNICAL INVESTIGATION** | | | | | | | | | | | | |
| **5.1** | **Geotechnical and Foundation Reports** | | **10** | **20** | **20** | **0** | **26** | **0** | **4** | **0** | **80** | **$10,867** |
| 5.1f | Additional Testing for Hazardous Materials - Human Health Risk Assessment | Group Delta | 10 | 20 | 20 | 0 | 26 | 0 | 4 | 0 | 80 | $10,867 |
| | **SUBTOTAL - Task 5 - Geotechnical Investigation** | | **10** | **20** | **20** | **0** | **26** | **0** | **4** | **0** | **80** | **$10,867** |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **SUBTOTAL Design Phase (Tasks 1 thru 6)** | | **10** | **20** | **20** | **0** | **26** | **0** | **4** | **0** | **80** | **$10,867** |
| **SUBTOTAL Construction Phase (Task 7)** | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** |
| **SUBTOTAL Other Direct Cost** | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$50** |
| **SUBTOTAL Subconsultants** | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$24,000** |
| **TOTAL** | | **10** | **20** | **20** | **0** | **26** | **0** | **4** | **0** | **80** | **$34,916.98** |

# DOUGLAS ENGINEERING

Task 6

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Douglas Engineering** | | | DIVISIONS/LOCATIONS<br>Redlands, CA | |
| Home Office Address<br>414 Tennessee Street, Suite G, Redlands, CA 92373-8152 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>CPUC & Railroad Coordination | | | TOTAL AMOUNT OF PROPOSAL<br>**$10,006** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Project Manager | 4 | $85.00 | $340 | |
| Engineering Tech | 68 | $42.00 | $2,856 | |
| Engineering Tech CAD | 18 | $42.00 | $756 | |
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| Labor Cost | 90 | | $3,952 | |
| | | | | |
| Total Direct Labor | | | | $3,952 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 130.17% | | | |
| | | | | |
| | | | | $5,144 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $0 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 10% | | $910 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$10,005.95** |

| CONTRACT PRICING PROPOSAL | | | |
|---|---|---|---|
| **SUPPORTING SCHEDULE** | | | |
| ITEM NO. | ITEM DESCRIPTION | NUMBER | EST. COST ($) |
| 3a. Travel - Transportation | | | |
| | Parking | | $0.00 |
| $0.545 | Mileage | 0 | $0.00 |
| | | | |
| | | 3a. TOTAL | $0.00 |
| | | | |
| 3b. Travel - Per Diem or Subsistence | Subsistence (Meals) | 3b. TOTAL | $0.00 |
| | | | |
| 5. Other Direct Costs | | | |
| | | | |
| **Unit Cost** | **Reproduction** | **Number** | |
| $0.10 | Printing (8.5"x11" Black & White) | 0 | $0.00 |
| | Printing (11"x17" Black & White) | | $0.00 |
| | Printing (8.5"x11" Color) | | $0.00 |
| | Printing (11"x17" Color) | | $0.00 |
| | Full Color Presentation Exhibits | | $0.00 |
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| | | 5. TOTAL | $0.00 |
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| TYPE NAME AND TITLE<br>Douglas H Mays, President | | SIGNATURE | |
| NAME OF FIRM<br>Douglas Engineering | | DATE OF SUBMISSION<br>April 12, 2021 | |

Douglas Engineering

| | DESCRIPTION | | Project Manager | Engineering Tech | Engineering Tech CAD | | | | | | | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (Burdened) for 1/1/18 to 12/13/19** | **Project Average** | $215.21 | $106.34 | $106.34 | | | | | | | | |
| **1.1-1** | **Coordination/Administration** | **WKE** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** |
| 1.1-1a | Coordination and Meetings | WKE | | | | | | | | | | 0 | $0 |
| 1.1-1b | Administration | WKE | | | | | | | | | | 0 | $0 |
| 1.1-1c | Site Visits | WKE | | | | | | | | | | 0 | $0 |
| 1.1-1d | Maintain Project Files/Document Control | WKE | | | | | | | | | | 0 | $0 |
| 1.1-1e | Subconsultant Coordination & Contracts/Agreements | WKE | | | | | | | | | | 0 | $0 |
| **1.1-2** | **Work Plan** | **WKE** | | | | | | | | | | **0** | **$0** |
| **1.1-3** | **Project Schedule** | **WKE** | | | | | | | | | | **0** | **$0** |
| **1.1-4** | **Monthly Progress Reports and Invoices** | **WKE** | | | | | | | | | | **0** | **$0** |
| **1.1-5** | **Quality Assurance and Quality Control Plan** | **WKE** | | | | | | | | | | **0** | **$0** |
| **1.1-6** | **UPRR Funding Support** | **DE** | **4** | **68** | **18** | | | | | | | **90** | **$10,005.95** |
| | **SUBTOTAL Task 1 - Project Management** | | **4** | **68** | **18** | **0** | **0** | **0** | **0** | **0** | **0** | **90** | **$10,005.95** |
| **2.1** | **65% PS&E SUBMITTAL** | **Various** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** |
| **2.2** | **95% PS&E SUBMITTAL** | **Various** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** |
| **2.3** | **100% PS&E SUBMITTAL** | **Various** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** |

# 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]



COUNCIL APPROVED
4/21/2020 K5(2)
DATE

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

**CITY OF OXNARD**

Tim Flynn 4/21/20

■ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion 4/22/20

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

APPROVED AS TO FORM:

3-3-2020

Stephen M. Fischer Date
City Attorney (always required)

**WKE, INC.**

CEO 3/4/2020

Wei Koo, President Date

3/5/2020

Carlos Cadena, Senior Vice President Date

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

[2] The City requires the following for any contract:

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

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

# 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]



COUNCIL APPROVED
6-4-2019 K-31(3)
DATE

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

**CITY OF OXNARD**

Tim Flynn 6/4/19

■ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

**WKE, INC.**

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.

# 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 Consultatn 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 governement 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 SB1 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 I8, Proposition IA, 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 — Date: 9/10/18

WKE, INC.

Carlos Cadena, Senior Vice President — Date: 9/6/18

Wei Koo, President — Date: 9/6/2018

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date: 9/6/18

ATTEST:

Michelle Ascension, City Clerk — Date: 9/10/18

* 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*

- *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.

**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

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

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 and 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.

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

- 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*

- *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*

**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*

**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.

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.

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*

**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*

**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*

- *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.

*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.

**Task 2.3 – 100% PS&E SUBMITTAL**
**Task 2.3-1 – Final Roadway Plans**
Consultant will submit the Final PS&E package to the City and to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. The submittal will incorporate review comments from all involved agencies and include all completed forms in the RTL Guide.

*Deliverables:*

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

**Task 2.3-2 – Final 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:*

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

**Task 2.3-3 – Final Stage Construction and Detours**
Consultant will update the stage construction plans, and detour plans based on comments received from all involved agencies.

*Deliverables:*

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

**Task 2.3-4 – Final Pavement Delineation Plans**
Consultant will update the pavement delineation plans based on comments received from all involved agencies.

*Deliverables:*

- *Final Pavement Delineation Plans, Details, and Quantities*

**Task 2.3-5 – Final Sign Plans**
Consultant will update the sign plans based on comments received from all involved agencies.

*Deliverables:*

- *Final Sign Plans, Details, and Quantities*

**Task 2.3-6 – Final Electrical Lighting, Signals**
Consultant will update the electrical plans based on comments received from all involved agencies.

*Deliverables:*

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

**Task 2.3-7 – Final Irrigation Plans**
Consultant will update the irrigation plans based on comments received from all involved agencies.

*Deliverables:*

- *Final Irrigation Removal Plans, Legend, Notes, Details*
- *Final Irrigation Plans, Details, Legend, Notes, Details.*
- *Final Irrigation Quantity Sheets*

**Task 2.3-8 – Final Bridge Plans**
Consultant will update the bridge plans based on comments received from all involved agencies.

*Deliverables:*

- *Final Bridge Plans and Details*

**Task 2.3-9 – Final Retaining Wall Plans**
Consultant will update the retaining wall plans based on comments received from all involved agencies.

*Deliverables:*

- *Final Retaining Wall Plans and Details*

**Task 2.3-10 – Final Utility Plans**
Consultant will update the utility plans based on comments received from all involved agencies.

*Deliverables:*

- *Final Retaining Wall Plans and Details*

**Task 2.3-11 – Resident Engineer File**
Not Included.

**Task 2.3-12 – Final Reports**
Consultant will update the drainage report, SWDR, and TMP based on comments received from all involved agencies.

*Deliverables:*

- *Final Drainage Report*
- *Final SWDR*
- *Final TMP*

**Task 2.3-13 – Final Construction Schedule**
Consultant will update the construction schedule based on revised stage construction plans.

*Deliverables:*

- *Final CPM Construction Schedule*

**Task 2.3-14 – QA/QC**
Consultant will conduct Quality Assurance/Quality Control reviews on 95% Submittal based on requirements included in the QA/QC Plan.

**Task 2.4 – Right of Way Documentation and Engineering**
**Task 2.4-1 – Right of Way Engineering**
**Task 2.4-1a – Perform Record Data Search**
Search, acquisitions, and analysis of appropriate deeds, field notes, and survey maps contained in the State, County, and City files.

**Task 2.4-1b – Acquire Title Reports**
Acquire title report for all parcel impacted by proposed R/W fee and easement takes.

**Task 2.4-1c – Perform Land Net Recovery and Field Ties**
Activities necessary to expand, establish, detail, and field tie control surveys for purposes of perpetuation of existing monumentation. Includes preparing survey request, planning, research, field survey, processing and adjusting data, and preparing survey supplemental control map.

*Deliverables:*

- *Field Collection Coordinates, processing and land net adjustments*

**Task 2.4-1d – Prepare Land Net Map - "Before Condition" Record of Survey**
Activities necessary to perpetuate cadastral points prior to construction. Field collection of point positions, monument identification, and survey calculations necessary to accurately identify the horizontal positions as required in section 8762 of the Professional Land Surveyors Act, Business and Professions Code, State of California.

*Deliverables:*

- *File Record of Survey, Caltrans Standards*

**Task 2.4-1e – Perform Monument Perpetuation Surveys**
Activities necessary to FIELD COLLECT cadastral points prior to construction. Field collection of point positions, monument identification, and survey calculations necessary to accurately identify the horizontal positions as required in section 8762 of the Professional Land Surveyors Act, Business and Professions Code, State of California.

*Deliverables:*

- *Supportive Field Surveys for Record Of Survey*

**Task 2.4-1f – Prepare Right-of-Way Appraisal Maps**
Preparation of Caltrans Right-of-Way Appraisal Maps associated with permanent easements, land takes, and temporary construction easements associated with the project requirements.

*Deliverables:*

- *Appraisal Maps*

**Task 2.4-1g – Prepare Acquisition Documents**
Includes preparing documents associated with identifying, depicting, and preparing documents associated with defining limits and acreage of acquisitions necessary for project needs.

*Deliverables:*

- *Acquisition Documents*

**Task 2.4-1h – Prepare Resolution of Necessity Legal Description and Plats**
Prepare Resolution of Necessity and any additional information for the filing of the complaint, and the preparation of any attendant map or plat.

**Task 2.4-1i – Prepare Director's Deed and Plats**
Prepare Deed's and Plats necessary for acquisition efforts. Legal Descriptions and Plats will be in conformance with Caltrans Standards.

*Deliverables:*

- *Legal Descriptions, Plats, and Deeds*

**Task 2.4-1j – Prepare Utility Legal Description and Plat**
Includes documentation associated with research, title reports, supporting materials, and field notes associated with acquisition efforts for individual parcels.

*Deliverables:*

- *Project binders to be submitted to the City and Caltrans*

**Task 2.4-1k – Prepare Parcel Files**
Includes documentation associated with research, title reports, supporting materials, and field notes associated with acquisition efforts for individual parcels.

*Deliverables:*

- *Project binders to be submitted to the City and Caltrans*

**Task 2.4-1l – Prepare appraisals**
Consultant will proceed with the right of way appraisal process, described as follows

- Consultant will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.

- 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.

| 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<br>217-0-020-125<br>217-0-020-135 |
| Hailwood Inc | 218-0-011-475 |
| Pegh Investments LLC | 216-0-160-525<br>216-0-160-545<br>216-0-160-555<br>216-0-160-565<br>216-0-160-575<br>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*

**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.

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.

**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.

**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**

# 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<br>**WKE, Inc.** | | | DIVISIONS/LOCATIONS<br>Santa Ana, CA | |
| Home Office Address<br>400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>65% to 100% Design - Rice Avenue Grade Separation | | | TOTAL AMOUNT OF PROPOSAL<br>**$5,362,125.51** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Project Manager | 737 | $114.71 | $84,541 | |
| Discipline Lead | 1,859 | $98.41 | $182,944 | |
| Senior Task Manager | 1,566 | $88.68 | $138,873 | |
| Senior Project Engineer 2 | 3,350 | $88.81 | $297,514 | |
| Senior Project Engineer 1 | 2,449 | $70.63 | $172,973 | |
| Project Engineer | 4,408 | $48.56 | $214,030 | |
| Assistant Engineer | 2,756 | $32.97 | $90,875 | |
| CADD | 1,236 | $37.89 | $46,826 | |
| Administrative | 355 | $29.16 | $10,352 | |
| | | | | |
| 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 | |
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| | | | | |
| | | 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

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.

# 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 <u>and</u> 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,

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.

9/18

**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

Agreement No. A-8094

# 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**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& 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

Agreement No. A-8094

## GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ 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 ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ 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:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. 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. A-8094**
**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: _____

## AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ 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

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

### OTHER PROVISIONS

### LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property 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, volunteers and employees 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:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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. A-8094**
**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 _____

## 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.

## 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

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.

## 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.

## 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.

## 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.

## 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 ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

# 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: CARLOS CARDENAS Title: SENIOR VICE PRESIDENT

Signature: _____ Date: 9/6/18

Name: Wei Kao Title: President

Signature: _____ Date: 9/6/2018

# 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 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 FFMP 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 contact 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

| CONTRACT PRICING PROPOSAL | | | | Page 1 |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | of 2 |
| Name of Proposer<br>**WKE, Inc.** | | | DIVISIONS/LOCATIONS<br>Santa Ana, CA | |
| Home Office Address<br>1851 E. First Street, Suite 1400, Santa Ana, CA 92705 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>65% to 100% Design - Rice Avenue Grade Separation | | | TOTAL AMOUNT OF PROPOSAL<br>**$490,074.77** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Project Manager | 18 | $114.71 | $2,064.78 | |
| Discipline Lead | 46 | $98.41 | $4,526.86 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 64 | | $6,591.64 | |
| Escalation | 3% | | 132.49 | |
| Total Direct Labor | | | | $6,724.13 |
| **2. Labor Overhead Rate** | Rate | | | |
| | 127.95% | | | |
| | | | | $8,603.53 |
| **3. Travel*** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers**** | | | Est. Cost ($) | |
| GPA | | | $81,671.11 | |
| Group Delta | | | $386,558.37 | |
| Padre | | | $4,984.86 | |
| | | Total Subcontractors/Suppliers | | $473,214.35 |
| **5. Other Direct Costs*** | | | | $0 |
| **6. General & Admin. Expense ( of Item No. 4)** | | 0% | | |
| **7. Fee** | | 10% | | $1,532.77 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$490,074.77** |

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

# SUMMARY BY FIRM

| TASK | DESCRIPTION | | WKE | | GPA | | Group Delta | | Padre | | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS** | | | | | | | | | | | | |
| 1.1 | Hazardous Waste | | 0 | $0 | 0 | $0 | 1095 | $113,917 | 0 | $0 | 1,095 | $113,917 |
| | Suppliers/ODCs | | | | | | | $272,641 | | | | $272,641 |
| | **SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS** | | **0** | **$0** | **0** | **$0** | **0** | **$386,558** | **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 | 0 | $0 | 275 | $30,214 |
| 2.2 | Re-validation Form for 95 Percent Project Design | | 12 | $3,187 | 96 | $8,809 | 0 | $0 | 0 | $0 | 108 | $11,997 |
| 2.3 | Supplemental Cultural Resource Studies | | 4 | $1,007 | 0 | $0 | 0 | $0 | 0 | $0 | 4 | $1,007 |
| 2.4 | Supplemental Initial Site Assessment | | 4 | $1,007 | 0 | $0 | 0 | $0 | 0 | $0 | 4 | $1,007 |
| 2.5 | Supplemental Community Impact Assessment Memo | | 4 | $1,007 | 32 | $2,995 | 0 | $0 | 0 | $0 | 36 | $4,002 |
| 2.6 | Agricultural Resources | | 4 | $1,007 | 32 | $2,995 | 0 | $0 | 0 | $0 | 36 | $4,002 |
| 2.7 | Project Management and Meetings | | 16 | $4,361 | 120 | $15,945 | 0 | $0 | 0 | $0 | 136 | $20,306 |
| 2.8 | Quality Assurance/Quality Control | | 8 | $2,097 | 20 | $2,732 | 0 | $0 | 0 | $0 | 28 | $4,829 |
| | ODCs | | | | | $21,167 | | | | | | $21,167 |
| | **SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION** | | **64** | **$16,860** | **563** | **$81,671** | **0** | **$0** | **0** | **$0** | **627** | **$98,531.54** |
| **MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT** | | | | | | | | | | | | |
| 3.1 | Shell Oil Wells and Pipelines Abandonment | | 0 | $0 | 0 | $0 | 0 | $0 | 52 | $4,985 | 52 | $4,985 |
| | **SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT** | | **0** | **$0** | **0** | **$0** | **0** | **$0** | **52** | **$4,985** | **52** | **$4,984.86** |
| | **SUBTOTAL ALL MILESTONES** | | **64** | **$16,860** | **563** | **$81,671** | **0** | **$386,558** | **52** | **$4,985** | **679** | **$490,074.77** |

| CONTRACT PRICING PROPOSAL | | | | Page 1 |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | of 2 |
| Name of Proposer<br>**WKE, Inc.** | | | DIVISIONS/LOCATIONS<br>Santa Ana, CA | |
| Home Office Address<br>400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Environmental Revalidation - Design Updates - Rice Avenue Grade Separation | | | TOTAL AMOUNT OF PROPOSAL<br>**$16,860.42** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Project Manager | 18 | $114.71 | $2,064.78 | |
| Discipline Lead | 46 | $98.41 | $4,526.86 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 64 | | $6,591.64 | |
| Escalation | 3% | | 132.49 | |
| Total Direct Labor | | | | $6,724.13 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 127.95% | | | |
| | | | | |
| | | | | $8,603.53 |
| **3. Travel*** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers**** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0.00 |
| **5. Other Direct Costs*** | | | | $0 |
| **6. General & Admin. Expense ( of Item No. 4)** | | 0% | | |
| **7. Fee** | | 10% | | $1,532.77 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$16,860.42** |

