

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

July 19, 2022

Closed Session - 4:30 PM

Appointment Items - 5:30 PM

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 853 3465 0355**
- 3. Passcode: 338114**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want

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)

July 19, 2022

PAGE 2

to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.

- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

* The City has filed pre-election and post-election lawsuits regarding the validity 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 LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Alex Nguyen, City Manager, and Steve Naveau, Director of Human Resources.
Employee organization: Oxnard Peace Officers Association (OPOA); Oxnard Public Safety Managers Association (OPSMA); and International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684.
Legislative Body: City Council
2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representative: Bryan MacDonald, Mayor Pro Tem.
Unrepresented employees: City Attorney and City Manager.
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by Monica White, Food Share of Ventura County CEO on the organization's food distribution and the impact of COVID on their organization's mission.

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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: Ratification of Director Orders regarding the water shortage emergency and mandatory water conservation measures.

RECOMMENDATION: That the City Council adopt a resolution ratifying orders issued by the Director in response to the previously proclaimed water shortage emergency and mandatory water conservation measures.

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.

1. City Manager Department

SUBJECT: League of California Cities Annual Conference Voting Delegate 2022.

RECOMMENDATION: That the City Council designate a voting delegate and a voting alternate to attend the League of California Cities Annual Conference.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Attorney Department

SUBJECT: Resolution Denouncing Gun Violence and Supporting Gun Violence Reduction Efforts.

RECOMMENDATION: That the City Council adopt a resolution denouncing gun violence and supporting gun violence reduction efforts.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

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. Public Works Department

July 19, 2022

PAGE 4

SUBJECT: Purchase Order with Iteris Inc for Video Detection Equipment for Gonzales Road as part of Adaptive Traffic Signals Project.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Iteris Inc., as a sole source purchase, in the amount of \$437,953.00 for video detection equipment for 18 signalized intersections on Gonzales Road.

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement A-8485 with NoHo Constructors for Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$261,000 in Project funds for the Pleasant Valley Park Restroom Project, Specification No. PW 21-84 (Project No. 205708):

1. The Mayor to execute Agreement A-8485 with NoHo Constructors in the amount of \$217,500 for the Project;

2. A Project contingency amount of \$21,750 for the Project; and

3. A Project allocation amount of \$21,750 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. REPORTS

1. Public Works Department

SUBJECT: Campus Park Activation Project Update. (10/5/5)

RECOMMENDATION: That the City Council receive and file a verbal update report for the Campus Park Activation Project design.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

(Presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement with Taft Electric Company for the Oxnard Saviers Traffic Signal

Improvements Project (5 Signals), Specification No. PW 19-97 (Project No. 173102) . (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$3,022,339 in Project funds for Project No. 173102:

1. The Mayor to execute Agreement A-8480 with Taft Electric Company in the amount of \$2,518,615.46 for the Project;
2. A Project contingency amount of \$251,861;
3. A Project allocation amount of \$251,861 for engineering, inspection, survey and project management; and
4. A budget appropriation of \$92,050 from Federal Transportation Grant Fund (275); and a budget reallocation of \$1,000,000 within the Capital Outlay Fund (301) and a budget reallocation of \$424,591 within the Circulation System Improvement Fees Fund (354) both from the Traffic Signal Modernization Project 203106.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Wanu2qd5Nmg>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. City Attorney Department

SUBJECT: Single-use Foodware Accessories and Standard Condiments Ordinance. (0/5/5)

RECOMMENDATION: That the City Council introduce for first reading by title only and waive further reading of an ordinance titled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 7 OF THE OXNARD CITY CODE IN COMPLIANCE WITH ASSEMBLY BILL NO. 1276, TO RESTRICT THE DISTRIBUTION OF SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS”

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. H.1

DATE: July 19, 2022
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: League of California Cities Annual Conference Voting Delegate 2022.

RECOMMENDATION

That the City Council designate a voting delegate and a voting alternate to attend the League of California Cities Annual Conference.

BACKGROUND

This year's League of California Cities Annual Conference is scheduled for Wednesday, September 7 through Friday, September 9, 2022, at the Long Beach Convention Center. The League's Annual Business Meeting will be held at 12:00 noon on Friday, September 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy. At the request of the League, and in order to expedite the conduct of business at this policy-making meeting, a City Councilmember from each City is designated as the voting delegate. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy.

Resolutions for this year's annual conference were not available at the time of our publication, but will be made available when the League publishes them.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

This action alone does not require funding.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Annual Conference Voting Procedures

2. 2022 Annual Conference Voting Delegate



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



LEAGUE OF
CALIFORNIA
CITIES

CITY: Oxnard

2022 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. H.2

DATE: July 19, 2022
TO: City Council
FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org
SUBJECT: Resolution Denouncing Gun Violence and Supporting Gun Violence Reduction Efforts.

RECOMMENDATION

That the City Council adopt a resolution denouncing gun violence and supporting gun violence reduction efforts.

BACKGROUND

At the June 7, 2022 City Council meeting, Mayor Zaragoza asked that an item be scheduled for City Council discussion regarding the adoption of a resolution denouncing gun violence and supporting gun violence reduction efforts. A proposed resolution is attached for City Council discussion and consideration.

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: Julian Gonzalez, Deputy City Attorney

ATTACHMENTS

1. City Council Gun Violence Resolution.v3

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DENOUNCING GUN VIOLENCE AND SUPPORTING
GUN VIOLENCE REDUCTION EFFORTS

WHEREAS, government at all levels has a substantial interest in protecting the people from those who acquire guns lawfully or illegally and then use them to commit crimes resulting in injury or death of their victims, or who use them in the commission of other crimes such as robbery, sexual assault or homicide, particularly the many mass shootings such as those that have occurred this year and in recent years in Highland Park, IL; Tulsa, OK; Uvalde, TX; Buffalo, NY; San Jose, CA; Indianapolis, IN; Boulder, CO; El Paso, TX; Virginia, VA; Thousand Oaks, CA; and

WHEREAS, in 2021, gun violence in the United States resulted in over 20,000 deaths and over 71,000 non-fatal injuries; and since January 2021, gun violence in the City of Oxnard has resulted in eight (8) deaths and over 75 non-fatal injuries, and

WHEREAS, since January of 2021, the Oxnard Police Department has seized over 350 firearms and has arrested over 300 people for illegally possessing a firearm; and

WHEREAS, since January of 2019, the Oxnard City Attorney's Office, in conjunction with the Oxnard Police Department, has filed twenty-four (24) Gun Violence Restraining Orders, also known as "GVROs"; which help protect the public from gun violence by restricting access to firearms by people suffering from mental health issues who pose a threat to themselves or others, and

WHEREAS, we strive to use data to make informed decisions about public policy and must also look to the evidence about gun violence to make rational choices about the gun control policies needed to protect our children and the safety of our community; and

WHEREAS, elected officials must commit to closing gaps in the current patchwork of regulations, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms, and those that allow the trafficking of illegal guns.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City of Oxnard denounces gun violence and encourages our State and Federal Representatives to review and adopt reasonable and effective laws that address the possession, manufacturing, and distribution of illegal firearms that are getting into the hands of persons prohibited from possessing firearms.
2. The City of Oxnard encourages our State and Federal Representatives to continue to fund resources to address mental health awareness, fund programs that seek to provide assistance to those that are suffering from a mental health crisis, and fund programs to help better train our public safety professionals in dealing with people in a mental health crisis.
3. The Oxnard City Council supports State and Federal laws relating to conducting background checks, maintaining “gun free” zones at our schools, and other laws that prohibit the possession of firearms by persons that are prohibited from carrying them.
4. The Oxnard City Council supports “Red Flag” laws that allow family members, the police or certain other officials to seek a court order to temporarily take guns away from someone who may harm themselves or others.
5. The Oxnard City Council supports the recently passed Bipartisan Safer Communities Act which provides \$750 million dollars in federal funding to support crisis intervention programs for state courts including “red-flag” law programs, enhances background checks for potential gun owners under the age of 21, enhances a federal ban on a domestic abuser’s ability to buy firearms, creates federal laws against straw purchasing and trafficking, invests in community based mental health services for children and families, and increases funding to schools for mental health programs and enhanced school safety. However, additional gun control legislation is still needed to ensure the public’s safety against gun violence.
6. The City of Oxnard shall transmit copies of this Resolution to the President and Vice President of the United States, the Speaker of the House of Representatives, the President Pro Tempore of the United States Senate, the Attorney General of the United States, the Secretary of Health and Human Services, the Secretary of Education, the Secretary of the Department of Homeland Security, the Majority Leader of the United States Senate, the Minority Leader of the United States Senate, the Majority Leader of the House of Representatives, the Minority Leader of the House of Representatives, to each Senator and Representative from California in the Congress of the United States, and the members of our State legislative delegation,

and we demand those officials take immediate action to enact meaningful gun control legislation to help prevent even one more child from being harmed by gunfire.

PASSED AND ADOPTED THIS 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: July 19, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Order with Iteris Inc for Video Detection Equipment for Gonzales Road as part of Adaptive Traffic Signals Project.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Purchase Order with Iteris Inc., as a sole source purchase, in the amount of \$437,953.00 for video detection equipment for 18 signalized intersections on Gonzales Road.

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

BACKGROUND

Adaptive signals use video detection to gather real-time traffic information and monitor the system's performance along an entire corridor. This information is quickly evaluated and signal timing improvements are developed by an algorithm within the equipment. The video detection system implements the updates continually, sharing information between signals to make timing adjustments. These constant adjustments accommodate traffic patterns that are different from the peak periods (during which the standard signals were designed to operate) and help keep traffic flowing smoothly.

As part of the Capital Improvement Program, the City Council approved an adaptive traffic signal project on Rose Avenue and Gonzales Road for 33 signalized intersections. The project includes the following elements:

- Replacement of Signal Equipment (Controllers and other equipment, in progress)
- Development of new Traffic Signal Timing Plans (in progress)
- Installation of Video Detection (Rose Avenue completed)

Capital Improvement Program (CIP) Reference

Project No. 203101, the Adaptive Traffic Signals Project, CIP 2021-2026 - Adopted May 5, 2021, Page 96.

DISCUSSION

Currently, Gonzales Road uses inductive loop detection (roadway sensors) at all of the intersections. Maintenance of the roadway loops are problematic and these sensors do not provide detailed information on traffic volumes. As part of the adaptive signals project, roadway sensors will be replaced with a video detection system at all 18 signalized intersections on Gonzales Road.

The proposed video detection for traffic signals has the unique capability to provide detection at long range, offering trip line detection as well as radar zone detection. The radar can track up to 64 vehicles in the field of view, monitoring each

vehicle's speed, and can actuate the signal controller, or not, based on each vehicle's speed. The proposed video detection provides information related to traffic management only such as turning movement counts which includes vehicles, pedestrians, and bicycles. Additionally, this system can provide detection and lane by lane counts. No other video detection manufacturer has this capability all in one detector sensor, which is why the City has requested to sole source this specific system.

As part of the City's CIP Program, Gonzales Road will be resurfaced in late Summer/early Fall of this year. In conjunction with the resurfacing project, roadway sensors will be replaced by the video detection if this purchase is approved by the City Council. In addition to the multiple benefits that video detection has for traffic management, eliminating the outdated technology such as roadway sensors also benefits future paving projects by decreasing repaving project costs.

Staff relied upon the City's Purchasing Ordinance that allows direct purchase from a selected vendor capable of meeting all City requirements of the video detection system due to the uniqueness of the technology.

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

The total cost for this Purchase Order with Iteris Inc. is \$437,953.00 and will be funded from the the Circulation System Improvement Fees Fund (354) within the Adaptive Traffic Signals Project (203101). There are available project budget appropriations for this Purchase Order.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Quote from Iteris Inc



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

Agency: Oxnard, City of
Contractor:
Project Name: 2022041220 Oxnard 18 intersections along Gonzalez Road
Reference: 2022041220 Oxnard 18 intersections along Gonzalez Road

Delivery Term: FOB Destination
Payment Terms: NET 30 Days
Sales Rep:

Fax or email Purchase Orders to: 949-270-9441 or rsorders@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

01- Victoria at Gonzales						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$2,850.00	\$11,400.00	7	\$10,602.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$24,000.45

02-Merion Way at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

02-Merion Way at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,400.00	\$2,800.00	7	\$2,604.00
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$21,535.95

03- Campus Rd at Gonzalez Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	1	\$125.00	\$125.00	7	\$116.25
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	1	\$325.00	\$325.00	7	\$302.25
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	1	\$1,595.00	\$1,595.00	7	\$1,483.35
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,850.00	\$3,850.00	7	\$3,580.50
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

03- Campus Rd at Gonzalez Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$20,573.40

04- Patterson at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00		\$1,350.00
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year	1	\$1,968.75	\$1,968.75		\$1,968.75



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

04- Patterson at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
	service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.					
						\$21,993.15

05- Gallatin Rd at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$21,898.65

06- Ventura Rd at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

06- Ventura Rd at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$2,850.00	\$11,400.00	7	\$10,602.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$24,000.45

07- Lantana St at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,300.00	\$1,300.00	7	\$1,209.00
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

07- Lantana St at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
PELCO0175	Pelco Camera Bracket (stainless steel hardware, 6ft. pole)	2	\$275.00	\$550.00	7	\$511.50
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$50.00	\$50.00	7	\$46.50
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00		\$5,700.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$22,520.85

08- H Street at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$2,850.00	\$11,400.00	7	\$10,602.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

08- H Street at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
						\$24,000.45

09- C Street at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$2,850.00	\$11,400.00	7	\$10,602.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$24,000.45

10- Lowes entrance at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	1	\$190.00	\$190.00	7	\$176.70
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	1	\$1,595.00	\$1,595.00	7	\$1,483.35
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-	1	\$3,500.00	\$3,500.00	7	\$3,255.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

10- Lowes entrance at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
	CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)					
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$20,006.10

11- Oxnard Blvd at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	3	\$190.00	\$570.00	7	\$530.10
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$2,850.00	\$11,400.00	7	\$10,602.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

11- Oxnard Blvd at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$24,177.15

12- Entrada at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$21,898.65

13- Snow Ave at Gonzales Rd						
-----------------------------	--	--	--	--	--	--



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	1	\$3,500.00	\$3,500.00	7	\$3,255.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75

\$18,643.65

14- Walmart entrance at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-	1	\$3,500.00	\$3,500.00	7	\$3,255.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

14- Walmart entrance at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
	CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)					
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$21,898.65

15- Rose Ave at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	4	\$2,850.00	\$11,400.00	7	\$10,602.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

15- Rose Ave at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$24,000.45

16- Williams Dr at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$21,898.65

17- Lombard St/ Outlet Center Dr at Gonzales Rd						
---	--	--	--	--	--	--



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)	1	\$3,500.00	\$3,500.00	7	\$3,255.00
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$90.01	\$90.01	7	\$83.71
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75

\$21,926.56

18- Solar Dr at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	2	\$125.00	\$250.00	7	\$232.50
CAT6 Cable	STP, 1000 FT WOOD SPOOL, OUTDOOR BURIAL GRADE	2	\$190.00	\$380.00	7	\$353.40
MON-17HDMI	17 in. Color LCD Monitor Drawer (Generation 4 LCD, 1U rack mount drawer with monitor, 1 composite video, 1 VGA and 1 HDMI video input) (NTSC/PAL)	1	\$1,350.00	\$1,350.00	7	\$1,255.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	2	\$1,595.00	\$3,190.00	7	\$2,966.70
NEXT-CCU-PAK	Vantage Next CCU Unit, 1U box, supports up to 2 NEXT-DVPs (ordered separately). Includes NEXT-	1	\$3,500.00	\$3,500.00	7	\$3,255.00



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00010344

April 13, 2022

18- Solar Dr at Gonzales Rd						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
	CCU-SHIPKIT (NEMA cabinet mounting bracket, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver, insulated crimp-on ground lug, 6 ft. power cord)					
NEXT-DVP-PAK	VantageNext Dual Video Processor (supports 2x NEXT-CAM). Includes NEXT-DVP-SHIPKIT	2	\$3,500.00	\$7,000.00	7	\$6,510.00
TS2CABLE-2070	#493024101 Cable Assembly, SDLC2 2070 controller	1	\$60.00	\$60.00	7	\$55.80
TURN ON SUPPORT	Turn on requests outside of normal business hours M-F 8:00am-5:00pm will require a \$1,800.00 additional charge.	1	\$0.00	\$0.00	7	\$0.00
VECTOR-NEXT	VECTOR-NEXT-BH Vantage Vector Sensor Unit for VantageNext Platform; with pre-installed bulkhead RJ45 connection; NTSC/PAL 115/230VAC, integrated sensor that includes a compact color wide dynamic range zoom camera and radar unit. Pole mount bracket also included.	2	\$2,850.00	\$5,700.00	7	\$5,301.00
VLIVE-20-5YR	VantageLive! hosted data service. * Price per intersection for 20 to 49 intersections * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services. Provides collection, storage, analysis and presentation of traffic volume data from connected intersections.	1	\$1,968.75	\$1,968.75		\$1,968.75
						\$21,898.65

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of \$80,000 or less. Quotations that exceed \$80,000 in total price must be approved by an Authorized Iteris Signature.