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

| CONTRACT PRICING PROPOSAL | | | | Page 1 |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | of 2 |
| Name of Proposer<br>**Group Delta** | | | DIVISIONS/LOCATIONS<br>Environmental | |
| Home Office Address<br>32 Mauchly, Suite B, Irvine, CA 92618 | | | CONTRACT NO. | |
| Services to be Performed<br>Phase II Site Investigation | | | TOTAL AMOUNT OF PROPOSAL<br>**$386,558.37** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal | 22 | $112.87 | $2,483 | |
| Associate | 146 | $63.47 | $9,267 | |
| Senior | 18 | $45.00 | $810 | |
| Project | 108 | $38.87 | $4,198 | |
| Staff | 657 | $31.73 | $20,847 | |
| Technician | 24 | $32.57 | $782 | |
| Draftsperson | 104 | $34.37 | $3,574 | |
| Project Support | 16 | $29.48 | $472 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 1,095 | | $42,432 | |
| Escalation | 3% | | 1209.316845 | |
| Total Direct Labor | | | | $43,641 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 137.30% | | | |
| | | | | |
| | | | | $59,920 |
| **3. Travel*** | | | Est. Cost ($) | |
| a. Transportation | | | $1,566 | |
| b. Per Diem or Subsistence | | | $990 | |
| | | | | |
| | | Total Travel | | $2,556 |
| **4. Subcontractors/Suppliers**** | | | Est. Cost ($) | |
| Spectrum - Geophysical | | | $6,000 | |
| ABC Liovin - Drilling | | | $32,000 | |
| AIS - Drum Disposal | | | $1,750 | |
| Asset Labs - Laboratory | | | $203,000 | |
| E-Nor - Traffic Control | | | $4,750.00 | |
| Eco-Rental or Pine - Equipment Rental | | | $9,000.00 | |
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| | | Total Subcontractors/Suppliers | | $256,500 |
| **5. Other Direct Costs*** | | | | $13,585 |
| **6. General & Admin. Expense ( of Item No. 4)** | | 0% | | |
| **7. Fee** | | 10% | | $10,356.12 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$386,558.37** |

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

| CONTRACT PRICING PROPOSAL | | | | Page 1 |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**GPA Consultants** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Environmental Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$81,671.11** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Environmental Planner | 0 | $99.00 | $0 | |
| Senior Environmental Planner | 45 | $52.88 | $2,380 | |
| Senior Environmental Planner | 202 | $51.44 | $10,391 | |
| Environmental Planner | 236 | $30.90 | $7,292 | |
| Environmental Planner | 0 | $28.84 | $0 | |
| Senior Associate Biologist | 0 | $60.00 | $0 | |
| Senior Biologist | 0 | $49.04 | $0 | |
| Associate Biologist | 36 | $37.50 | $1,350 | |
| Associate Biologist | 0 | $32.45 | $0 | |
| Senior GIS Analyst | 44 | $45.67 | $2,009 | |
| | | | | |
| Labor Cost | 563 | | $23,422 | |
| Escalation | 3% | | $486 | |
| Total Direct Labor | | | | $23,908 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 130.06% | | | |
| | | | | |
| | | | | $31,095 |
| **3. Travel*** | | | Est. Cost ($) | |
| a. Transportation | | | $397 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $397 |
| **4. Subcontractors/Suppliers**** | | | Est. Cost ($) | |
| Duke CRM (Milestone 2, Task 3 - 2.3) | | | $13,030.00 | |
| Cornerstone (Milestone 2, Task 4 - 2.4) | | | $7,500.00 | |
| | | Total Subcontractors/Suppliers | | $20,530 |
| **5. Other Direct Costs*** | | | | $240 |
| **6. General & Admin. Expense ( of Item No. 4)** | | 0% | | |
| **7. Fee** | | 10% | | $5,500.38 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$81,671.11** |

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

# GPA

| 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 | Project Average | $255.73 | $136.60 | $132.88 | $79.82 | $74.50 | $154.99 | $126.68 | $96.87 | $83.82 | $117.97 | | |
| MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS | | | | | | | | | | | | | | |
| 1.2 | Hazardous Materials | | | | | | | | | | | | 0 | $0.00 |
| | SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS | | 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 | | | 25 | 62 | 128 | | | | 24 | | 24 | 263 | $27,026.69 |
| 2.2 | Re-validation Form for 95 Percent Project Design | | | | 12 | 64 | | | | 12 | | 8 | 96 | $8,809.27 |
| 2.3 | Supplemental Cultural Resource Studies | | | | | | | | | | | | 0 | $0.00 |
| 2.4 | Supplemental Initial Site Assessment | | | | | | | | | | | | 0 | $0.00 |
| 2.5 | Supplemental Community Impact Assessment Memo | | | | 4 | 22 | | | | | | 6 | 32 | $2,995.41 |
| 2.6 | Agricultural Resources | | | | 4 | 22 | | | | | | 6 | 32 | $2,995.41 |
| 2.7 | Project Management and Meetings | | | | 120 | | | | | | | | 120 | $15,945.46 |
| 2.8 | Quality Assurance/Quality Control | | | 20 | | | | | | | | | 20 | $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 | $0.00 |
| | SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT | | 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 |

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Padre Associates, Inc.** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>2775 N. Ventura Road, Oxnard, CA 93036 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Utility Coordination Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$4,984.86** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Professional | 8 | $59.00 | $472 | |
| Senior Professional | 14 | $51.65 | $723 | |
| Project Professional | 15 | $40.58 | $609 | |
| Drafting | 6 | $25.83 | $155 | |
| Word Processing | 9 | $22.13 | $199 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 52 | | $2,158 | |
| Escalation | 3% | | 0 | |
| Total Direct Labor | | | | $2,158 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 110.00% | | | |
| | | | | |
| | | | | $2,374 |
| **3. Travel*** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers**** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs*** | | | | $0 |
| **6. General & Admin. Expense ( of Item No. 4)** | | 0% | | |
| **7. Fee** | | 10% | | $453.17 |
| **TOTAL ESTIMATED COST AND FEE** | | | | **$4,984.86** |

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

# PADRE

| TASK | DESCRIPTION | FIRM | Principal Professional | Senior Professional | Project Professional | Drafting | Word Processing | | | | | TOTAL HOURS | Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Project Billing Rate (Burdened) for 1/1/18 to 12/13/19 | Project Average | $136.29 | $119.31 | $93.74 | $59.67 | $51.12 | $0.00 | $0.00 | $0.00 | $0.00 | | |
| | **MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS** | | | | | | | | | | | | |
| 1.1 | Hazardous Waste | | | | | | | | | | | 0 | $0.00 |
| | **SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS** | | 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 | | | | | | | | | | | 0 | $0.00 |
| 2.2 | Re-validation Form for 95 Percent Project Design | | | | | | | | | | | 0 | $0.00 |
| 2.3 | Supplemental Cultural Resource Studies | | | | | | | | | | | 0 | $0.00 |
| 2.4 | Supplemental Initial Site Assessment | | | | | | | | | | | 0 | $0.00 |
| 2.5 | Supplemental Community Impact Assessment Memo | | | | | | | | | | | 0 | $0.00 |
| 2.6 | Agricultural Resources | | | | | | | | | | | 0 | $0.00 |
| 2.7 | Project Management and Meetings | | | | | | | | | | | 0 | $0.00 |
| 2.8 | Quaility Assurance/Quality Control | | | | | | | | | | | 0 | $0.00 |
| | **SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 |
| | **MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT** | | | | | | | | | | | | |
| 3.1 | Shell Oil Wells and Pipelines Abandonment | | 8 | 14 | 15 | 6 | 9 | | | | | 52 | $4,984.86 |
| | **SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT** | | 8 | 14 | 15 | 6 | 9 | 0 | 0 | 0 | 0 | 52 | $4,984.86 |
| | **SUBTOTAL ALL MILESTONES** | | 8 | 14 | 15 | 6 | 9 | 0 | 0 | 0 | 0 | 52 | $4,984.86 |
| | **SUBTOTAL Other Direct Cost** | | | | | | | | | | | | $0.00 |
| | **SUBTOTAL Subconsultants** | | | | | | | | | | | | $0.00 |
| | **TOTAL** | | 8 | 14 | 15 | 6 | 9 | 0 | 0 | 0 | 0 | 52 | $4,984.86 |

# 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

WKE

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

1851 E. First Street, Suite 1400 • Santa Ana • CA • 92705 • phone (714) 953-2665

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

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

# TEAM BREAKDOWN

| TASK | DESCRIPTION | | WKE | Douglas | Epic | Fugro | GPA | Group Delta | Guida | HJA | KHA | KJC | LIN | PacRim | Padre | Tatsumi | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TASK 1 - PROJECT MANAGEMENT** | | | | | | | | | | | | | | | | | | |
| **1.1-1** | **Coordination/Administration** | **WKE** | **2176** | **$244,690** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **2176** | **$244,690** |
| 1.1-1a | Coordination and Meetings | WKE | 1116 | $162,616 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 1,116 | $162,616 |
| 1.1-1b | Administration | WKE | 248 | $14,770 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 248 | $14,770 |
| 1.1-1c | Site Visits | WKE | 192 | $4,879 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 192 | $4,879 |
| 1.1-1d | Maintain Project Files/Document Control | WKE | 248 | $21,001 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 248 | $21,001 |
| 1.1-1e | Subconsultant Coordination & Contracts/Agreements | WKE | 372 | $41,424 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 372 | $41,424 |
| **1.1-2** | **Work Plan** | **WKE** | **0** | **$0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0** | **$0** |
| **1.1-3** | **Project Schedule** | **WKE** | **372** | **$88,414** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **372** | **$88,414** |
| **1.1-4** | **Monthly Progress Reports and Invoices** | **WKE** | **372** | **$68,833** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **372** | **$68,833** |
| **1.1-5** | **Quality Assurance and Quality Control Plan** | **WKE** | **0** | **$0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0** | **$0** |
| | **SUBTOTAL Task 1 - Project Management** | | **2,920** | **$401,938** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **2,920** | **$401,938** |
| **TASK 2 - PLAN PREPARATION** | | | | | | | | | | | | | | | | | | |
| **2.1** | **65% PS&E SUBMITTAL** | **Various** | **6635** | **$1,117,213** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **24 $3,843** | **0 $0** | **1640 $243,471** | **353 $62,821** | **226 $25,772** | **156 $23,755** | **0 -$5** | **644 $74,043** | **9678** | **$1,550,913** |
| **2.1-0** | **35% PS&E (Geometric Design and BSDS)** | **WKE** | **938** | **$204,354** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **938** | **$204,354** |
| **2.1-1** | **Roadway Plans** | **WKE/Guida** | **1898** | **$312,708** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **24 $3,843** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **1922** | **$316,550** |
| 2.1-1a | Title Sheet | WKE | 32 | $5,606 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 32 | $5,606 |
| 2.1-1b | Typical Cross Sections | WKE | 122 | $20,214 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 122 | $20,214 |
| 2.1-1c | Key Map & Line Index | WKE | 20 | $2,748 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 20 | $2,748 |
| 2.1-1d | Project Controls | Guida | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 24 $3,843 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 24 | $3,843 |
| 2.1-1e | Layout Plans | WKE | 186 | $34,065 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 186 | $34,065 |
| 2.1-1f | Profiles and Superelevation Diagrams | WKE | 225 | $39,204 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 225 | $39,204 |
| 2.1-1g | *Construction Details* | *WKE* | *978* | *$157,342* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *978* | *$157,342* |
| 2.1-1g.1 | Removals | WKE | 250 | $39,262 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 250 | $39,262 |
| 2.1-1g.2 | Intersections and Curb Ramps | WKE | 238 | $47,137 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 238 | $47,137 |
| 2.1-1g.3 | Misc Details | WKE | 490 | $70,943 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 490 | $70,943 |
| 2.1-1h | Contour Grading Plans | WKE | 200 | $32,625 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 200 | $32,625 |
| 2.1-1i | Summary of Quantities | WKE | 135 | $20,903 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 135 | $20,903 |
| **2.1-2** | **Drainage Plans** | **WKE/Tatsumi** | **1288** | **$232,988** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **194 $23,255** | **1,482** | **$256,244** |
| 2.1-2a | Drainage Report | WKE | 120 | $19,141 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 120 | $19,141 |
| 2.1-2b | Drainage Plans, Profiles, Details, and Quantities | *WKE* | *1038* | *$191,581* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *1038* | *$191,581* |
| 2.1-2b.1 | Drainage Plans | WKE | 325 | $61,143 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 325 | $61,143 |
| 2.1-2b.2 | Drainage Profiles | WKE | 280 | $49,710 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 280 | $49,710 |
| 2.1-2b.3 | Drainage Details | WKE | 180 | $34,941 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 180 | $34,941 |
| 2.1-2b.4 | Drainage Quantities | WKE | 145 | $26,283 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 145 | $26,283 |
| 2.1-2b.5 | Temporary Drainage Plans, Profiles, Details, and Quantities | WKE | 108 | $19,504 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 108 | $19,504 |
| 2.1-2c | Temporary Water Pollution Control Plans | WKE | 130 | $22,266 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 130 | $22,266 |
| 2.1-2d | Erosion Control Plans | Tatsumi | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 194 $23,255 | 194 | $23,255 |
| **2.1-3** | **Stage Construction, Detours, and TMP** | **KHA** | **0** | **$0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **999 $149,508** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **999** | **$149,508** |
| 2.1-3a | Transportation Management Plan | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 133 $20,047 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 133 | $20,047 |
| 2.1-3b | Stage Construction (Plans, Details, and Quantities) | *KHA* | *0* | *$0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *314 $48,370* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *0 $0* | *314* | *$48,370* |
| 2.1-3b.1 | Stage Construction CAS and Index | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 31 $4,975 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 31 | $4,975 |
| 2.1-3b.2 | Stage Construction Plans | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 182 $27,670 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 182 | $27,670 |
| 2.1-3b.3 | Stage Construction Details | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 51 $7,886 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 51 | $7,886 |
| 2.1-3b.4 | Stage Construction Quantity Sheets | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 50 $7,839 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 50 | $7,839 |
| 2.1-3c | Traffic Handling Plan Detour (Plans and Quantities) | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 552 $81,091 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 552 | $81,091 |
| 2.1-3d | Detour Traffic Signal and rail crossing | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 | $0 |
| **2.1-4** | **Pavement Delineation Plans** | **WKE** | **198** | **$27,660** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **198** | **$27,660** |
| 2.1-4a | Pavement Delineation Plans | WKE | 99 | $12,794 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 99 | $12,794 |
| 2.1-4b | Pavement Delineation Details | WKE | 43 | $6,492 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 43 | $6,492 |
| 2.1-4c | Pavement Delineation Quantities | WKE | 56 | $8,374 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 56 | $8,374 |
| **2.1-5** | **Sign Plans** | **KHA** | **0** | **$0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **265 $37,365** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **265** | **$37,365** |
| 2.1-5a | Sign Plans | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 145 $20,336 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 145 | $20,336 |
| 2.1-5b | Sign Details | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 60 $8,515 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 60 | $8,515 |
| 2.1-5c | Sign Quantities | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 60 $8,515 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 60 | $8,515 |
| **2.1-6** | **Electrical Lighting, Signals** | **KHA/LIN** | **0** | **$0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **0 $0** | **376 $56,598** | **0 $0** | **226 $25,772** | **0 $0** | **0 $0** | **0 $0** | **602** | **$82,371** |
| 2.1-6a | Traffic Signals | KHA | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 376 $56,598 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 376 | $56,598 |
| 2.1-6b | Modifying Existing Electrical Systems | LIN | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 169 $19,765 | 0 $0 | 0 $0 | 0 $0 | 169 | $19,765 |
| 2.1-6c | Electrical System Details | LIN | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 40 $4,045 | 0 $0 | 0 $0 | 0 $0 | 40 | $4,045 |
| 2.1-6d | Electrical System Quantities | LIN | 0 | $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 0 $0 | 17 $1,963 | 0 $0 | 0 $0 | 0 $0 | 17 | $1,963 |

| TASK | DESCRIPTION | | WKE | | Douglas | | Epic | | Fugro | | GPA | | Group Delta | | Guida | | HJA | | KHA | | KJC | | LIN | | PacRim | | Padre | | Tatsumi | | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2.1-7** | **Irrigation Plans** | **Tatsumi** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **296** | **$32,504** | **296** | **$32,504** |
| 2.1-7a | Irrigation Removals | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 102 | $11,340 | 102 | $11,340 |
| 2.1-7b | Irrigation Plans | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 146 | $15,770 | 146 | $15,770 |
| 2.1-7c | Irrigation Quantities | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 48 | $5,394 | 48 | $5,394 |
| **2.1-8** | **Bridge Plans (Unchecked Details)** | **WKE/Tatsumi** | **1000** | **$139,229** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **77** | **$9,141** | **1,077** | **$148,371** |
| 2.1-8a | Rice Avenue Overcrossing | WKE | 870 | $119,986 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 870 | $119,986 |
| 2.1-8b | Aesthetics Structures Details | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 77 | $9,141.44 | 77 | $9,141 |
| 2.1-8c | Type Selection Report (Bridges) | WKE | 130 | $19,243 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0.00 | 130 | $19,243 |
| **2.1-9** | **Retaining Wall Plans** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **156** | **$23,755** | **0** | **$0** | **77** | **$9,141** | **233** | **$32,896** |
| 2.1-9a | Retaining Wall Key Map | WKE | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-9b | Retaining Wall 1 | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-9c | Retaining Wall 2 | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-9d | Retaining Wall 3 | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-9e | Retaining Wall 4 | WKE/PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-9f | Retaining Wall 5 | WKE/PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-9g | Aesthetics Wall Details | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 77 | $9,141.44 | 77 | $9,141 |
| 2.1-9h | Retaining Wall 1 - Alternative 3B | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 156 | $23,755 | 0 | $0 | 0 | $0.00 | 156 | $23,755 |
| **2.1-10** | **Utility Plans** | **WKE/KJC** | **164** | **$24,593** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **353** | **$62,821** | **0** | **$0** | **0** | **$0** | **0** | **-$5** | **0** | **$0** | **517** | **$87,409** |
| 2.1-10a | Utility Sheets | WKE | 52 | $7,320 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 52 | $7,320 |
| 2.1-10b | Utility Coordination | WKE | 52 | $7,320 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 52 | $7,320 |
| 2.1-10c | Update Utility Conflict Matrix | WKE | 60 | $9,953 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 60 | $9,953 |
| 2.1-10d | City Sewer Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 89 | $15,913 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 89 | $15,913 |
| 2.1-10e | City Water Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 177 | $31,395 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 177 | $31,395 |
| 2.1-10f | United Water Conservation District Water Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 87 | $15,513 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 87 | $15,513 |
| 2.1-10g | City 36" Sewer Line South of SR 34 (Optional) | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-10h | Coordination with Shell Oil Company | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.1-10i | Well Abandonment Work Plan/Site Health & Safety Plan/Permitting | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$5 | 0 | $0 | 0 | -$5 |
| **2.1-12** | **Storm Water Data Report** | **WKE** | **45** | **$8,088** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **45** | **$8,088** |
| **2.1-13** | **Constructability Review** | **WKE** | **44** | **$7,874** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **44** | **$7,874** |
| **2.1-14** | **QA/QC** | **WKE** | **1060** | **$159,719** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,060** | **$159,719** |
| | | | | | | | | | | | | | | | | **$0** | | | | | | | | | | | | | | | | |
| **2.2** | **95% PS&E SUBMITTAL** | **Various** | **5768** | **$270,440** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1033** | **$0** | **0** | **$0** | **24** | **$2,255** | **0** | **$0** | **745** | **$84,811** | **448** | **$67,420** | **150** | **$4,335** | **210** | **-$86,204** | **0** | **$0** | **287** | **-$53,087** | **8,665** | **$289,969** |
| **2.2-1** | **Update Roadway Plans** | **WKE/Guida** | **1114** | **$133,956** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **24** | **$2,255** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,138** | **$136,211** |
| 2.2-1a | Update Title Sheet | WKE | 45 | $6,744 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 45 | $6,744 |
| 2.2-1b | Update Typical Cross Sections | WKE | 179 | $25,467 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 179 | $25,467 |
| 2.2-1c | Update Key Map & Line Index | WKE | 16 | $1,186 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 16 | $1,186 |
| 2.2-1d | Update Project Controls | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 24 | $2,255 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 24 | $2,255 |
| 2.2-1e | Update Layout Plans | WKE | 156 | $20,187 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 156 | $20,187 |
| 2.2-1f | Update Profiles and Superelevation Diagrams | WKE | 170 | $22,456 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 170 | $22,456 |
| 2.2-1g | *Update Construction Details* | *WKE* | *280* | *$37,157* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *280* | *$37,157* |
| 2.2-1g.1 | Update Removals | WKE | 130 | $17,699 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 130 | $17,699 |
| 2.2-1g.2 | Update Intersections and Curb Ramps | WKE | 40 | $4,726 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $4,726 |
| 2.2-1g.3 | Update Misc Details | WKE | 110 | $14,732 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 110 | $14,732 |
| 2.2-1h | Update Contour Grading Plans | WKE | 168 | $20,151 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 168 | $20,151 |
| 2.2-1i | Update Summary of Quantities | WKE | 100 | $608 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 100 | $608 |
| **2.2-2** | **Update Drainage Plans** | **WKE/Tatsumi** | **940** | **$29,368** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **65** | **-$12,385.08** | **1,005** | **$16,983** |
| 2.2-2b | Update Drainage Plans, Profiles, Details, and Quantities | *WKE* | *760* | *$22,418* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *760* | *$22,418* |
| 2.2-2b.1 | Update Drainage Plans | WKE | 220 | $7,785 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 220 | $7,785 |
| 2.2-2b.2 | Update Drainage Profiles | WKE | 200 | $6,270 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 200 | $6,270 |
| 2.2-2b.3 | Update Drainage Details | WKE | 140 | $4,692 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 140 | $4,692 |
| 2.2-2b.4 | Update Drainage Quantities | WKE | 120 | $893 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 120 | $893 |
| 2.2-2b.5 | Update Temporary Drainage Plans, Profiles, Details, and Quantities | WKE | 80 | $2,778 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 80 | $2,778 |
| 2.2-2c | Update Temporary Water Pollution Control Plans | WKE | 180 | $6,950 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 180 | $6,950 |
| 2.2-2d | Update Erosion Control Plans | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 65 | -$12,385 | 65 | -$12,385 |
| **2.2-3** | **Update Stage Construction and Detours** | **KHA** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **439** | **$50,324** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **439** | **$50,324** |
| 2.2-3a | Update Stage Construction (Plans, Details, and Quantities) | *KHA* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *156* | *$17,585* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *156* | *$17,585* |
| 2.2-3a-1 | Update Stage Construction CAS and Index | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $2,250 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $2,250 |
| 2.2-3a-2 | Update Stage Construction Plans | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 82 | $10,392 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 82 | $10,392 |
| 2.2-3a-3 | Update Stage Construction Details | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 31 | $2,905 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 31 | $2,905 |
| 2.2-3a-4 | Update Stage Construction Quantity Sheets | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 23 | $2,038 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 23 | $2,038 |
| 2.2-3b | Update Traffic Handling Plan Detour (Plans and Quantities) | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 283 | $34,655 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 283 | $34,655 |
| 2.2-3c | Update Detour Traffic Signal and rail crossing | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$1,917 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$1,917 |
| **2.2-4** | **Update Pavement Delineation Plans** | **WKE** | **244** | **$29,014** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **244** | **$29,014** |
| 2.2-4a | Update Pavement Delineation Plans | WKE | 160 | $23,087 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 160 | $23,087 |
| 2.2-4b | Update Pavement Delineation Details | WKE | 36 | $5,527 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 36 | $5,527 |
| 2.2-4c | Update Pavement Delineation Quantities | WKE | 48 | $400 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 48 | $400 |

| TASK | DESCRIPTION | | WKE | | Douglas | | Epic | | Fugro | | GPA | | Group Delta | | Guida | | HJA | | KHA | | KJC | | LIN | | PacRim | | Padre | | Tatsumi | | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2.2-5** | **Update Sign Plans** | **KHA** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **147** | **$15,435** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **147** | **$15,435** |
| 2.2-5a | Update Sign Plans | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 89 | $9,768 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 89 | $9,768 |
| 2.2-5b | Update Sign Details | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 35 | $3,542 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 35 | $3,542 |
| 2.2-5c | Update Sign Quantities | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 23 | $2,125 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 23 | $2,125 |
| **2.2-6** | **Update Electrical Lighting, Signals** | **KHA/LIN** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **100** | **$12,579** | **0** | **$0** | **150** | **$4,335** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **250** | **$16,913** |
| 2.2-6a | Update Traffic Signals | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 100 | $12,579 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 100 | $12,579 |
| 2.2-6b | Update Modifying Existing Electrical Systems | LIN | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 105 | $2,845 | 0 | $0 | 0 | $0 | 0 | $0 | 105 | $2,845 |
| 2.2-6c | Update Electrical System Details | LIN | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 30 | $1,282 | 0 | $0 | 0 | $0 | 0 | $0 | 30 | $1,282 |
| 2.2-6d | Update Electrical System Quantities | LIN | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 15 | $209 | 0 | $0 | 0 | $0 | 0 | $0 | 15 | $209 |
| **2.2-7** | **Update Irrigation Plans** | **Tatsumi** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **122** | **-$23,665.72** | **122** | **-$23,666** |
| 2.2-7a | Update Irrigation Removals | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 37 | -$8,279 | 37 | -$8,279 |
| 2.2-7b | Update Irrigation Plans | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 68 | -$11,550 | 68 | -$11,550 |
| 2.2-7c | Update Irrigation Quantities | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 17 | -$3,837 | 17 | -$3,837 |
| **2.2-8** | **Update Bridge Plans** | **WKE/Tatsumi** | **1230** | **$10,067** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **47** | **-$6,615.77** | **1,277** | **$3,451** |
| 2.2-8a | Rice Avenue Overcrossing | WKE | 990 | $7,488 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 990 | $7,488 |
| 2.2-8b | Update Aesthetics Structures Details | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 47 | -$6,616 | 47 | -$6,616 |
| 2.2-8c | Bridge Independent Check | WKE | 240 | $2,579 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 240 | $2,579 |
| **2.2-9** | **Update Retaining Wall Plans** | **Various** | **0** | **-$126,853** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **-$86,204** | **0** | **$0** | **53** | **-$10,420.26** | **53** | **-$223,477** |
| 2.2-9a | Update Retaining Wall Key Map | WKE | 0 | -$2,067 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$2,067 |
| 2.2-9b | Retaining Wall 1 | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$54,596 | 0 | $0 | 0 | $0 | 0 | -$54,596 |
| 2.2-9c | Retaining Wall 2 | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.2-9d | Retaining Wall 3 | PacRim | 0 | -$38,189 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$38,189 |
| 2.2-9e | Retaining Wall 4 | WKE/PacRim | 0 | -$43,299 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$29,693 | 0 | $0 | 0 | $0 | 0 | -$72,992 |
| 2.2-9f | Retaining Wall 5 | WKE/PacRim | 0 | -$43,299 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$34,189 | 0 | $0 | 0 | $0 | 0 | -$77,488 |
| 2.2-9g | Update Aesthetics Wall Details | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 53 | -$10,420 | 53 | -$10,420 |
| 2.2-9h | Retaining Wall 1 - Alternative 3B | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 210 | $32,274 | 0 | $0 | 0 | $0 | 210 | $32,274 |
| **2.2-10** | **Update Utility Plans** | **WKE/KJC** | **480** | **$60,726** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **448** | **$67,420** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **928** | **$128,146** |
| 2.2-10a | Update Utility Sheets | WKE | 130 | $14,483 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 130 | $14,483 |
| 2.2-10b | Utility Coordination | WKE | 250 | $34,803 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 250 | $34,803 |
| 2.2-10c | Update Utility Conflict Matrix | WKE | 100 | $11,440 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 100 | $11,440 |
| 2.2-10d | City Sewer Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 114 | $17,648 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 114 | $17,648 |
| 2.2-10e | City Water Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 223 | $35,223 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 223 | $35,223 |
| 2.2-10f | United Water Conservation District Water Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 111 | $15,973 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 111 | $15,973 |
| 2.2-10g | City 36" Sewer Line South of SR 34 (Optional) | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$1,425 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$1,425 |
| **2.2-11** | **Construction Schedule** | **WKE** | **140** | **$1,511** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **140** | **$1,511** |
| **2.2-12** | **Utility and ROW Update** | **WKE** | **40** | **$357** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **40** | **$357** |
| **2.2-13** | **Update SWDR** | **WKE** | **72** | **$518** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **72** | **$518** |
| **2.2-14** | **Environmental Commitment Record (ECR)** | **WKE/GPA** | **256** | **$46,058** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1033** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,289** | **$46,058** |
| 2.2-14a | Environmental Commitment Record (ECR) | WKE | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 388 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 388 | $0 |
| 2.2-14b | Environmental Mitigation | WKE | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 95 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 95 | $0 |
| 2.2-14c | Environmental Document Re-Validation | WKE/GPA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 550 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 550 | $0 |
| 2.2-14d | Supplemental Project Report | WKE | 256 | $46,058 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 256 | $46,058 |
| **2.2-15** | **Update TMP** | **KHA** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **59** | **$6,474** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **59** | **$6,474** |
| **2.2-16** | **CPUC GO 88B application and Section 190 funding request** | **Douglas** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **2.2-17** | **Update Drainage Report** | **WKE** | **72** | **$518** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **72** | **$518** |
| **2.2-18** | **Constructability Review** | **WKE** | **120** | **$7,841** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **120** | **$7,841** |
| **2.2-19** | **QA/QC** | **WKE** | **1060** | **$77,357** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,060** | **$77,357** |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.3** | **100% PS&E SUBMITTAL** | **Various** | **1746** | **-$17,899** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **424** | **-$5,719** | **195** | **-$11,996** | **90** | **$1,675** | **10** | **-$3,003** | **0** | **$0** | **128** | **$503** | **2,593** | **-$36,440** |
| **2.3-1** | **Final Roadway Plans** | **WKE/Guida** | **305** | **$108** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **305** | **$108** |
| 2.3-1a | Final Title Sheet | WKE | 8 | $68 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 8 | $68 |
| 2.3-1b | Final Typical Cross Sections | WKE | 40 | $319 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $319 |
| 2.3-1c | Final Key Map & Line Index | WKE | 4 | $35 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 4 | $35 |
| 2.3-1d | Final Project Controls | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.3-1e | Final Layout Plans | WKE | 42 | $363 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 42 | $363 |
| 2.3-1f | Final Profiles and Superelevation Diagrams | WKE | 30 | $194 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 30 | $194 |
| 2.3-1g | *Final Construction Details* | *WKE* | *114* | *-$1,384* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *114* | *-$1,384* |
| 2.3-1g.1 | Final Removals | WKE | 40 | $319 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $319 |
| 2.3-1g.2 | Final Intersections and Curb Ramps | WKE | 14 | -$2,118 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 14 | -$2,118 |
| 2.3-1g.3 | Final Misc Details | WKE | 60 | $414 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 60 | $414 |
| 2.3-1h | Final Contour Grading Plans | WKE | 42 | $320 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 42 | $320 |
| 2.3-1i | Final Summary of Quantities | WKE | 25 | $193 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 25 | $193 |

| TASK | DESCRIPTION | | WKE | | Douglas | | Epic | | Fugro | | GPA | | Group Delta | | Guida | | HJA | | KHA | | KJC | | LIN | | PacRim | | Padre | | Tatsumi | | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2.3-2** | **Final Drainage Plans** | **WKE/Tatsumi** | **300** | **$2,171** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **36** | **$143** | **336** | **$2,314** |
| 2.3-2a | Final Drainage Plans, Profiles, Details, and Quantities | *WKE* | *210* | *$1,556* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *210* | *$1,556* |
| 2.3-2a.1 | Final Drainage Plans | WKE | 60 | $442 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 60 | $442 |
| 2.3-2a.2 | Final Drainage Profiles | WKE | 60 | $405 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 60 | $405 |
| 2.3-2a.3 | Final Drainage Details | WKE | 40 | $326 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $326 |
| 2.3-2a.4 | Final Drainage Quantities | WKE | 30 | $230 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 30 | $230 |
| 2.3-2a.5 | Final Temporary Drainage Plans, Profiles, Details, and Quantities | WKE | 20 | $154 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $154 |
| 2.3-2b | Final Temporary Water Pollution Control Plans | WKE | 90 | $615 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 90 | $615 |
| 2.3-2c | Final Erosion Control Plans | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 36 | $143 | 36 | $143 |
| **2.3-3** | **Final Stage Construction and Detours** | **KHA** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **269** | **-$6,285** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **269** | **-$6,285** |
| 2.3-3a | Final Stage Construction (Plans, Details, and Quantities) | *KHA* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *129* | *-$469* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *0* | *$0* | *129* | *-$469* |
| 2.3-3a.1 | Final Stage Construction CAS and Index | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 12 | $674 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 12 | $674 |
| 2.3-3a.2 | Final Stage Construction Plans | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 70 | -$999 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 70 | -$999 |
| 2.3-3a.3 | Final Stage Construction Details | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 28 | -$208 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 28 | -$208 |
| 2.3-3a.4 | Final Stage Construction Quantity Sheets | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 19 | $64 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 19 | $64 |
| 2.3-3b | Final Traffic Handling Plan Detour (Plans and Quantities) | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 140 | $487 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 140 | $487 |
| 2.3-3c | Final Detour Traffic Signal and rail crossing | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$6,303 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$6,303 |
| **2.3-4** | **Final Pavement Delineation Plans** | **WKE** | **61** | **$481** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **61** | **$481** |
| 2.3-4a | Final Pavement Delineation Plans | WKE | 40 | $317 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $317 |
| 2.3-4b | Final Pavement Delineation Details | WKE | 9 | $73 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 9 | $73 |
| 2.3-4c | Final Pavement Delineation Quantities | WKE | 12 | $91 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 12 | $91 |
| **2.3-5** | **Final Sign Plans** | **KHA** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **80** | **$281** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **80** | **$281** |
| 2.3-5a | Final Sign Plans | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $137 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $137 |
| 2.3-5b | Final Sign Details | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $71 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $71 |
| 2.3-5c | Final Sign Quantities | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $73 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $73 |
| **2.3-6** | **Final Electrical Lighting, Signals** | **KHA/LIN** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **40** | **$147** | **0** | **$0** | **90** | **$1,675** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **130** | **$1,822** |
| 2.3-6a | Final Traffic Signals | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $147 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 40 | $147 |
| 2.3-6b | Final Modifying Existing Electrical Systems | LIN | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 59 | $879 | 0 | $0 | 0 | $0 | 0 | $0 | 59 | $879 |
| 2.3-6c | Final Electrical System Details | LIN | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $747 | 0 | $0 | 0 | $0 | 0 | $0 | 20 | $747 |
| 2.3-6d | Final Electrical System Quantities | LIN | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 11 | $49 | 0 | $0 | 0 | $0 | 0 | $0 | 11 | $49 |
| **2.3-7** | **Final Irrigation Plans** | **Tatsumi** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **44** | **$168** | **44** | **$168** |
| 2.3-7a | Final Irrigation Removals | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 15 | $57 | 15 | $57 |
| 2.3-7b | Final Irrigation Plans | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 24 | $90 | 24 | $90 |
| 2.3-7c | Final Irrigation Quantities | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 5 | $21 | 5 | $21 |
| **2.3-8** | **Final Bridge Plans** | **WKE/Tatsumi** | **308** | **$2,150** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **26** | **$102** | **334** | **$2,251** |
| 2.3-8a | Rice Avenue Overcrossing | WKE | 308 | $2,150 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 308 | $2,150 |
| 2.3-8b | Final Aesthetics Structures Details | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 26 | $102 | 26 | $102 |
| **2.3-9** | **Final Retaining Wall Plans** | **Various** | **0** | **-$36,096** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **10** | **-$3,003** | **0** | **$0** | **22** | **$89** | **32** | **-$39,010** |
| 2.3-9a | Final Retaining Wall Key Map | WKE | 0 | -$687 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$687 |
| 2.3-9b | Retaining Wall 1 | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$4,588 | 0 | $0 | 0 | $0 | 0 | -$4,588 |
| 2.3-9c | Retaining Wall 2 | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.3-9d | Retaining Wall 3 | PacRim | 0 | -$11,803 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$11,803 |
| 2.3-9e | Retaining Wall 4 | WKE/PacRim | 0 | -$11,803 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$11,803 |
| 2.3-9f | Retaining Wall 5 | WKE/PacRim | 0 | -$11,803 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$11,803 |
| 2.3-9g | Final Aesthetics Wall Details | Tatsumi | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 22 | $89 | 22 | $89 |
| 2.3-9h | Retaining Wall 1 - Alternative 3B | PacRim | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 10 | $1,585 | 0 | $0 | 0 | $0 | 10 | $1,585 |
| **2.3-10** | **Final Utility Plans** | **WKE/KJC** | **80** | **$642** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **195** | **-$11,996** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **275** | **-$11,354** |
| 2.3-10a | Final Utility Sheets | WKE | 36 | $293 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 36 | $293 |
| 2.3-10b | Utility Coordination | WKE | 36 | $293 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 36 | $293 |
| 2.3-10c | Update Utility Conflict Matrix | WKE | 8 | $56 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 8 | $56 |
| 2.3-10d | City Sewer Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 51 | -$3,214 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 51 | -$3,214 |
| 2.3-10e | City Water Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 98 | $1,874 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 98 | $1,874 |
| 2.3-10f | United Water Conservation District Water Line | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 46 | -$5,311 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 46 | -$5,311 |
| 2.3-10g | City 36" Sewer Line South of SR 34 (Optional) | KJC | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$5,345 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$5,345 |
| **2.3-11** | **Resident Engineer File** | **WKE** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **2.3-12** | **Final Reports** | **WKE/KHA** | **72** | **$518** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **35** | **$138** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **107** | **$656** |
| 2.3-12a | Final Drainage Report | WKE | 36 | $259 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 36 | $259 |
| 2.3-12b | Final SWDR | WKE | 36 | $259 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 36 | $259 |
| 2.3-12c | Final TMP | KHA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 35 | $138 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 35 | $138 |
| **2.3-13** | **Final Construction Schedule** | **WKE** | **40** | **$507** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **40** | **$507** |