Total before Discount: \$427,847.51	SUBTOTAL	\$400,872.31
	FREIGHT	
	TAX	\$37,080.69
	TOTAL:	\$437,953.00

Authorized Iteris Signature

Date

Michael Girardot, RodefX

Iteris Roadway Sensor Products Standard Terms and Conditions of Sale



1. **Sole Agreement.** These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. (“**Iteris**”) and the purchaser or buyer (“**Purchaser**”) indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the “**Agreement**”) and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract (“**Order**”) from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris’ acceptance of Purchaser’s Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser’s agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris’ acceptance by an authorized Iteris representative. Notwithstanding the foregoing, if Purchaser is purchasing the VantageLive! services, such services are subject to a separate agreement that Purchaser will be required to accept and agree, and nothing in the VantageLive! services agreement shall be construed to modify the terms and conditions of this Agreement for other products and services subject to this Agreement.

2. **Shipment.** All prices are in United States Dollars (USD or \$) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods sold hereunder (individually, a “**Product**” and collectively, “**Products**”) shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor’s lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

3. **Delivery.** Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris’ reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

4. **Payment Terms.** Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser’s order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris’ obligation to deliver Products is subject to Purchaser’s compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one percent (1%) per month, or the maximum allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys’ fees or other collection expenses.

5. **Taxes.** All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar

taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris’ invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment.

6. **Limited Warranty.** For the purposes of this Agreement the “**End User**” shall be the Purchaser or, if Purchaser is a contractor, distributor or other authorized reseller to whom Iteris delivered Products intended for use by a third party, shall be the intended third party.

Iteris Hardware Products: Iteris hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of delivery to End User, to conform to Iteris’ published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris’ Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris’ approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, End User must request a Return Material Authorization (“**RMA**”) before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and End User shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris’ option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. ***This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of delivery of each unit of Product to Purchaser.*** Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

Iteris Software Products: Software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

Non-Iteris Products: Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY (RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT) FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

7. **Return Material Authorizations.** Upon request by the End User for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide End User with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by End User. If Iteris provides a Field Replaceable Unit (“**FRU**”) or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within 30 days of shipment, End User will be invoiced for the FRU or replacement. End User shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to End User.

Iteris Roadway Sensor Products Standard Terms and Conditions of Sale



8. Indemnification.

a. **Purchaser Indemnification.** Iteris shall indemnify, defend and hold Purchaser, and its affiliates, directors, officers, shareholders, and employees harmless from and against any claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, the "**Liabilities**") to the extent arising out of third party claims based on a product liability or strict liability in tort relating to the Product or Iteris' negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property.

b. **Iteris Indemnification.** Purchaser shall indemnify, defend and hold Iteris, and its affiliates, directors, officers, shareholders, and employees harmless from and against any Liabilities to the extent arising out of third party claims based on products other than Iteris Products supplied by Purchaser or Purchaser's negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property. In the event that Purchaser is a governmental agency or body, the foregoing Iteris Indemnification shall not apply to the extent prohibited by law.

c. **Indemnification Procedures.** The Parties will follow the following indemnification procedures. Promptly after receipt by any entity entitled to indemnification of notice of a third party claim, the Party seeking indemnity ("**Indemnitee**") shall notify the other Party ("**Indemnitor**") of such claim in writing. No failure to provide obligations under this Agreement except to the extent that it can demonstrate prejudice attributable to the failure. Within fifteen (15) calendar days following receipt of written notice from Indemnitee, but in no event later than ten (10) calendar days before the date a response to such claim is due ("**Election Notice Period**"), Indemnitor shall notify Indemnitee in writing if the Indemnitor elects to assume control of the defense and settlement of that third party claim ("**Election Notice**"). If Indemnitor delivers an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that (a) the Indemnitee may participate in the defense and employ counsel at its own expense to assist with such third party claim, and (b) Indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such third party claim that purports to binds the Indemnitee. After the Indemnitor has delivered an Election Notice, Indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by the Indemnitee in connection with the defense of that third party claim. In addition, the Indemnitor shall not be required to indemnify the Indemnitee for any amount paid or payable by the Indemnitee in the settlement of any third party claim for which the Indemnitor has delivered a timely Election Notice, if such amount was agreed to without the written consent of the Indemnitor. If the Indemnitor does not deliver an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitee shall have the right to defend the third party claim in such manner as it may deem appropriate, at the sole cost and expense of the Indemnitor. The Indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses (i.e. Liabilities).

9. **Intellectual Property Indemnification.** Iteris shall indemnify and hold harmless Purchaser from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("**Intellectual Property**") to the extent arising out of the distribution or use of Iteris Products as delivered to Purchaser by Iteris hereunder (the "**IP Indemnity**"); provided that Purchaser notifies Iteris in writing within ten (10) days of Purchaser's first notice of an infringement claim, threat or suit ("**Infringement Claim**") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products are rendered infringing by (i) alteration of Iteris Products or the operation thereof, not by Iteris or duly authorized by Iteris in writing, (ii) use of Iteris Products in combination with other products, software, or services, (iii) Iteris' modification of its Products in compliance with the Purchaser's specifications or instructions, or (iv) Purchaser's failure to use and implement instructions provided by Iteris in a writing that would have rendered the Iteris Product non-infringing after reasonable time after receipt by Purchaser and before actual infringement. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed Intellectual Property or (ii) modifying or replacing the alleged infringing Product with non-infringing Product. In the event that neither (i) or (ii) are commercially possible, then Iteris shall have the right to rescind the purchase of the affected portions of the Products and to refund the Purchaser

with a pro rata amount of monies paid for such affected Products. The foregoing IP Indemnity shall not extend to claims based on infringement of Intellectual Property outside the United States of America. Iteris' sole obligation and liability to Purchaser with respect to indemnification of claims shall be as set forth in this paragraph and specifically excludes indemnification for consequential damages, incidental damages, punitive damages, and attorneys' fees.

10. **Arbitration.** It is the intent of the parties that any controversy will be elevated to the highest management levels within the respective organizations in an attempt to resolve the matter most efficiently. If the parties are unable, after good faith negotiations, which each hereby covenants to undertake, to resolve any dispute, claim or controversy arising between them, the parties hereby expressly agree that the exclusive means of resolving any such dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. If the Purchaser has an office located in the United States, arbitration shall be conducted under the Streamlined Arbitration Rules and Procedures of JAMS, a national alternative dispute resolution service (www.jamsadr.com) and shall be conducted in the English language, in Los Angeles, CA USA, by one (1) arbitrator appointed in accordance with said rules. If the Purchaser does not have an office in the United States, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce and be conducted in the English language, in New York, NY, USA, by one (1) arbitrator appointed in accordance with said Rules of Arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall it preclude Iteris from any pursuit allowed by the full extent of the law for collection of amounts owed by Purchaser under any credit arrangement. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. **Product Modifications.** Iteris reserves the right, at any time and without notice to Purchaser, to modify Products, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Products, and without incurring any liability, to change or modify any Product previously delivered, or to supply new Products in replacement thereof.

12. **Export Responsibility.** All sales hereunder shall at all times be subject to the export control laws and regulations of the U.S. government. Purchaser agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Iteris, other than as to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Iteris' invoices.

13. General.

a. No modification of a quotation or a resulting order shall be binding unless in writing signed by an authorized representative of Iteris.

b. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

c. Purchaser shall not assign its Order or any interest therein or any rights hereunder without the written consent of Iteris, and any such purported assignment shall be null and void and of no affect whatsoever.

d. Purchaser agrees that it will not modify, reproduce, reverse engineer, reverse compile, disassemble, translate, de-compile, deconstruct or decrypt, the whole or any part of the Products, including any software embedded therein.

e. All quotations and any resulting order shall be construed, interpreted and governed by the laws of the State of California, USA, but specifically excluding any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.



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

DATE: July 19, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8485 with NoHo Constructors for Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$261,000 in Project funds for the Pleasant Valley Park Restroom Project, Specification No. PW 21-84 (Project No. 205708):

1. The Mayor to execute Agreement A-8485 with NoHo Constructors in the amount of \$217,500 for the Project;
2. A Project contingency amount of \$21,750 for the Project; and
3. A Project allocation amount of \$21,750 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

BACKGROUND

This project includes removing the existing bathroom which is currently out of service and replacing it with a prefabricated Exeloo restroom. The prefabricated Exeloo restroom has been pre-purchased by the city and will be installed by the contractor on-site. The Exeloo restroom's various features such as auto wash and auto lock dramatically reduce service costs and increase the safety factor when compared with traditional toilet rooms. Exeloo restrooms are prefabricated in a factory environment and transported to site, ready for rapid installation, which reduces on-site construction costs and public disruption.

Capital Improvement Plan (CIP) Reference:

Project Nos. **205708 & 235701** – Public Restroom Improvements - CIP 2022-2027 - Adopted May 17, 2022 - Page 13

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on April 28, 2022, and all bids were due on June 17, 2022. The City received the following bids:

JTEC Corporation: \$164,160.00
NoHo Constructors: \$217,500.00
Staples Construction Company, Inc.: \$218,637.60
Schock Contracting Corporation \$218,976.00

The bid from the lowest bidder was determined to be non-responsive to the call for bids. The bid from the next lowest bidder, NoHo Constructors (\$217,500) is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from NoHo and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to NoHo Constructors.

In addition to the project award amount of \$217,500, staff recommends authorizing \$43,500, for the project, which includes \$21,750 for project contingency (10% of the contract costs) and \$21,750 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$261,000.

STRATEGIC PRIORITIES

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.

FINANCIAL IMPACT

This Project is funded in part by Community Development Block Grant funds (CDBG) from the United States Department of Housing and Urban Development (HUD) and the Project is subject to, and must comply with, the applicable requirements of HUD Agreement No. B-19-MC-06-0534. The total cost for this Project is \$261,000 which includes the construction agreement, contingency and project allocation. The Pleasant Valley Park Restroom Project No. 205708 has an available project budget balance of approximately \$100,000 from the CDBG Entitlement Fund (285). The Public Restrooms Improvements Project No. 235701 has an available project budget balance of \$1,000,000 from the Capital Outlay Fund (301).

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8485 NoHo Constructors PW 21-84

CONTRACT

**CITY OF OXNARD CONTRACT FOR
PLEASANT VALLEY PARK RESTROOM PROJECT
SPECIFICATION NO. PW 21-84
HUD Agreement No. B-19-MC-06-0534**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and NOHO CONSTRUCTORS ("Contractor"). Contractor's license number is 1028269.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include:

- The Notice Inviting Bids
- Instructions to Bidders
- General Provisions
- Grant and Federal Provisions
- Special Provisions
- Supplemental Special Provisions
- Plans, Standard Plans
- Greenbook
- Appendix A "Earth Systems Pacific Geotechnical Engineering Report"
- Appendix B "Exeloo Jupiter Restroom Units Installation Procedures and Guidelines"
- Appendix C "Exeloo Jupiter 22DD Platinum Twin Accessible Drawings"
- Appendix D "HUD LR01.DG Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects"
- Appendix E "Davis Bacon Act Wage Decision"
- Appendix F "Section 3 Business Interest Forms"
- Appendix G, "Federal Labor Standards Provisions Form HUD 4010"
- Appendix H "HUD Agreement No. B-19-MC-06-0534"
- Appendix I "Inter-Departmental Agreement for Use of CDBG Funds"
- Exhibit A Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award)
- HUD-2530 Form Previous Participation Certification
- HUD-51000 Schedule of Amounts for Contract Payments (Exhibit B)
- HUD-5369-A Representations, Certifications, and Statements of Bidders
- Insurance documentation as set forth in Exhibit INS-E
- Bonds
- City business license
- Permits from regulatory agencies
- Addenda
- Change Orders and Supplemental Agreements

The documents above are incorporated herein by reference. The Appendices listed above are included as part of the Contract Documents.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Pleasant Valley Park Restroom Project, Specification No. PW 21-84 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Two hundred seventeen thousand five hundred dollars (\$217,500) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

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

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

NOHO CONSTRUCTORS

☒ John C. Zaragoza, Mayor^a Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Buyer

 Bryce Greenstein, President^b Date

ATTEST:

 Vananda Nani Cholakians, Date
 Chief Financial Officer

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

APPROVED AS TO FORM:

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

^a 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.

^b 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.

BID PACKET

CITY OF

OXNARD



CALIFORNIA

FOR

PLEASANT VALLEY PARK RESTROOM PROJECT SPECIFICATION NO. PW 21-84 HUD AGREEMENT NO. B-19-MC-06-0534

Submitted by:

Contractor's Name: NoHo Constructors

Address: 11012 Ventura Blvd. Suite 1259

City: Studio City State: CA Zip Code: 91604

Contact Person: Bryce Greenstein Phone: (818) 642-7270

Email: bryce@nohoconstructors.com Date: 06/14/2022

BID FOR PLEASANT VALLEY PARK RESTROOM PROJECT
SPECIFICATION NO. PW 21-84
HUD Agreement No. B-19-MC-06-0534

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Pleasant Valley Park Restroom Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

- A. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
- B. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
- C. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/14/2022 [date], at Studio City [city], CA [state].

Bidder's Name (Company): NoHo Constructors

Signature: 

Print: Bryce Greenstein

Signature: 

Print: Nani Cholakians

Title: President

Date: 06/14/2022

CFO

Title: _____

Date: 06/14/2022

CITY OF OXNARD

BID SHEETS FOR PLEASANT VALLEY PARK RESTROOM PROJECT
SPECIFICATION NO. PW 21-84
HUD Agreement No. B-19-MC-06-0534

Bidder's Name: NoHo Constructors

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (maximum of 5% of Total Bid Price)	1001-3	LS	1	10,000	\$ 10,000.00
2	Storm Water Management	1010-3	LS	1	6,700	\$ 6,700.00
3	PCC Sidewalk	1007-6	SF	1,032	\$ 20.00	\$ 20,640.00
4	Install Pre-Fabricated Exeloo Restroom	1011-4	LS	1	38,000	\$ 38,000.00
5	Demolish Existing CMU Restroom	1012-4	LS	1	41,450	\$ 41,450.00
6	Demolish Concrete Sidewalk	1007-6	LS	1	20,000	\$ 20,000.00
7	Unclassified Excavation	1005-4	CY	92	\$ 90.00	\$ 8,280.00
8	Class 2 Aggregate Base	1006-4	TONS	96	\$ 140.00	\$ 13,440.00
9	Relocate Existing Trash Receptacle	1013-4	LS	1	500	\$ 500.00
10	Drinking Fountain	1015-4	LS	1	6000	\$ 6000.00
11	Electrical Service Reconnection	1016-4	LS	1	25,000	\$ 25,000.00
12	Sidewalk Drain Pipes	1014-4	LS	1	6000	\$ 6,000

EX. A-3

B 3

EXHIBIT A

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
13	Landscape – Planting (Sod)	1017-4	SF	1,172	\$ 7.50	\$ 8,790.00
14	Landscape – Irrigation Modifications	1018-4	LS	1	11,000	\$ 11,000.00
15	Landscape – 90 Day Maintenance Period	1019-4	LS	1	1700	\$ 1,700.00
TOTAL BID PRICE:					\$ 217,500.00	

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 217,500.00

TOTAL BID PRICE IN WORDS: Two Hundred Seventeen Thousand Five Hundred dollars

Contractor must complete all Work within sixty-five (65) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 05/10/2022
 #02 05/17/2022

Addendum: Date Received: # Date
 #03 05/18/2022 #6 6/13/22
 #04 05/20/2022 #7 6/13/22
 #05 06/09/2022 #8 6/13/22

Bidder's Name (Company): NoHo Constructors

Signature: 
 Print: Bryce Greenstein

Title: President
 Date: 06/14/2022

Signature: 
 Print: Nani Cholakians

Title: CFO
 Date: 06/14/2022

QUESTIONNAIRE FORM

Prime ☐ Sub-contractor (This form must be completed by and for each).

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Name of Firm: NoHo Constructors
- (2) If the Firm's name is a fictitious name, what is the full name of the registered owner?
n/a
 * If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 11012 Ventura Blvd. Suite 1259, Studio City CA 91604
 Phone 1: (818) 642-7270 Phone 2: n/a
 Email: bryce@nohoconstructors.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Corporation
 Organized under the laws of the State of: California
- (5) California State Contractor's License Number and Class: 1028269, A and B
 Original Date Issued: 06/23/2017 Expiration Date: 06/30/2023
- (6) DIR Contractor Registration Number: 1000050650
- (7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:
 Name: Bryce Greenstein Title: President
- (8) Please attach a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in California; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (9) Does the Firm have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: **YES** NO
- (10) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Firm:

Bryce Greenstein, President, 11012 Ventura Blvd. Suite 1259, Studio City CA 91604. (818) 642-7270.