| TASK | DESCRIPTION | | | WKE | | Douglas | | Epic | | Fugro | | GPA | | Group Delta | | Guida | | HJA | | KHA | | KJC | | LIN | | PacRim | | Padre | | Tatsumi | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2.3-14** | **QA/QC** | **WKE** | **580** | **$11,621** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **580** | **$11,621** |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.4** | **Right of Way Documentation and Engineering** | **Various** | **140** | **$29,070** | **91** | **$10,617** | **0** | **-$31,468** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1217** | **$218,075** | **420** | **$17,708** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,868** | **$244,002** |
| **2.4-1** | **Activities** | **Various** | **140** | **$29,070** | **0** | **$0** | **0** | **-$31,468** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1217** | **$218,075** | **420** | **$69,197** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,777** | **$284,874** |
| 2.4-1a | Perform Record Data Search | HJA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 60 | $9,885 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 60 | $9,885 |
| 2.4-1b | Acquire Title Reports | HJA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.4-1c | Perform Land Net Recovery and Field Ties | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.4-1d | Prepare Land Net Map - "Before Condition" Record of Survey | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.4-1e | Perform Monument Perpetuation Surveys | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.4-1f | Prepare Right-of-Way Appraisal Maps | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 288 | $52,779 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 288 | $52,779 |
| 2.4-1g | Prepare Acquisition Documents | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 46 | $8,998 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 46 | $8,998 |
| 2.4-1h | Prepare Resolution of Necessity Legal Description and Plats | HJA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 2.4-1i | Prepare Director's Deed and Plats | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 198 | $37,031 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 198 | $37,031 |
| 2.4-1j | Prepare Utility Legal Description and Plat | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 278 | $50,951 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 278 | $50,951 |
| 2.4-1k | Prepare Parcel Files | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 26 | $4,514 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 26 | $4,514 |
| 2.4-1l | Prepare appraisals | HJA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 110 | $18,123 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 110 | $18,123 |
| 2.4-1m | Prepare secondary appraisals | EPIC | 0 | $0 | 0 | $0 | 0 | -$31,468 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$31,468 |
| 2.4-1n | Prepare Right-of-Way Requirement Maps (PD-26) | Guida | 140 | $29,070 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 48 | $9,736 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 188 | $38,806 |
| 2.4-1o | Additional Design Survey | Guida | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 333 | $54,066 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 333 | $54,066 |
| 2.4-1p | Acquire Right of Entry Permits | HJA | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 250 | $41,188 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 250 | $41,188 |
| **2.4-2** | **Right of Way Acquisition** | **HJA** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **-$51,489** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **-$51,489** |
| | **SUBTOTAL - Task 2 - Plan Preparation** | | **14,289** | **$1,398,824** | **91** | **$10,617** | **0** | **-$31,468** | **0** | **$0** | **1,033** | **$0** | **0** | **$0** | **1,265** | **$224,173** | **420** | **$17,708** | **2,809** | **$322,563** | **996** | **$118,245** | **466** | **$31,782** | **376** | **-$65,452** | **0** | **-$5** | **1,059** | **$21,459** | **#####** | **$2,048,444** |
| **TASK 3 - SPECIFICATION PREPARATION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **3.1** | **Bid Specifications** | **Various** | **748** | **$42,691** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **85** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **170** | **$18,343** | **74** | **$14,451** | **58** | **$623** | **80** | **$1,296** | **0** | **$0** | **80** | **$330** | **1,295** | **$77,734** |
| 3.1a | 65% Specifications | Various | 217 | $38,088 | 0 | $0 | 0 | $0 | 0 | $0 | 1 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 55 | $10,098 | 38 | $7,340 | 10 | $1,935 | 14 | $2,891 | 0 | $0 | 12 | $1,428 | 347 | $61,779 |
| 3.1b | 95% Specifications | Various | 388 | $3,492 | 0 | $0 | 0 | $0 | 0 | $0 | 42 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 85 | $6,570 | 28 | $5,541 | 30 | -$2,916 | 48 | -$1,164 | 0 | $0 | 42 | -$1,206 | 663 | $10,316 |
| 3.1c | 100% Specifications | Various | 143 | $1,111 | 0 | $0 | 0 | $0 | 0 | $0 | 42 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 30 | $1,675 | 8 | $1,570 | 18 | $1,604 | 18 | -$431 | 0 | $0 | 26 | $109 | 285 | $5,638 |
| | **SUBTOTAL - Task 3 - Specification Preparation** | | **748** | **$42,691** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **85** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **170** | **$18,343** | **74** | **$14,451** | **58** | **$623** | **80** | **$1,296** | **0** | **$0** | **80** | **$330** | **1,295** | **$77,734** |
| **TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **4.1** | **Engineer's Estimate** | **Various** | **899** | **$103,827** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **205** | **$17,272** | **47** | **$9,897** | **46** | **$2,135** | **161** | **-$27,677** | **0** | **$0** | **70** | **$268** | **1,428** | **$105,723** |
| 4.1a | 65% Engineer's Estimate | Various | 599 | $100,657 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 90 | $13,513 | 28 | $5,884 | 19 | $2,017 | 31 | $5,038 | 0 | $0 | 40 | $4,317 | 807 | $131,426 |
| 4.1b | 95% Engineer's Estimate | Various | 184 | $1,968 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 80 | $3,637 | 14 | $2,942 | 16 | $69 | 83 | -$30,678 | 0 | $0 | 20 | -$4,086 | 397 | -$26,148 |
| 4.1c | 100% Engineer's Estimate | Various | 116 | $1,227 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 35 | $122 | 5 | $1,071 | 11 | $49 | 47 | -$2,036 | 0 | $0 | 10 | $38 | 224 | $469 |
| 4.1d | Alt 3a and 3b Engineer's Estimate | WKE | 0 | -$25 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | -$25 |
| | **SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost** | | **899** | **$103,827** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **205** | **$17,272** | **47** | **$9,897** | **46** | **$2,135** | **161** | **-$27,677** | **0** | **$0** | **70** | **$268** | **1,428** | **$105,723** |
| **TASK 5 - GEOTECHNICAL INVESTIGATION** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **5.1** | **Geotechnical and Foundation Reports** | **Fugro** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **792** | **-$18,372** | **0** | **$0** | **1019** | **$43,767** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,811** | **$25,395** |
| 5.1a | Geotechnical Design Report (GDR) | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 78 | $724 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 78 | $724 |
| 5.1b | Percolation Testing (4 Locations) | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 46 | $342 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 46 | $342 |
| 5.1c | Foundation Reports for Bridges, Retaining, and Sound Wall, OH Signs | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 365 | -$35,790 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 365 | -$35,790 |
| 5.1d | Materials Report | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 61 | $4,328 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 61 | $4,328 |
| 5.1e | Final Geotechnical Investigation Report | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 242 | $12,024 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 242 | $12,024 |
| 5.1f | Additional Testing for Hazardous Materials | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| 5.1g | Extended Hazardous Materials Testing | Fugro | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 1,019 | $43,767 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 1,019 | $43,767 |
| | **SUBTOTAL - Task 5 - Geotechnical Investigation** | | **0** | **$0** | **0** | **$0** | **0** | **$0** | **792** | **-$18,372** | **0** | **$0** | **1,019** | **$43,767** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **1,811** | **$25,395** |
| **TASK 6 - PERMITTING** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.1** | **Permit Applications** | **WKE** | **344** | **$5,062** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **344** | **$5,062** |
| **6.2** | **Fact Sheets** | **WKE** | **621** | **$119,385** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **621** | **$119,385** |
| | **SUBTOTAL - Task 6 - Permitting** | | **965** | **$124,447** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **965** | **$124,447** |

| TASK | DESCRIPTION | | WKE | | Douglas | | Epic | | Fugro | | GPA | | Group Delta | | Guida | | HJA | | KHA | | KJC | | LIN | | PacRim | | Padre | | Tatsumi | | TOTAL HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TASK 7 - BID AND CONSTRUCTION SUPPORT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **7.1** | **Pre-Construction Meeting** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.2** | **Partnering Workshop** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.4** | **Shop Drawing and Submittal Review** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.5** | **Additional drawings at Caltrans Request** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.6** | **Site Visits/Construction Meetings** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.7** | **Respond to Inquiries/ RFIs** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.8** | **Change Order Preparation and Review, CRIP Reviews** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.9** | **Develop As-Builts and Final Record Drawing Plans** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.11** | **Deliver Project Files** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.12** | **Post Audits** | **Various** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.13** | **CPUC Section 190 Reimbursement to City; & file Form G** | **Douglas** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| **7.14** | **Railroad 5% Mandatory Contribution Payment(s) to City** | **Douglas** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| | **SUBTOTAL - Task 7 - Bid and Construction Support** | | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** | **0** | **$0** |
| SUBTOTAL Design Phase (Tasks 1 thru 6) | | | 19,821 | $2,071,727 | 91 | $10,617 | 0 | -$31,468 | 792 | -$18,372 | 1,117 | $0 | 1,019 | $43,767 | 1,265 | $224,173 | 420 | $17,708 | 3,184 | $358,177 | 1,117 | $142,593 | 570 | $34,540 | 617 | -$91,833 | 0 | -$5 | 1,209 | $22,057 | 31,222 | $2,783,681 |
| SUBTOTAL Construction Phase (Task 7) | | | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| SUBTOTAL Other Direct Cost | | | 0 | $22,218 | 0 | $262.00 | 0 | -$185.30 | 0 | $55,219.29 | 0 | $0 | 0 | $11,270 | 0 | $1,139 | 0 | $109,291 | 0 | $280 | 0 | $763 | 0 | -$36 | 0 | -$684 | 0 | $0 | 0 | -$422 | 0 | $199,116 |
| SUBTOTAL Subconsultants | | | 0 | $0 | 0 | $0 | 0 | -$7,500 | 0 | $0 | 0 | $0 | 0 | $89,841 | 0 | -$8,256 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $74,084 |
| TOTAL | | | 19,821 | $2,093,945.15 | 91 | $10,879.08 | 0 | -$39,153.27 | 792 | $36,846.81 | 1,117 | $0.00 | 1,019 | $144,878.01 | 1,265 | $217,055.17 | 420 | $126,999.33 | 3,184 | $358,457.63 | 1,117 | $143,356.20 | 570 | $34,503.28 | 617 | -$92,516.91 | 0 | -$5.00 | 1,209 | $21,635.17 | 31,222 | $3,056,880.66 |

**WKE**

| CONTRACT PRICING PROPOSAL | | | | Page 1 |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | of 2 |
| Name of Proposer<br>**WKE, Inc.** | | | DIVISIONS/LOCATIONS<br>Santa Ana, CA | |
| Home Office Address<br>1851 E. First Street, Suite 1400, Santa Ana, CA 92705 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>PS&E - Rice Avenue Grade Separation (Alternative 3B) | | | TOTAL AMOUNT OF PROPOSAL<br>**$2,093,945.15** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Project Manager | 1,030 | $114.71 | $118,151 | |
| Discipline Lead | 2,038 | $98.41 | $200,560 | |
| Senior Task Manager | 1,880 | $88.68 | $166,718 | |
| Senior Project Engineer 2 | 3,608 | $88.81 | $320,426 | |
| Senior Project Engineer 1 | 2,818 | $70.63 | $199,035 | |
| Project Engineer | 4,059 | $48.56 | $197,085 | |
| Assistant Engineer | 2,994 | $32.97 | $98,722 | |
| CADD | 1,006 | $37.89 | $38,112 | |
| Administrative | 388 | $29.16 | $11,314 | |
| | | | | |
| Labor Cost | 19,821 | | $1,350,124 | |
| Escalation | 3% | | $91,131 | |
| Total Direct Labor | | | | $1,441,256 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 127.95% | | | |
| | | | | |
| | | | | $1,844,087 |
| **3. Travel*** | | | Est. Cost ($) | |
| a. Transportation | | | $5,260 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $5,260 |
| **4. Subcontractors/Suppliers**** | | Cost to Complete | Remaining Balance | |
| | | | | |
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| | | | | |
| | | | | |
| Total Subcontractors/Suppliers (Cost to Complete) | | | | $0 |
| **5. Other Direct Costs*** | | | | $32,025 |
| **6. General & Admin. Expense ( of Item No. 4)** | | 0% | | $0 |
| **7. Fee** | | 10% | | $328,534 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$3,651,161.91** |
| **REMAINING BALANCE** | | | | **($1,557,216.76)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$2,093,945.15** |

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

| CONTRACT PRICING PROPOSAL | | | Page ___2___ of ___2___ |
|---|---|---|---|
| **SUPPORTING SCHEDULE** | | | |
| ITEM NO. | ITEM DESCRIPTION | NUMBER | EST. COST ($) |
| 3a. Travel - Transportation | | | |
| $20.00 | Parking | 31 | $620.00 |
| $0.580 | Mileage | 8000 | $4,640.00 |
| | | | |
| | | 3a. TOTAL | $5,260.00 |
| | | | |
| 3b. Travel - Per Diem or Subsistence | Subsistence (Meals) | 3b. TOTAL | $0.00 |
| | | | |
| 5. Other Direct Costs | | | |
| | | | |
| **Unit Cost** | **Reproduction** | **Number** | |
| $0.10 | Printing (8.5"x11" Black & White) | 1,890 | $189.00 |
| $0.20 | Printing (11"x17" Black & White) | 25,500 | $5,100.00 |
| $0.40 | Printing (8.5"x11" Color) | 28,500 | $11,400.00 |
| $0.80 | Printing (11"x17" Color) | 1,920 | $1,536.00 |
| $11.00 | Full Color Presentation Exhibits | 800 | $8,800.00 |
| $2,000.00 | Potholes | | $0.00 |
| $10.00 | Printing (24"x36" Black & White 4-Mil Mylar Prints) | 500 | $5,000.00 |
| | | | |
| | | | |
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| | | | |
| | | 5. TOTAL | $32,025.00 |
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| | | | |
| | | | |
| TYPE NAME AND TITLE<br>Carlos Cadena, Senior Vice President | | | |
| NAME OF FIRM<br>WKE, Inc. | | DATE OF SUBMISSION | |

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

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

| TASK | DESCRIPTION | FIRM | Project Manager | Discipline Lead | Senior Task Manager | Senior Project Engineer 2 | Senior Project Engineer 1 | Project Engineer | Assistant Engineer | CADD | Administrative | TOTAL HOURS | COST TO COMPLETE | REMAINING BALANCE | AMENDMENT COST ---------- (Cost to Complete - Remaining Balance) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2.3** | **100% PS&E SUBMITTAL** | **Various** | **44** | **176** | **160** | **242** | **142** | **481** | **361** | **140** | **0** | **1,746** | **$290,796** | **-$308,695** | **-$17,898.57** |
| **2.3-1** | **Final Roadway Plans** | **WKE/Guida** | **0** | **56** | **0** | **80** | **0** | **84** | **85** | **0** | **0** | **305** | **$52,188** | **-$52,080** | **$108.24** |
| 2.3-1a | Final Title Sheet | WKE | | 2 | | 2 | | 4 | | | | 8 | $1,522 | -$1,455 | $67.58 |
| 2.3-1b | Final Typical Cross Sections | WKE | | 10 | | 10 | | 10 | 10 | | | 40 | $7,194 | -$6,874 | $319.40 |
| 2.3-1c | Final Key Map & Line Index | WKE | | 2 | | | | 2 | | | | 4 | $787 | -$752 | $34.93 |
| 2.3-1e | Final Layout Plans | WKE | | 10 | | 16 | | 8 | 8 | | | 42 | $8,183 | -$7,820 | $363.36 |
| 2.3-1f | Final Profiles and Superelevation Diagrams | WKE | | 4 | | 4 | | 10 | 12 | | | 30 | $4,363 | -$4,170 | $193.74 |
| 2.3-1g | *Final Construction Details* | *WKE* | *0* | *20* | *0* | *24* | *0* | *34* | *36* | *0* | *0* | *114* | *$18,570* | *-$19,954* | *-$1,384.46* |
| 2.3-1g.1 | Final Removals | WKE | | 10 | | 10 | | 10 | 10 | | | 40 | $7,194 | -$6,874 | $319.40 |
| 2.3-1g.2 | Final Intersections and Curb Ramps | WKE | | 2 | | 2 | | 4 | 6 | | | 14 | $2,052 | -$4,170 | -$2,117.88 |
| 2.3-1g.3 | Final Misc Details | WKE | | 8 | | 12 | | 20 | 20 | | | 60 | $9,324 | -$8,910 | $414.02 |
| 2.3-1h | Final Contour Grading Plans | WKE | | 4 | | 16 | | 10 | 12 | | | 42 | $7,216 | -$6,896 | $320.40 |
| 2.3-1i | Final Summary of Quantities | WKE | | 4 | | 8 | | 6 | 7 | | | 25 | $4,353 | -$4,160 | $193.28 |
| **2.3-2** | **Final Drainage Plans** | **WKE/Tatsumi** | **0** | **0** | **100** | **0** | **0** | **180** | **20** | **0** | **0** | **300** | **$48,896** | **-$46,725** | **$2,171.07** |
| 2.3-2a | Final Drainage Plans, Profiles, Details, and Quantities | *WKE* | *0* | *0* | *80* | *0* | *0* | *110* | *20* | *0* | *0* | *210* | *$35,051* | *-$33,495* | *$1,556.32* |
| 2.3-2a.1 | Final Drainage Plans | WKE | | | 20 | | | 40 | | | | 60 | $9,946 | -$9,504 | $441.62 |
| 2.3-2a.2 | Final Drainage Profiles | WKE | | | 20 | | | 20 | 20 | | | 60 | $9,112 | -$8,707 | $404.58 |
| 2.3-2a.3 | Final Drainage Details | WKE | | | 20 | | | 20 | | | | 40 | $7,347 | -$7,021 | $326.21 |
| 2.3-2a.4 | Final Drainage Quantities | WKE | | | 12 | | | 18 | | | | 30 | $5,188 | -$4,957 | $230.35 |
| 2.3-2a.5 | Final Temporary Drainage Plans, Profiles, Details, and Quantities | WKE | | | 8 | | | 12 | | | | 20 | $3,459 | -$3,305 | $153.56 |
| 2.3-2b | Final Temporary Water Pollution Control Plans | WKE | | | 20 | | | 70 | | | | 90 | $13,845 | -$13,230 | $614.74 |
| **2.3-4** | **Final Pavement Delineation Plans** | **WKE** | **0** | **12** | **0** | **12** | **0** | **37** | **0** | **0** | **0** | **61** | **$10,822** | **-$10,342** | **$480.53** |
| 2.3-4a | Final Pavement Delineation Plans | WKE | | 8 | | 8 | | 24 | | | | 40 | $7,128 | -$6,812 | $316.50 |
| 2.3-4b | Final Pavement Delineation Details | WKE | | 2 | | 2 | | 5 | | | | 9 | $1,652 | -$1,579 | $73.36 |
| 2.3-4c | Final Pavement Delineation Quantities | WKE | | 2 | | 2 | | 8 | | | | 12 | $2,042 | -$1,951 | $90.67 |
| **2.3-8** | **Final Bridge Plans** | **WKE/Tatsumi** | **0** | **40** | **0** | **40** | **50** | **58** | **60** | **60** | **0** | **308** | **$48,416** | **-$46,266** | **$2,149.75** |
| 2.3-8a | Rice Avenue Overcrossing | WKE | | 40 | | 40 | 50 | 58 | 60 | 60 | | 308 | $48,416 | -$46,266 | $2,149.75 |
| **2.3-9** | **Final Retaining Wall Plans** | **Various** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **-$36,096** | **-$36,095.67** |
| 2.3-9a | Final Retaining Wall Key Map | WKE | | | | | | | | | | 0 | $0 | -$687 | -$687.42 |
| 2.3-9d | Retaining Wall 3 | WKE | | | | | | | | | | 0 | $0 | -$11,803 | -$11,802.75 |
| 2.3-9e | Retaining Wall 4 | WKE/PacRim | | | | | | | | | | 0 | $0 | -$11,803 | -$11,802.75 |
| 2.3-9f | Retaining Wall 5 | WKE/PacRim | | | | | | | | | | 0 | $0 | -$11,803 | -$11,802.75 |
| **2.3-10** | **Final Utility Plans** | **WKE/KJC** | **0** | **8** | **16** | **18** | **0** | **22** | **16** | **0** | **0** | **80** | **$14,456** | **-$13,814** | **$641.85** |
| 2.3-10a | Final Utility Sheets | WKE | | 4 | 8 | 8 | | 8 | 8 | | | 36 | $6,600 | -$6,307 | $293.05 |
| 2.3-10b | Utility Coordination | WKE | | 4 | 8 | 8 | | 8 | 8 | | | 36 | $6,600 | -$6,307 | $293.06 |
| 2.3-10c | Update Utility Conflict Matrix | WKE | | | | 2 | | 6 | | | | 8 | $1,255 | -$1,200 | $55.74 |
| **2.3-12** | **Final Reports** | **WKE/KHA** | **4** | **0** | **4** | **12** | **12** | **20** | **20** | **0** | **0** | **72** | **$11,663** | **-$11,146** | **$517.88** |
| 2.3-12a | Final Drainage Report | WKE | 2 | | 2 | 6 | 6 | 10 | 10 | | | 36 | $5,832 | -$5,573 | $258.93 |
| 2.3-12b | Final SWDR | WKE | 2 | | 2 | 6 | 6 | 10 | 10 | | | 36 | $5,832 | -$5,573 | $258.94 |
| **2.3-13** | **Final Construction Schedule** | **WKE** | **20** | **20** | | | | | | | | **40** | **$11,409** | **-$10,903** | **$506.58** |
| **2.3-14** | **QA/QC** | **WKE** | **20** | **40** | **40** | **80** | **80** | **80** | **160** | **80** | | **580** | **$92,946** | **-$81,324** | **$11,621.21** |
| | | | | | | | | | | | | | | | |
| **2.4** | **Right of Way Documentation and Engineering** | **Various** | **0** | **35** | **0** | **0** | **105** | **0** | **0** | **0** | **0** | **140** | **$29,070** | **$0** | **$29,070.29** |
| **2.4-1** | **Activities** | **Various** | **0** | **35** | **0** | **0** | **105** | **0** | **0** | **0** | **0** | **140** | **$29,070** | **$0** | **$29,070.29** |
| 2.4-1n | Prepare Right-of-Way Requirement Maps (PD-26) | Guida | | 35 | | | 105 | | | | | 140 | $29,070 | | $29,070.29 |
| **2.4-2** | **Right of Way Acquisition** | **HJA** | | | | | | | | | | **0** | **$0** | | **$0.00** |
| | **SUBTOTAL - Task 2 - Plan Preparation** | | **200** | **1,268** | **1,065** | **2,281** | **2,092** | **3,669** | **2,708** | **1,006** | **0** | **14,289** | **$2,403,826** | **-$1,005,002** | **$1,398,824.11** |