V. Nani Cholakians, CFO/Vice President, 11012 Ventura Blvd. Suite 1259, Studio City CA 91604. (818) 642-7270.

- (11) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

N/A

- (12) Identify Principals/Partners in Firm and submit a brief professional resume for each:

Name	Title	% of Ownership
Bryce Greenstein	President	100

- (13) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each. (Do not duplicate any resumes required above):

Name	Title
Barry Greenstein	Superintendent

- (14) Bidder Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

Caucasian American (Male) 50 % Public-Held Corporation _____ % Government Agency _____ % Non-Profit Organization _____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident-Owned* _____ % African American _____ % Native American _____ % Hispanic American _____ % Asian/Pacific American 50 % Hasidic Jew _____ % Asian/Indian American _____ %

Woman-Owned (MBE) _____ % Woman-Owned (Caucasian) _____ % Disabled Veteran 100 % Other (Specify): _____ %

WMBE Certification Number: _____

Certified by (What Agency): _____

(NOTE: A WMBE CERTIFICATION/NUMBER IS NOT REQUIRED TO BID – ENTER IF AVAILABLE)

- (15) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (16) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Firm or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (17) If the Firm or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

- (18) If the Firm or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

- (19) If the Firm or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

For the final questions, the word "you" and "your" shall refer to the Firm and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(20) For projects that the Firm or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- | | | |
|--|-----------------|-------------------------------------|
| a. By you against the owner? | Circle one: Yes | ☒ No |
| b. By the owner against you? | Circle one: Yes | ☒ No |
| c. By any agency or individual for labor compliance? | Circle one: Yes | ☒ No |
| d. By Subcontractors? | Circle one: Yes | ☒ No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: Yes | ☒ No |

If your answer is "yes" to any part or parts of this question, explain.

(21) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. N/A
2. _____
3. _____

Upon request of the City, the Firm shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Firm certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: 
 Print: Bryce Greenstein

Title: President
 Date: 06/14/2022 6/16/22
BG

Signature: 
 Print: Nani Cholakians

Title: CFO
 Date: 06/14/2022 6/16/22
VNC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

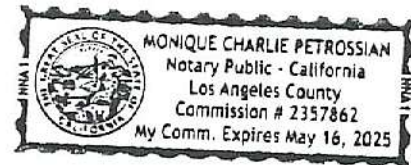
On 6-16-22 before me, Monique Charlie Petrossian, Notary Public
(insert name and title of the officer)

personally appeared BRYCE GREENSTEIN AND NANI CHOLAKIAN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



QUESTIONNAIRE FORM
B8

This Questionnaire Form must be notarized below.

State of California)

County of _____) ss

City of _____)

On _____ before me, _____

(insert name and title of the officer) personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed

the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the

instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

Bryce Greenstein

11012 Ventura Blvd. Suite 1259

Studio City, CA 91604

bryce@nohoconstructors.com (818) 642-7270

EXPERIENCE

NoHo Constructors (a general engineering construction firm)

Oct 2016 to Present

Founder, President, and Manager, North Hollywood, CA

- Managed and was responsible for all operations of the business in its planning and execution of multiple civil engineering projects valued at over \$5M, which included multiple trades, heavy equipment operations, and work crews with a dozen personnel.
- Supervised and coordinated all phases of the bidding process on over 70 projects, to include securing bonding, meeting insurance requirements, soliciting quotes, submitting RFI's, estimating construction and overhead costs, and analyzing project schedules.
- Served as the lead project manager on 19 projects responsible for their successful completion, contract compliance with both the project owner and subcontractors, certifying weekly payroll, submitting pay requests and paying vendors and subcontractors, producing and adhering to construction schedules, and approving change orders prior to owner submission.
- Established the company's standard operating procedures to ensure all projects were completed without liquidated damages, without any accidents, and while meeting set profit margins.
- Ensured the company's full compliance with all current building and labor codes by thoroughly researching project specifications.

LICENSES: California State Licensing Board holder of the Class A (General Engineering) and Class B (General Building) licenses.

NoHo Constructors

11012 Ventura Blvd. Suite 1259
Studio City, CA 91604
(818) 642-7270

RE Pleasant Valley Park Restroom Project, Questionnaire Form #8, Company Biography:

Corporation established in 2017

CA License# 1028269
Classification "A" and "B"
Issued 06/23/2017
Expires 06/30/2023

To date, 19 public works contracts totaling 4.09 million dollars have been completed with agencies in Los Angeles, Ventura, and San Bernardino Counties.

Barry Greenstein

11012 Ventura Blvd. Suite 1259
 Studio City, CA 91604
barry@nohoconstructors.com (626) 318-8557

EXPERIENCE**Project Manager in NoHo Constructors (a public works, GC company)****2016 - Present****Participating Partner in LandShapes (a public works, GC company)****1993 - 2015**

- Project manager for over 200 projects including the following:
 - **North Hollywood Multi-Generational Center project for the City of Los Angeles, a \$1.9M contract.** Successfully managed the construction of: a 1500 square foot, wood frame building, 2 acres of earthwork preparation, 2 steel frame, 1000 square foot picnic structures, 75 pieces of site amenities (exercise equipment, picnic tables, etc.), 1.5 acres of landscaping and irrigation, 25 space, asphalt parking lot, while supervising 8 employees over the course of 400 days.
 - **Aliso Canyon Park for the City of Los Angeles, a \$1.4M contract.** Successfully managed the construction of: a 30 foot, steel pedestrian bridge, a 1500 square foot equestrian riding ring, a 300 square foot prefabricated bathroom (including all utilities), a 40 space, aggregate base parking lot, a half mile meandering walking trail, 2.4 acres of landscaping and irrigation, a 1500 square foot steel picnic shelter, while supervising 10 employees over the course of 1 year. Additionally, he completed the project on time despite encountering unknown groundwater conditions requiring significant remediation.
 - **Griffith Manor Park for the City of Glendale, a \$1.1M contract.** Successfully managed the construction of: 3 concrete drywells, totaling 1000 cubic feet, 5000 lineal feet of 4" drain pipe, a 1500 square foot masonry and wood frame recreation room, a full size basketball court with 400 lineal feet fence, a 12 space parking lot, 4 prefabricated picnic shelter, a composite play equipment area, 10,000 square feet of concrete walkways with pole lighting.
 - **Pedlow Skate Park for the Los Angeles Recreation and Parks, a \$275k contract.** Successfully managed the construction of the **first concrete skate park** in Los Angeles that included: a 24 space, asphalt/DG parking lot, over 200 cubic yards of placed concrete, a custom wrought iron fence with an automatic gate, cut and balance over 3000 cubic yards of dirt. **Received an Award of Excellence from the City of Los Angeles.**
 - **Sylmar Recreation Center Splash Pad, a \$786k contract.** Successfully managed the construction of: a 3000 square foot, concrete splash pad with integrated colored artwork, 15 water fountains, and a 5000 gallon underground, recirculating water system.
 - **75 LAUSD Renovation Projects totaling over \$15M.** Successfully completed 60 school playground paving renovations and ADA upgrades, which included 5 sanitary building installations.
- Successfully completed all projects on time, on budget, and without any penalties.

LICENSES

Held California State Licensing Board "A", "B", and "C-27 Licenses.

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: Install new baseball scoreboard at Arcadia High School

Construction Dates From: 01/2020 To: 01/2020

Agency Name: Arcadia Unified School District

Project Manager: Tony Barrios Telephone: (626) 821-1435

Original Contract Amount: \$ 144,500.00 Final Contract Amount: \$ 150,038.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 2 Description: Construct new basketball courts and shade structure with lighting at Robinson Park

Construction Dates From: 11/2020 To: 03/2021

Agency Name: City of Pasadena

Project Manager: Jeff Khun Telephone: (626) 744-6768

Original Contract Amount: \$ 400,513.74 Final Contract Amount: \$ 420,270.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 3 Description: Construct new concrete flatwork and install new feed bins at the Fillmore Fish Hatchery.

Construction Dates From: 07/2020 To: 01/2021

Agency Name: CA Department of Fish and Wildlife

Project Manager: Shawn Federow Telephone: (805) 524-0962

Original Contract Amount: \$ 357,170.00 Final Contract Amount: \$ 324,700.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 4 Description: Construction of new block wall, structure and concrete flatwork, installation of new generator and diesel fuel tank.

Construction Dates From: 04/2021 To: 05/2022

Agency Name: Camrosa Water District

Project Manager: Terry Curson Telephone: (805) 341-9079

Original Contract Amount: \$ 297,700.00 Final Contract Amount: \$ 307,156.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: NoHo Constructors

Signature: 
 Print: Bryce Greenstein

Title: President
 Date: 06/14/2022

Signature: 
 Print: Nani Cholakians

Title: CFO
 Date: 06/14/2022

EX. A-15

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹
OST Trucks and Cranes, Inc.	402528	1000003949	PO Box 237 (805) 643-9968 Ventura, CA 93002	Crane	2%
Oilfield Electric + Motor	125250	1000001413	1801 North Ventura Ave. Ventura, CA 93001 (805) 648-3131	Electrical	8%
Rebar Engineering	254219	1000005789	10706 Painter Ave. Santa Fe Springs, CA 90670 (562) 946-2461	Rebar	2%

Bidder's Name: NoHo Constructors

Signature:  Title: President

Print: Bryce Greenstien Date: 06/14/2022

Signature:  Title: CFO

Print: Nani Cholakians Date: 06/14/2022

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "SELF-PERFORMANCE" for the percentage of Contract Work required of the Contractor.

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2022 (so far)	2021	2020 2019	2019 2018	2018 2017	2017 2016	Total
Number of contracts	1	5	4	4	5	0	19
Total dollar amount of contracts (in thousands)	150k	1.2 million	1.1 million	960k	680k	0	4.09m
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: NoHo Constructors

Signature: 

Print: Bryce Greenstein

Title: President

Date: 06/14/2022

Signature: 

Print: Nani Cholakians

Title: CFO

Date: 06/14/2022

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the President of NoHo Constructors,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/14/2022 [date], at Studio City [city], CA [state].

Bidder's Name: NoHo Constructors

Signature: 

Print: Bryce Greenstein

Title: President

Date: 06/14/2022 6/16/22

BG

Signature: 

Print: Nani Cholakians

Title: CFO

Date: 06/14/2022 6/16/22

VNC

This Noncollusion Declaration must be notarized on the following page.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On 6.16.22 before me, Monique Charlie Petrossian, Notary Public
(insert name and title of the officer)

personally appeared BRUCE GREENSTEIN AND NANI CHOLAKIAN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

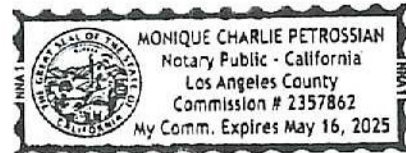
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



NONCOLLUSION DECLARATION
TO BE EXEC. BY BIDDER

B14

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

City of _____)

On _____ before me, _____ (insert
name and title of the officer) personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____

(Seal)

City of Oxnard
Minority and Women-Owned Business Report
Contract and Subcontract Activity

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated there under at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.²

² Cited from the U.S. Department of Housing and Urban Development M/WBE Form 2516

Minority and Woman Owned Business Report Contract and Subcontract Activity Form

1. Agency/Company/Organization City of Oxnard Public Works Department	2. Agency/Company Address 305 West Third Street, 3 rd Fl-East Oxnard, California 93030	3. Phone Number (Including Area Code) (805) 385-8280
4. Name of Contact Person (Prime) Bryce Greenstein	5. Name of Contractor NoHo Constructors	6. Contractor Address ³ 11012 Ventura Blvd. Suite 1259, Studio City CA 91604
7. Prime Contract Amount: \$ 217,500.00	8. Primary Trade of the Contractor General Engineering Construction	9. Contractor's Employer ID (IRS Tax) Number 814263731

Place answer yes or no by marking "☐" or an "X" in the appropriate area.

10. Indicate whether 51% or more of the contractor's company ownership is held by a minority or women.	X	YES	NO
--	---	-----	----

11. Is your company the prime contractor?	X	YES	NO
---	---	-----	----

³ Submit form for Contractor and each Subcontractor.

Minority and Woman Owned Business Report Contract and Subcontract Activity Form

12. Indicate whether 51% or more of the contractor's company ownership is held by individuals who are:		Mark a " " or an "X" by all that apply.	
X	Male	X	White American
			Black American
			Native American
			Hispanic American
		X	Asian/Pacific American
			Hasidic Jews
13.	Will you have subcontractors working on the project?	X	YES
			NO

EX. A-23

MWBE Questionnaire Key

1. **Agency/Company/Organization** – Responsible entity managing the project development.
2. **Agency/Company Address** – Physical address of the responsible entity.
3. **Phone Number** – Telephone number of the responsible entity.
4. **Name of Contact Person** – Staff responsible for project development and reporting.
5. **Name of Contractor/Subcontractor** – Company name in charge of construction.
6. **Contractor/Subcontractor Address** – Business (physical) address of the contractor.
7. **Prime Contract Amount** – Bid awarded Amount for the general construction of the project. Subcontractors only need to enter amount provided for their portion of the project.
8. **Primary Trade of the Contractor** – Contractor's specialty (general, welding, pipefitting, plumbing, electrical and wiring, etc.)
9. **Contractor's Employer ID Number** – Tax ID number for federal reference.

Minority or Woman-Owned Business Enterprise (MWBE) – Minority or Woman-Owned Business Enterprise is a business in which minority, to include women, own 51 percent or more of a company; or, in the case of a publicly-owned business, one in which minority-group members own at least 51 percent of its voting stock and control management and daily business operations.

EXHIBIT A

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ~~X~~ is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, ~~X~~ has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, ~~X~~ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- ☒ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

- (a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☒ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☒ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☒ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

- (a) ☐ is, ☒ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.
- (b) ☐ is, ☒ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. an "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, ☒ is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

☒ is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 6/17/22
(Signature and Date)

Bryce Greenstein

(Typed or Printed Name)

President

(Title)

NoHo Constructors

(Company Name)

11012 Ventura Blvd. Suite 1259 Studio City CA 91604

(Company Address)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration**Part I to be completed by Controlling Participant(s) of Covered Projects**

(See instructions)

Reason for submission: New construction project bid.

1. Agency name and City where the application is filed

City of Oxnard. Oxnard.

3. Loan or Contract amount \$

\$ 217,500.00

4. Number of Units or Beds
Twin unit restroom5. Section of Act
Section 36. Type of Project (check one)
☐ Existing ☐ Rehabilitat ☒ Proposed
(New)**For HUD HQ/FmHA use only**

2. Project Name, Project Number, City and Zip Code

Pleasant Valley Park Restroom Project/21-84 Oxnard 93033. HUD# B-19-MC-06-0534.

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to

8 Role of Each Principal in Project

9. SSN or IRS Employer Number (TIN)

NoHo Constructors, 11012 Ventura Blvd. Suite 1259 Studio City CA 91604

Prime Contractor

814263731

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.

2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. No mortgages on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;

b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;

e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;

g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;

3. All the names of the controlling participants who propose to participate in this project are listed above.

4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.

5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.

6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).

7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

EXHIBIT A

Name of Controlling Participant	Signature of Participant	Controlling	Certification (mm/dd/yyyy)	Date	Area Code and Tel. No.
NoHo Constructors			06/14/2022		(818) 642-7270
This form prepared by (print name) Bryce Greenstein					
Area Code and Tel. No. (818) 642-7270					

Page 1 of 4

(Exp. 11/30/2022)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes ☐ No ☐ If yes, explain	6. Last MOR rating and Physical Insp. Score and date
NoHo Constructors	No Previous participation, First Experience				

EX. A-29

EXHIBIT A

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.		☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system		☐ D. Other (attach memorandum)
Signature of authorized reviewer	Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)	

Page 2 of 4

APPENDIX F**SECTION 3 TERMS AND CONDITIONS****General Policy Statement**

Read and initial each paragraph to verify that the terms of the statements have been reviewed and acknowledged.

BG It is the policy of the U.S. Department of Housing and Urban Development (HUD) to require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

BG The City of Oxnard ("City") CDBG program implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for city residents.

BG The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of residents and other eligible persons and business by city-awarded contractors working on contracts partially or wholly funded with the HUD monies. A contractor's or vendor's potential for success by providing employment and business opportunities to city residents shall be examined and considered prior to acting on any proposed contract award.

BG Section 3 requirements are triggered when a covered project creates the need for new employment, contracting or training opportunities. Recipients are not required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

Section 3 Purpose

As a bid applicant on a federally funded project, in part or in whole, General Contractors and/or Primary Bidders, in addition to all Subcontractors must adhere to the Section 3 federal statutes to the greatest extent feasible and acknowledge by initialing each below that attempts will be made to accomplish the following:

BG Section 3 of the HUD Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the City of Oxnard CDBG and HOME programs ensure that employment and other economic and business opportunities generated by through (HUD) financial assistance, *to the greatest extent feasible*, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons. If awarded, [BUSINESS] will notify low-income residents through marketing efforts such as general news circulars, labor organizations and unions, public housing authorities, and any other methods of outreach efforts specified to low-income persons and businesses.

BG Consider and categorize the following types of eligible, low-income new hires for Section 3 purposes: 1) New Employees; 2) Returning laid off workers; 3) Temporary & Seasonal Workers; and 4) Full-Time Workers.

BG The existing Procurement Policy also contains goal requirements for soliciting opportunities for contracts to Minority and Women Business Enterprises (MBE/WBE).

BG Section 3 requirements do not apply to materials only contracts, nor does it recommend a specific method of procurement or supersede local or federal procurement policies.

Section 3 Applicability

☐ If awarded, this contract will amount to or exceed \$100,000 and I understand this triggers the need for a Section 3 Plan and/or Section 3 Marketing efforts, pending the need for new employees and subcontractors to carry out the completion of the project.

☐ The [BUSINESS] is a Section 3 certified business. Please see the attached certification.

☐ The [BUSINESS] has hired Section 3 staff within the past 3 years. Please see the attached proof of hires and corresponding low-income documentation.

☐ The [BUSINESS] will need new hires and intends to hire new employees to carry out this project, thus triggering the need to market the job opportunity/(ies) to low-income residents.

☐ The contract will not amount or exceed \$100,000, therefore this section is not applicable to triggering the Section 3 requirements.

☒ The [BUSINESS] will be able to complete the project without the addition of new staff, for construction or administrative purposes, therefore this section is not applicable to triggering the Section 3 requirements.

If the [BUSINESS] does not trigger Section 3 requirements, no other Section 3 forms need to be filled out.

I understand that this is a federally funded project, in whole or in part, and [BUSINESS] will be held responsible for all documentation that satisfies the requirements set forth under the federal statutes of Section 3, and that I funding may be held or subject to refund in the event that compliance is not met.

Signature  Date 6/14/2022

Bryce Greenstein, President
Printed Name and Title

NoHo Constructors
Company Name

SECTION 3 BUSINESS CERTIFICATION

Name of Business NoHo Constructors
 Address of Business 11012 Ventura Blvd. Suite 1259 Studio City CA 91604
 Contact Person/Title Bryce Greenstein, President
 Telephone (818) 642-7270 Email bryce@nohconstructors.com

Directions: Select one of the categories below if considered a Section 3 business. Also select which documentation will be attached to support Section 3 determination. Page two provides income eligibility information to aid in determining low-income residents/business owners.

N/A

_____ Status as a Section 3 resident-owned enterprise at least 51% owned by Section 3 residents:

- ☐ Provide copy of resident lease, evidence of participation in a public assistance program, or signed certification of Section 3 Resident
- ☐ Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles.

N/A

_____ At least 30% of permanent, full-time employees are currently Section 3 Residents or were Section 3 residents within the past 3 years:

- ☐ Provide complete list of all permanent, full-time employees
- ☐ Provide list of employees claiming Section 3 status
- ☐ Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 resident

N/A

_____ Commitment to subcontract 25% of the dollar awarded to qualified Section business (only applicable to prime contractors):

- ☐ Provide list of subcontracted Section 3 business(es) and subcontract amount
- ☐ Provide documentation of Section 3 status for applicable businesses

I hereby certify that the information provided here is true and correct and understand that any falsification of any information provided could subject me to disqualification and punishment under the law.

Bryce Greenstein 
 Authorized Name and Signature

6/14/22
 Date

Nani Cholakians 
 Witness Name and Signature

6/14/22
 Date

+

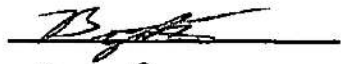
NoHo Constructors

11012 Ventura Blvd. Suite 1259
Studio City, CA 91604
CA License# 1028269

May 6, 2022

Corporate Resolution Subject: Officers of NoHo Constructors

The following are designated as officers of NoHo Constructors, a California corporation, entity number 3955237, with signature authority to bind the corporation to all bids and contracts:

<u>Name</u>	<u>Title</u>	<u>Example of Signature</u>
Bryce Greenstein	President	
Vananda Nani Cholakians	Vice President & CFO	

This Corporate Resolution was approved by the Board on May 6, 2022 and shall be effective as of May 6, 2022.

Authorized By:


(Sign)

~~See Attached~~
Acknowledgement:

Bryce Greenstein, Chairman of the Board, NoHo Constructors

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

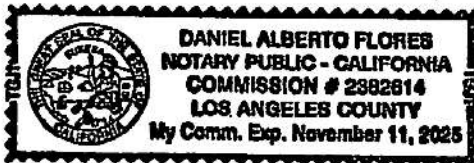
State of California

County of Los Angeles

On 05/06/2022 before me, Daniel Alberto Flores, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Boyle Greenstein
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: May 6, 2022 Number of Pages: 1

Signer(s) Other Than Named Above: Vananda Nani Cholakians

Capacity(ies) Claimed by Signer(s)

Signer's Name: Boyle Greenstein

☒ Corporate Officer – Title(s): President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Bond No. N/A**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for Bids for the Work described as the Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS NoHo Constructors - 11012 Ventura Blvd., Suite 1259, Studio City, CA 91604
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and American Contractors Indemnity Company - 801 S. Figueroa St., Ste. 700, Los Angeles, CA 90017
(Name and address of Surety)

a corporation organized and existing under the laws of the State of California
 ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____

Ten percent of the total bid amount

Dollars (\$ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

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

Dated: June 2, 2022

"Principal"

NoHo Constructors

By: 

Its: President, Bryce Greenstein

By: _____

Its: _____

"Surety"

American Contractors Indemnity Company

By: 

Its: Matthew J. Coats, Attorney-in-Fact

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

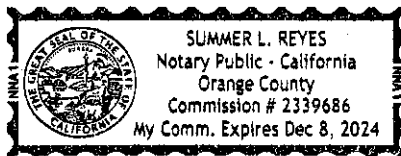
State of California

County of Orange

On JUN 02 2022 before me, Summer L. Reyes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars

(***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:


Daniel P. Aguilar, Vice President

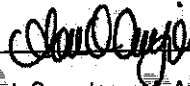
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of June, 2022.

Corporate Seals

Bond No.

N/A

Agency No. 17758




Kio Lo, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

American Contractors Indemnity Company

of Los Angeles, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of May, 1994, I have
hereunto set my hand and caused my official seal to be affixed this
24th day of December, 2005.

Fee \$2,361.00

John Garamendi
Insurance Commissioner

Rec. No. 578370

Filed 10/04/90

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 13th day of December, 2006.

John Garamendi
Insurance Commissioner

By

Pauline D'Andrea
Pauline D'Andrea

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



May 10, 2022

ADDENDUM NO. 1

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **Change in submittal time for Subcontractor Documents.** Bidders are instructed to discard the single-page "Checklist for Bidders" form provided with the Contract Documents and replace it with the attached "Revised Checklist for Bidders" pages 1 and 2. Subcontractor's Documents shall be submitted by Prime to the City within three (3) Working Days after the time of receipt of Bids. **Note:** Bidders are not required to submit the attachment with their Bid response. Only submit this signed Addendum.

Addendum No. 1 Received:

NoHo Constructors
Contractor's Name


Authorized Signature

Bryce Greenstein, President
Printed Name & Title

Date: 05/10/2022

11012 Ventura Blvd. Suite 1259
Address

Studio City, CA 91604
City, State, Zip Code

(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



May 17, 2022

ADDENDUM NO. 2

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

- A. **Revised Plan Sheet 6.** Bidders are instructed to remove and discard grading plan sheet 6 signed 10/04/2021, and replace it with "Revised Plan 6" signed by the City Engineer on 05/16/2022. "PW 21-84 Revised Plan 6" is hereby incorporated into the Contract Documents. It is not necessary for Bidders to include Revised Plan 6 with their Bid submission.
- B. **New Utility Plan Sheet 6A.** Pursuant to RFI's noted below, a new Utility Plan has been added. Bidders are instructed to review "PW 21-84 New Utility Plan 6A" signed by the City Engineer on 05/16/2022, attached hereto and incorporated into the Contract Documents.
- C. The City received the following Requests for Information (RFI) and the questions and responses are shown below:

Question 1: Regarding the prefabricated restroom, if it is delivered from the district's yard in Long Beach to the site, who is responsible for offloading it?

Response 1: The Exeloo prefabricated restroom will be transported to the Project Work Area by the Exeloo manufacturer's representative. Contractor is only responsible for offloading the Exeloo from the Exeloo manufacturer's vehicle and placing it on the foundation. Bidders are instructed to review offloading and installation methods included in Appendix B provided with the Bid.

Question 2: If the contractor is responsible to pick up the prefabricated restroom from the Long Beach yard, does the district have the equipment to load the restroom onto the contractor's truck and trailer? Or does the contractor need to provide a crane to pick it up and load onto the truck and trailer?

ADDENDUM NO. 2

Pleasant Valley Park Restroom Project
 Specification No. PW 21-84
 Page 2

Response 2: Contractor is only responsible for offloading the restroom at the Project Work Area. See "Response 1" above and Appendix B for additional instructions.

Question 3: Regarding underground utilities, please provide the As-Built drawings for the restroom and park for the sewer, water and electrical point of connections. Please provide the location of all underground utilities Temporary shutoff valve or cap off.

Response 3: Please refer to New Utility Plan 6A of the plan set (UTILITY PLAN) for more information. The awarded contractor will be responsible to field verify the exact location and size of all existing utilities.

Question 4: Please provide the location of the irrigation mainline point of connection.

Response 4: Please refer to New Utility Plan 6A of the plan set (UTILITY PLAN) for more information.

Question 5: Please clarify line item #8 "Aggregate Base 96 Tons"

Response 5: The amount is correct.

Question 6: Please confirm if all utilities and controllers inside the restroom maintenance room will be demolished and discarded?

Response 6: Please refer to New Utility Plan 6A of the plan set (UTILITY PLAN) for more information.

Question 7: Regarding the irrigation controller, during the demolition and reinstallation period of the restroom, the irrigation controller will not be present and there will be no power. Is this acceptable?

Response 7: That will be acceptable.

Question 8: What permits are required, and who is responsible for pulling them?

Response 8: Plans are permit ready. The awarded Contractor will pull the permit using the permit number provided by the City. Contractor may contact the Project Manager (Ms. Niousha Mohammadi) two days prior so she can coordinate with the planning department.

Addendum No. 2 Received:

Date: 05/17/2022

NoHo Constructors
 Contractor's Name

11012 Ventura Blvd. Suite 1259
 Address


 Authorized Signature

Studio City, CA 91604
 City, State, Zip Code

Bryce Greenstein, President
 Printed Name & Title

(818) 642-7270
 Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



May 18, 2022

ADDENDUM NO. 3

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **Contractor's License Requirement Change.** Bidders must possess either a Class B Contractor's license or a Class A Contractor's license, issued by the California Contractors State License Board.

Addendum No. 3 Received:

Date: 05/18/2022

NoHo Constructors
Contractor's Name

11012 Ventura Blvd.
Address


Authorized Signature

Studio City, CA 91604
City, State, Zip Code

Bryce Greenstein, President
Printed Name & Title

(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



May 20, 2022

ADDENDUM NO. 4

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. **MANDATORY PRE-BID MEETING AND SITE VISIT.** The City will hold a 2ND Mandatory Pre-Bid Meeting and Site Visit at 2:30 P.M. on Thurs. June 2, 2022 at Pleasant Valley Park located at 4501 Justin Way, Oxnard. **Failure to attend will render the Bidder's Bid non-responsive.** All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to attend.

Addendum No. 4 Received:

Date: 05/20/2022

NoHo Constructors
Contractor's Name

11012 Ventura Blvd. Suite 1259
Address


Authorized Signature

Studio City, CA 91604
City, State, Zip Code

Bryce Greenstein, President
Printed Name & Title

(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 9, 2022

ADDENDUM NO. 5

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

A. PRE-BID MEETINGS AND SITE VISITS. The City will consider anyone who attended EITHER of the mandatory pre-bid meetings (May 12, 2022 or June 2, 2022) to be eligible to bid on the Project. All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to bid.

B The City received a Request for Information (RFI) and the questions and responses are shown below:

Question 1: When is the anticipated start date for the project?

Response 1: September 2022

Question 2: When is the bathroom scheduled to be delivered to the jobsite?

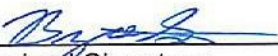
Response 2: The contractor is responsible to coordinate with the City 48 hours prior to schedule the delivery.

Question 3: Page 24 of Appendix B, (Exeloo Installation Procedures and Guidelines) states that the Exeloo unit will come with a roof drain that is to be connected to the storm water line. Page 6A (Utility Plan) of the addendum 2 documents does not show a stormwater line. How would you like us to proceed.

Response 3: There is no existing storm drain line, roof drain to surface outlet into the park will suffice.

ADDENDUM NO. 5

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

Addendum No. 5 Received:Date: 06/09/2022NoHo Constructors
Contractor's Name11012 Ventura Blvd. Suite 1259
Address
Authorized SignatureStudio City, CA 91604
City, State, Zip CodeBryce Greenstein, President
Printed Name & Title(818) 642-7270
Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 13, 2022

ADDENDUM NO. 6

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

1. The City received a Request for Information (RFI) and the questions and responses are shown below:

Question 1: Regarding section 1000-6 on page SP 3 and section 1001-3 on page SP 6, we believe that the supervision (superintendent, PM, etc.) alone will exceed the 5% max value for mobilization/demobilization. How should we proceed given this limit and contract requirement?

Response 1: No changes will be made to the requirement.

Question 3: Regarding section 2-2 on page GP 6, please provide the permit cost for all required permits for this project that are to be paid by the contractor, i.e. electrical (Item F on page TS 3), plumbing, etc.

Response 3: The City will reimburse the Contractor for any permit costs.

Question 4: Regarding section 3-12.6.2 on page GP 15, the area of disturbance for this project/Scope of work does not trigger a required SWPP Plan, please confirm.

Response 4: Please refer to form "SW-1 County of Ventura Stormwater Quality Management Program Best Management Practices For Construction Less Than 1 Acre" for this Project.

ADDENDUM NO. 6

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

Question 5: Regarding section 5-7.12-1 on page GP 27, since there is no proposed Work in Right-of-Way will a traffic control plan be required and that section 1000-9 on page SP 15 supersede this requirements.

Response 5: A Traffic Control Plan will not be required for this project.

Question 6: Regarding item #7 of the pre-construction meeting agenda on page GP 30, since the entire existing restroom facility will be removed and replaced, we do not anticipate a need to maintain sewage service, please confirm this is correct/acceptable.

Response 6: Confirmed.

Question 7: Regarding the HUD Agreement No. B-19-MC-06-0534, page B 2, Item A states, "...that the Bidder has examined and investigate the surface, subsurface, and other conditions affecting the Work, including also the groundwater conditions..." which would require potholing to be able to fulfill this requirement that has not been done (as far as we are aware) and that "No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation." How is the Bidder reasonably able to assume this risk without the proper due diligence such as potholing to verify the subsurface conditions including groundwater?

Response 7: Bidders are instructed to refer to "Appendix A – Pleasant Valley Park Geotechnical Report" dated September 25, 2020 which was published with the Contract Documents on 4/27/22. A link to the CyberCopy plan room can be found here:

<https://www.cybercopyplanroom.com/jobs/760/specs/city-of-oxnard-pw-21-84-pleasant-valley-park-restroom-project>

Addendum No. 6 Received:

NoHo Constructors

Contractor's Name


Authorized Signature

Bryce Greenstein, President

Printed Name & Title

Date: 06/14/2022

11012 Ventura Blvd. Suite 1259

Address

Studio City, CA 91604

City, State, Zip Code

(818) 642-7270

Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



June 13, 2022

ADDENDUM NO. 7

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 14, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

The City received a Request for Information (RFI) and the questions and responses are shown below:

Question 1: The item number for the Haws fountain didn't match any of their model numbers, they provided the attached as an equal (see attached specs), can you confirm this meets the fountain requirement?

Response 1: Haws Model 3300 Barrier-Free Steel Pedestal Fountain meets the fountain requirement.

Question 2: Per Special Provisions 1000-3, the city is providing compaction testing but the contractor is providing concrete cylinder testing? Can you confirm this is correct?