| TASK | DESCRIPTION | FIRM | Project Manager | Discipline Lead | Senior Task Manager | Senior Project Engineer 2 | Senior Project Engineer 1 | Project Engineer | Assistant Engineer | CADD | Administrative | TOTAL HOURS | COST TO COMPLETE | REMAINING BALANCE | AMENDMENT COST (Cost to Complete - Remaining Balance) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TASK 3 - SPECIFICATION PREPARATION** | | | | | | | | | | | | | | | |
| **3.1** | **Bid Specifications** | **Various** | **0** | **100** | **8** | **150** | **240** | **250** | **0** | **0** | **0** | **748** | **$141,763** | **-$99,072** | **$42,691.12** |
| 3.1a | 65% Specifications | Various | | 10 | | 30 | 90 | 87 | | | | 217 | $38,088 | | $38,087.78 |
| 3.1b | 95% Specifications | Various | | 80 | 8 | 100 | 100 | 100 | | | | 388 | $78,646 | -$75,154 | $3,492.00 |
| 3.1c | 100% Specifications | Various | | 10 | | 20 | 50 | 63 | | | | 143 | $25,029 | -$23,918 | $1,111.34 |
| | **SUBTOTAL - Task 3 - Specification Preparation** | | **0** | **100** | **8** | **150** | **240** | **250** | **0** | **0** | **0** | **748** | **$141,763.05** | **-$99,071.93** | **$42,691.12** |
| **TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST** | | | | | | | | | | | | | | | |
| **4.1** | **Engineer's Estimate** | **Various** | **0** | **88** | **136** | **245** | **150** | **140** | **140** | **0** | **0** | **899** | **$172,614** | **-$68,786** | **$103,827.33** |
| 4.1a | 65% Engineer's Estimate | Various | | 44 | 18 | 110 | 150 | 140 | 137 | | | 599 | $100,657 | | $100,657.08 |
| 4.1b | 95% Engineer's Estimate | Various | | 24 | 80 | 80 | | | | | | 184 | $44,329 | -$42,361 | $1,968.27 |
| 4.1c | 100% Engineer's Estimate | Various | | 20 | 38 | 55 | | | 3 | | | 116 | $27,628 | -$26,401 | $1,226.71 |
| 4.1d | Alt 3a and 3b Engineer's Estimate | Various | | | | | | | | | | 0 | $0 | -$25 | -$24.73 |
| | **SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost** | | **0** | **88** | **136** | **245** | **150** | **140** | **140** | **0** | **0** | **899** | **$172,614** | **-$68,786** | **$103,827.33** |
| **TASK 6 - PERMITTING** | | | | | | | | | | | | | | | |
| **6.1** | **Permit Applications** | **WKE** | **98** | **198** | | **48** | | | | | | **344** | **$93,657** | **-$88,595** | **$5,061.80** |
| **6.2** | **Fact Sheets** | **WKE** | **24** | | **287** | | **164** | | **146** | | | **621** | **$119,385** | | **$119,385.14** |
| | **SUBTOTAL - Task 6 - Permitting** | | **122** | **198** | **287** | **48** | **164** | **0** | **146** | **0** | **0** | **965** | **$213,042** | **-$88,595** | **$124,446.94** |
| **SUBTOTAL Design Phase (Tasks 1 thru 6)** | | | **1,030** | **2,038** | **1,880** | **3,608** | **2,818** | **4,059** | **2,994** | **1,006** | **388** | **19,821** | **$3,613,877** | **-$1,542,149.78** | **$2,071,727.13** |
| **SUBTOTAL Construction Phase (Task 7)** | | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$0.00** |
| **SUBTOTAL Other Direct Cost** | | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$37,285** | **-$15,067** | **$22,218.02** |
| **SUBTOTAL Subconsultants** | | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | |
| **TOTAL** | | | **1,030** | **2,038** | **1,880** | **3,608** | **2,818** | **4,059** | **2,994** | **1,006** | **388** | **19,821** | **$3,651,161.91** | **-$1,557,216.76** | **$2,093,945.15** |

**DOUGLAS ENGINEERING**

# EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Douglas Enginering, Inc

Project No. 133101 Contract No. PW 18-47 Date 9/21/2019

**DIRECT LABOR**

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

**LABOR COSTS**

a) Subtotal Direct Labor Costs $4,495.00

b) Anticipated Salary Increases (see page 2 for calculation) $101.14

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** $4,596.14

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00% ) e) Total Fringe Benefits [(c) x (d)] $0.00

f) Overhead (Rate: 0.00% ) g) Overhead [(c) x (f)] $0.00

h) General and Administrative (Rate: 110.00% ) i) Gen & Admin [(c) x (h)] $5,055.75

j) **Total Indirect Costs** [(e) + (g) + (i)] $5,055.75

**FIXED FEE** k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00% ] $965.19

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

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

l) **TOTAL OTHER DIRECT COSTS** $262.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

| | |
|---|---|
| Subconsultant 1: | $0.00 |
| Subconsultant 2: | $0.00 |
| Subconsultant 3: | $0.00 |
| Subconsultant 4: | $0.00 |

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS**[(l) + (m)] $262.00

**TOTAL COST** [(c) + (j) + (k) + (n)] $10,879.08

NOTES:

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

# EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

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

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

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

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

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

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

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

NOTES:

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

## EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

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

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

List services the consultant is providing under the proposed contract:

**EPIC LAND SOLUTIONS**

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

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

Epic Land Solutions, Inc.

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

**FUGRO USA LAND**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Fugro USA Land** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>4820 McGrath Street, Suite 100, Ventura CA 93003 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Geotechnical Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$36,846.81** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Senior Principal | 0 | | $0 | |
| Principal | 72 | $65.30 | $4,702 | |
| Associate | 151 | $53.72 | $8,112 | |
| Senior | 0 | $45.46 | $0 | |
| Senior Project | 299 | $41.58 | $12,432 | |
| Project | 0 | $36.57 | $0 | |
| Senior Staff | 200 | $31.79 | $6,358 | |
| Staff | 0 | $28.00 | $0 | |
| GIS Analyst | 70 | $40.31 | $2,822 | |
| Graphics Illustrator | 0 | $38.70 | $0 | |
| Word Processing | 0 | $27.54 | $0 | |
| | | | | |
| Labor Cost | 792 | | $34,425 | |
| Escalation | 3% | | $2,100 | |
| Total Direct Labor | | | | $36,525 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 221.45% | | | |
| | | | | |
| | | | | $80,886 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $58 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $58 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $96,325 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 10% | | $11,741 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$225,534.87** |
| **REMAINING BALANCE** | | | | **($188,688.06)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$36,846.81** |

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

Fugro USA Land

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

**GPA CONSULTANTS**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**GPA Consultants** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Environmental Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$0.00** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Environmental Planner | 34 | $99.00 | $3,317 | |
| Senior Environmental Planner | 209 | $52.88 | $11,039 | |
| Senior Environmental Planner | 125 | $51.44 | $6,404 | |
| Environmental Planner | 386 | $30.90 | $11,927 | |
| Environmental Planner | 110 | $28.84 | $3,172 | |
| Senior Associate Biologist | 10 | $60.00 | $600 | |
| Senior Biologist | 48 | $49.04 | $2,354 | |
| Associate Biologist | 77 | $37.50 | $2,869 | |
| Associate Biologist | 32 | $32.45 | $1,038 | |
| Senior GIS Analyst | 88 | $45.67 | $4,019 | |
| | | | | |
| Labor Cost | 1,117 | | $46,739 | |
| Escalation | 3% | | $970 | |
| Total Direct Labor | | | | $47,709 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 130.06% | | | |
| | | | | |
| | | | | $62,051 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $1,489 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $1,489 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
| Subconsultant 1: Archaeology (DUKE CRM) | | | $20,000 | |
| Subconsultant 2: Air Quality (AMBIENT) | | | $2,500 | |
| Duke CRM (Milestone 2, Task 2.2-14e) | | | $11,624 | |
| Cornerstone (Milestone 2, Task 2.2-14f) | | | $7,500 | |
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| | | Total Subcontractors/Suppliers | | $41,624 |
| **5. Other Direct Costs** | | | | $240 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 10% | | $10,976 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$164,089.31** |
| **REMAINING BALANCE** | | | | **($164,089.31)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$0.00** |

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

GPA Consultants

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

**GROUP DELTA**

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

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

Group Delta

| TASK | DESCRIPTION | FIRM | Principal | Associate | Senior | Project | Staff | Technician | Draftsperson | Project Support | TOTAL HOURS | COST TO COMPLETE | REMAINING BALANCE | AMENDMENT COST (Cost to Complete - Remaining Balance) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (Burdened)** | **Project Average** | $303.46 | $170.65 | $120.99 | $104.51 | $85.31 | $87.57 | $92.41 | $79.26 | | | | |
| **TASK 5 - GEOTECHNICAL INVESTIGATION** | | | | | | | | | | | | | | |
| **5.1** | **Geotechnical and Foundation Reports** | **Fugro** | **28** | **140** | **14** | **170** | **520** | **24** | **108** | **15** | **1,019** | **$109,479** | **-$65,712** | **$43,767** |
| 5.1g | Extended Hazardous Materials Testing | Group Delta | 28 | 140 | 14 | 170 | 520 | 24 | 108 | 15 | 1,019 | $109,479 | -$65,712 | $43,767 |
| | **SUBTOTAL - Task 5 - Geotechnical Investigation** | | **28** | **140** | **14** | **170** | **520** | **24** | **108** | **15** | **1,019** | **$109,479** | **-$65,712** | **$43,767** |
| **SUBTOTAL Design Phase (Tasks 1 thru 6)** | | | **28** | **140** | **14** | **170** | **520** | **24** | **108** | **15** | **1,019** | **$109,479** | **-$65,712** | **$43,767** |
| **SUBTOTAL Construction Phase (Task 7)** | | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$0** |
| **SUBTOTAL Other Direct Cost** | | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$21,965** | **-$10,695** | **$11,270** |
| **SUBTOTAL Subconsultants** | | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$268,500** | **-$178,659** | **$89,841** |
| **TOTAL** | | | **28** | **140** | **14** | **170** | **520** | **24** | **108** | **15** | **1,019** | **$399,943.81** | **-$255,065.80** | **$144,878.01** |

**GUIDA SURVEYING**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Guida Surveying** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>601 South Figueroa St, Los Angeles CA 90017 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Surveying Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$217,055.17** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Land Surveyor | 10 | $116.42 | $1,164 | |
| Sr. Project Manager | 43 | $82.05 | $3,528 | |
| Project Manager | 92 | $58.64 | $5,395 | |
| Project Surveyor | 708 | $57.66 | $40,821 | |
| Project Analyst | 108 | $46.57 | $5,029 | |
| CADD Survey Technician | 28 | $32.15 | $900 | |
| CADD Operator | 20 | $27.72 | $554 | |
| PLS Party Chief (Union Field) | 128 | $57.22 | $7,325 | |
| Chainman (Union Field) | 128 | $50.76 | $6,497 | |
| | | | | |
| Labor Cost | 1,265 | | $71,214 | |
| Escalation | 3% | | $2,136 | |
| Total Direct Labor | | | | $73,351 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 179.83% | | | |
| | | | | |
| | | | | $131,907 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $1,044 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $1,044 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
| C-BELOW | | | $13,190 | |
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| | | Total Subcontractors/Suppliers | | $13,190 |
| **5. Other Direct Costs** | | | | $95 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee** | | 10% | | $20,526 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$240,111.98** |
| **REMAINING BALANCE** | | | | **($23,056.81)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$217,055.17** |

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

Guida Surveying

| TASK | DESCRIPTION | FIRM | Principal Land Surveyor | Sr. Project Manager | Project Manager | Project Surveyor | Project Analyst | CADD Survey Technician | CADD Operator | PLS Party Chief (Union Field) | Chainman (Union Field) | TOTAL HOURS | COST TO COMPLETE | REMAINING BALANCE | AMENDMENT COST (Cost to Complete - Remaining Balance) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (Burdened)** | **Project Average** | $369.11 | $260.14 | $185.93 | $182.80 | $147.64 | $101.95 | $87.88 | $181.43 | $160.93 | | | | |
| **TASK 2 - PLAN PREPARATION** | | | | | | | | | | | | | | | |
| **2.1** | **65% PS&E SUBMITTAL** | **Various** | **0** | **0** | **4** | **4** | **4** | **4** | **0** | **4** | **4** | **24** | **$3,843** | **$0** | **$3,843** |
| **2.1-1** | **Roadway Plans** | **WKE/Guida** | **0** | **0** | **4** | **4** | **4** | **4** | **0** | **4** | **4** | **24** | **$3,843** | **$0** | **$3,843** |
| 2.1-1d | Project Controls | Guida | | | 4 | 4 | 4 | 4 | | 4 | 4 | 24 | $3,843 | | $3,843 |
| | | | | | | | | | | | | | | | |
| **2.2** | **95% PS&E SUBMITTAL** | **Various** | **0** | **0** | **4** | **4** | **4** | **4** | **0** | **4** | **4** | **24** | **$3,843** | **-$1,588** | **$2,255** |
| **2.2-1** | **Update Roadway Plans** | **WKE/Guida** | **0** | **0** | **4** | **4** | **4** | **4** | **0** | **4** | **4** | **24** | **$3,843** | **-$1,588** | **$2,255** |
| 2.2-1d | Update Project Controls | Guida | | | 4 | 4 | 4 | 4 | | 4 | 4 | 24 | $3,843 | -$1,588 | $2,255 |
| | | | | | | | | | | | | | | | |
| **2.4** | **Right of Way Documentation and Engineering** | **Various** | **10** | **43** | **84** | **700** | **100** | **20** | **20** | **120** | **120** | **1217** | **$218,098** | **-$23** | **$218,075** |
| **2.4-1** | **Activities** | **Various** | **10** | **43** | **84** | **700** | **100** | **20** | **20** | **120** | **120** | **1217** | **$218,098** | **$0** | **$218,075** |
| 2.4-1f | Prepare Right-of-Way Appraisal Maps | Guida | 2 | 6 | | 260 | 20 | | | | | 288 | $52,779 | | $52,779 |
| 2.4-1g | Prepare Acquisition Documents | Guida | | 6 | 40 | | | | | | | 46 | $8,998 | | $8,998 |
| 2.4-1i | Prepare Director's Deed and Plats | Guida | 2 | 6 | | 190 | | | | | | 198 | $37,031 | | $37,031 |
| 2.4-1j | Prepare Utility Legal Description and Plat | Guida | 2 | 6 | | 250 | 20 | | | | | 278 | $50,951 | | $50,951 |
| 2.4-1k | Prepare Parcel Files | Guida | | 6 | | | 20 | | | | | 26 | $4,514 | | $4,514 |
| 2.4-1n | Prepare Right-of-Way Requirement Maps (PD-26) | Guida | 2 | 6 | 40 | | | | | | | 48 | $9,736 | | $9,736 |
| 2.4-1o | Additional Design Survey | Guida | 2 | 7 | 4 | | 40 | 20 | 20 | 120 | 120 | 333 | $54,088 | -$23 | $54,066 |
| | **SUBTOTAL - Task 2 - Plan Preparation** | | **10** | **43** | **92** | **708** | **108** | **28** | **20** | **128** | **128** | **1,265** | **$225,783** | **-$1,610** | **$224,173** |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SUBTOTAL Design Phase (Tasks 1 thru 6)** | | **10** | **43** | **92** | **708** | **108** | **28** | **20** | **128** | **128** | **1,265** | **$225,783** | **-$1,610** | **$224,173** |
| **SUBTOTAL Construction Phase (Task 7)** | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$0** |
| **SUBTOTAL Other Direct Cost** | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$1,139** | **$0** | **$1,139** |
| **SUBTOTAL Subconsultants** | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$13,190** | **-$21,446** | **-$8,256** |
| **TOTAL** | | **10** | **43** | **92** | **708** | **108** | **28** | **20** | **128** | **128** | **1,265** | **$240,111.98** | **-$23,056.81** | **$217,055.17** |