Response 2: As stated in Special Provisions 1000-3, "Concrete cylinder testing will also be performed by the Contractor for such items of Work requiring such testing as indicated on the Plans.

Question 4: Will the contractor be required to have potable water go through a chlorination process?

Response 4: No.

ADDENDUM NO. 7

Pleasant Valley Park Restroom Project
Specification No. PW 21-84

Addendum No. 7 Received:Date: 06/14/2022NoHo Constructors11012 Ventura Blvd. Suite 1259

Contractor's Name

Address


Authorized SignatureStudio City, CA 91604

City, State, Zip Code

Bryce Greenstein, President(818) 642-7270

Printed Name & Title

Telephone number, including area code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



June 13, 2022

ADDENDUM NO. 8

Pleasant Valley Park Restroom Project
 Specification No. PW 21-84

BID DUE DATE: 2:00 pm on June 17, 2022

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

BID DUE DATE: The Bid Due Date for this Project has been changed. The City will receive such bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030 ("City Hall"), Attn: City Clerk until 2:00 p.m. on June 17, 2022. There will be a public bid opening immediately afterwards at 305 W. Third Street, First Floor, Oxnard, California in the City Council Chambers. As a courtesy, the public bid opening will be read aloud via teleconference call. The number to join the call is (617) 675-4444, and the PIN number is 926 789 882 2558#.

Addendum No. 8 Received:

Date: 6/17/22

NoHo Constructors
 Contractor's Name

11012 Ventura Blvd Suite 1259
 Address

[Signature]
 Authorized Signature

Studio City, CA 91604
 City, State, Zip Code

Bryce Greenstein, President
 Printed Name & Title

818-642-7270
 Telephone number, including area code

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Name, Address, and Zip Code of Contractor

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
			D			

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List 1/2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

APPENDIX E

Davis Bacon Act Wage Decision

"General Decision Number: CA20220015 04/29/2022

Superseded General Decision Number: CA20210015

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Ventura County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/28/2022
3	02/25/2022
4	04/01/2022
5	04/29/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

 * BRCA0004-012 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.81

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

 BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

 * BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

 CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet		
Installer, Insulation		
Installer, Hardwood Floor		
Worker and acoustical		
installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick		
Bargeman, Bridge or Dock		
Carpenter, Heavy Framer,		
Rock Bargeman or Scowman,		
Rockslinger, Shingler		
(Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer,		
Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw		
Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged

trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0952-001 12/27/2021

	Rates	Fringes
Electricians: (All work within 32 road miles from the nearest base point)		
Cable Splicer.....	\$ 48.13	29.55
Electrician		
Transportation Systems Technician Journeyman		
Wireman - Street Lighting & Traffic Signals.....	\$ 43.75	29.42
Transportation Systems Technician - Street		
Lighting & Traffic Signals..	\$ 32.81	29.09

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-003 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 42.17	15.55
Technician.....	\$ 30.10	12.78

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25

GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or

similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity,

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW

corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
 Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
 Center-Goldstone, San Clemente Island, San Nicholas Island,
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
 Naval Post Graduate School - Monterey, Yermo Marine Corps
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site

cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0585-001 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter;

Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodger and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0585-003 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes

and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-007 07/01/2019

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement.....	\$ 25.40	15.87
(2) High Iron & Steel.....	\$ 32.12	16.03
(3) Journeyman Painter including Lead Abatement....	\$ 30.04	16.03
(4) Industrial.....	\$ 34.02	16.49
(5) All other work.....	\$ 30.04	16.03

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,

from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.75	14.03

PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

 ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....	\$ 42.07	18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

 SFCA0669-010 04/01/2022

DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	26.77
(FIRE)		

 SFCA0709-001 01/01/2021

PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

 SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.48	30.05

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

 TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59

GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water

pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**EXHIBIT INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH 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.

1.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

1.2 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;"

1.3 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.

1.4 Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

City of Oxnard
Insurance Compliance
Reference No. PW 21-84
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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 sample accord form.

ACORD CERTIFICATE OF INSURANCE					ISSUE	DATE
(MM/DD/YY)						
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	SAMPLE			COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. <u>PW 21-84</u> P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		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:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
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. <u>PW 21-84</u> 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: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED SAMPLE		☐ 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. <u>PW 21-84</u> 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 _____	

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259 Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to NoHo Constructors, 11012 Ventura Boulevard, Suite 1259, Studio City, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Pleasant Valley Park Restroom Project, Specification No. PW 21-84.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

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



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: July 19, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Campus Park Activation Project Update. (10/5/5)

RECOMMENDATION

That the City Council receive and file a verbal update report for the Campus Park Activation Project design.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

(Presentation will be live upon consultant's request.)

BACKGROUND

On June 4, 2019, City Council adopted resolutions authorizing the City Manager to submit an application for \$8,500,000 in Statewide Park Development and Community Revitalization Program (SPP) grant funds for the Campus Park Activation Project. The grant application focused on Campus Park's potential role in the community as outlined in the recent Parks and Recreation Master Plan. On February 20, 2020, the City was notified that the grant was being awarded for the full \$8,500,000.

Following the grant award, the City sought a consultant team to provide landscape architecture and engineering design services for the Campus Park Activation Project (No. 215701). The project scope involves public outreach and participatory community design, cost analysis, engineering design, and preparation of plans and specifications for the proposed improvements at Campus Park. On December 15, 2020, City Council awarded an agreement to MIG for Landscape Architecture and Engineering Design Services.

Following the agreement award, MIG solicited design input through online surveys, community workshops, and an Advisory Panel group. Through these efforts, MIG created both a master design plan for Campus Park as well as a Phase I design plan that incorporates the specific project elements required by the grant and budgetary constraints. The master plan was presented to the Oxnard Airport Authority on June 9, 2022, and was unanimously approved and determined to be consistent with the adopted Airport Comprehensive Land Use Plan (ACLUP).

Capital Improvement Project (CIP) Reference:

Project No. 215701 – PW 20-95 - CIP 2021- 2026 - Adopted May 18, 2021 – Page 76.

DISCUSSION

This agenda item involves a verbal report to the City Council from the Campus Park Activation Project Design Consultant, MIG.

In his report, updates are provided that include the following topics:

1. Design Process
2. Project Constraints
 - a. Prop 68 Grant Requirements
3. Outreach Efforts to Date
4. Emerging Themes/ Concept
 - a. Site Furnishings and Materials
 - b. Plant Palette
5. Master Site Plan
6. Phase I Plan

The next steps for this project include completion of the 100% Construction Documents (Plans, Specifications, and Construction Cost Estimate) and project permitting/ entitlement with the goal of advertising the project for bid in Fall 2022 and awarding a construction contract in Winter 2023. Per the grant requirements, construction of the project must be completed by March 2024.

STRATEGIC PRIORITIES

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.

FINANCIAL IMPACT

There is no financial impact in receiving this report.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program Budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Presentation



Campus Park Activation Project

July 19, 2022



Presentation Overview

1

Project Background

2

Previous Master Plan

3

Recent Work

4

Community Engagement

5

Emerging Concept

Project Background



Background

- City acquired the 33-acre Oxnard High School site in 1995
- Fundamental goal is to re-orient the site toward downtown, neighborhoods, and other key civic locations.
- City was awarded an \$8.5 million Prop. 68 Park Grant toward design and construction of the park.

Project Objectives

1. To **activate** the Campus Park Site with an exciting first phase;
2. To **express** the Natural, Cultural, and Historic Landscape of Oxnard;
3. To **reconnect** the Campus Park Site into the community fabric – the adjacent neighborhoods;
4. To **maximize** the impact of the available grant funding;
5. To **consolidate** program elements for maximum impact;
6. To **deliver** a revitalized Campus Park by March 2024.













Process

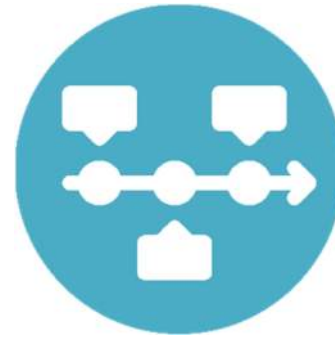


Project Constraints



Budget/Cost

**Grant
Requirements**



Phasing

**Airport Runway
Protection Zone**



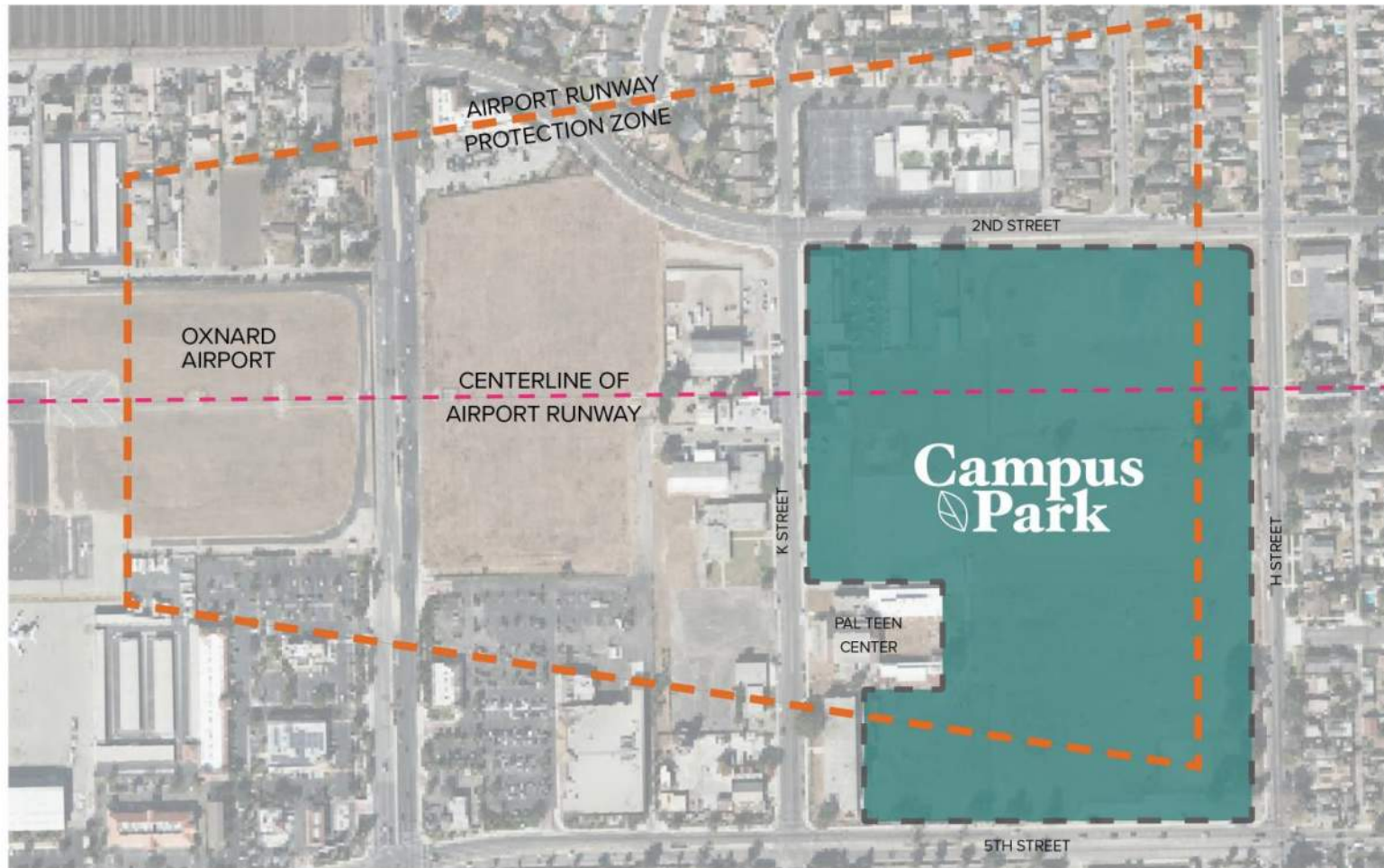
Project Constraints

Prop 68 Grant Requirements



Campus
Park

Airport Runway Protection Zone



Recent Work



Community Based Design

1. Activate the park with a diverse set of neighborhood activities that help bring life to the park at all hours of the day.
2. Culture and Art
 - Celebrate the Cultural Diversity of Oxnard
 - Incorporate Murals and Sculptures
 - Highlight Oxnard's History, Farmworkers, Cesar Chavez
3. Open Space and Habitat
 - Community Garden
 - Native Trees and Plants
 - Natural Landscape that represents Oxnard before it was developed
 - Walking Trails and Bridges over a Creek

Prop 68 Grant Requirements

Grant requires implementation of specific features and amenities:



Campus
Park



Walking Path



Meadow



Seasonal Dry Creek



Nature Themed Inclusive Playground



Landscaping/Community Gardens



Pavilion



Pelota Mixteca Court



Skate Park



Bicycle Pump Track



Refurbished Courts/Parking Lot



Public Art Element

Community Engagement



Outreach Efforts to Date



3 Community Workshops | Visioning Sessions | Community Pop-ups

Online Workshop | Advisory Panel Meetings | Online Survey

Oxnard Airport Authority Approval

Summer 2019 ————— Summer 2021 ————— Fall 2021 ————— Winter 2022



Emerging Themes



Emerging Concept





Emerging Concept

1. Walking Path
2. Alluvial Wash
3. Recreation Core
4. Multi-Purpose Lawn
5. Inclusive Playground
6. Pavilion
7. Pelota Mixteca
8. Meadow
9. Community Garden
10. Restroom
11. Dog Park
12. Airplane Viewing Mound
13. Cultural Garden
14. Entry Garden
15. Community Gateway



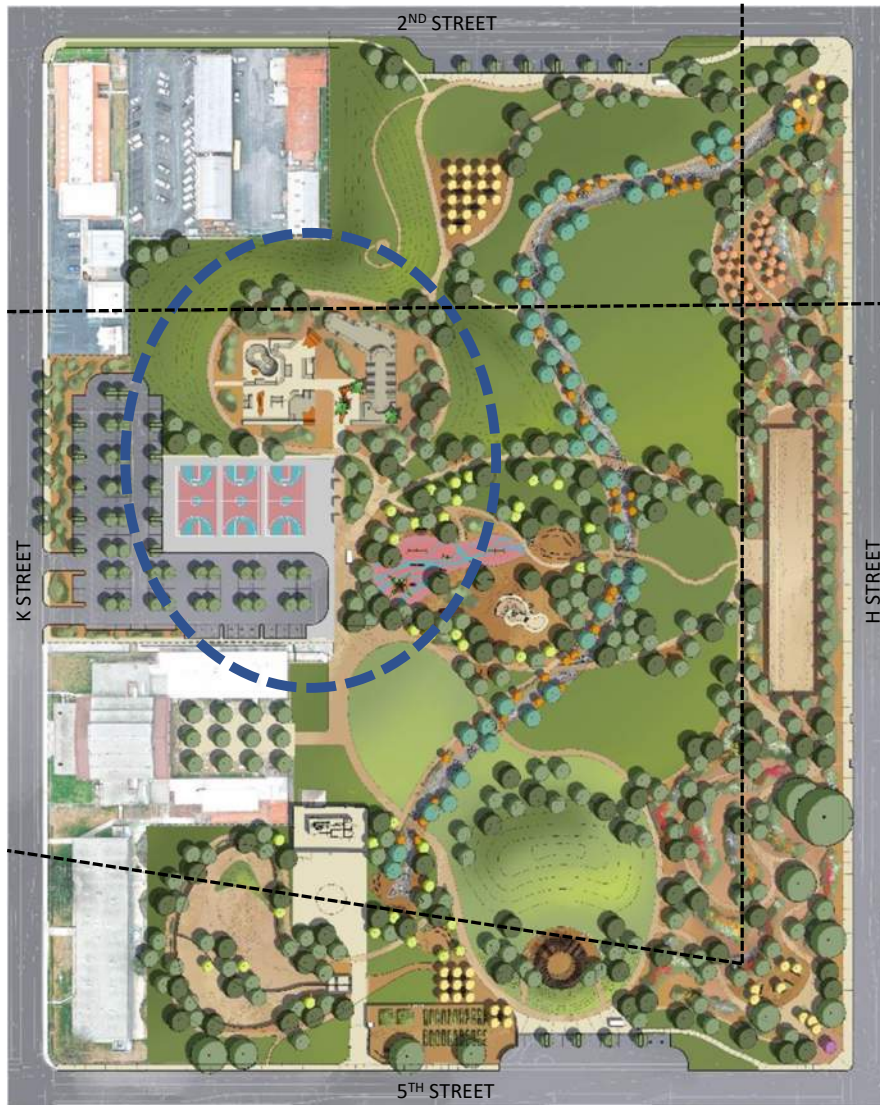
Plan Enlargement: Inclusive Playground / Pelota Mixteca