**HAMNER, JEWELL AND ASSOCIATES**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Hamner, Jewell & Associates** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>530 Paulding Circle, Suite A, Arroyo Grande, CA 93420 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Right of Way Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$126,999.33** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Managing Senior Associate | 0 | $95.00 | $0 | |
| Right of Way Agent (Sr II) | 420 | $61.92 | $26,006 | |
| Right of Way Agent (Sr I) | 0 | $44.00 | $0 | |
| Right of Way Agt II | 0 | $0.00 | $0 | |
| Right of Way Agt I | 0 | $0.00 | $0 | |
| Transaction Coordinators | 0 | $36.00 | $0 | |
| Clerical Support | 0 | $17.74 | $0 | |
| Project Coordinator | 0 | $40.87 | $0 | |
| Project Administrator | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 420 | | $26,006 | |
| Escalation | 3% | | $1,226 | |
| Total Direct Labor | | | | $27,232 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 131.00% | | | |
| | | | | |
| | | | | $35,674 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $180,500 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee** | | 10% | | $6,291 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$249,696.72** |
| **REMAINING BALANCE** | | | | **($122,697.39)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$126,999.33** |

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

Hamner, Jewell & Associates

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

**KIMLEY-HORN AND ASSOCIATES**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Kimley Horn and Associates, Inc** | | | DIVISIONS/LOCATIONS<br>Los Angeles, CA | |
| Home Office Address<br>660 South Figueroa St, #2050 Los Angeles, CA 90017 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Traffic Design Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$358,457.63** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal in Charge | 26 | $96.16 | $2,500.16 | |
| Project Manager | 373 | $61.06 | $22,775.38 | |
| Sr. Professional 1 | 79 | $61.30 | $4,842.70 | |
| Professional 1 | 833 | $45.20 | $37,651.60 | |
| Professional 2 | 0 | $39.44 | $0.00 | |
| Professional 3 | 45 | $53.86 | $2,423.70 | |
| Project Support | 0 | $51.46 | $0.00 | |
| Admin Support | 0 | $26.46 | $0.00 | |
| Analyst | 1,828 | $36.54 | $66,795.12 | |
| Sr. Professional 2 | 0 | $83.18 | $0.00 | |
| | | | | |
| Labor Cost | 3,184 | | $136,989 | |
| Escalation | 3% | | $8,804 | |
| Total Direct Labor | | | | $145,793 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| Overhead | 197.02% | $145,793 | $287,241 | |
| FCCM | 0.51% | $145,793 | $744 | |
| | | | | $287,984 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $564 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $564 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $125 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee** | | 10% | | $43,303 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$477,769.24** |
| **REMAINING BALANCE** | | | | **($119,311.61)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$358,457.63** |

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

Kimley Horn and Associates, Inc

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

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

**KENNEDY/JENKS CONSULTANTS**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Kennedy/Jenks Consultants** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>2775 N. Ventura Road, Oxnard, CA 93036 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Utility Design Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$143,356.20** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Engineer 8 | 224 | $78.61 | $17,609 | |
| Engineer 7 | 0 | | $0 | |
| Engineer 6 | 338 | $58.23 | $19,682 | |
| Engineer 5 | 80 | $57.99 | $4,639 | |
| Engineer 4 | 0 | | $0 | |
| Engineer 3 | 0 | $41.10 | $0 | |
| CAD Design | 0 | $0.00 | $0 | |
| Sr. CAD-Tech | 440 | $34.85 | $15,334 | |
| Project Administrator | 35 | $33.29 | $1,165 | |
| | | | | |
| Labor Cost | 1,117 | | $58,429 | |
| Escalation | 3% | | $3,482 | |
| Total Direct Labor | | | | $61,910 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 194.90% | | | |
| | | | | |
| | | | | $120,663 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $870 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $870 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $552 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 10% | | $18,257 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$202,252.85** |
| **REMAINING BALANCE** | | | | **($58,896.65)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$143,356.20** |

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

Kennedy/Jenks Consultants

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

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

**LIN CONSULTANTS**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**LIN Consulting, Inc.** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>21660 Copley Drive, Diamond Bar, CA 91765 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Street Lighting and Interconnect Design Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$34,503.28** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal | 48 | $68.50 | $3,288 | |
| Senior Project Manager | 140 | $62.23 | $8,712 | |
| Project Engineer | 253 | $32.10 | $8,120 | |
| Assistant Engineer | 129 | $20.58 | $2,655 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 570 | | $22,775 | |
| Escalation | 3% | | $1,497 | |
| Total Direct Labor | | | | $24,272 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 155.00% | | | |
| | | | | |
| | | | | $37,621 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $408 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $408 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
| None | | | | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $0 |
| **6. General & Admin. Expense** | | | | $0 |
| **7. Fee** | | 10% | | $6,189 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$68,490.51** |
| **REMAINING BALANCE** | | | | **($33,987.23)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$34,503.28** |

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

LIN Consulting, Inc.

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

| TASK | DESCRIPTION | FIRM | Principal | Senior Project Manager | Project Engineer | Assistant Engineer | TOTAL HOURS | COST TO COMPLETE | REMAINING BALANCE | AMENDMENT COST (Cost to Complete - Remaining Balance) |
|---|---|---|---|---|---|---|---|---|---|---|
| **TASK 3 - SPECIFICATION PREPARATION** | | | | | | | | | | |
| **3.1** | **Bid Specifications** | **WKE** | **20** | **38** | **0** | **0** | **58** | **$11,164** | **-$10,541** | **$623** |
| 3.1a | 65% Specifications | WKE | 4 | 6 | | | 10 | $1,935 | | $1,935 |
| 3.1b | 95% Specifications | WKE | 10 | 20 | | | 30 | $5,768 | -$8,685 | -$2,916 |
| 3.1c | 100% Specifications | WKE | 6 | 12 | | | 18 | $3,461 | -$1,857 | $1,604 |
| | **SUBTOTAL - Task 3 - Specification Preparation** | | **20** | **38** | **0** | **0** | **58** | **$11,164.43** | **-$10,541** | **$623** |
| **TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST** | | | | | | | | | | |
| **4.1** | **Engineer's Estimate** | **WKE** | **3** | **9** | **16** | **18** | **46** | **$4,931** | **-$2,796** | **$2,135** |
| 4.1a | 65% Engineer's Estimate | WKE | 1 | 4 | 6 | 8 | 19 | $2,017 | | $2,017 |
| 4.1b | 95% Engineer's Estimate | WKE | 1 | 3 | 6 | 6 | 16 | $1,708 | -$1,638 | $69 |
| 4.1c | 100% Engineer's Estimate | WKE | 1 | 2 | 4 | 4 | 11 | $1,207 | -$1,158 | $49 |
| | **SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost** | | **3** | **9** | **16** | **18** | **46** | **$4,931** | **-$2,796** | **$2,135** |
| **SUBTOTAL Design Phase (Tasks 1 thru 6)** | | | **48** | **140** | **253** | **129** | **570** | **$68,083** | **-$33,543** | **$34,540** |
| **SUBTOTAL Construction Phase (Task 7)** | | | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$0** |
| **SUBTOTAL Other Direct Cost** | | | **0** | **0** | **0** | **0** | **0** | **$408** | **-$444** | **-$36** |
| **SUBTOTAL Subconsultants** | | | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$0** |
| **TOTAL** | | | **48** | **140** | **253** | **129** | **570** | **$68,490.51** | **-$33,987.23** | **$34,503.28** |

**PACRIM ENGINEERING**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**PacRim Engineering Inc.** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>3450 Wilshire Blvd., Suite 1118, Los Angeles, CA 90010 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>MSE Walls Design Services | | | TOTAL AMOUNT OF PROPOSAL<br>**($92,516.91)** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Engr | 52 | $97.00 | $5,044 | |
| Project Manager | 150 | $69.00 | $10,350 | |
| Project Engr | 211 | $46.60 | $9,833 | |
| Designer | 204 | $34.10 | $6,956 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 617 | | $32,183 | |
| Escalation | 3% | | $1,917 | |
| Total Direct Labor | | | | $34,100 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 166.00% | | | |
| | | | | |
| | | | | $56,607 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $174 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $174 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $540 |
| **6. General & Admin. Expense** | | 0% | | 0 |
| **7. Fee** | | 10% | | $9,071 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$100,491.77** |
| **REMAINING BALANCE** | | | | **($193,008.68)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **($92,516.91)** |

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

PacRim Engineering Inc.

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

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

**PADRE**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Padre Associates, Inc.** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>2775 N. Ventura Road, Oxnard, CA 93036 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Utility Coordination Services | | | TOTAL AMOUNT OF PROPOSAL<br>**($5.00)** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Principal Professional | 0 | $160.00 | $0 | |
| Senior Professional | 0 | $140.00 | $0 | |
| Project Professional | 0 | $110.00 | $0 | |
| Drafting | 0 | $70.00 | $0 | |
| Word Processing | 0 | $60.00 | $0 | |
| | 0 | | $0 | |
| | 0 | | $0 | |
| | 0 | | $0 | |
| | 0 | | $0 | |
| | | | | |
| Labor Cost | 0 | | $0 | |
| Escalation | 0% | | $0 | |
| Total Direct Labor | | | | $0 |
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| **2. Labor Overhead Rate** | Rate | | | |
| | 0.00% | | | |
| | | | | |
| | | | | $0 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $0 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $0 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $0 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 0% | | $0 |
| | | | | **$0.00** |
| **8. Credit** | | | | **($5.00)** |
| **TOTAL ESTIMATED COST AND FEE** | | | | **($5.00)** |

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

Padre Associates, Inc

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

**TATSUMI AND PARTNERS**

| CONTRACT PRICING PROPOSAL | | | | |
|---|---|---|---|---|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks | | | | |
| Name of Proposer<br>**Tatsumi and Partners, Inc.** | | | DIVISIONS/LOCATIONS<br>Ventura, CA | |
| Home Office Address<br>49 Discovery Suite 120 Irvine Ca 92618 | | | CONTRACT NO.<br>RFP PW18-47 | |
| Services to be Performed<br>Landscape Design Services | | | TOTAL AMOUNT OF PROPOSAL<br>**$21,635.17** | |
| **DETAILED DESCRIPTION OF COST ELEMENTS** | | | | |
| **1. Direct Labor (Specify)** | Estimated Hours | Rate/Hour | Est. Cost ($) | Total Est. Cost |
| Senior Principal | 14 | $92.31 | $1,292 | |
| Senior Associate | 0 | $51.00 | $0 | |
| Associate | 193 | $44.00 | $8,492 | |
| Senior Technical Staff | 364 | $38.50 | $14,014 | |
| Technical Staff | 418 | $36.50 | $15,257 | |
| Landscape Staff | 220 | $27.00 | $5,940 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | 0 | $0.00 | $0 | |
| | | | | |
| Labor Cost | 1,209 | | $44,995 | |
| Escalation | 3% | | $2,637 | |
| Total Direct Labor | | | | $47,632 |
| | | | | |
| | | | | |
| | | | | |
| **2. Labor Overhead Rate** | Rate | | | |
| | 162.00% | | | |
| | | | | |
| | | | | $77,164 |
| **3. Travel** | | | Est. Cost ($) | |
| a. Transportation | | | $156 | |
| b. Per Diem or Subsistence | | | $0 | |
| | | | | |
| | | Total Travel | | $156 |
| **4. Subcontractors/Suppliers** | | | Est. Cost ($) | |
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| | | Total Subcontractors/Suppliers | | $0 |
| **5. Other Direct Costs** | | | | $139 |
| **6. General & Admin. Expense** | | | | |
| **7. Fee** | | 10% | | $12,480 |
| **TOTAL COST AND FEE TO COMPLETE PROJECT** | | | | **$137,570.72** |
| **REMAINING BALANCE** | | | | **($115,935.55)** |
| **TOTAL ESTIMATED AMENDMENT COST AND FEE** | | | | **$21,635.17** |

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

Tatsumi and Partners, Inc.

| TASK | DESCRIPTION | FIRM | Senior Principal | Senior Associate | Associate | Senior Technical Staff | Technical Staff | Landscape Staff | TOTAL HOURS | COST TO COMPLETE | Remaining Balance | Amendment Cost (Cost to Complete - Remaining Balance) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (Burdened)** | **Project Average** | $281.63 | $155.60 | $134.24 | $117.46 | $111.36 | $82.37 | | | | |
| **TASK 2 - PLAN PREPARATION** | | | | | | | | | | | | |
| **2.1** | **65% PS&E SUBMITTAL** | **Various** | **10** | **0** | **110** | **184** | **236** | **104** | **644** | **$74,043** | **$0** | **$74,043** |
| **2.1-2** | **Drainage Plans** | **WKE/Tatsumi** | **8** | **0** | **46** | **46** | **58** | **36** | **194** | **$23,255** | **$0** | **$23,255** |
| 2.1-2d | Erosion Control Plans | Tatsumi | 8 | | 46 | 46 | 58 | 36 | 194 | $23,255 | | $23,255 |
| **2.1-7** | **Irrigation Plans** | **Tatsumi** | **0** | **0** | **32** | **90** | **114** | **60** | **296** | **$32,504** | **$0** | **$32,504** |
| 2.1-7a | Irrigation Removals | Tatsumi | | | 12 | 28 | 46 | 16 | 102 | $11,340 | | $11,340 |
| 2.1-7b | Irrigation Plans | Tatsumi | | | 12 | 46 | 52 | 36 | 146 | $15,770 | | $15,770 |
| 2.1-7c | Irrigation Quantities | Tatsumi | | | 8 | 16 | 16 | 8 | 48 | $5,394 | | $5,394 |
| **2.1-8** | **Bridge Plans (Unchecked Details)** | **WKE/Tatsumi** | **1** | **0** | **16** | **24** | **32** | **4** | **77** | **$9,141** | **$0** | **$9,141** |
| 2.1-8b | Aesthetics Structures Details | Tatsumi | 1 | | 16 | 24 | 32 | 4 | 77 | $9,141 | | $9,141 |
| **2.1-9** | **Retaining Wall Plans** | **Various** | **1** | **0** | **16** | **24** | **32** | **4** | **77** | **$9,141** | **$0** | **$9,141** |
| 2.1-9g | Aesthetics Wall Details | Tatsumi | 1 | | 16 | 24 | 32 | 4 | 77 | $9,141 | | $9,141 |
| | | | | | | | | | | | | |
| **2.2** | **95% PS&E SUBMITTAL** | **Various** | **3** | **0** | **30** | **96** | **106** | **52** | **287** | **$32,236** | **-$85,322** | **-$53,087** |
| **2.2-2** | **Update Drainage Plans** | **WKE/Tatsumi** | **1** | **0** | **8** | **24** | **24** | **8** | **65** | **$7,506** | **-$19,891** | **-$12,385** |
| 2.2-2d | Update Erosion Control Plans | Tatsumi | 1 | | 8 | 24 | 24 | 8 | 65 | $7,506 | -$19,891 | -$12,385 |
| **2.2-7** | **Update Irrigation Plans** | **Tatsumi** | **0** | **0** | **6** | **36** | **52** | **28** | **122** | **$13,131** | **-$36,797** | **-$23,666** |
| 2.2-7a | Update Irrigation Removals | Tatsumi | | | 1 | 12 | 16 | 8 | 37 | $3,984 | -$12,264 | -$8,279 |
| 2.2-7b | Update Irrigation Plans | Tatsumi | | | 4 | 20 | 28 | 16 | 68 | $7,322 | -$18,872 | -$11,550 |
| 2.2-7c | Update Irrigation Quantities | Tatsumi | | | 1 | 4 | 8 | 4 | 17 | $1,824 | -$5,661 | -$3,837 |
| **2.2-8** | **Update Bridge Plans** | **WKE/Tatsumi** | **1** | **0** | **8** | **18** | **12** | **8** | **47** | **$5,465** | **-$12,081** | **-$6,616** |
| 2.2-8b | Update Aesthetics Structures Details | Tatsumi | 1 | | 8 | 18 | 12 | 8 | 47 | $5,465 | -$12,081 | -$6,616 |
| **2.2-9** | **Update Retaining Wall Plans** | **Various** | **1** | **0** | **8** | **18** | **18** | **8** | **53** | **$6,133** | **-$16,554** | **-$10,420** |
| 2.2-9g | Update Aesthetics Wall Details | Tatsumi | 1 | | 8 | 18 | 18 | 8 | 53 | $6,133 | -$16,554 | -$10,420 |
| | | | | | | | | | | | | |
| **2.3** | **100% PS&E SUBMITTAL** | **Various** | **1** | **0** | **17** | **44** | **34** | **32** | **128** | **$14,154** | **-$13,651** | **$503** |
| **2.3-2** | **Final Drainage Plans** | **WKE/Tatsumi** | **0** | **0** | **8** | **12** | **8** | **8** | **36** | **$4,033** | **-$3,890** | **$143** |
| 2.3-2c | Final Erosion Control Plans | Tatsumi | | | 8 | 12 | 8 | 8 | 36 | $4,033 | -$3,890 | $143 |
| **2.3-7** | **Final Irrigation Plans** | **Tatsumi** | **0** | **0** | **4** | **16** | **12** | **12** | **44** | **$4,741** | **-$4,573** | **$168** |
| 2.3-7a | Final Irrigation Removals | Tatsumi | | | 1 | 6 | 4 | 4 | 15 | $1,614 | -$1,557 | $57 |
| 2.3-7b | Final Irrigation Plans | Tatsumi | | | 2 | 6 | 8 | 8 | 24 | $2,523 | -$2,433 | $90 |
| 2.3-7c | Final Irrigation Quantities | Tatsumi | | | 1 | 4 | | | 5 | $604 | -$583 | $21 |
| **2.3-8** | **Final Bridge Plans** | **WKE/Tatsumi** | **0** | **0** | **4** | **8** | **8** | **6** | **26** | **$2,862** | **-$2,760** | **$102** |
| 2.3-8b | Final Aesthetics Structures Details | Tatsumi | | | 4 | 8 | 8 | 6 | 26 | $2,862 | -$2,760 | $102 |
| **2.3-9** | **Final Retaining Wall Plans** | **Various** | **1** | **0** | **1** | **8** | **6** | **6** | **22** | **$2,518** | **-$2,428** | **$89** |
| 2.3-9g | Final Aesthetics Wall Details | Tatsumi | 1 | | 1 | 8 | 6 | 6 | 22 | $2,518 | -$2,428 | $89 |
| | **SUBTOTAL - Task 2 - Plan Preparation** | | **14** | **0** | **157** | **324** | **376** | **188** | **1,059** | **$120,432** | **-$98,974** | **$21,459** |

Tatsumi and Partners, Inc.

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

**Agreement No. A-8017**

# 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 6 day of July, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and County of Ventura ("County"). This First Amendment amends the Agreement entered into on November 14, 2017, by City and County.

City and Consultant agree as follows:

1. The Scope of Work for the Agreement is hereby amended to add the work described in Exhibit A, attached hereto and incorporated herein by this reference.