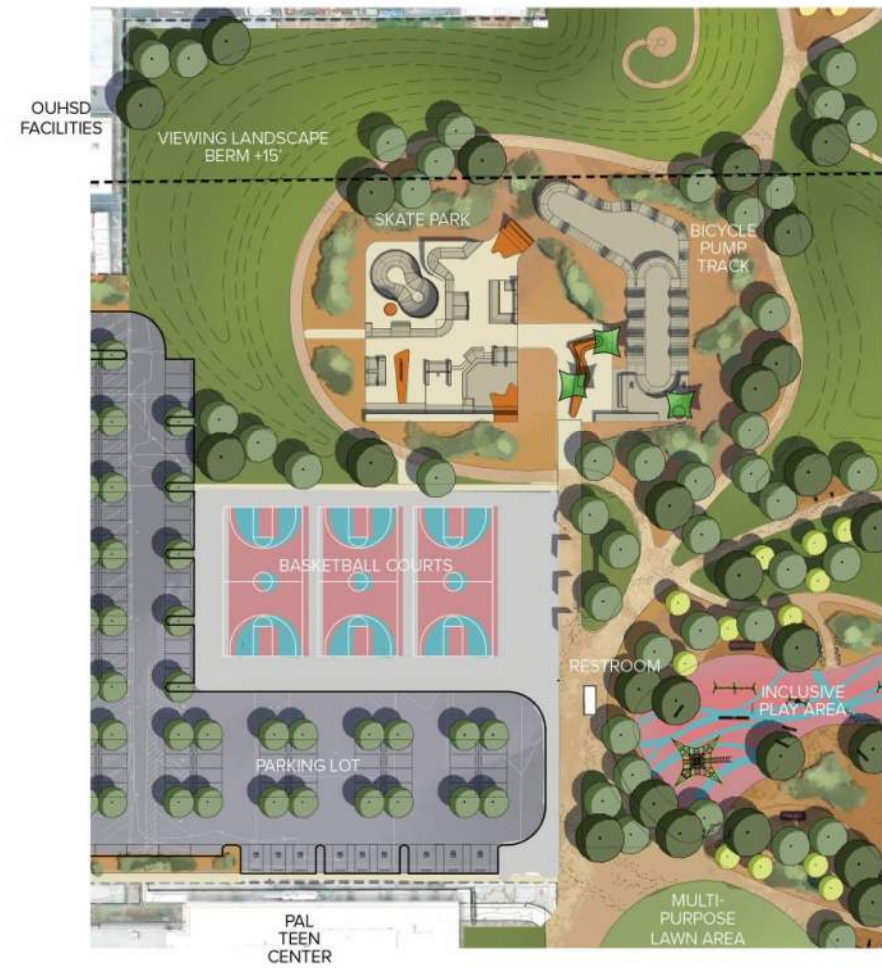


Plan Enlargement: Entry Garden / Pavilion





Plan Enlargement: Recreation Core





Plan Enlargement: Airplane Viewing Mound / Cultural Garden





Plan Enlargement: Dog Park / Community Garden



Community Gateway at 2nd and H Street



Walking Paths



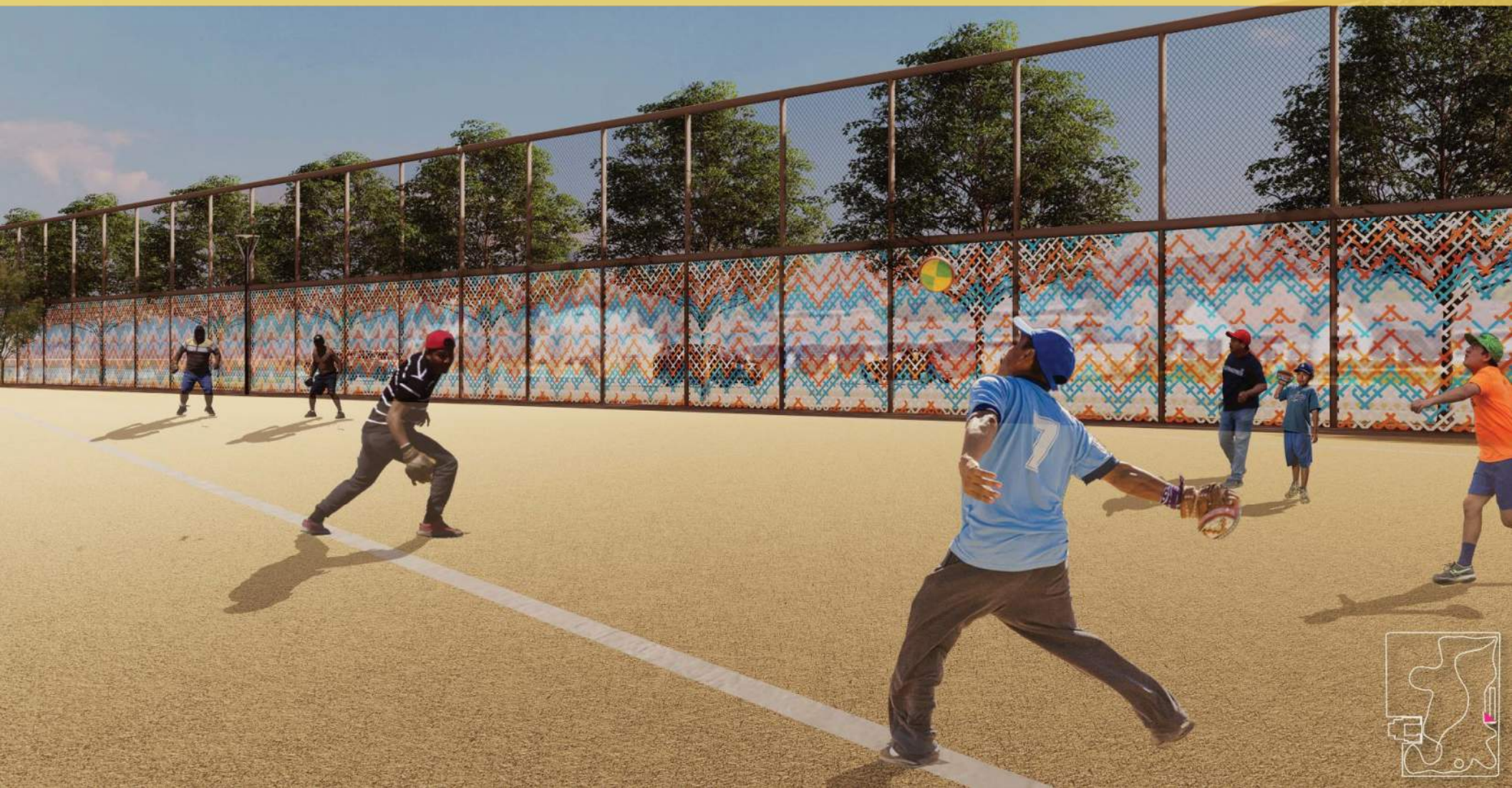
Alluvial Wash



Inclusive Playground



Pelota Mixteca Court



Pavilion and Multi-Purpose Lawn



Recreation Core



Community Garden



Site Furnishings and Materials



NATURAL GRAY CONCRETE PAVING



DECOMPOSED GRANITE PAVING



STEEL PICNIC TABLES



COMPOSITE / RECYCLED WOOD PICNIC TABLES



SOLAR WALKWAY LIGHTING



FITNESS EQUIPMENT



MILE MARKERS



SALVAGED LOG BENCHES



STEEL PARK BENCHES



ACCESSIBLE DRINKING FOUNTAIN



BICYCLE RACKS



RAISED GARDEN PLANTERS



EXELOG SELF-CLEANING RESTROOM

Site Furnishings and Materials



NET CLIMBER



MOTION SPINNER



NEST BASKET SWING



EMBANKMENT SLIDE



SENSORY PLAY



SENSORY PLAY



VARIETY OF SWINGS



VARIETY OF SWINGS



FIBAR ENGINEERED WOOD FIBER



RESILIENT PLAY SURFACING



NATURAL BOULDERS



SALVAGED LOGS



Plant Imagery: Walking Paths



ARBUTUS 'MARINA'
MARINA STRAWBERRY TREE



CASSIA LEPTOPHYLLA
GOLDEN MEDALLION TREE



CERCIS OCCIDENTALIS
WESTERN REDBUD



ANIGOZANTHOS SPP.
KANGEROO PAW



BOUTELOUA GRACILIS BLONDE AMBITION
BLUE GRAMA GRASS



SALVIA SPP.
SAGE



MUHLENBERGIA RIGENS
DEER GRASS



ENCELIA CALIFORNICA
CALIFORNIA BRITTLEBRUSH



TEUCRIUM SPP.
GERMANDER



WESTRINGIA SPP.
COAST ROSEMARY

Plant Imagery: Alluvial Wash



PLATANUS RACEMOSA
WESTERN SYCAMORE



CHILOPSIS LINEARIS 'REGAL'
DESERT WILLOW



SALIX LASIOLEPIS
ARROYO WILLOW



BACCHARIS SALICIFOLIA
MULEFAT



CAREX TUMULICOLA
FOOTHILL SEDGE



JUNCUS ACUTUS
SPINY RUSH



JUNCUS PATENS
COMMON RUSH



IRIS DOUGLASIANA
DOUGLAS IRIS



LEYMUS TRITICOIDES 'LAGUNITA'
LAGUNITA CREEPING WILD RYE



SISYRINCHIUM BELLUM
BLUE EYED GRASS

Plant Imagery: Meadow



AGROSTIS PALLENS
CALIFORNIA BENT GRASS



ESCHSCHOLZIA CALIFORNICA
CALIFORNIA POPPY



LAYIA PLATYGLOSSA
COASTAL TIDYTIPS



FESTUCA RUBRA MOLATE
MOLATE FESCUE



CAREX PRAEGRACILIS
FIELD SEDGE

Plant Imagery: Community Orchard



ERIOPHYTUM JAPONICA
LOQUAT



PASSIFLORA spp.
BANANA PASSIONFRUIT



PRUNUS AVIUM 'MINNIE ROYAL'
MINNIE ROYAL CHERRY TREE



PRUNUS AVIUM 'ROYAL LEE'
ROYAL LEE CHERRY TREE



PUNICA GRANATUM
POMEGRANATE

Plant Imagery: Perimeter



AGONIS FLEXUOSA
PEPPERMINT WILLOW



PARKINSONIA X 'DESERT MUSEUM'
DESERT MUSEUM PALO VERDE



METROSIDEROS EXCELSA
NEW ZEALAND CHRISTMAS TREE



QUERCUS AGRIFOLIA
COAST LIVE OAK



PRUNUS ILCIFOLIA SUBSP. LYONII
CATALINA CHERRY



BACCHARIS PILULARIS PIGEON POINT
PIGEON POINT COYOTE BRUSH



CEANOTHUS GRISEUS VAR. HORIZONTALIS
YANKEE POINT



MUHLENBERGIA RIGENS
DEER GRASS



ERIOGONUM FASCICULATUM
CALIFORNIA BUCKWHEAT



RIBES AUREUM VAR. GRACILIMUM
GOLDEN CURRANT



Emerging Concept / Phase 1 Site Plan

1. Walking Path
2. Alluvial Wash
3. Recreation Core
4. Multi-Purpose Lawn
5. Inclusive Playground
6. Pavilion
7. Pelota Mixteca
8. Meadow
9. Community Garden
10. Restroom
11. Existing Dog Park
12. Community Gateway

Emerging Concept / Master Site Plan



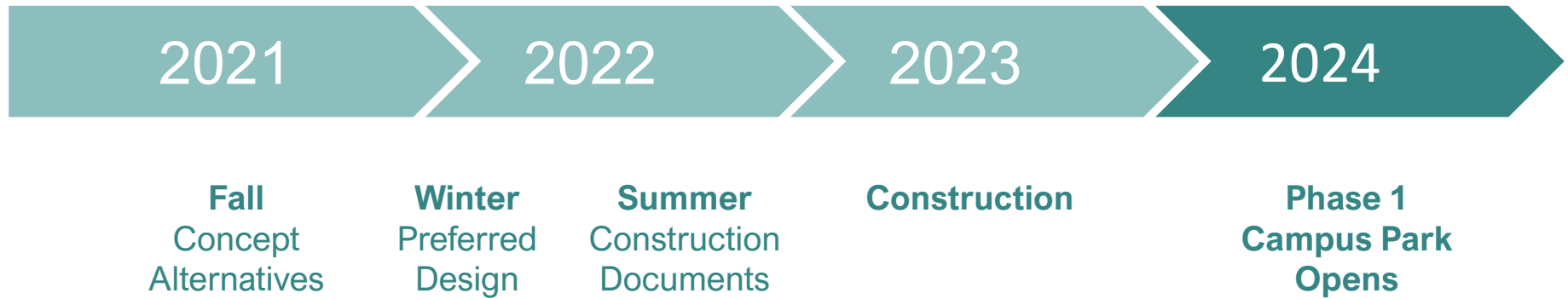
Emerging Concept / Phase 1 Site Plan



Next Steps



Process



Thank you!





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: July 19, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement with Taft Electric Company for the Oxnard Saviers Traffic Signal Improvements Project (5 Signals), Specification No. PW 19-97 (Project No. 173102) . (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$3,022,339 in Project funds for Project No. 173102:

1. The Mayor to execute Agreement A-8480 with Taft Electric Company in the amount of \$2,518,615.46 for the Project;
2. A Project contingency amount of \$251,861;
3. A Project allocation amount of \$251,861 for engineering, inspection, survey and project management; and
4. A budget appropriation of \$92,050 from Federal Transportation Grant Fund (275); and a budget reallocation of \$1,000,000 within the Capital Outlay Fund (301) and a budget reallocation of \$424,591 within the Circulation System Improvement Fees Fund (354) both from the Traffic Signal Modernization Project 203106.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Wanu2qd5Nmg>

BACKGROUND

This Project is funded in part by \$1,482,390 of Federal Grant Funds (design and construction phases), Caltrans Project No. HSIPL-5129(093), and includes traffic signal improvements at five intersections along Oxnard Boulevard and Saviers Road including:

1. Oxnard Boulevard at Fifth Street
2. Saviers Road at Elm
3. Bryce Canyon
4. Bard Road
5. Pleasant Valley Road

Work includes upgraded signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops, ADA curb ramps, and appurtenant signage and striping to improve pedestrian and traffic flow and safety.

Capital Improvement Program (CIP) Reference

Project No. 173102, the Oxnard Saviers Traffic Signal Improvements Project (5 Signals), Specification No. PW 19-97 - CIP 2021-2026 - Adopted May 18, 2021 – Page 111.

DISCUSSION

The specific work for this Project includes removal of existing out-dated traffic signal equipment and placement of new traffic signal poles, signal heads, signal controllers, demolition of existing asphalt concrete and concrete pavement, new concrete pavement, and restoration of asphalt concrete pavement to prepare roadway for intersection improvement, curb, gutter, sidewalk, signing, striping, and all other appurtenant and associated work in accordance with the Contract Documents. This work benefits the City by enhancing circulation and mobility in the intersections, improving intersection visibility with enhanced lighting, and improving pedestrian facilities through updated crosswalk striping and updating to ADA compliant curb ramps.

The work is tentatively scheduled to begin in early August and continue into the Fall (90 working days). Traffic signal poles and equipment typically have extensive procurement periods due to limited manufacturers and material shortages. Staff will work closely with the Five Points North East, Wilson, Hobson Park East, Kamala Durley, Cal Gisler Black Stock, Bryce Canyon, Pleasant Valley Estates and Village, Southwinds, and Cypress Neighborhood Council to keep them informed of the schedule and will also work closely with nearby schools, Gold Coast Transit District for any bus stop or route impacts, and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on March 17, 2022, and all bids were due and opened on May 19, 2022. The City received only one bid. The sole bid received was from Taft Electric Company in the amount of \$2,518,615.46.

The bid from Taft Electric Company is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Taft Electric Company and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR).

Staff also received approval from Caltrans to award to a sole bidder through a Cost Effectiveness Public Interest Finding determination. Caltrans concurred that a re-bid could increase the cost and would add several months to project delivery with no assurance that the City will receive additional bidders. Since this is a safety project, funded with a Highway Safety Improvement Program grant, which is subject to timely use of funds, Caltrans approves the recommendation to award to the sole responsive bidder.

Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the Agreement for this Project to Taft Electric Company.

In addition to the construction amount noted above, a 10% project contingency of \$251,861 and 10% engineering service and staff time of \$251,861 are necessary to perform inspection, survey, labor compliance, and project management, for a project total of \$3,022,339.

The bids are higher than the original engineer's estimate, which staff attributes to two major factors: 1) market increases for both material and labor from the post-pandemic revival and the recovering economy and 2) supply chain shortages, especially for steel-made traffic signal equipment. In addition, the influx of transportation funding through State Senate Bill 1 continues to increase projects moving into construction resulting in higher demand, which is a natural bid-environment change when a significant amount of Federal/State funding is available. Staff recommends awarding the contract given the benefits the project will have on the general circulation and enhanced mobility at these busy intersections.

In order to fund the project as bid, Staff is recommending \$1,424,591 be reallocated from CIP project 203106, which intends to replace aging infrastructure to maintain system reliability and compatibility with future traffic signal technologies. Phasing for this project is priority-based each year. Locations for FY 22-23 have not yet been identified,

therefore there is no decrease in scope for the Traffic Signal Modernization project. Shifting funds from project 203106 allows the City to fully fund project 173102, which has a total of \$1.4m of grant funding in both design and construction phases. If the grant-funded project does not proceed, those funds will be lost.

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

The total estimated cost for this Project is \$3,022,339 which includes the construction agreement A-8480 with Taft Electric Company for \$2,518,615.46, \$251,861 in contingency funds and \$251,861 in EISPM funds. The Oxnard Saviers Traffic Signal Modifications (5 Signals) Project No. 173102 is currently funded from the Circulation System Improvement Fees Fund (354) and the Federal Transportation Grant Fund (275) with a total project budget balance of approximately \$1,505,698. After council approval of the budget appropriation of \$92,050 from the Federal Transportation Grant Revenue Fund (275) and budget reallocation from the Traffic Signal Modernization Project 203106 of \$424,591 from the Circulation System Improvement Fees Fund (354) and \$1,000,000 from the Capital Outlay Fund (301), the total amount available for this project is approximately \$3,022,339.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8480
2. Budget Appropriation
3. Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR OXNARD SAVIERS TRAFFIC SIGNAL IMPROVEMENTS SPECIFICATION NO. PW 19-97, FEDERAL PROJECT NO. HSIPL-5129(093)

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TAFT ELECTRIC COMPANY ("Contractor"). Contractor's license number is 772245.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant and Federal Provisions including Form FHWA-1273 (attached hereto as "Exhibit B" and incorporated herein by this reference) and the Davis-Bacon Wage Determination (attached hereto as "Exhibit C" and incorporated herein by this reference), the Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Project identified as the Oxnard Saviers Traffic Signal Improvements, Specification No. PW 19-97, Federal Project No. HSIPL-5129(093) ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two million, five hundred eighteen thousand, six hundred fifteen dollars and 46 cents (\$2,518,615.46) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as

follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

TAFT ELECTRIC COMPANY

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

James Marsh, President² _____ Date _____

Carol Smith, Corporate Secretary _____ Date _____

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 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.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to TAFT ELECTRIC COMPANY, 1694 Eastman Avenue, Ventura, CA 93003 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD SAVIERS TRAFFIC SIGNAL IMPROVEMENTS, SPECIFICATION NO. PW 19-97, FEDERAL PROJECT NO. HSIPL-5129(093).

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Million, Five Hundred Eighteen Thousand, Six Hundred Fifteen and 46/100 Dollars (\$2,518,615.46), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to
TAFT ELECTRIC COMPANY, 1694 Eastman Avenue, Ventura, CA 93003 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD SAVIERS TRAFFIC SIGNAL IMPROVEMENTS SPECIFICATION NO. PW 19-97, FEDERAL PROJECT NO. HSIPL-5129(093).

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Million, Five Hundred Eighteen Thousand, Six Hundred Fifteen and 46/100 Dollars (\$2,518,615.46), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change,

extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

CITY OF OXNARD
BID SHEETS FOR OXNARD SAVIERS TRAFFIC SIGNAL IMPROVEMENTS
SPECIFICATION NO. PW 19-97, FEDERAL PROJECT NO. HSIPL-5129(093)

Bidder's Name: Taft Electric Company

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Remove and Reconstruct Concrete Curb Ramp	1174-6	EA	11	\$7,070.00	\$77,770.00
2.	Surface Applied Tactile/Detectable Warning Surface Tiles	1901-4	EA	8	\$ 535.30	\$4,282.40
3.	Hand Rail - Curb Ramp	1174-6	EA	6	\$2,525.00	\$15,150.00
4.	Remove PCC Sidewalk	1174-6	SF	2,085	\$ 4.55	\$9,486.75
5.	Construct PCC Sidewalk	1174-6	SF	1,714	\$ 8.40	\$14,397.60
6.	Remove and Reconstruct Concrete Curb	1174-6	LF	75	\$ 85.85	\$6,438.75
7.	Remove and Reconstruct Concrete Curb & Gutter	1174-6	LF	393	\$ 129.30	\$50,814.90
8.	Mill and Overlay AC Pavement	1150-10	SF	689	\$ 27.30	\$ 18,809.70
9.	Remove Curb and Landscape Median and Irrigation Equipment	1103-4	SF	2,673	\$ 2.80	\$ 7,484.40
10.	Construct Concrete Curb (Median)	1174-6	LF	347	\$ 48.48	\$16,822.56
11.	Remove and Reconstruct Full Depth AC Pavement over AB	1150-10	SF	3,778	\$ 18.20	\$ 68,759.60

B 3

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
12.	Tree Removal	1103-4	EA	3	\$ 1,515.00	\$4,545.00
13.	Relocate/Adjust Pullbox to Grade	1525-4	EA	<u>15</u>	\$ 1,166.40	\$17,496.00
14.	Traffic Signals	1520-27	LS	1	\$ 1,636,594.00	\$ 1,636,594.00
15.	Adjust Manhole to Grade	1002-2	EA	1	\$ 2,525.00	\$ 2,525.00
16.	Reflective Street Name Sign	1530-4	EA	15	\$ 2,284.00	\$ 34,260.00
17.	Video Detection System	1531-6	EA	5	\$ 36,794.70	\$ 183,973.50
18.	Remove existing sign and post	1530-4	EA	2	\$ 266.30	\$ 532.60
19.	Traffic Striping, Curb and Pavement Markings, and Pavement Markers	1515-4	LS	1	\$ 8,130.50	\$ 8,130.50
20.	Traffic Control (shall not exceed ten percent (10%) of the Total Bid Price)	1505-4	LS	1	\$ 155,540.00	\$ 155,540.00
21.	Mobilization (shall not exceed five percent (5%) of the Total Bid Price)	1001-3	LS	1	\$ 18,454.20	\$ 18,454.20
22.	Storm Water Pollution Prevention Plan		LS	1	\$ 5,050.00	\$ 5,050.00
23.	Potholing	1520-27	LS	1	\$ 92,517.00	\$ 92,517.00
24.	Remove And Reconnect Fire Hydrant	1410-4	EA	1	\$ 68,781.00	\$ 68,781.00
TOTAL BID PRICE:						\$ 2,518,615.46

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

**REVISED
B 4**

TOTAL BID PRICE IN DIGITS: \$ 2,518,615.46

TOTAL BID PRICE IN WORDS: Two Million Five hundred eighteen thousand Six hundred fifteen dollars 16/100

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>4/5/2022</u>
#02	<u>5/6/2022</u>

Addendum:	Date Received:
#03	<u>5/11/2022</u>
#04	<u>5/16/2022</u>

Bidder's Name (Company): Taft Electric Company

Signature: [Signature]

Print: James Marsh

Signature: [Signature]

Print: Carol Smith

Title: CEO

Date: 05/04/2022

Title: Corporate Secretary

Date: 05/19/2022

**EXHIBIT B
Form FHWA-1273**

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for Work done under any purchase order, rental agreement or agreement for other services. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or

service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in Bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these Contract provisions shall apply to all Work performed on the Contract by the contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all Work performed on the Contract by piecework, station Work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the Contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this Contract, the Contractor

shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this Section related to 23 CFR Part 230 are applicable to all federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the Contractor and all Subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The Contractor and all Subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26

and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's Project activities under this Contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The Contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Contract.

b. The Contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of Work and then not less often than once every six (6) months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty (30) days following their reporting for duty with the Contractor.

c. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the Project work force would normally be derived.

a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates federal nondiscrimination provisions.

c. The Contractor will encourage its present employees to refer minorities and women as

applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of Project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of Project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the Contractor's work force requirements and as permissible under federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of Contract performance. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision. The City may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a Contractor's association acting as agent, will include the procedures set forth below:

a. The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing

the skills of minorities and women so that they may qualify for higher paying employment.

b. The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules

and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Contract.

a. The Contractor shall notify all potential Subcontractors and suppliers and lessors of their EEO obligations under this Contract.

b. The Contractor will use good faith efforts to ensure Subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years

following the date of the final payment to the Contractor for all Contract Work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the Contractor shall document the following:

(1) The number and Work hours of minority and non-minority group members and women employed in each Work classification on the Project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The Contractors and Subcontractors will submit an annual report to the contracting agency each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each Work classification required by the Contract Work. This information is to be reported on Form FHWA-1391. The staffing data should represent the Project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The Contractor must ensure that facilities provided for employees are provided in

such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, Work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This Section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the Work, will be paid unconditionally and not less often than

once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting

officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this Section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract, or

any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work, all or part of the wages required by the Contract, the contracting agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or

program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a Contractor to require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this Section.

(4) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. The Contractor or Subcontractor shall make the records required under paragraph

3.a. of this Section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered

program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the Project site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less

than the applicable predetermined rate for the Work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the Subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.liquidated

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29

CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this Section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this Section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same

Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this Section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this Section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The Contractor shall perform with its own organization Contract Work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original Contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of Work required to be performed by the Contractor's own organization (23 CFR 635.116).

a. The term "perform Work with its own organization" refers to workers employed or leased by the Contractor, and equipment owned or rented by the Contractor, with or without operators. Such term does not include employees or equipment of a

Subcontractor or lower tier Subcontractor, agents of the Contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the Contractor meets all of the following conditions:

(1) the Contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the Contractor remains responsible for the quality of the Work of the leased employees;

(3) the Contractor retains all power to accept or exclude individual employees from Work on the Project; and

(4) the Contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

2. The Contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the Contract provisions.

3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the Work in accordance with the Contract

requirements, and is in charge of all construction operations (regardless of who performs the Work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the Contract.

4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this Contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.

2. It is a condition of this Contract, and shall be made a condition of each subcontract,

which the Contractor enters into pursuant to this Contract, that the Contractor and any Subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the Project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the Project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily

available to all persons concerned with the Project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the Work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any Work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this Title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION

CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this Bid/proposal or the execution of this Contract, or subcontract, as appropriate, the Bidder, proposer, federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this Contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the Contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in

this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the Contractor). "Lower Tier

Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the Contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a

prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 federal Contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEMALE AND MINORITY GOALS (This Section originates from Caltrans Local Assistance Procedures Manual ("LAPM") Exhibit 12-G – Required Federal-Aid Contract Language, Section 12)

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent. The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Sant/a Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which Work is performed under the Contract, the Prime Contractor and each non material-supplier Subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

TITLE VI ASSURANCES (This Section originates from Caltrans Local Assistance Procedures Manual ("LAPM") Exhibit 12-G – Required Federal-Aid Contract Language, Section 13)

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

(1) Compliance with Regulations: Contractor 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: Contractor, 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. Contractor 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 Contractor 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 Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation 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 Contractor under the Agreement within a reasonable period of time, not to exceed ninety (90) days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor 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.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

USE OF UNITED STATES-FLAG VESSELS *(This Section originates from Caltrans Local Assistance Procedures Manual ("LAPM") Exhibit 12-G – Required Federal-Aid Contract Language, Section 14)*

The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within thirty (30) Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this Section to both the Contracting Officer (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

TITLE VI ASSURANCES APPENDIX E (US DOT ORDER 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**EXHIBIT C
DAVIS-BACON WAGE DECISION**

"General Decision Number: CA20220015 04/29/2022

Superseded General Decision Number: CA20210015

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Ventura County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/28/2022
3	02/25/2022
4	04/01/2022
5	04/29/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

EXHIBIT C - 2

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

* BRCA0004-012 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.81

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

* BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28

EXHIBIT C - 3

(7) Table Power Saw
Operator.....\$ 51.70 16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0952-001 12/27/2021

	Rates	Fringes
Electricians: (All work within 32 road miles from the nearest base point)		
Cable Splicer.....	\$ 48.13	29.55
Electrician		
Transportation Systems Technician Journeyman		
Wireman - Street Lighting & Traffic Signals.....	\$ 43.75	29.42
Transportation Systems Technician - Street Lighting & Traffic Signals..	\$ 32.81	29.09

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEC0952-003 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 42.17	15.55
Technician.....	\$ 30.10	12.78

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20

GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine

EXHIBIT C - 7

operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and

similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and

similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

EXHIBIT C - 11

GROUP 4: Bridge-type unloader and turntable operator;
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western
or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist
operator (Chicago boom and similar type); Lift mobile
operator; Lift slab machine operator (Vagtborg and similar
types); Material hoist and/or manlift operator; Polar
gantry crane operator; Self Climbing scaffold (or similar
type); Shovel, backhoe, dragline, clamshell operator (over
3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,
clamshell operator (over 5 cu. yds. mrc); Tower crane
repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton
capacity); Crawler transporter operator; Derrick barge
operator (up to and including 25 ton capacity); Hoist
operator, stiff legs, Guy derrick or similar type (up to
and including 25 ton capacity); Shovel, backhoe, dragline,
clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including
50 tons mrc); Derrick barge operator (over 25 tons up to
and including 50 tons mrc); Highline cableway operator;
Hoist operator, stiff legs, Guy derrick or similar type
(over 25 tons up to and including 50 tons mrc); K-crane
operator; Polar crane operator; Self erecting tower crane
operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and
including 100 tons mrc); Derrick barge operator (over 50
tons up to and including 100 tons mrc); Hoist operator,
stiff legs, Guy derrick or similar type (over 50 tons up to
and including 100 tons mrc), Mobile tower crane operator
(over 50 tons, up to and including 100 tons M.R.C.); Tower
crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and
including 200 tons mrc); Derrick barge operator (over 100
tons up to and including 200 tons mrc); Hoist operator,
stiff legs, Guy derrick or similar type (over 100 tons up
to and including 200 tons mrc); Mobile tower crane operator
(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including
300 tons mrc); Derrick barge operator (over 200 tons up to
and including 300 tons mrc); Hoist operator, stiff legs,
Guy derrick or similar type (over 200 tons, up to and
including 300 tons mrc); Mobile tower crane operator (over

200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San

Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of

T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler,		

Deckhand, Bargeman,		
Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2021

Rates	Fringes
-------	---------

LABORER (GUNITE)

GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0585-001 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or

water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete

core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0585-003 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LABO1184-001 07/01/2021		

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-007 07/01/2019

	Rates	Fringes
Painters:		
(1) Repaint Including Lead		
Abatement.....	\$ 25.40	15.87
(2) High Iron & Steel.....	\$ 32.12	16.03
(3) Journeyman Painter		
including Lead Abatement....	\$ 30.04	16.03
(4) Industrial.....	\$ 34.02	16.49
(5) All other work.....	\$ 30.04	16.03

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
--	-------	---------

GLAZIER.....\$ 43.45 23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.75	14.03

PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..\$	36.85	24.75
Sewer & Storm Drain Work....\$	40.94	22.13

ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....\$	42.07	18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-010 04/01/2022

DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....\$	43.25	26.77
(FIRE)		

SFCA0709-001 01/01/2021

PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....\$	48.71	29.15

SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER.....\$	45.48	30.05

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of

vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Exhibit INS-G

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. PW 19-97
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

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

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.