2. In Section 2(a) of the Agreement, the figure "500,000," is deleted and hereby replaced by the figure, "654,962.26."

3. 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**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

**COUNTY OF VENTURA**

Jeff Pratt 5/27/21
Jeff Pratt Date
Director, Public Works Agency

[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.

May 24, 2021

Exhibit A

Debbie O'Leary
Project Manager
City of Oxnard
305 West Third Street, 3rd Floor
Oxnard, CA 93030

Subject: **Rice Avenue Grade Separation (RAGS) Project**
**Request for Modification to Agreement No. A-8017**
**For Additional Fee Through Completion of Design**

Dear Debbie,

We are requesting approval of the City of Oxnard to modify our existing Agreement by the amount of $154,962.26 for the County to cover future costs to provide services on the Rice Avenue Grade Separation (RAGS) project through Final Design. The increase needs to be added to the existing agreement A-8017 between the City of Oxnard (City) and the County of Ventura (County), which was executed in November 2017.

Justification for the increased design fee includes efforts from the County to evaluate the design as it was in 2018/ 2019, guide the project re-design from Alternative 2A to Alternative 3B, and to take actions necessary to obtain CTC approval in December 2019. Because of this critical change from Alternative 2A to 3B, the project cost dropped from $160 million to $116 million. However, it required that County staff expend considerably more design effort than had been anticipated.

Prior to the change in design alternatives, there was a County review of the 65% PS&E package for Alternative 2A. This effort identified the huge construction cost increase and caused the change in project alignment to address this issue. This also required returning to the CTC for project rescoping, refunding, and rescheduling. After successfully obtaining CTC approval for project cost and scope changes, the project went through an expedited PA/ED change and revision of the 65% PS&E package.

Although the bulk of the increase is attributed to the redesign process and efforts to obtain CTC approval, there were additional unforeseen challenges, such as unusually stringent hazardous material coordination with Caltrans, updates given to various stake holders such as Assemblywoman Jacqui Irwin, City of Oxnard, and Caltrans, and additional studies and coordination for farmland parcels, and challenges with United Water utility coordination.

This additional fee should cover the design costs of the County for upcoming project milestones through the completion of the Design Phase. It includes completion of project right-of-way engineering and coordination with Caltrans and the City, final design review, utility coordination, and the selection of a construction management firm. Funds not expended when Final Design is completed can be shifted to the future phase for Construction Oversight that will also be provided by the County.

Please contact me if you have any questions or require any additional information.

Sincerely,

Chris Hooke
Acting Director, Roads & Transportation
(805)-654-2048

Exhibit 1: Estimate of Fee to complete Design Phase

Exhibit 2: 2017 Agreement A-8017 between City and County

Exhibit 3: 2020-2021 Service Rates & Fees

Exhibit 1 – Estimate of Fee to Complete Design Phase

The following table summarizes estimated costs associated with each task required to take the project through Final Design.

| Item No. | Scope of Service listed in Agreement No. A-8017 | Description | Estimated Cost |
|---|---|---|---|
| 1 | 1-d, 1-e, 1-n | Right of Way Coordination to Certification | $54,200.30 |
| 2 | 1-d, 1-e, 1-n | Utility Coordination (Including UWCD) | $34,784.94 |
| 3 | 1-d, 1-e, 1-f | Final PS&E to Certification | $23,823.72 |
| 4 | 1-e, 1-n, | Ongoing Meetings/Coordination | $37,412.00 |
| 5 | 1-h, 1-i | Construction Management Procurement | $4,741.30 |
| | | | |
| | | **Total** | **$154,962.26** |

# AGREEMENT TO PROVIDE PROJECT SERVICES

This agreement ("Agreement") is entered into on the 14th day of November, 2017 ("Effective Date"), by and between the County of Ventura ("County") and the City of Oxnard ("City"), hereafter also individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the City has determined to enter into the construction of the Rice Avenue/ Fifth Street Grade Separation project ("Project"); and

WHEREAS, the City desires to have the County provide, under the authority of Government Code section 23008, Project services to oversee development, design, and construction; and

WHEREAS, the County desires to provide these Project services to the City.

NOW, THEREFORE, the County and the City hereby agree as follows:

1. Scope of Services. Upon written request by the City, the specific services to be provided by County (collectively, the "Services") regarding the Project include:
    a. Assist the City to coordinate Project activities with all external agencies, including but not limited to the Union Pacific Railroad ("UPRR"), the California Department of Transportation ("Caltrans"), state or federal funding agencies, consultants, and other stakeholders.
    b. Assure that all activities during the Project development process adhere to state and federal guidelines, due to the Project's potential state and federal funding.
    c. Oversee the development of the Project Approval study and Environmental Document (PA/ED) prepared by consultants.
    d. Supervise, coordinate, and review work prepared by all consultants. Provide technical oversight of consultants' work product and provide review comments and guidance.
    e. Provide engineering guidance and oversight of technical issues associated with design, environmental clearance, right-of-way acquisition, and Project costs.
    f. Oversee the preparation of the plans, specifications, cost estimate (PS&E), and other contract documents.
    g. Oversee the construction administrator/resident engineer during construction of the Project.
    h. Follow Caltrans procurement guidelines when assisting the City in selecting and hiring consultants to provide engineering and environmental services (both CEQA and NEPA). The City will contract with and pay the consultants.
    i. Assist the City in contract negotiation with consultants.
    j. Review invoices from all consultants and make recommendations to the City regarding payment, invoice accuracy, and Project progress.
    k. Provide guidance to City regarding financial aspects of the Project.



COUNCIL APPROVED
11/14/2017 (M21)
DATE

m. Assist City in setting budgets and monitoring the use of funds.
n. Coordinate activities with Caltrans and funding and regulatory agencies involved in the Project.
o. Provide monthly progress reports and updates to the City's public works director and assist, as requested, with communications to other City bodies, including but not limited to City Council, City's Utilities Task Force, and/or the City's management team.
p. Assist the City in State funding application, Project outreach, public meetings, workshops, and request for proposal (RFP) preparation.
q. Assist the City in preparing task orders for the Project.

2. Cost and Payment for Services.

a. Estimated Cost. The estimated cost of providing all Services for this Project through final design is $500,000. Costs for services during the construction phase will be determined when final design is completed.

b. Compensation. The City will pay the County fees for Services performed at the County staff's hourly contract service rates, as shown in the County's most recently adopted fee resolution, a copy of which is attached hereto and incorporated herein by this reference. Rates in the County's fee resolution are normally revised on an annual basis and, upon 30 calendar days' written notice to the City, each revised fee resolution shall supersede the latest one and automatically be incorporated herein.

c. Consultants. Work performed by any County consultant who provides services regarding the Project will be charged at cost, without added overhead, at the rate specified in the consultant's contract with County, a copy of which the County shall provide to the City within ten (10) business days of that contract's approval.

d. Billing. County shall prepare and send to City monthly invoices for County Services within 60 calendar days of the month's end. The invoices shall state the Project name, the number of hours worked per Service on the Project, by whom each Service was provided, and the hourly rate per Service ("Invoice").

e. Payment. City shall pay County the full undisputed amount of the Invoice within sixty (60) calendar days of the date of the Invoice. If City disputes any charge(s) in the Invoice, the City must notify County within fifteen (15) business days of the date of the Invoice of the disputed charge(s).

f. Reserve Establishment. As required by Government Code section 23008, before County begins performing Services, City must reserve an amount 10 percent in excess of the estimated cost of the agreed upon Services from City's funds.

3. Term. This Agreement shall go into effect upon execution by the Parties. Unless otherwise provided by law, this Agreement shall remain in effect until the Project set forth herein and in the Recitals is completed or a Party terminates the Agreement in accordance with paragraph 7.

4. Representatives. The County's Public Works Agency Director, or his or her designee, shall be the administrator of this Agreement for County and is authorized to sign this Agreement on behalf of County. The Assistant City Manager, or his or her designee, shall be the administrator of this Agreement for City.

5. Addresses for Notice and Payment. Any notice or payment to be given or made pursuant to this Agreement, including a change in the address to which notices are to be sent, shall be given by personal delivery to the other Party or by mail addressed as follows:

| County | Oxnard |
|---|---|
| Transportation Department | City Manager's Office |
| Ventura County Public Works Agency | City of Oxnard |
| 800 S. Victoria Ave. | 300 W. Third St.—4th Floor |
| Ventura, CA 93009-1620 | Oxnard, CA 93030 |

6. Amendment of Agreement. This Agreement may be amended only in writing upon mutual consent of the Parties.

7. Termination of Agreement. This Agreement may be terminated by either Party without cause or for any reason by providing 30 days' written notice of termination to the other Party (Notice of Termination). If any Services agreed to be performed under the Agreement have not been completed as of the date of the Notice of Termination, County shall complete such Services unless City directs County in writing to not complete such Services. In any event, City shall pay County for all Services performed even if partially complete.

8. Insurance. The County shall require each of its consultants to obtain and carry throughout the term of the Project the insurance as described in INS-A, which is attached hereto and incorporated herein by this reference. For each insurance policy, the consultant shall name the City of Oxnard as an additional insured.

9. Hold Harmless, Defense and Indemnification. The City shall hold harmless, defend (with counsel reasonably acceptable to the County), and indemnify County, its boards, officers,

agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of City, its boards, officers, agents, and employees. County shall hold harmless, defend (with counsel reasonably acceptable to the City Attorney), and indemnify the City, its boards, officers, agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of County, its boards, officers, agents, and employees. The County shall include a copy of its portion of the hold harmless, indemnity, and defense requirements in any contract with any consultant and contractor providing services for the Project, substituting the County's requirement with the consultant or contractor's requirement to hold harmless, defend and indemnify the City under the same circumstances as those listed above.

10. Records and Audit. Each Party agrees to retain and preserve all relevant records pertaining to the Services under this Agreement for at least three (3) years after final payment under this Agreement, in accordance with that Party's applicable policy for records retention, as required as a condition of receiving or using any grant funding, and as otherwise required by law. Each Party shall allow the other Party to inspect and copy any such records upon reasonable request, whether or not the requesting Party is being audited by the State Auditor. The County shall include a copy of this requirement, substituting its own records retention requirement and any grant requirement if longer than three (3) years, in all contracts with consultants and contractors involved with the Project. The County shall obtain these records from such consultants and contractors upon direct or indirect request by the State Auditor or the City.

11. Independent Public Entities. County and City are independent public entities. Any employees, agents, or contractors of County engaged in provision of Services to City under this Agreement will be entirely and exclusively under the direction, supervision, and control of County and shall not be deemed employees of City for any reason. Any employees, agents, or contractors of City, engaged in any work on the Project will be entirely and exclusively under the direction, supervision, and control of City, except as explicitly provided in this Agreement, and shall not be deemed employees of County for any reason.

12. Non-Assignability. Each Party shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the other Party's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and the assigning Party shall hold harmless, defend, and indemnify the other Party and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

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

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

15. Integration. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of the Parties regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements, and promises.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to the Representatives' email addresses shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the Effective Date.

**CITY OF OXNARD**

Tim Flynn 11/14/17
Tim Flynn, Mayor Date

ATTEST:

Michelle Ascension 11/15/17
Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

10/19/17
Stephen Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Thien Ng 10-19-17
Thien Ng, Date
Interim Public Works Director

APPROVED AS TO CONTENT AND AMOUNT:

Ruth Osuna 11/13/17
Ruth Osuna, Date
Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff 11-15-17
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

for Mike More 10-26-17
Mike More, Risk Manager Date

**COUNTY OF VENTURA**

Jeff Pratt 12/18/17
Jeff Pratt, Date
Director, Public Works Agency

SCHEDULE OF
2020-2021 SERVICE RATES & FEES

All service rates are presented on an hourly basis unless otherwise indicated

| **TRANSPORTATION*** | |
|---|---|
| Administrative Assistant I | 75.49 |
| Administrative Assistant II | 78.09 |
| Deputy Director-PWA | 226.75 |
| Director-Transportation | 259.49 |
| Engineer I | 79.07 |
| Engineer II | 93.01 |
| Engineer III | 126.72 |
| Engineer IV | 155.82 |
| Engineering Aide | 55.62 |
| Engineering Mgr I | 121.02 |
| Engineering Mgr II | 181.51 |
| Engineering Mgr III | 209.88 |
| Engineering Technician I | 76.27 |
| Engineering Technician II | 77.97 |
| Engineering Technician III | 92.60 |
| Engineering Technician IV | 106.25 |
| Management Assistant III | 82.09 |
| Office Assistant IV | 74.56 |
| Public Works Inspector I | 75.02 |
| Public Works Inspector II | 94.57 |
| Public Works Inspector III | 106.15 |
| Retiree - Extra Help | 74.26 |
| Staff/Services Specialist I | 103.37 |
| Staff/Services Specialist II | 131.52 |
| Senior PW Inspector | 89.53 |
| Senior Transportation Analyst | 107.03 |
| Student Worker I - Extra Help | 24.93 |
| Student Worker II - Extra Help | 24.93 |
| Student Worker III - Extra Help | 26.18 |

* Rates include costs for Accela Automation upgrade

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COUNCIL APPROVED
11/14/2017 (M21)
DATE

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| Ventura County Public Works Agency | City of Oxnard |
| 800 S. Victoria Ave. | 300 W. Third St.—4th Floor |
| Ventura, CA 93009-1620 | Oxnard, CA 93030 |

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9. Hold Harmless, Defense and Indemnification. The City shall hold harmless, defend (with counsel reasonably acceptable to the County), and indemnify County, its boards, officers,

agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of City, its boards, officers, agents, and employees. County shall hold harmless, defend (with counsel reasonably acceptable to the City Attorney), and indemnify the City, its boards, officers, agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of County, its boards, officers, agents, and employees. The County shall include a copy of its portion of the hold harmless, indemnity, and defense requirements in any contract with any consultant and contractor providing services for the Project, substituting the County's requirement with the consultant or contractor's requirement to hold harmless, defend and indemnify the City under the same circumstances as those listed above.

10. Records and Audit. Each Party agrees to retain and preserve all relevant records pertaining to the Services under this Agreement for at least three (3) years after final payment under this Agreement, in accordance with that Party's applicable policy for records retention, as required as a condition of receiving or using any grant funding, and as otherwise required by law. Each Party shall allow the other Party to inspect and copy any such records upon reasonable request, whether or not the requesting Party is being audited by the State Auditor. The County shall include a copy of this requirement, substituting its own records retention requirement and any grant requirement if longer than three (3) years, in all contracts with consultants and contractors involved with the Project. The County shall obtain these records from such consultants and contractors upon direct or indirect request by the State Auditor or the City.

11. Independent Public Entities. County and City are independent public entities. Any employees, agents, or contractors of County engaged in provision of Services to City under this Agreement will be entirely and exclusively under the direction, supervision, and control of County and shall not be deemed employees of City for any reason. Any employees, agents, or contractors of City, engaged in any work on the Project will be entirely and exclusively under the direction, supervision, and control of City, except as explicitly provided in this Agreement, and shall not be deemed employees of County for any reason.

12. Non-Assignability. Each Party shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the other Party's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and the assigning Party shall hold harmless, defend, and indemnify the other Party and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

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

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

15. Integration. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of the Parties regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements, and promises.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to the Representatives' email addresses shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the Effective Date.

**CITY OF OXNARD**

Tim Flynn 11/14/17
Tim Flynn, Mayor Date

ATTEST:

Michelle Ascension 11/15/17
Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

10/19/17
Stephen Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Thien Ng 10-19-17
Thien Ng, Date
Interim Public Works Director

APPROVED AS TO CONTENT AND AMOUNT:

Ruth Osuna 11/13/17
Ruth Osuna, Date
Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff 11-15-17
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

for Mike More 10-26-17
Mike More, Risk Manager Date

**COUNTY OF VENTURA**

Jeff Pratt 12/18/17
Jeff Pratt, Date
Director, Public Works Agency

SCHEDULE OF
2017-2018 SERVICE RATES & FEES

All service rates are presented on an hourly basis unless otherwise indicated

**TRANSPORTATION***

| | |
|---|---|
| Administrative Assistant I - NE | 72.15 |
| Administrative Assistant II - NE | 93.15 |
| Deputy Director-PWA | 205.91 |
| Director-Transportation | 237.88 |
| Engineer I | 76.65 |
| Engineer II | 106.24 |
| Engineer III | 138.87 |
| Engineer IV | 153.62 |
| Engineering Aide | 62.02 |
| Engineering Mgr I | 146.30 |
| Engineering Mgr II | 165.29 |
| Engineering Mgr III | 186.58 |
| Engineering Technician I | 62.21 |
| Engineering Technician II | 70.45 |
| Engineering Technician III | 78.11 |
| Engineering Technician IV | 98.27 |
| Management Assistant III | 70.54 |
| Office Assistant IV | 68.77 |
| Public Works Inspector I | 74.38 |
| Public Works Inspector II | 87.16 |
| Public Works Inspector III | 102.81 |
| Retiree - Extra Help | 58.57 |
| Staff/Services Specialist I | 86.72 |
| Staff/Services Specialist II | 106.81 |
| Senior PW Inspector | 91.10 |
| Senior Transportation Analyst | 88.05 |
| Student Worker I - Extra Help | 19.69 |
| Student Worker II - Extra Help | 19.69 |
| Student Worker III - Extra Help | 20.69 |

* Rates include costs for Accela Automation upgrade

# 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.

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. _____
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 <u>and</u> 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, 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.

## 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

# 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**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

## ;ENERAL LIABILITY SPECIAL ENDORSEMENT
## 'OR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

'RODUCER

elephone:

IAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ 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

## 'YPE OF INSURANCE

ENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY ❒ Claims Made
COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

## OTHER PROVISIONS

| ;OVERAGES | 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: (_____) _____

consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement ow 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 erformed 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) emises 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 ıbroken 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 ılunteers 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. ıe 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 ritten 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 ovided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

xcept 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 ndorsement is attached.

## ;NDORSEMENT HOLDER

**;ITY OF OXNARD**
**ıttn: Insurance Compliance**
**Reference No._____**
**'.O. Box 100085 – OX**
**ıuluth, GA 30096**
**'ia Email: cityofoxnard@ebix.com**
**'ia 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: _____

# AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ 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

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property 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, volunteers and employees 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:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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._____**
**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 _____

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. K.7**

**DATE:** July 6, 2021

**TO:** City Council

**FROM:** Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

**SUBJECT:** Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer Station.

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie in the amount not to exceed $375,000 for the supply and delivery of bale wire for a three-year term ending June 30, 2024.

(Public Works and Transportation Committee approved 3-0)

## BACKGROUND

Depending upon market conditions, the City's Del Norte Regional Recycling and Transfer Station generates between 25,000 and 30,000 bales of finished recyclable materials annually. These bales are then sold to vendors and generate a source of revenue for the Environmental Resources Division. Baling wire is essential to bundling the recyclable materials so that they can be stored and transported to processors as far away as China. Due to the methods of handling and weight of the bundled materials, baling wire must meet specific standards of 11 gauge galvanized extra hi-tensile wire. This assures that quality product is protected and that the City does not receive damage claims.

For the past seven years, Accent Wire-Tie has been the successful bidder and has sold bale wire under contract to the Del Norte Regional Recycling and Transfer Station. The current contract expires May 31, 2021. Due to above standards required to ship bundled materials, Accent Wire-Tie has been the only vendor that has met the bale wire specification from previous bid solicitations issued by the City.

### DISCUSSION

On March 8, 2021, the City issued a Request for Bid (RFB) PW 21-64 to solicit bids from vendors for supply and delivery of bale wire. A total of 24 companies were notified of this RFB and it was also published on the City's website at www.PublicPurchase.com. Due to the domestic market shortage of steel, some vendors choose not to bid in order to maintain steel supply for other ventures. Additionally, this wire is a specialized material and many vendors do not qualify as they cannot meet the required specifications. Only one (1) vendor, Accent Wire-Tie, submitted a responsive bid by the closing date of March 31, 2021. Staff determined Accent Wire-Tie to be a qualified bidder that meets the requirements of the RFB and City of Oxnard procurement rules. Furthermore, staff has confirmed that Accent Wire-Tie meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

**FINANCIAL IMPACT**

The value of the purchase order with Accent Wire-Tie shall not exceed $375,000 for the period of July 1, 2021 through June 30, 2024. Funding is provided by the Environmental Resources Fund 631 for the supply and delivery of bale wire to the Del Norte Regional Recycling and Transfer Station. There is currently a four (4) month supply of bale wire at the Del Norte Regional Recycling and Transfer Station and there will be no interruptions to operations.

Funding has been requested in the Fiscal Year 2021-22 Proposed Budget. The costs for the supply and delivery of bale wire in subsequent fiscal years will be requested during the annual budget process.

| Accent Wire-Tie Purchase Order #8098<br>Spending Plan | | | | |
|---|---|---|---|---|
| FUND ACCOUNT | FY 2021-22 | FY 2022-23 | FY 2023-24 | TOTAL |
| Environmental Resources - 631-6313-846-8134 | $125,000 | $125,000 | $125,000 | $375,000 |

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on June 8, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Acting Public Works Director*

**ATTACHMENTS**

1. PO 8098 Accent Wire-Tie
2. PW 21-64 Bid Response

CITY OF OXNARD CALIFORNIA

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 008098**

DATE: 4/22/2021

**VENDOR PHONE:** (281)255-0710
**VENDOR FAX:** (281)255-0741
**VENDOR #:** 22674
**VENDOR ADDRESS:** ACCENT WIRE-TIE
P.O. BOX 676029
DALLAS, TX 75267-6029

**SHIP TO:** ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY | REQUISITION # | REQUISITION DATE | CONFIRMED BY |
|---|---|---|---|
| 06/30/2024 | 0000005402 | 04/14/2021 | CINDI RHOADS |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 63163138468134 | | EDWIN RAMOS |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|
| 1 | 375,000.00 / DL | BALE WIRE SUPPLY FOR MATERIALS RECOVERY FACILITY | 1.0000 | 375,000.00 |

RFB PW 21-64. PO IS TO BE AWARDED BY COUNCIL IN JUNE OF 2021. THE PO IS FOR A THREE YEAR TERM FROM JULY 1, 2021 TO JUNE 30, 2024. NTE IS $375,000. THIS REQ IS TO CREATE A PO FOR THE COUNCIL STAFF REPORT IN JUNE. ONCE THE PO IS CREATED, THE PURCHA SING DIVISION CAN IMMEDIATELY DISCUMBER THE FUNDS IN THE PO UNDER ACCOUNT 631-6313-846-8134. ON JULY 1,2021 A REQUEST TO ENCUMBER 125,000 TO THE PURCHA SE ORDER WILL BE MADE. FY BREAKDOWNS, FY 2021-22 $125,000, FY 2022-23 $125,000, FY 2023-24 $125,000 22 00111026 EXP 10/31/21*AM

**TOTAL PURCHASE AMOUNT** **$375,000.00**

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

# PURCHASE ORDER

**CITY OF OXNARD**
**300 WEST 3RD STREET**
**OXNARD, CA 93030**

**PURCHASE ORDER NO. 008098**

DATE: 4/22/2021

**VENDOR PHONE:** (281)255-0710
**VENDOR FAX:** (281)255-0741
**VENDOR #:** 22674
**VENDOR ADDRESS:** ACCENT WIRE-TIE
P.O. BOX 676029
DALLAS, TX 75267-6029

**SHIP TO:** ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY | REQUISITION # | REQUISITION DATE | CONFIRMED BY |
|---|---|---|---|
| 06/30/2024 | 0000005402 | 04/14/2021 | CINDI RHOADS |
| **FOB** | **ACCOUNT NUMBER** | | **AUTHORIZED BY** |
| | 63163138468134 | | EDWIN RAMOS |

| ITEM # | QUANTITY/ UNIT | DESCRIPTION ARTICLE OR SERVICE | UNIT COST | EXTENDED COST |
|---|---|---|---|---|

**In order to receive payment, email all invoices to:**
**invoices@oxnard.org**

**In the subject line, reference the Purchase Order number above.**

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

# City of Oxnard
# Request for Bid
# PW-21-64
# Supply & Deliver Bale Wire

## Bid Close Date: 03/31/2021
## at or before 2:00 p.m. PT

**Purchasing Division**
300 West Third Street
Oxnard, CA 93030
https://www.oxnard.org/
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

**PREPARATION OF BID**

Proposers will be responsible to carefully examine the requirements contained herein.

**Proposed Timeline**

| DATE | ACTIVITY |
|---|---|
| March 8, 2021 | Release of Solicitation |
| March 24, 2021 | Last day for Questions by Bidders |
| March 31, 2021 | Submission of the Proposal is due to the City of Oxnard Purchasing Division ~~at or before~~ **2:00 p.m.** |
| March 31 – April 7, 2021 | ~~Review of Bids~~ |
| April 7, 2021 | Agreement Development/Negotiations |
| June 1, 2021 | City Council approval (if necessary, e.g., over $200,000) |
| July 1, 2021 | Contracted work begins |

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**The above dates are tentative and are subject to change as necessary.**

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

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

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

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

**1.5 Term of Agreement:**
It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if agreed upon by both parties for two additional one-year periods.

**1.6 Company Profile**

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

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

***BIDDER'S RESPONSE:***

B. Company overview and disclosure of services or activities performed, including:

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

i. ***BIDDER'S RESPONSE:***

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

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

***BIDDER'S RESPONSE:***

## 1.7 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 210,000 residents and its corporate limits cover an area of about 32 square miles.

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## 1.8 BACKGROUND INFORMATION

The City of Oxnard is requesting bids to secure a qualified vendor to supply and deliver baling wire to the Environmental Resources Division located at the Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030. The purchase of the baling wire will be used to prepare bales of recyclable material for market.

## 1.9 SERVICE DESCRIPTION

For all services required, the Vendor will be responsible for the following:

1.9.1 To provide full truck loads (flat beds) of baling wire to get the best volume pricing and the lowest transportation cost.

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1.9.2 To provide baling wire that meets the specifications of 11-GA Galv EXTRA Hi-TENSILE Tying Wire.

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1.9.3 To provide service within 72 hours of the City's request.

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1.9.4 To provide delivery when the Del Norte Regional Recycling and Transfer Station is open for business and a City of Oxnard Environmental Resources Division employee can inspect, receive, and sign an acceptance receipt. A copy would be provided for the City at the point of accepting the baling wire order.

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1.9.5 Bid will include the price per pound for the appropriate baling wire.

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## ATTACHMENT A

## COMPENSATION SCHEDULE

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

| BALING WIRE | PRICE PER POUND |
|---|---|
| 11gX#T6dvWire | .98 |
| | |
| | |

**Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.*

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | | #03 | |
| #02 | | #04 | |

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

Authorized Signature

Authorized Signature

Gregg Weeks
Print Signature

Print Signature

Sales Rep
Title

Title



Rev: 08/19/19

**ATTACHMENT B**

**CITY OF OXNARD**
**SIGNATURE SHEET, AFFIDAVIT**

I, Gregg Weeks

depose and say that I am Sales Rep
("Sole Owner", "A Partner", "President", or other proper title)

of Accent Wire Tie
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

4-6-21
Date

# Attachment C

**Local Business Qualification Affidavit**

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

**Definition of Local Business**

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Accent Wire Tie

Physical Address: 10131 FM 2920 Tomball, Texas

Phone: 909-525-7089 E-Mail: GWeeks@accentwire.com

Length of time at this location: 16 years Number of Company Employees at this address: 50

If less than 36 months, list previous City of Oxnard location:

Business License Hours of Operation: 8AM - 5pm

Primary function of this location (i.e. sales, distribution, production, corporate, etc):

Signature of Company Official Date 4-6-2021

Gregg Weeks Sales Rep
Print Name, Title

**Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.**

Oper: CTWENS Type: OC Drawer: 1
Date: 4/08/21 68 Receipt no: 15449
2021 111026 ACCENT WIRE-TIE
OUTSIDE OF OXNARD
OXNARD, CA 93030
OR OCC LIC - RENEWED
$163.50
$167.50
Trans date: 4/08/21 Time: 15:22:34

ISSUE DATE: 4/08/21 CITY OF OXNARD EXPIRE DATE:10/31/21
14:52:44 TEMPORARY BUSINESS TAX CERTIFICATE

---

THIS TEMPORARY BUSINESS TAX CERTIFICATE EXPIRES 30 DAYS FROM DATE OF ISSUANCE.
The temporary Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

**********
* INVALID WITHOUT A PAYMENT STAMP *
**********

| BUSN. TAX CERT. NO. | CONTROL NUMBER | CLASS-RATE CODE | CLASS DESCRIPTION |
|---|---|---|---|
| 21-00111026 | 104451 | 2805-31 | DELIVERY ONLY |

OWNERS NAME: ACCENT PACKAGING INC
BUSINESS NAME: ACCENT WIRE-TIE
BUSINESS ADDRESS: OUTSIDE OF OXNARD
OXNARD CA 93030

| BUSINESS TAX (OR) | PENALTY (OR) | TRANSFER (OR) | TOTAL DUE |
|---|---|---|---|
| $119.00 | $44.50 | $.00 | $163.50 |

SB1186 MANDATORY STATE FEE
$4.00 (CAFEE)

Please present this receipt to the cashier with full payment.

If you have not received the original business tax certificate within 30 days, please contact our office at (805)385-7817.

Any temporary Business Tax Certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The Certificatee is responsible for complying with City, County, State, and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

Special Note:

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. L.1**

**DATE:** July 6, 2021

**TO:** City Council

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

**SUBJECT:** Introduction of American Rescue Plan Act's Local Government Recovery Decision Making Timeline.

**RECOMMENDATION**

That the City Council receives and files this informational report about the City's timeline to make decisions on investments of the American Rescue Plan Act's local government recovery funds.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LIqNPktnZQM

**BACKGROUND**

On March 11, 2021, President Biden signed the ARPA into law. As part of the federal stimulus package, the City of Oxnard (City) is expected to receive a total of $59,540,662 payable in two equal tranches, twelve months apart. The City received its first payment totaling $29,770,331 in May 2021. The second tranche is expected in May 2022.

**DISCUSSION**

Our timeline is as follows:

July 06, 2021 City Council meeting – Introduction of ARPA

July 13, 2021 Council Committee meetings – Discuss preliminary investments ideas.

July 29, 2021 City Council Meeting – Discuss preliminary investments ideas.

August, 2021 – Expected release of U.S. Treasury's *final* final rules.

Fall 2021 City Council begins making investment decisions.

The **Interim** Final Rule (Rule) issued by the U.S. Department of the Treasury (Treasury) lists eligible uses of ARPA funding:

1. **Support Public Health Response:** Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. **Replace Public Sector Revenue Loss:** Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
3. **Water and Sewer Infrastructure:** Make necessary investments to improve access to clean drinking water and invest

in wastewater and stormwater infrastructure;
4. **Address Negative Economic Impacts:** Respond to the pandemic or its negative economic impacts, including assistance to households, small businesses and nonprofits, equity-focused services, or aid to impacted industries such as tourism, travel, and hospitality;
5. **Premium Pay for Essential Workers:** Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors; and
6. **Broadband Infrastructure:** Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

In addition to the rules that accompany ARPA, which will be detailed in the July 13th and 29th staff reports, I offer some principles to consider as we formulate how Oxnard will invest our share of ARPA funding.

**First** and foremost, I hope this process will be positive throughout, recognizing that every dollar here is an unexpected, additive contribution to our efforts to recover from the pandemic.

**Second**, keep in mind the name of the bill includes the keyword "rescue" and that the local government share is meant to help local governments. There have been and continue to be other stimulus funding made available from the federal, state, and county governments to assist many sectors of the economy and community, such as business assistance grants, rent and mortgage assistance grants, tax deferrals, student loan deferrals, utility bill assistance, direct stimulus checks, and so on.

**Third**, this is one-time funding.

**Fourth**, we can approach this by making one or two large investments that can really accelerate a particular project, such as investing $40M to construct the aquatic center, investing $33M to construct the water distribution transmission main, or, we can selectively spread the funding across a very long list of other important needs.

**Fifth**, we should focus on making investments in items that not only aid in our local government's recovery from the pandemic but also contribute to future improvement and growth.

**STRATEGIC PRIORITIES**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

**FINANCIAL IMPACT**

There is no financial impact associated with this informational report.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Alexander Nguyen, City Manager*

**ATTACHMENTS**

1. Attachment #1- 7.6.21 CC ARPA Introduction Presentation

# American Rescue Plan Act (ARPA)

U.S. DEPARTMENT OF THE TREASURY

## APPROVED CATEGORIES

### Support Public Health Response
Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff

### Address Negative Economic Impacts
Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector

### Replace Public Sector Revenue Loss
Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic

### Premium Pay for Essential Workers
Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

### Water and Sewer Infrastructure
Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure

### Broadband Infrastructure
Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

# *Preliminary* ARPA Guidelines

## Timeline for the use of Funding for Public Infrastructure Projects

For public infrastructure projects in water, sewer, or broadband, costs need to be incurred or encumbered by December 31, 2024, completing the project by December 31, 2026, which provides recipients a reasonable amount of time to finish projects funded with ARPA funds.

## Timeline for the use of Funding for other Programs

Funds need to be expended to cover costs incurred by the City by December 31, 2024.

## Public Infrastructure Contracts

Treasury "encourages" recipients to ensure that infrastructure projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

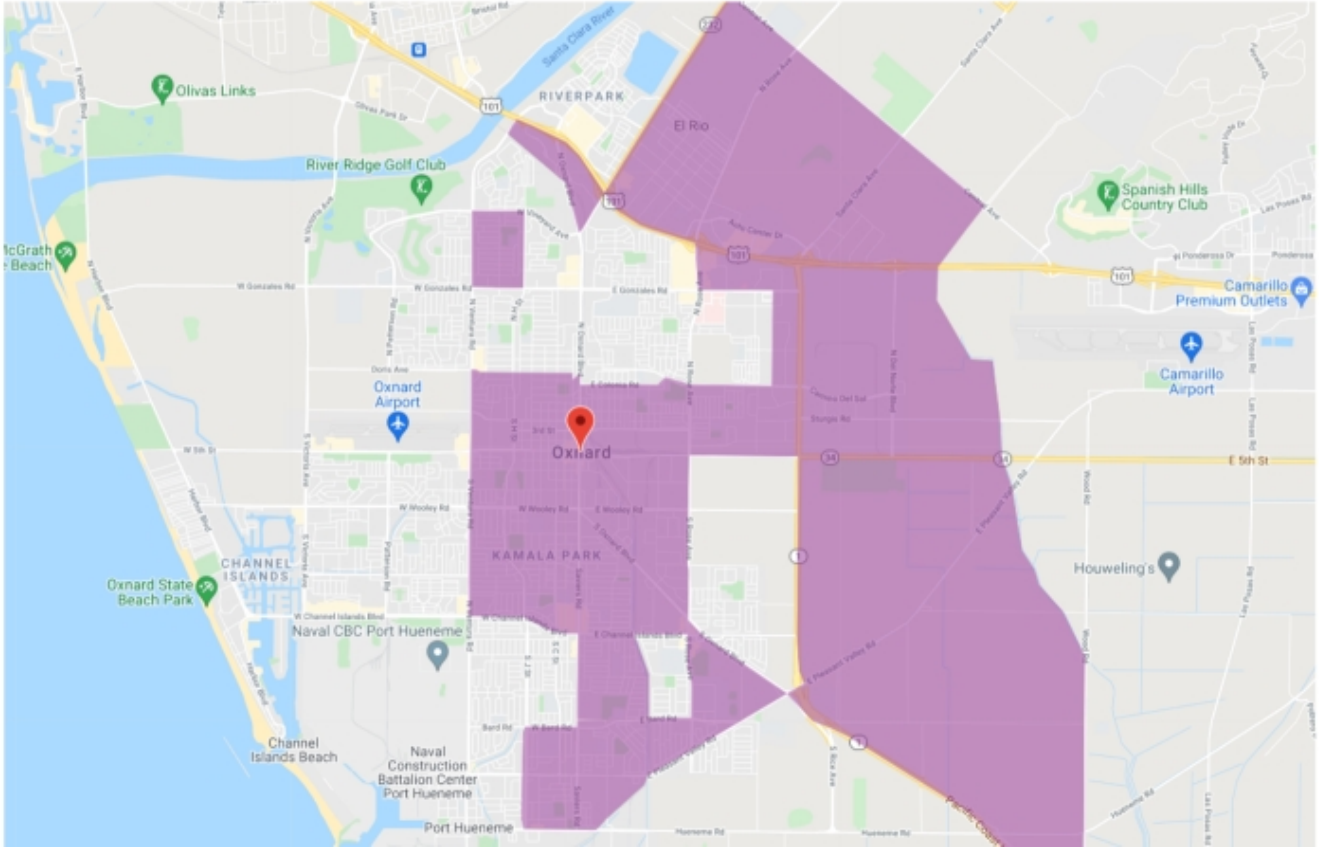
## Restrictions

Treasury identifies several ineligible uses of ARPA funds, including funding debt service, legal settlements or judgments, or deposits to pension funds, rainy day funds, or financial reserves.

# American Rescue Plan Act (ARPA)

U.S. DEPARTMENT OF THE TREASURY

## Qualified Census Tracts (QCT)



# Executive Summary

1.) Every dollar here is an unexpected, additive contribution to our efforts to recover from the pandemic

## Executive Summary

2.) The name of the bill includes the keyword “rescue,” meant to help local governments -- there have been and continue to be other stimulus funding made available from the federal, state, and county governments

# Executive Summary

3.) This is one-time funding

# Executive Summary

4.) We can approach this by making one or two large investments that can really accelerate a particular project or selectively spread the funding across a very long list of other important needs

# Executive Summary

5.) We should focus on making investments in items that not only aid in our local government's recovery from the pandemic but also contribute to future improvement and growth

# American Rescue Plan Act (ARPA)

U.S. DEPARTMENT OF THE TREASURY

## NEXT STEPS

| | |
|---|---|
| **Committee Meetings \| July 13** | Discuss preliminary investment ideas |
| **City Council Meeting \| July 29** | Discuss preliminary investment ideas |
| **U.S. Dept. of Treasury \| August 2021** | Expected release of *final* final rules |
| **City Council Decision Making \| Fall 2021** | Begin making |