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD**Attn: Insurance Compliance****Reference No. PW 19-97****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone: _____

NAMED INSURED

SAMPLE

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
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

- ☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE _____ AGGREGATE _____

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____
Address: _____
Telephone: (_____)

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

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. PW 19-97

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 _____

[illegible]

REQUEST FOR BUDGET APPROPRIATION

FY 2022/23

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

Date: July 19, 2022
Phone: 805-200-5283

Reason for Appropriation:

Appropriate and reallocate funds to fulfill agreement A-8480 with Taft Electric Company for construction services for Traffic Signal Improvements Project 173102

Accounts and Descriptions

AMOUNT

Fund: 275 FED. TRANSPORT. MY GRANTS

Revenues/Transfers In

3109 TRAFFIC ENGR - CIP

275-3109-531.72-01	FEDERAL GRANT REVENUE	92,050
Sub-total Revenues		92,050

Expenditures/Transfers Out

173102 TRAFFIC SIGNAL -VAR LOCATN

275-3109-826.82-08	SERVICES CONSTRUCTION	92,050
Sub-total Expenditures		92,050

Net Change to Fund Balance 0

Fund: 354 CIRCULATION SYS. IMPR. FEES

Expenditures/Transfers Out

203106 TRAFFIC SIG MODERNIZATION

354-3109-826.86-10	STREET RESURFACING IMPROV	(424,591)
Sub-total Expenditures		(424,591)

173102 TRAFFIC SIGNAL -VAR LOCATN

354-3109-826.82-08	SERVICES CONSTRUCTION	424,591
Sub-total Expenditures		424,591

Net Change to Fund Balance 0

Fund: 301 CAPITAL OUTLAY

Expenditures/Transfers Out

203106 TRAFFIC SIG MODERNIZATION

301-3109-826.82-09	SERVICES PROF CONTRACT	(100,000)
301-3109-826.84-51	SERVICES FROM OTHER PROGRAMS	(100,000)
301-3109-826.82-08	SERVICES CONSTRUCTION	(800,000)
Sub-total Expenditures		(1,000,000)

173102 TRAFFIC SIGNAL -VAR LOCATN

301-3109-826.82-08	SERVICES CONSTRUCTION	1,000,000
Sub-total Expenditures		1,000,000

Net Change to Fund Balance 0

Net Appropriation Change 92,050

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

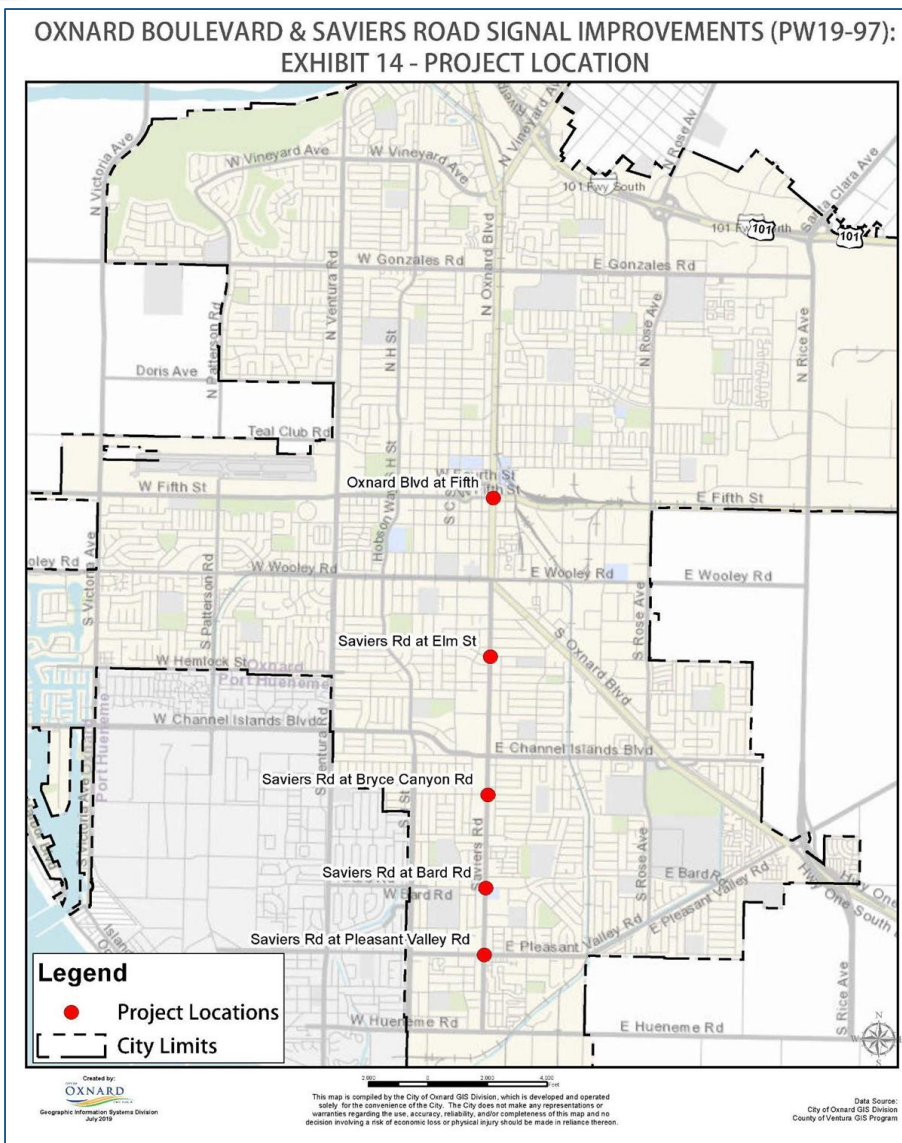
AWARD AGREEMENT A-8480 TO TAFT ELECTRIC COMPANY FOR THE TRAFFIC SIGNAL MODIFICATION PROJECT (5 SIGNALS) PW 19-97

City Council
July 19, 2022

Tatiana Arnaout, PE
City Engineer

That the City Council approve and authorize the following for a total of \$3,022,339 in Project funds for the Oxnard Saviers Traffic Signal Improvements Project (5 Signals), Specification No. PW 19-97 (Project No. 173102):

1. The Mayor to execute Agreement A-8480 with Taft Electric Company in the amount of \$2,518,615.46 for the Project;
2. A Project contingency amount of \$251,861;
3. A Project allocation amount of \$251,861 for engineering, inspection, survey and project management; and
4. A budget appropriation of \$92,050 from Federal Transportation Grant Fund (275), a budget reallocation of \$1,000,000 within the Capital Outlay Fund (301) and a budget reallocation of \$424,591 within the Circulation System Improvement Fees Fund (354) from the Traffic Signal Modernization Project 203106.



Project Locations Relative to City Limits

Traffic signal improvements will:

- 1) enhance vehicle circulation and mobility in the intersections; and
 - 2) provide pedestrian improvements by updating crosswalks and existing curb ramps to meet current ADA requirements
- Work will include:
 - Replacement of signal poles, mast arms, and signal heads, signal controllers
 - LED luminaires
 - Detection loops and cameras
 - Pedestrian ADA curb ramps and crosswalks
 - Signage and striping

The notice inviting formal bids (NIFB) for the project was published on March 17, 2022, with bids due on May 19, 2022.

One (1) bid was received and evaluated:

Taft Electric Company	\$2,518,615.46
-----------------------	----------------

A re-bid could increase the cost and would add several months to the schedule, with no assurance that the City will receive additional bidders.

Caltrans approved awarding to a sole bidder through a Cost Effectiveness Public Interest Finding determination.

Bids higher than the original engineer's estimate are attributed to:

- 1) Market increases for both material and labor from the post-pandemic revival and the recovering economy.
- 2) Supply chain shortages, especially for steel-made traffic signal equipment.
- 3) Influx of transportation funding through State Senate Bill 1 results in higher demand, which is a natural bid-environment change when a significant amount of Federal/State funding is available.

To fund the project as bid, Staff is recommending \$1,424,591 be reallocated from CIP project 203106, Traffic Signal Modernization, which is also intended to replace aging infrastructure. Utilizing funds from project 203106 allows the City to fully fund project 173102, which received \$1.4m of grant funding. If the grant-funded project does not proceed, those funds will be lost.

Project 203106

OXNARD *Restoring Oxnard: Year 2 | Second of Three Years of Restoration Investments* Capital Improvement Program 2022-27 78

Traffic Signal Modernization
Transportation & Drainage


Citywide
Council District(s): Citywide

Project Description:
System-wide modification of the City's traffic signals to replacing aging infrastructure to maintain system reliability and compatibility with future traffic signal technologies. Project phasing will be priority-based each year.

Purpose and Need:
Multi-year project to upgrade the City's 164 traffic signals, some of which are older than 30 years, to preserve system reliability, maintain connectivity with the City's traffic management center, and improve compatibility with Smart Cities/Connected-Autonomous Vehicle architecture.



Project 173102

OXNARD *Preserving the City's Assets* Capital Improvement Program 2021-26 111

Oxnard Boulevard & Saviers Road Signal Improvements
Transportation & Drainage


Multiple Intersections along Oxnard Boulevard and Saviers Road
Council District(s): Citywide

Project Description:
Construct traffic signal improvements at five intersections along Oxnard Boulevard and Saviers Road: Oxnard/Fifth, Saviers/Elm, Bryce Canyon, Bard, and Pleasant Valley Road. Project includes new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, and detection loops. Project estimate was increased by 30% due to construction cost increases from previous fiscal year.

Purpose and Need:
Upgrade existing traffic signal standards and improve sidewalk facilities to improve traffic flow and safety.



The total estimated cost for this Project is \$3,022,339, which includes the construction agreement A-8480 with Taft Electric Company for \$2,518,615.46, \$251,861 in contingency funds and \$251,861 in EISPM funds.

The Oxnard Saviers Traffic Signal Modifications (5 Signals) Project No. 173102 is currently funded from the Circulation System Improvement Fees Fund (354) and the Federal Transportation Grant Fund (275) with a total project budget balance of approximately \$1,505,698.

After council approval of the budget appropriation of \$92,050 from the Federal Transportation Grant Revenue Fund (275) and budget reallocation from the Traffic Signal Modernization Project 203106 of \$424,591 from the Circulation System Improvement Fees Fund (354) and \$1,000,000 from the Capital Outlay Fund (301), the total amount available for this project is approximately \$3,022,339.

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: July 19, 2022

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Single-use Foodware Accessories and Standard Condiments Ordinance. (0/5/5)

RECOMMENDATION

That the City Council introduce for first reading by title only and waive further reading of an ordinance titled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 7 OF THE OXNARD CITY CODE IN COMPLIANCE WITH ASSEMBLY BILL NO. 1276, TO RESTRICT THE DISTRIBUTION OF SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS”

BACKGROUND

In 2018, California adopted Assembly Bill (AB) 1884 requiring full-service restaurants to provide single-use plastic straws only upon consumer request. The State expanded on this law in passing AB 1276 on October 5, 2021. Under AB 1276, food facilities shall only distribute single-use foodware such as utensils, stirrers, splash sticks, and condiment packets, in addition to plastic straws, when requested by a consumer. The law also required all local governments to authorize an agency to enforce the requirements of AB 1276 by June 1, 2022. However, lawmakers did not specify an implementation date and provided that cities may adopt additional or stricter requirements.

The proposed Ordinance adheres to the language in AB 1276 with some changes made to account for enforcement and an additional exemption for refillable self-service dispensers, defined as containers or equipment used to hold disposable foodware accessories, including standard condiments and single-use foodware, for customers to obtain at their discretion.

DISCUSSION

The Ordinance authorizes the City Manager and designees, including the City’s Code Compliance Division, within the Community Development Department, as the primary enforcement agency. The City Manager, designees, and City’s Code Compliance Division shall be responsible for issuing citations, establishing regulations or administrative procedures, and taking reasonable action to obtain compliance.

The California Legislature enacted AB 1276 with a fee schedule that differs from the City’s most recently adopted fee schedule. As dictated in AB 1276, the first and second violations will result in a notice of violation, with all subsequent violations being an infraction and subject to a twenty-five dollar (\$25) fine each day the food facility remains in violation, up to a maximum three hundred dollars (\$300) a year. Any fine imposed under this ordinance will conform to the City’s administrative procedures in Chapter 7, Article III of the Oxnard City Code. However, this schedule does not prevent the City from pursuing compliance using other administrative, civil, or criminal enforcement remedies. Prior to commencing enforcement, the City will develop an outreach, education and enforcement program regarding the requirements imposed by AB 1276 on food facilities in the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Adopting this ordinance will have little to no financial impact as enforcement officers will implement this ordinance in their normal work function and capacity. Enforcement will be on a complaint basis.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Chelsey Ballot, Deputy City Attorney

ATTACHMENTS

1. AB 1276 Ordinance_FINAL

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 7 OF THE OXNARD CITY CODE IN COMPLIANCE WITH ASSEMBLY BILL NO. 1276, TO RESTRICT THE DISTRIBUTION OF SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

WHEREAS, plastics persist in the environment for hundreds of years, breaking down into ever smaller pieces through photo, physical, and biological degradation, and enter the food chain when ingested by animals that mistake them for food; and

WHEREAS, AB 1884, signed into law in 2018, prohibits a full-service restaurant from providing single-use plastic straws to consumers unless requested by the consumer; and

WHEREAS, on October 5, 2021, California Governor, Gavin Newsom, enacted Assembly Bill (AB) 1276, which prohibits a food facility from providing without request single-use foodware or standard condiments to consumers; and

WHEREAS, to comply with AB 1276, the City of Oxnard must authorize an enforcement agency to enforce the bill; and

WHEREAS, in the near future, the City will adopt an ordinance restricting the use of expanded polystyrene (EPS) within the City of Oxnard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Chapter 7 of the Oxnard City Code is hereby amended by adding Article XXIV thereto to read as follows:

“ARTICLE XXIV. SINGLE-USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

SEC. 7-342. DEFINITIONS

For the purposes of this Article, the following words shall have the following meanings:

- (A) “AB 1276” means the California State Assembly Bill regulating the distribution of single-use foodware accessories by food vendors to be made available only upon request of the consumer. The new law applies to plastic and non-plastic single-use foodware items and standard condiments.
- (B) “Consumer” has the same meaning as in Section 113757 of the Health and Safety Code.
- (C) “Food facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (D) “Ready-to-eat food” has the same meaning as in Section 113881 of the Health and Safety Code.
- (E) “Refillable Self-service Dispenser” means a container or equipment that is used to hold disposable foodware accessories for customers to obtain at their discretion.
- (F) “Single-use” means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- (G) “Single-use foodware accessory” means all of the following single-use items provided alongside ready-to-eat food:
 - (1) Utensils, which is defined as forks, knives, spoons, sporks, and chopsticks.

(2) Condiment cups and packets.

(3) Straws.

(4) Stirrers.

(5) Splash sticks.

(6) Cocktail sticks.

(H) "Standard condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

(I) "Third-party food delivery platform" has the same meaning as in Section 113930.5 of the Health and Safety Code.

SEC. 7-343. REQUIREMENTS FOR FOOD SERVICE VENDORS

(A) Except as provided in subdivisions (C) and (D), a food facility, for on-premises dining or when using a third-party food delivery platform, shall not provide any single-use foodware accessory or standard condiment packaged for single use to a consumer unless the single-use foodware accessory or standard condiment is requested by the consumer.

(B) Single-use foodware accessories and standard condiments packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.

(C) A food facility may ask a drive-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(D) A food facility that is located entirely within a public use airport, as defined in Section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

(E) (1) A third-party food delivery platform shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.

(2) If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the consumer shall be provided by the food facility. If a consumer does not select any single-use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the food facility for delivery of ready-to-eat food.

(F) Nothing in this section shall prohibit a food facility from making unwrapped single-use foodware accessories available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.

(G) Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

(H) Nothing in this section shall prevent a city, county, city and county, or other local public agency from adopting and implementing an ordinance or rule that would further restrict a food facility or a third-party food delivery platform from providing single-use foodware accessories or standard condiments to a consumer.

(I) A food facility is encouraged, but not required, to take actions in addition to the requirements of this section that support a goal of reducing the use of and waste generated by all single-use food service products.

SEC. 7-344. EXEMPTIONS

This article does not apply to any of the following:

(A) This article shall not apply to Refillable Self-Service Dispensers. Food Service Vendors may therefore make Standard Condiments and Single-use Foodware Accessories available for customers to obtain as needed. Food Service Vendors are encouraged to use bulk dispensers for the condiments rather than individual condiment packets.

(B) This article shall not apply to the following institutions or facilities:

(1) Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

(2) Health care facilities licensed pursuant to Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code.

(3) Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

(4) Public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code.

SEC. 7-345. ENFORCEMENT AND PENALTIES

(A) The City Manager, or his/her designee, shall have primary responsibility for enforcement of this article and shall have authority to issue citation for violation of any provision of the article. The City Manager, or his/her designee, may establish regulations or administrative procedures and take any actions reasonable and necessary to further the purposes of this article or to obtain compliance with this article, including, without limitation, performing an inspection of a retail establishment's premises to verify compliance with this article.

(B) Notwithstanding the most current schedule of fines adopted by City Council resolution, the fines for a violation of this article are as follows: the first and second violations of this article shall result in a notice of violation, and any subsequent violation shall constitute an infraction punishable by a fine of twenty-five dollars (\$25) for each day in violation, but not to exceed three hundred dollars (\$300) annually.

(C) It shall be unlawful for any food facility to fail to comply with this article. Each violation of this article shall constitute a separate offense.

(D) Any violation of this article shall be subject to a fine in accordance with the administrative procedures set forth in article III of chapter 7 of this code.

(E) The remedies and penalties provided in this article are cumulative and not exclusive and nothing in this article shall preclude the City from pursuing any other administrative, civil, or criminal enforcement remedies available under the law and/or the City Code."

Part 2. Compliance with California Environmental Quality Act (CEQA). Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Part 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Part 4. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on _____, 20__, and finally adopted on _____, 20__ to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney