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

CITY OF OXNARD CALIFORNIA

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 5, 2023

Closed Session - 4:30 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: 890 0870 1344
3. Passcode: 808466

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

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 remotely by 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** by 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 legislative body 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.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

   a. Follow Zoom details listed above.
   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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
   Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

2. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
   Title: City Attorney
   Legislative Body: City Council

3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
   Title: City Manager
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of July, 2023 as "Parks and Recreation Month."

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: Local Government Fun Fact: Comparative Cities Statistics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 16, 2023 and June 6, 2023 regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Community Development Department

SUBJECT: Grant Application for the Southern California Association of Governments, Regional

Early Action Planning Grant to Promote Housing Infill on Public and Private Lands.
RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to apply for the Southern California Association of Governments, Regional Early Action Planning Grant to Promote Housing Infill on Public and Private Lands, to be used for the development of a Transit Oriented Development/High Quality Transit Corridor Program;
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the grant award;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of the grant funds; and
4. Authorizing the City Manager or designee to submit all program-related progress or status reports.

Legislative Body: City Council
Contact: Maureen Tamuri, (805) 385-7882

3. Community Development Department
SUBJECT: Adoption of Ordinance No. 3029 - Approving Compliance Fees for Firearms, Alcohol, Cannabis, and Tobacco Businesses.
RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 3029 titled "Ordinance of the City of Oxnard, California adding Sections 13-1 and 13-2 to Article 1 of Chapter 13 of the Oxnard City Code Reflecting the City Council Approved Compliance Fees for Firearms, Alcohol, Cannabis, and Tobacco Businesses"; and
2. Find that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines.

Legislative Body: City Council
Contact: Maureen Tamuri, (805) 385-7882

4. Housing Department
SUBJECT: First Amendment to Agreement A-8512 for Plaza Vista Apartments Drain Line Project.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the execution of a First Amendment to Agreement A-8512 with Oscalibur Plumbing, Inc. in the amount of $204,559.63 for a total agreement value of $472,032.55 using funds appropriated from the 2020 Capital Fund grant.

(This item did not originate in Committee. This amendment is necessary for the completion of the project underway to replace the drain line system at the Plaza Vista public housing site. The funding is included for the agreement and the amendment in the adopted Capital Fund Program 5 Year Action Plan. The terms of the original agreement were considered by the Community Services, Public Safety, Housing & Development Committee on January 24, 2023.)
Legislative Body: City Council and Oxnard Housing Authority
Contact: Emilio Ramirez, (805) 385-8094

5. Public Works Department
SUBJECT: First Amendment to Agreement 9721-22-FN with Salado Enterprises for the Citywide

Vehicle Mobile Washing and Detailing Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement with Salado Enterprises in the amount of $175,000 for a new total not to exceed $375,000 for an additional period of 12 months for the Citywide Vehicle Mobile Washing and Detailing Services.

(Public Works and Transportation Committee approved 3-0.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Purchase Order with Safety Network Traffic Signs, Inc. for Finished Street Signs.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Manager to execute a Purchase Order with Safety Network Traffic Signs, Inc. for finished street signs in the amount not to exceed $750,000 for a five-year term ending on June 30, 2028.

(Public Works and Transportation Committee approved 3-0)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Audit Services with Eadie & Payne, LLP for the City's Golf Operations Audit.
RECOMMENDATION: That the City Council approve an amount not to exceed $20,000 for Eadie & Payne, LLP to perform an audit of the City's golf operations.

(Public Works and Transportation Committee approved 3-0.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Public Project Agreement 32400021 with Best Drilling and Pump, Inc. for Well 20 Rehabilitation Project, Specification No. PW 23-98.
RECOMMENDATION: That the City Council approve and authorize the following for a total of $648,648 in Project funds for the Well 20 Rehabilitation Project, (No. C2401):

1. Execute an Agreement with Best Drilling and Pump, Inc. in the amount of $540,540 for the Project;
2. Authorize a Project contingency amount of $54,054 (10%) with Best Drilling and Pump, Inc. for a total not to exceed value of $594,594 for the Project;
3. A Project allocation amount of $54,054 for engineering, inspection, survey and project management for the Project; and
4. Approve appropriations of $650,000 in fiscal year 2023-24 from the available fund balance in the Water Operating Fund (601) (and the corresponding appropriation and transfer in revenue in the Water Capital Fund 602) for the use of this Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's 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. Housing Department
SUBJECT: Proposal for Foul Weather Sheltering from the Commission on Homelessness. (10 minutes)
RECOMMENDATION: That City Council determine:

1. If it wishes to create a Foul Weather Shelter Pilot Program; and
2. If the City Council elects to create a Foul Weather Shelter Pilot Program, determine if the funding source will be General Fund or Community Development Block Grant funds.

(The Community Services, Public Safety, Housing and Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/lxb_eu-tYVc
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department
SUBJECT: Sixth Amendment to Agreement A-8094 with WKE, Inc., Union Pacific Railroad Public Highway Overpass Agreement A-8257, and Resolution for Section 190 Grade Separation Program funding for Rice Avenue at Fifth Street/State Route 34 Grade Separation. (10 minutes)
RECOMMENDATION: That the City Council:

1. Approve and authorize the execution of a Sixth Amendment with WKE, Inc. in the amount of $376,898.07, for a new not to exceed contract value of $9,877,855.25 to complete the Plans, Specifications and Estimates for the Rice Avenue at Fifth Street/State Route 34 Grade Separation, Project No. C1301/133101;
2. Approve and authorize the Mayor to execute the Union Pacific Railroad Public Highway Overpass State Agreement No. 07R292, upon receipt from Caltrans; and
3. Adopt a resolution authorizing the City Manager to file an application request to the Department of Transportation for Section 190 Grade Separation Program funds.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/TcjYA6JzZKo
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Third Amendment to Professional Services Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the execution of a Third Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from $1,212,473 to $1,349,868 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/CmXQKkspRA4
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/SW1ZtZNdwp8
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

M. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: July 5, 2023

TO: City Council

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the May 16, 2023 and June 6, 2023 regular meetings as presented.

BACKGROUND

Approval of Minutes.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 05 16 2023 CC Regular Meeting
2. MINUTES 06 06 2023 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 16, 2023

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Councilmember Oscar Madrigal; Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, and Mayor John C. Zaragoza were present. Mayor Pro Tem Bryan A. MacDonald was absent.

Councilmember Valenzuela Zavala arrived at 5:12 p.m. Councilmember Madrigal arrived at 5:29 p.m.

Housing Authority Commissioner Jose Andrade was present and joined the meeting at 6:00 p.m. Housing Authority Commissioner Vega was absent.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Jennie Kelly, Assistant City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Scott Brewer, Emergency Services Manager; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Omar Castro, Water Division Manager; Jose Arreola, Fleet Services Manager; Timothy Beaman, Supervising Civil Engineer; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Andrea Palmer, Housing Grants Manager; Brenda Lopez, Housing Programs Manager; Mark Sewell, Interim Chief Financial Officer; Samantha Shapiro, Project Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Consultant John Bosio, MERJE Design and Steve Gagnon, Vice President, PE with Raftelis Financial Consultants, Inc. participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CLOSED SESSION (5:00 PM)

1. Legislative Body: City Council

DRAFT

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(d)(1))
Robert Summers v. City of Oxnard, Ventura County Superior Court Case No. 56-2021-00555547-CU-MC-VTA

At 5:08 p.m., the City Council recessed to a closed session. At 5:40 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that item C.1 was reviewed and that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS

1. SUBJECT: Presentation by the Youth Coalition of Oxnard on Community Gardens as a Way to Alleviate Food Insecurity.

The Youth Coalition of Oxnard (YCO) is a BRITE Leadership Program funded through All Children Thrive. The program is comprised of Oxnard Unified High School District students from Oxnard High, Pacifica High, and Oxnard Middle College High School who have conducted research for the past eight months. Members of the Youth Coalition of Oxnard (YCO): Catia Tran, Brenda Santos, Kimberley Garcia, Damian Mercado, Diana Perez, Jessely Banos, Charlie Fabia, and Citlaly Hernandez Nieto presented to Council. Food insecurity became a topic of discussion with the YCO this past school year. The talented youth leaders have been presenting their research findings at the neighborhood council level, to the Inter-Neighborhood Council Organization, and most recently, to the Parks and Reaction Commission of Oxnard. The YCO did their final presentation to the Oxnard City Council. It was a demonstration of how young individuals can make a significant impact on their community and are capable of proposing policy recommendations that can lead to meaningful change. The YCO focuses on civic engagement activities and learns to create policy recommendations to be considered by the city of Oxnard to combat food insecurity. This group of driven and talented young individuals has taken it upon themselves to address this issue through their research project aimed at combatting food insecurity in Oxnard through community gardens.

E. OPENING CEREMONIES (6:00 PM)
The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 21 - 27, 2023 as "Public Works Week."

Mayor Zaragoza presented the proclamation to Michael Wolfe, Public Works Director and his team. Members of the Public Works Department joined Council at the dais to accept the proclamation. Council members acknowledged and thanked the public works staff for their hard work, dedication, and accomplishments. The week of May 25 is Public Works Week, and on Thursday, May 25, from 9 a.m. until 12 p.m., Public Works will have an Open House event at 305 W. Third Street. There will be activities for everyone to learn about what Public Works does, meet the staff, ask questions, and see

some of the interesting machines and tools they use. It will be open and free to the public.

2. SUBJECT: Presentation of a Proclamation Designating May 29, 2023 as "Memorial Day."

Mayor Zaragoza presented the proclamation to members of the Veterans of Ventura County Chapter 24 (DAV). The DAV Ventura Chapter 24 provides free, professional assistance to veterans and their families in obtaining benefits and services earned through military service and provided by the VA and other agencies of government. In addition to DAV programs and services, DAV Ventura Chapter 24 members are entitled to member advantages, which gives you access to a variety of important programs, products, and services. The Veterans joined Council at the dais to accept the proclamation. Council members acknowledged and thanked the veterans for their service.

Mayor Zaragoza announced that the City of Oxnard, along with members of the following organizations: Disabled American Veterans – Ventura Chapter 24, Knights of Columbus Oxnard Council 750, Gold Star Mothers, Military Officers Association of America Ventura County Chapter, Port of Hueneme, Ben Moreell Sea Cadets Color Guard, Oxnard High School Air Force Jr. ROTC, and the Channel Islands High School Raiders Band, will jointly host a Memorial Day Ceremony on Monday, May 29, 2023, at Downtown Plaza Park in Oxnard. He invited the community to join in honoring and remembering our fallen service members.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Dawn Mathews (Special District CFD Tax Levy), Lang Martinez (homeless concerns), Reynoldo Gaxiola (electric scooters for rent), Vanessa Valdez (meeting with Chief Benites re: police officer involved shootings), Maria Navarro (meeting with Chief Benites re: police officer involved shootings), Bryan Rodriguez, Police Citizen Advisory Group (meeting with Chief Benites re: police officer involved shootings and community safety), and Reverend Gregory Runyon (community accountability).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided the following community updates:

- The Oxnard Police Department's 24th Annual Memorial Ceremony honoring those who made the ultimate sacrifice and those who continue to serve will be held on Wednesday, May 17, 2023 at 10:30 – 11:30 a.m. at 251 South C Street.
- Community Action of Ventura County will continue its Utility Bill Assistance Program, Low Income Household Water Assistance Program and will hold application assistance workshops on May 22, June 5, June 12, June 19, and June 26 from 8:30 a.m. – 12 p.m. at 214 South C Street. For information call 805-436-4000.
- The Public Works Department will be celebrating National Public Works Week. A Public Works Open House will be held on Thursday, May 25, from 9 a.m. to 12 p.m. at 305 W. Third Street. There will be activities for everyone to learn about what Public Works does, meet the staff, ask questions, and see some of the interesting machines and tools they use.
- The City of Oxnard, along with members of the following organizations: Disabled American Veterans – Ventura Chapter 24, Knights of Columbus Oxnard Council 750, Gold Star

Mothers, Military Officers Association of America Ventura County Chapter, Port of Hueneme, Ben Moreell Sea Cadets Color Guard, Oxnard High School Air Force Jr. ROTC, and the Channel Islands High School Raiders Band, will jointly host a Memorial Day Ceremony on Monday, May 29, 2023, at 11 a.m. at Plaza Park.

- The 2023 Oxnard Insect Festival with reptiles as the special guests will be held on Saturday, June 3, 2023 from 10 a.m. to 4 p.m. at Downtown Plaza Park.
- June is LGBTQ+ Pride Month in Oxnard. The progress pride flag raising ceremony on June 5, 2023 at 8:30 a.m. at Oxnard City Council Chambers at 305 W. Third Street.
- You are invited to watch the Buenos Dias, Oxnard! Podcast about Oxnard's Budget with episode guests Manuel Herrera, guest host and Ashley Golden, Assistant City Manager. Watch now at: youtube.com/oxnardnews.
- Fun Facts: Housing First and the Housing Readiness programs.

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

Councilmember Teran announced the upcoming District 2 neighborhood meetings for Riverpark, Carriage Square, Sierra Linda and the Wagon Wheel Neighborhood Council meetings. He thanked the Youth Coalition of Oxnard for their presentation to Council. He acknowledged the time, work and their efforts invested in conducting this research. He acknowledged and thanked the Public Works staff for replacing a broken large sidewalk panel which was lifted by a tree on 5th Street, west of Hobson.
He acknowledged that the proclamation designating the month of May 2023as "Asian American and Pacific Islander Heritage Month" was presented by Mayor Zaragoza at a later time and expressed his support for the well-being of the community. He also plans to attend the upcoming District 2 Town Hall meeting at Rio Vista Middle School.

Councilmember Madrigal announced that Blackstock residents for the services provided by the city. The residents are thankful for the bulky items drop off days and the neighborhood clean-up events. He will attend the Rose Avenue Neighborhood Council Meeting. He also announced the upcoming Rio Lindo School and East Village Neighborhood Council meetings. He attended the Anderson Pack House Festival in Ventura. Councilmember Madrigal wished all the mothers a Happy Belated Mother's Day.

Councilmember Basua also wished all the mothers a Happy Mother's Day. She also acknowledged and congratulated the students that graduated this year and wished the students well in their future endeavors.

Councilmember Perello thanked the public speakers. He thanked Reverend Gregory Bunyon who talked about community accountability. He spoke about the California Coastal Commission. He encouraged the public to look at the job openings available. He talked about the complaints received about the overflowing dumpsters and said that the number of pick-ups need to be increased. Licensed food trucks which are competing with the non-licensed food trucks. This is regulated by the County of Ventura Health Department.

Councilmember Valenzuela Zavala attended the Port of Hueneme 86th Anniversary event. He

thanked the members of the public who met with Chief Benites regarding the officer involved shootings. He thanked the Youth Coalition of Oxnard for their presentation. He thanked the Public Works staff for fixing the roads at Channel Islands Boulevard and Ventura Road. He attended the Bryce Canyon and the Redwood Neighborhood Council meetings. He also wished the mothers a Happy Belated Mother's Day.

Mayor Zaragoza also thanked the Youth Coalition of Oxnard for their presentation. He thanked the Public Works staff. He thanked all the city employees for their efforts. He thanked the Police Department and the Fire Department staff for doing a great job. He also wished the mothers a Happy Belated Mother's Day.

J. REVIEW OF INFORMATION/CONSENT AGENDA
Items L-1 through L.5 were discussed among the Council and staff.

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the April 4, 2023 and April 13, 2023 regular meetings as presented.

2. Public Works Department
SUBJECT: Construction Agreement 32300311 with Pacific Builders & Roofing, Inc. dba WSP Roofing for Wilson Senior Center Roof Replacement Project, Specification No. PW 23-33.
RECOMMENDATION:
That the City Council approve and authorize the following for a total of $711,750.78 in Project funds for the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516):

1. Execute an Agreement with Pacific Builders & Roofing, Inc. dba WSP Roofing in the amount of $547,500.60 for the Project;
2. A Project contingency amount of $109,500.12 (20%) with Pacific Builders & Roofing, Inc. dba WSP Roofing for a total not to exceed value of $657,000.72 for the Project;
3. A Project allocation amount of $54,750.06 for engineering, inspection, survey and project management for the Project; and
4. A project budget appropriation transfer in the amount of $342,000 in the General Fund Capital Outlay Fund (301) from the Roof Replacement-Various Facilities Project (Project No. C2306/235702) to the Wilson Senior Center Roof Replacement Project (Project No. C2042/MO5516).

(This item is categorically exempt from the California Environmental Quality Act pursuant to

Title 14 of the California Code of Regulations Section 15301(c).)

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

3. Housing Department
SUBJECT: Investment Policy and Portfolio Guidelines for the Housing Authority of the City of Oxnard.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt **Resolution #H.A. 1338** adopting an investment policy and portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2023-2024.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023 to approve the staff recommendation and to forward the item for Council approval.)

4. Public Works Department
SUBJECT: Trade Services Agreement 32400001 with Quinn Company, for Preventative Maintenance and On-Call Repairs for Portable Generators & Heavy Equipment. Specification No. PW 23-66.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Quinn Company for an amount not to exceed $840,000 for a three-year term for the maintenance of portable generators and heavy equipment.

(Public Works and Transportation Committee approved 2-0.)

5. Public Works Department
SUBJECT: Second Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency, and Non-Emergency Maintenance Services.
RECOMMENDATION: That the City Council approve and authorize the execution of a Second Amendment to an Agreement with Econolite Systems Incorporated to increase the not to exceed amount from $300,000 to $500,000 for traffic signal preventive, emergency, and non-emergency maintenance services and extend the contract termination date to June 30, 2025.

(Public Works and Transportation Committee approved 2-0.)

Consent Items L.1, L.2, L.4 and L.5:
It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

Housing Authority Consent Item L.3:
It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, Zaragoza and Housing Authority Commissioner Andrade voted in favor; motion passed 7-0. Mayor Pro Tem MacDonald and Housing Authority Commissioner Vega were absent.

M. PUBLIC HEARINGS

1. Housing Department
SUBJECT: Adoption of the Fiscal Year 2023-2024 Annual Action Plan and amended Oxnard Citizen Participation Plan. (10 minutes)
RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2023-2024 Annual Action Plan with funding recommendations and the amended Oxnard Citizen Participation Plan;

2. Approve the fiscal year 2023-2024 Annual Action Plan with the recommended use of funds for selected activities that conform with the City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan;

3. Approve the updated changes in the amended Oxnard Citizen Participation Plan;

4. Authorize the City Manager, and his designees, to incorporate the final grant allocations into the 2023 Annual Action Plan, and authorize the budget appropriations to fund the administration, and projects, including the ability to increase or decrease project funding by ten percent or up to the administrative amount allowed of the administering staff, whichever is greater;

5. Authorize the City Manager and his designees, to incorporate any recommended changes resulting from the public input to the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan, as directed by the City Council, including the authorization of funding appropriations and revenue or expenditure budget changes, up to ten percent of each grant;

6. Authorize the City Manager and his designees, to execute the required applications, certifications, and other pertinent documents for the submission of the fiscal year 2023-2024 Annual Action Plan and the amended Oxnard Citizen Participation Plan to the United States Department of Housing and Urban Development; and

7. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan including sub recipients, interdepartmental, and intradepartmental agreements.

The City Clerk announced the affidavit of publication and stated that written communications were received and forwarded to Council for consideration.

Emilio Ramirez, Housing Director presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

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

City Council made a motion to amend recommendation number 2 of the 7 part approval, as follows:
1) Increase the funding for "Oxnard Housing Authority Senior Supportive Service" from $36,000 to $54,500
2) Decrease the funding for "Oxnard Housing Authority Housing Support Services from $73,000 to $0
3) Increase the funding for "CLU Oxnard Cares - Affordable Mental Health Services" from $0 to $54,500

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the recommended action as amended. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

At 10:00 p.m., City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

N. REPORTS

1. City Manager Department
SUBJECT: Update on Efforts of the Mayor's Gateway Task Force and Authorization of an Agreement with Found Design, LLC dba MERJE for the Gateway Project.
RECOMMENDATION: That the City Council:

Receive an update on the locations and preliminary schematic designs for the four (4) gateways proposed by the Mayor's Gateway Task Force;
Authorize the City Manager to execute an agreement with Found Design, LLC dba MERJE for a not-to-exceed amount of $400,000 for the proposed design development, documentation, engineering and construction administration of up to four (4) gateways; and
Authorize the City Manager to initiate the design, construction, permitting, and project management of Gateway Location 1, in South Oxnard.
(The Community Services, Public Safety, Housing & Development Committee approved 2-0 on April 25, 2023.)

Samantha Shapiro, Project Manager was available to answer questions. Public comments were received from Brittney Hendricks and Reverend Gregory Runyon. Discussion ensued among the

Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

2. Information Technology Department
SUBJECT: Purchasing Authorization with Insight Public Sector Inc. for Information Technology Goods and Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to extend Purchase Order 8481 for information technology goods and services with Insight Public Sector, Inc. by revising its expiration date from February 15, 2024, to June 30, 2026, and raising the not to exceed amount from $770,000 to $2,635,000 over an additional 28 month period.
(The Finance and Governance Committee approved 3-0 on April 25, 2023.)

Shiri Klima, Deputy City Manager was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

3. Housing Department
SUBJECT: Acquisition of Real Property at 2900 Saviers Road in Support of the Oxnard Police Department for a Future Precinct in South Oxnard.
RECOMMENDATION: That the City Council:
1. Approve the acquisition of property located at 2900 Saviers Road for the future development of an Oxnard Police Department precinct; and
2. Appropriate $2,400,000 from the General Fund reserve for the purchase of the property; and
3. Authorize the City Manager or his designee to execute any and all documents necessary to facilitate this transaction.

Emilio Ramirez, Housing Director presented and answered questions. Public comments were received from Jacob Jundef (Oxnard Peace Officers Association), Bryan Rodriguez, Gregory Runyon, Christopher Williams (Oxnard Police Department Assistant Police Chief); Edgar Fernandez (Treasurer of the Oxnard Peace Officers Association), Roger Garcia (Vice President of the Oxnard Peace Officers Association), Maria Navarro, Miguel Fernandez, Alberto Santana, David Olivas and Alia. Written communications were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

4. Public Works Department
SUBJECT: Adoption of Ordinance No. 3028 Establishing New Water Rates, Fees and Charges.
RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 3028 entitled "Ordinance of the City Council of the City of Oxnard to Establish Water Rate and Fee Increases for Customer Use and Service from the City Water Service;" and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in title 14 California Code of Regulations section 15273.

Michael Wolfe, Public Works Director presented and answered questions. Public comments were received from Douglas Partello. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 6-0. Mayor Pro Tem MacDonald was absent.

O. ADJOURNMENT
There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:25 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 6, 2023

A. ROLL CALL, POSTING OF AGENDA

At 5:03 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Councilmember Oscar Madrigal; Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Valenzuela Zavala arrived at 5:10 p.m. Councilmember Basua joined the meeting at 5:38 p.m.

Housing Authority Commissioner Jose Andrade was present. Housing Authority Commissioner Vega was absent.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Kenneth Rozell, Chief Assistant City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; Jason Benites, Police Chief; Denise Morehouse, Assistant Chief of Police; Alexander Hamilton, Fire Chief; Steve McNaughten, Fire Marshal; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Jose Arreola, Fleet Services Manager; Jan Hauser, Wastewater Division Manager; Jeffrey Miller, Wastewater Infrastructure Manager; Eric L. Storrie, CPRP - Special Districts Manager; Anthony Miller, Special Districts Project Manager; Christopher Solis, Assistant City Engineer; Philip Schwieder, Streets Division Manager; Ignacio Carrillo, Chief of Collections; Emilio Ramirez, Housing Director; Maureen Tamuri, Interim Community Development Director; Jeff Pengilley, P.E., CDD Assistant Director & Building Official; Joe Pearson II, AICP, Planning and Environmental Services Manager; Mark Sewell, Interim Chief Financial Officer; Beth Vo, Assistant Chief Financial Officer; Victor Zambrano, Budget Manager; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; Steve Naveau, Human Resources Director; Terrel Harrison, Cultural & Community Services Director; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Mark E. Mandell with Mandell Municipal Counseling; Consultants Yianeth Saenz-Solis, Kyle Paine, and Angela Heyward with Community Development Partners; Keith Malloy with Ware Malcomb; and Amanda Welker, Financial Analyst with NBS Local Government Consultants participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

DRAFT

B. OPENING CEREMONIES (5:00 PM)
The flag salute was followed by a moment of silence.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation to the Winners of the Safe Routes to School Art Contest.

Mayor Zaragoza read the certificate and presented it to one of the honorees, Andrea Lopez. Ms. Lopez accepted the proclamation and thanked Council for the recognition.

2. SUBJECT: Presentation of a Proclamation Designating June 12, 2023 as "Philippine Independence Day Flag Raising."

Mayor Zaragoza read the proclamation and presented it to Grace Tuazon, Executive Director and Charleen Morla-Garcia, Deputy Director with the Filipino American Council of Ventura County. Alvin Manzanilla, President of the Zambales Association was also present, among other community members in attendance. They accepted the proclamation and followed with a few words. Public comments were received from Ronald Arruejo, Planning Commissioner.

3. SUBJECT: Presentation of a Proclamation Designating June 17, 2023 as the "33rd Annual Juneteenth Celebration."

Mayor Zaragoza read the proclamation and presented it to Angela Mitchel Landers, Juneteenth Oxnard Organizer and Dr. Ruby Durais, the event Co-Chairs accepted the proclamation and followed with remarks. They invited the community to join the Juneteenth Celebration on June 17th from 10 a.m. – 5 p.m. at Downtown Plaza Park.

4. SUBJECT: Presentation of a Proclamation Designating the Month of June, 2023 as "Pride Month in the City of Oxnard."

Mayor Zaragoza read the proclamation and presented it to Tess Allen, Executive Director with Diversity Collective Ventura County who accepted the proclamation and followed with a few words.

5. SUBJECT: Presentation of a Proclamation Designating the Month of June, 2022 as "Elder and Disability Abuse Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Sergeant Scott Aaron and other members of the Oxnard Police Department who accepted the proclamation and said a few words. Councilmembers recognized the Oxnard Police Department for helping those in need.

6. SUBJECT: Presentation of **Resolution #15,693** Commending Jeffrey S. Miller for Twenty-Six Years of Exemplary Service to the City of Oxnard.

Mayor Zaragoza read and presented **Resolution #15,693** to Jeffrey S. Miller, Wastewater Maintenance Manager, for twenty-six years of service. Councilmembers acknowledged and thanked Jeffrey Miller for his dedication and years of service to the community of Oxnard. Jan Hauser, Wastewater Division Manager also thanked and commended Jeffrey and wished him well in his retirement.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action. VOTE: Madrigal, Perello, Teran, Valenzuela Zavala, MacDonald, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent during this vote.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Karla Alejandra Ramirez (police precinct land purchase), Andrew H. (Support our Police Department, self-accountability), Dr. Sandra Aldana (Pride Month Proclamation), Sean E. Enloe, M.D. (Pride Month Proclamation), Ray Blattel (do not allow personal attacks during public comments), Doug Partello (do not allow personal attacks on members of the public during public comments), and Jasmine Duran (Pride Month Proclamation).

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

City Manager Nguyen provided the following community updates:

- Community Action of Ventura County will continue its Utility Bill Assistance Program, Low Income Household Water Assistance Program and will hold application assistance workshops on June 12, June 19, and June 26 from 8:30 a.m. – 12 p.m. at 214 South C Street. For information call 805-436-4000.
- City of Oxnard updating the 1988 Landscape Standards: Oxnard residents are invited to provide input on City Landscape Standards. A meeting will be held on Thursday, June 8th from 6 – 8 p.m. at Council Chambers located at 305 W. Third Street. You may also join virtually via zoom.
- Gold Coast Transit GO NOW is a new service. Get ready South Oxnard! On-demand rides are here for $2.00 and available now.
- Fun Facts: Comparison of Regional Cities Statistics.

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

Councilmember Teran attended the Riverpark and Wagon Wheel Neighborhood Council meetings. He thanked the residents which attended these meetings. There is a problem affecting our community an issue about releasing private information and pranking people. It causes harm to people. People do not deserve to be targeted.

Councilmember Madrigal attended the Oxnard School District Cares event at Frank Middle School. He encouraged members of the public to donate books to the public libraries.

Councilmember Basua thanked the Recreation Department staff for organizing a very successful and well attended Insect Festival event.

Mayor Pro Tem MacDonald attended the Gold Coast Transit District Board meeting. He was pleased to announce that they are looking to establish micro transit routes in certain areas of the city. He attended the Ventura County Transportation Commission (VCTC) Board meeting. VCTC is a regional transportation planning agency. The Southern California Association of Governments (SCAG) is doing a transit study at the Oxnard Transportation Center. Metro Link is also conducting the same study. He is looking forward to the improvements being made in public transit.

Councilmember Perello thanked the public speakers. He thanked Mayor Pro Tem MacDonald for serving on the Gold Coast Transit District Board and helping the community with transit. He reported that the Airport Authority fenced the field on Teal, Second Street and Ventura Road. He toured the City of Ventura Water Treatment Facility.

Councilmember Valenzuela Zavala attended the Insect Festival and the Oxnard Pride Flag Raising event. He will be attending the INCO – Cal Gisler Neighborhood Council meeting in June. He announced that he will be changing his name to Valenzuela Zavala.

Mayor Zaragoza also attended the Insect Festival. He commended the Ventura County Board of Supervisors for approving the new Justice Center in Oxnard.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I.1 through I.6 were discussed among the Council and staff.

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 18, 2023 regular meeting as presented.

2. Police Department
SUBJECT: Ventura County Animal Services Agreement FY 23-24.
RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a Service Level Request in the amount of $2,547,687 for FY 23-24 for the fourth year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

3. Community Development Department
SUBJECT: The Village Specific Plan Lot 7 Partial Vacation of a Public Utility Easement.
RECOMMENDATION: That the City Council:

1. Adopt **Resolution #15,694** to vacate its right, title and interest in the thirty (30) foot wide public utility easement, totaling approximately 60,000 square feet, located from 2600 to 2900 Blocks of Wagon Wheel Road; and
2. Authorize the Mayor to sign the partial Quitclaim Deeds releasing City authority and/or rights to the public utility easement.

4. Public Works Department
SUBJECT: Public Project Agreement 32300389 with Aquatech Services, Inc. for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services, Specification No. PW 23-72R.
RECOMMENDATION: That the City Council approve and authorize the Mayor to enter into an Agreement with Aquatech Services, Inc. for a total amount not to exceed $500,000 for a three-year term for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services.

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

5. Public Works Department
SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2023-24.
RECOMMENDATION: That the City Council adopt **Resolution #15,696** to:

1. Adopt the Fiscal Year 2023-24 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

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

6. Cultural & Community Services Department
SUBJECT: Lease Agreement with Catalyst Family, Incorporated.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a lease agreement for three (3) years with monthly lease rates of $8,614.10 (FY 23-24), $8,829.45 (FY 24-25) and $9,050.19 (FY 25-26) with Catalyst Family, Incorporated (CFI) for a portion of South Oxnard Community Center, 200 East Bard Road.

(Finance and Governance Committee approved 3-0.)

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

J. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year 2023-24 Golf Annual Plan.
RECOMMENDATION: That the City Council receive and file the River Ridge Golf Course Annual Plan for Fiscal Year 2023-24 as prepared by American Golf Corporation.

(Finance and Governance Committee approved 3-0.)

Steve Howlett, Assistant Public Works Director presented and answered questions. Public comments were received from Ray Blattel. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

2. Public Works Department
SUBJECT: Fiscal Year 2023-24 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments.
RECOMMENDATION: That the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "**Resolution #15,697** of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and

2. Adopt "**Resolution #15,698** of the City Council of the City of Oxnard, California, approving a consolidated engineer's report regarding assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and

3. Adopt "**Resolution #15,692** of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts."

(Finance and Governance Committee approved 3-0.)

Steve Howlett, Assistant Public Works Director and Eric L. Storrie, CPRP - Special Districts Manager presented and answered questions. Public comments were received from Ray Blattel, Alicia Percell, and Douglas Partello. Written public comments were received. Discussion ensued among the Council and staff.

Mayor Zaragoza recused due to owning property in LMD 3. Councilmember Perello recused due to owning property in LMD 13.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Teran, Valenzuela Zavala voted in favor; motion passed 5-0. Mayor Zaragoza and Councilmember Perello recused.

3. Public Works Department
SUBJECT: Fiscal Year 2023-24 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5 and 2000-3.
RECOMMENDATION: That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5 and 2000-3:

1. Adopt **Resolution #15,699** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
2. Adopt **Resolution #15,700** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
3. Adopt **Resolution #15,701** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
4. Adopt **Resolution #15,702** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
5. Adopt **Resolution #15,703** setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2023-24; and
6. Adopt **Resolution #15,704** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2023-24; and
7. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County

Secured Tax Roll.

(Finance and Governance Committee approved 3-0.)

Michael Wolfe, Public Works Director presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Valenzuela Zavala, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

K. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Tentative Parcel Map for Casa Aliento Located at 1245-1255 North Oxnard Boulevard; APNs: 200-0-082-220 & 230.
RECOMMENDATION: That the Oxnard City Council:

1. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 (Existing Facilities) and 15315 (Minor Land Divisions); and
2. Adopt **Resolution #15,705** approving Planning and Zoning Permit No. 22-300-04 (Tentative Parcel Map), subject to certain findings and conditions.

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Joe Pearson II, AICP, Planning and Environmental Services Manager was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

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

It was moved by Councilmember Basua, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela Zavala, and Zaragoza voted in favor; motion passed 7-0.

2. Finance Department
SUBJECT: Public Hearing on the FY 2023-24 Proposed Budget.

RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2023-24 proposed budget on June 6, 2023, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 20, 2023.

The City Clerk announced the affidavit of publication and stated that written communications were received and were forwarded to Council for consideration.

Ashley Golden, Assistant City Manager; Michael Wolfe, Public Works Director presented. Mark Sewell, Interim Chief Financial Officer; Beth Vo, Assistant Chief Financial Officer; and Victor Zambrano, Budget Manager were available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Bryan Rodriguez and Michelle Sanchez.

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

City Council and the Oxnard Housing Authority provided staff direction in preparation for final budget adoption on at the June 20, 2023 Council meeting. No formal action was taken.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:43 p.m.

ROSE CHAPARRO	JOHN C. ZARAGOZA
City Clerk	Mayor

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: July 5, 2023

TO: City Council

FROM: Maureen Tamuri, Interim Community Development Director, (805) 385-7882, maureen.tamuri@oxnard.org

SUBJECT: Grant Application for the Southern California Association of Governments, Regional Early Action Planning Grant to Promote Housing Infill on Public and Private Lands.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to apply for the Southern California Association of Governments, Regional Early Action Planning Grant to Promote Housing Infill on Public and Private Lands, to be used for the development of a Transit Oriented Development/High Quality Transit Corridor Program;
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the grant award;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of the grant funds; and
4. Authorizing the City Manager or designee to submit all program-related progress or status reports.

BACKGROUND

The Southern California Association of Governments, Regional Early Action Planning Grant to Promote Housing Infill on Public and Private Lands, known as SCAG REAP 2.0, is a program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. The REAP Program is intended to support actions at the programmatic level to increase and create greater capacity for housing along corridors and transit stops. Funds may be used for site inventories, feasibility studies, environmental review, and developing strategies. No financial match is required, although existing studies can be considered as a match and increase the City's score in the application process.

Approximately $600 million is available for projects that meet program objectives and lead to transformative policy outcomes to accelerate implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

The City's certified Adopted Amended 6th Cycle Housing Element ("Housing Element") established a number of

housing programs which align with the REAP 2.0 Program Objectives. Submittal of the REAP 2.0 Grant will allow the City to advance programs within the Housing Element, facilitate development, and make the City more competitive for future grants.

ANALYSIS/DISCUSSION

The SCAG 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) defines a High Quality Transit Area or Corridor (HQTA/C) as a "corridor-focused Priority Growth Area within one half mile of an existing or planned guideway fixed transit stops or a bus transit corridor where buses pick up passengers at a frequency of every 15 minutes (or less) during peak commuting hours". According to the RTP/SCS, HQTA/C are a cornerstone of land use planning best practice in the SCAG region, as they are places where vibrant Transit Oriented Development (TOD) can be realized. These are places where people can live, work and play in higher density, compact communities with ready access to a multitude of safe and convenient transportation alternatives.

The RTP/SCS forecasts that 51% of future household growth between 2016 and 2045 will be located in HQTA/Cs. The RTP/SCS identifies U.S. Highway 101, down Oxnard Boulevard and Saviers Road to Port Hueneme as a 2045 HQTA/C. Gold Coast Transit District's (GCTD's) Route 6 (Ventura Avenue to Oxnard Transit Center) and Route 1 (Oxnard Transit Center to Port Hueneme) currently operate along this segment with a bus arrival frequency of approximately 25-35 minutes. Because this corridor does not currently have transit stops with 15 minute intervals between bus arrivals (known as headway) at peak transit hours, GCTD and the City have had difficulty being competitive when applying for land use, transit, and infrastructure grants since the 15 min. frequency is commonly a grant funding benchmark.

The City's Housing Element predominantly identified Housing Element sites along this planned and future HQTC. Many of these are sites that were previously identified in the 5th cycle Housing Element. Program 31, encourages the City to study additional parcels along this corridor suitable for development, and to consider financing and infrastructure options, and housing opportunities. The Program recommends developing a corridor specific plan or inclusionary zoning overlay that adds incentives and targeted zoning at suitable strategic areas. The Housing Element Program recognizes the importance of collaborating with transit agencies and the goal to place housing and density near transit sites; thus, improving transit accessibility, which through increased ridership will help the City and state meet climate goals of reducing Greenhouse Gases (GHG) and Vehicle Miles Traveled (VMT). Increased ridership will also help transit agencies secure additional funding. Additionally, by increasing transit accessibility and ridership, transit agencies will be more likely to achieve a transit stop frequency of every 15 minutes along the TOD/HQTC. The TOD/HQTC Program would evaluate the benefit and need for including the downtown area.

Should the City receive the grant, Staff envisions creating a TOD/HQTC Program targeted for the aforementioned corridor. The overall goal would be consistent with the City's Housing Element Program 19, which is to improve livability and accommodate more housing regardless of income level.

The grant application is due by July 10, 2023. The City will be notified of the conditional award in Fall 2023. The grant is required to be completed by December 31, 2025 with close out reporting to SCAG by April 1, 2025.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The cost to prepare the grant application will not exceed $5,000. Although the anticipated grant amount has not been fully determined as of the date of preparing this staff report, Staff anticipate grant needs for the TOD/HQTC Program will be in the range of $600,000. A grant match is not required.

COMMITTEE OUTCOME

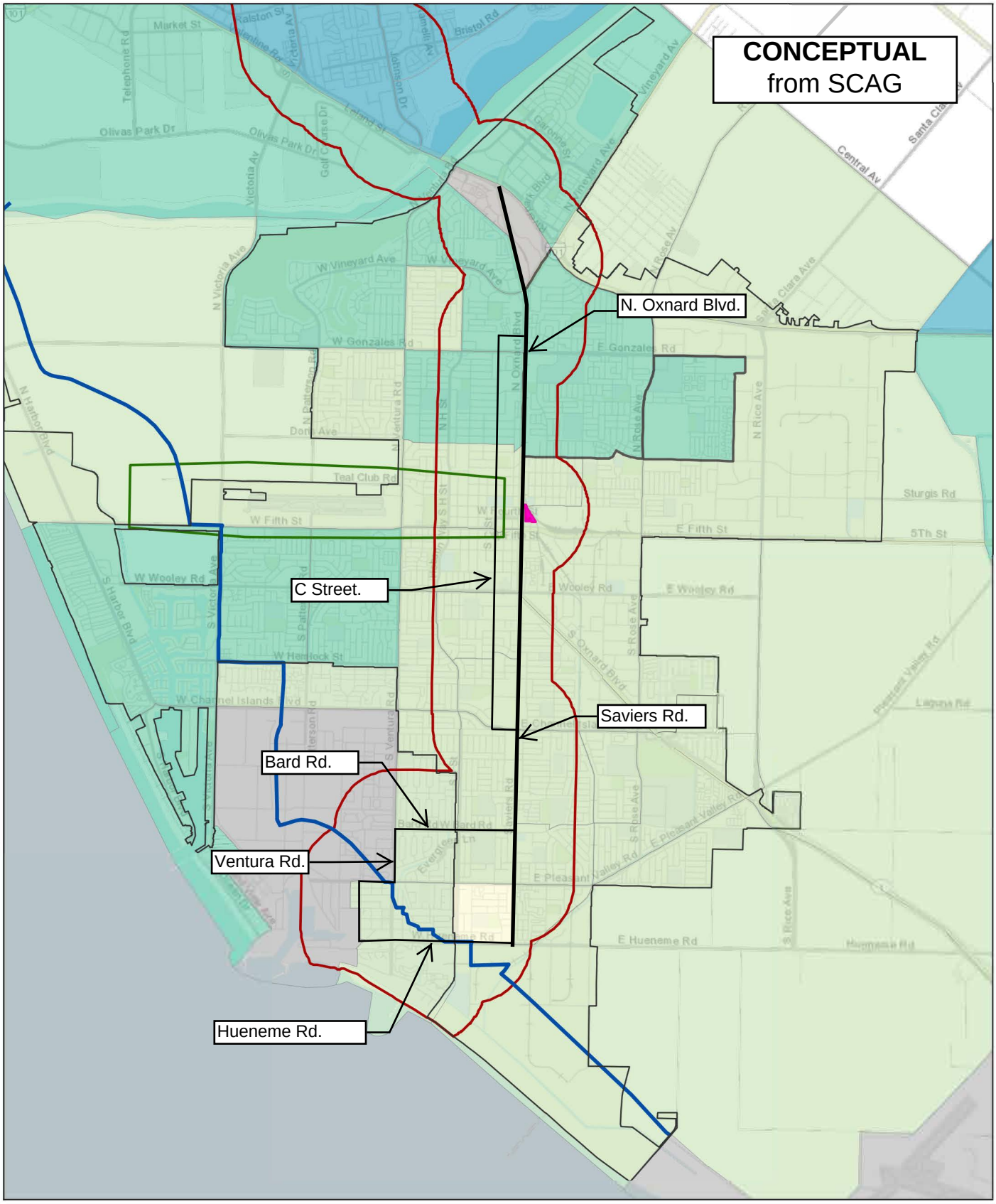
This report did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Conceptual High Quality Transit Corridor
2. Resolution of Submittal

High Quality Transit Corridor & Resource Areas



5/25/2023, 2:03:05 PM

- Oxnard Transportation Center
- City Boundary
- Coastal Zone Boundary
- SCAG High Quality Transit Area (2045)
- Airport Height Restriction Zone

CA Tax Credit Allocation Committee/ Housing & Community Development Data - 2020

- High Resource
- Moderate Resource (Rapidly Changing)
- Moderate Resource
- Low Resource
- High Segregation & Poverty
- Missing/ Insufficient Data

1:48,000

0 0.5 1 2 mi

0 0.75 1.5 3 km

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No. 12,053 sets out the procedures by which City staff may submit grant applications, following approval of the City Council; and

WHEREAS, the Community Development Department has requested that City Council approve the submittal of an application to the Southern California Association of Governments, Regional Early Action Planning Grant to Promote Housing Infill on Public and Private Lands (SCAG REAP 2.0 HIPP) for an undisclosed amount to be used for the development of a Transit Oriented Development/High Quality Transit Corridor (TOD/HQTC) Program, including environmental analysis in accordance with the California Environmental Quality Act; and

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the Community Development Department for the development of a Transit Oriented Development/High Quality Transit Corridor (TOD/HQTC) Program which will assist the City in meeting the goals of Program 19 within the City's 6th cycle Adopted Amended Housing Element. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements and appropriate funds upon confirmation of the grant award; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the City Manager or designee is authorized to submit all program-related and status reports.

PASSED AND ADOPTED THIS _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: July 5, 2023

TO: City Council

FROM: Maureen Tamuri, Interim Community Development Director, (805) 385-7882, maureen.tamuri@oxnard.org

SUBJECT: Adoption of Ordinance No. 3029 - Approving Compliance Fees for Firearms, Alcohol, Cannabis, and Tobacco Businesses.

RECOMMENDATION

That the City Council:

1. Adopt Ordinance No. 3029 titled "Ordinance of the City of Oxnard, California adding Sections 13-1 and 13-2 to Article 1 of Chapter 13 of the Oxnard City Code Reflecting the City Council Approved Compliance Fees for Firearms, Alcohol, Cannabis, and Tobacco Businesses"; and
2. Find that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines.

BACKGROUND

Ordinance No. 3029 was introduced to the City Council at its June 20, 2023 meeting. The Council approved the first reading by title only and waived further reading of the Ordinance by a 7-0 vote. If adopted by the Council on July 5, 2023, the ordinance will take effect in thirty days, on August 5, 2023.

The ordinance posted to the June 20, 2023 agenda included the phrase "business license" in Section 13-1(E). That slight clerical error has since been modified to read "business tax certificate." Further, the financial impact section of the June 20, 2023 staff report stated that the "fees will be effective upon adoption." To clarify, the ordinance will be effective as of August 5, 2023, if adopted at the July 5, 2023 Council meeting.

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, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

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

FINANCIAL IMPACT

Adoption of the compliance fees will enable the City to experience full direct and indirect cost recovery of staff time and other expenses directly related to the regulation and compliance of the identified business types.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 23, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Ordinance Approving the Compliance Fee Study- Alcohol, Tobacco, Firearms and Cannabis

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3029

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA ADDING SECTIONS 13-1 AND 13-2 TO ARTICLE I OF CHAPTER 13 OF THE OXNARD CITY CODE REFLECTING THE CITY COUNCIL APPROVED COMPLIANCE FEES FOR FIREARMS, ALCOHOL, CANNABIS, AND TOBACCO BUSINESSES

WHEREAS, the City desires to update the existing Alcohol compliance fee adopted in 2003 via Oxnard City Council Resolution No. 12,407, and that Resolution will be superseded by this ordinance; and

WHEREAS, the City desires to establish and adopt new compliance fees for businesses engaged in the sale of Firearms, Cannabis, and Tobacco that operate in the City of Oxnard; and

WHEREAS, the staff report accompanying this ordinance and its attachments contain a summary of the recommended fees, including a schedule of fees and the estimated cost of providing the fee-related services by the City; and

WHEREAS, the City's consultant Harris & Associates has completed the Compliance Fee Nexus Study dated May 11, 2023, in accordance with Proposition 26 regarding regulatory fees, provides the legal nexus required to update and impose the compliance fees on businesses engaged in the sale of Firearms, Alcohol, Cannabis and Tobacco; and

WHEREAS, a public hearing was held on for June 20, 2023 at 6:00 p.m., in the City Council Chambers, at 305 West Third Street, Oxnard, California with respect to the compliance fees and this ordinance; and

WHEREAS, notice of the Public Hearing was published in a newspaper of general circulation at least 10 days prior to the Public hearing; and

WHEREAS, at the appointed time and place, the City Council held the Public Hearing and all interested persons were afforded the opportunity to hear and be heard; and

WHEREAS, having considered all oral statements and all written protests and statements made or filed at the Public Hearing, the City Council desires to adopt the ordinance approving the Compliance Fee Study and establishing compliance fees to be imposed on businesses; and

WHEREAS, the fees shall be adjusted each year beginning on July 1st using the methodology stipulated in the study or as updated in subsequent Compliance Fee Study revisions; and

WHEREAS, the City Council finds that there is a reasonable relationship between the amount of the fee and the cost of the service provided to the business; and

WHEREAS, the California Environmental Quality Act ("CEQA") guidelines section 15378(b)(4) provide that CEQA does not apply to the establishment of business compliance fees. Specifically, these actions do not constitute a "project" under CEQA, because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment; and

WHEREAS, the City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Ordinance; and

WHEREAS, the fees included in this ordinance supersede those adopted in any previous alcohol fee resolutions, including, but not limited to Resolution No. 12,407; and

WHEREAS, the proposed compliance fees, for businesses engaged in the sale of Firearms, Alcohol, Cannabis, and Tobacco reflects costs incurred by the City for the regulation and administrative oversight of these types of businesses operating within the City of Oxnard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this ordinance to Chapter 13, Article I as set forth below.

Part 3. Article I of Chapter 13 of the Oxnard City Code is hereby amended in its entirety to read as follows: "Oxnard Compliance Fees."

Part 4. Section 13-1 is hereby added to Article I of Chapter 13 of the Oxnard City Code and shall read as follows:

Section 13-1 The purpose of this Section is to establish compliance fees for Tobacco, Alcohol, Firearms, and Cannabis.

(A) Compliance Fees for establishments engaged in the sale of Firearms, Alcohol, Cannabis, and Tobacco shall be established pursuant to a Compliance Fee Study.

(B) The Fees established pursuant to this Article shall be in conformity with applicable California law regarding regulatory fees for businesses.

(C) All Fees established pursuant to the Compliance Fee Study shall become effective on September 1, 2023, for all businesses engaged in the sale of Firearms, Alcohol, Cannabis and Tobacco.

(D) Businesses must remit payment of the compliance fees as follows:

(1) The Firearms Compliance Fee shall be due and payable by July 31 of each year.

(2) The Alcohol Compliance Fee shall be due and payable by January 31 of each year.

(3) The Cannabis Compliance Fee shall be due and payable at the time of the businesses' annual renewal of its Commercial Cannabis Business Permit.

(4) The Tobacco Compliance Fee shall be due and payable by July 31 of each year.

(E) Failure to submit the compliance fee application and remit payment of the fee pursuant to this Article may result in suspension or revocation of the City issued business tax certificate and the City may take any other action including but not limited to notice of violations, administrative actions and citations, civil actions, fines, and penalties against a business that is not in compliance with this Section and Section 13-2.

(F) The City Manager or his designee is hereby authorized to annually adjust the fees, established pursuant to this Article and as identified within the Compliance Fee Study on July 1 of each year, pursuant to the Consumer Price Index from CA Department of Finance, Los Angeles Metropolitan Area.

(G) The fees established pursuant to this Article shall be included in the City of Oxnard Master Fee Schedule, which may be updated by the City Manager pursuant to Resolution 15,597.

Part 5. Section 13-2 is hereby added to Article I of Chapter 13 of the Oxnard City Code and shall read as follows:

Section 13-2 "Compliance Fees for Firearms, Alcohol, Cannabis and Tobacco Businesses."

(A) Compliance Fees

Compliance Fee	**Annual Fee 2023/2024**	**Annual Fee 2024/2025**	**Annual Fee 2025/2026**
Alcohol Compliance Fee	$385.00	$400.00	$416.00
Cannabis Retail Compliance Fee	$5,081.00	$5,283.00	$5,494.00
Cannabis	$5,081.00	$5,283.00	$5,494.00

Compliance Fee	**Annual Fee 2023/2024**	**Annual Fee 2024/2025**	**Annual Fee 2025/2026**
Manufacturing Compliance Fee			
Cannabis Testing Compliance Fee	$5,081.00	$5,283.00	$5,494.00
Cannabis Distribution Compliance Fee	$5,081.00	$5,283.00	$5,494.00
Firearms Compliance Fee	$452.00	$470.00	$489.00
Tobacco Compliance Fee	$252.00	$262.00	$272.00

Part 6. The provisions of this ordinance shall be applicable to all establishments engaged in the sale of Firearms, Alcohol, Cannabis and Tobacco, on and after September 1, 2023.

Part 7. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Resolution 12,407 that would have been superseded or repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 8. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15378(b)(4)(CEQA does not apply to actions involving the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment), because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 9. Pursuant to Government Code Section 36933(c)(l), 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 (5) days before the City Council's adoption of the ordinance.

Part 10. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar 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. 3029 was first read on June 20, 2023, finally adopted on July 5, 2023, to become effective on August 5, 2023.

PASSED AND ADOPTED THIS 5th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: July 5, 2023

TO: City Council and Oxnard Housing Authority

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

SUBJECT: First Amendment to Agreement A-8512 for Plaza Vista Apartments Drain Line Project.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the execution of a First Amendment to Agreement A-8512 with Oscalibur Plumbing, Inc. in the amount of $204,559.63 for a total agreement value of $472,032.55 using funds appropriated from the 2020 Capital Fund grant.

(This item did not originate in Committee. This amendment is necessary for the completion of the project underway to replace the drain line system at the Plaza Vista public housing site. The funding is included for the agreement and the amendment in the adopted Capital Fund Program 5 Year Action Plan. The terms of the original agreement were considered by the Community Services, Public Safety, Housing & Development Committee on January 24, 2023.)

BACKGROUND

The Plaza Vista public housing site is a seven-floor building built in 1966 with a total of fifty apartment units. The Housing Authority of the City of Oxnard began replacing operating systems and remodeling the apartments based on funding availability and the urgency of repairs needed. Over the last two years, the number of emergency repairs required for the drain line system has nearly doubled. The drain lines are the sewer waste lines that run throughout the entire building. They are leaking in multiple areas, which are causing flooding of units. Based on the number and scale of leaks and condition of the drain lines, their replacement is necessary. The project was planned for and included in the adopted Capital Fund Program Five-Year Action Plan.

DISCUSSION

The Housing Authority of the City of Oxnard is a member of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a plumbing contractor for the project. Oscalibur Plumbing, Inc. (contractor) submitted a responsive bid in the amount of $267,472.92. The City Council approved the contract on February 21, 2023.

The proposed scope of work includes:

1. Demolition and removal of existing copper drainpipes for lavatory, toilet, bathtub, kitchen sink for forty-eight units (the other two remaining were recently updated)

2. Demolition and patching of drywalls used to access plumbing behind restrooms

3. Replacement of existing copper drain lines with polyvinyl chloride drain-waste-vents

4. Area of work will be cleared daily and protected by plastic when in progress

5. Asbestos testing

As included in the original scope of work, an asbestos test was conducted on March 9, 2023. The report confirmed asbestos-containing material. Therefore, the contractor has submitted a modification to the existing work order to ensure work performed complies with the provisions of the Asbestos National Emission Standards for Hazardous Air Pollutants regulation.

The proposed scope of work includes:

1. Allow removal of the asbestos containing material and make bathrooms rough plumbing accessible for the forty-eight units water closets, lavatories, and vanities

2. Remove and install shelves in closet for eighteen units and a section of the kitchen cabinets for the remaining thirty units to allow access to back side of kitchen rough plumbing

3. Set up critical barriers, negative air machines with exhaust duct for abatement and removal of asbestos containing material in thirty kitchens and forty-eight bathrooms

4. Bag and store all asbestos containing material onsite until the end of job to properly track disposal

5. An environmental inspector will monitor and inspect all facets of abatement work and will provide onsite air clearances to allow for immediate access and replacement of waste piping

To pay for all of the above-described work, staff requests authorization to increase the existing contract with Oscalibur Plumbing, Inc. from $267,472.92 to $472,032.55.

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 resident in their efforts to improve their quality of life.

FINANCIAL IMPACT

This item does not impact any City General Fund. The funding for Agreement A-8512 was from the Capital Fund Grant of 2019, which will be exhausted. Therefore, the funding for this First Amendment will be from the Capital Fund Grant of 2020 which is allowed by Federal regulations. The Capital Fund allocation to the Housing Authority of the City of Oxnard was $2,143,230. After deducting debt service, management fees, other capital fund projects, and the cost of this amendment, the remaining fund balance will be $391,000.

COMMITTEE OUTCOME

This item did not originate in Committee. The terms of the original agreement were considered by the Community Services, Public Safety, Housing & Development Committee on January 24, 2023 and approved by Council on February 21, 2023. This amendment is necessary for the completion of the project underway to replace the drain line system at the Plaza Vista public housing site. The funding for the First Amendment is included in the adopted Capital Fund Program 5 Year Action Plan.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement A-8512
2. Staff Report - City Council 2/21/23
3. First Amendment to Agreement A-8512

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8512**
Name of Contractor: Oscalibur Plumbing, Inc.
Address: 16025 Archwood Street, Van Nuys, CA 91406

Project description: Plaza Vista Building Drain Lines Plumbing

This Capital Improvement Contract (**"Contract"**) is made at Oxnard, California, as of this 19th day of December 2022 between the City of Oxnard Housing Authority, called herein the **"Authority"**, and the above-named contractor (**"Contractor"**) for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the detailed scope of work submitted for the 50 Unit Drain Lines Upgrade at Plaza Vista. Authority shall pay Contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **$267,472.92**

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

COUNCIL APPROVED
2/21/23 J.4(1)
DATE

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

a. Change Orders
b. Contract Amendments –
c. This Contract
d. Amendments to HUD Form 5370-C
e. HUD Form 5370-C General Conditions for Non-Construction Contracts – Public Housing Programs
f. Specifications
g. Plans
h. Permits
i. Contractor's bid proposal and list of subcontractors (if applicable).
j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
k. Insurance as required by the specifications and applicable law.
l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly form any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **45 working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

CITY OF OXNARD
HOUSING AUTHORITY

John C. Zaragoza
Chairman

OSCALIBUR PLUMBING, INC.

Oscar Suarez
President

APPROVED AS TO FORM:

Stephen M. Fischer,
Housing General Counsel

APPROVED AS TO INSURANCE:

Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.
No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:
The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:
The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:
The contractor is expected to complete the job in not to exceed forty-five **(45) working days**.

Construction Debris:
Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin
The contractor shall provide bins and/or containers for temporary storage.

Warranty:
The contractor shall warranty the work for a period of **One (1) year** against workmanship.

Final Walkthrough, and Sign off:
The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of the project. Upon approval, the contractor may bill the Housing Authority for said work. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

EXHIBIT A

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-PLUM02-123021-OPI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	111470.00	Work Order Date:	12/07/2022
Work Order Title:	OHA - Plaza Vista Building Drain Lines Plumbing		
Owner Name:	Oxnard Housing Authority	Contractor Name:	Oscalibur Plumbing,Inc
Contact:	Fredi Contreras	Contact:	Oscar Suarez
Phone:	805-890-8319	Phone:	213-858-2575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-PLUM02-123021-OPI.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $267,472.92

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority	2/7/2023 Date	Oscar Suarez Oscalibur Plumbing,Inc	12-19-2022 Date

Sourcewell

GORDIAN®

Detailed Scope of Work

To: Oscar Suarez
Oscalibur Plumbing,Inc
16025 Archwood St.
Van Nuys, CA 91406

From: Fredi Contreras
Oxnard Housing Authority
1470 E Colonia Rd
oxnard, CA 93030
805-890-8319

Date Printed: December 07, 2022

Work Order Number: 111470.00

Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Brief Scope:

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Date: December 6, 2022 OHA - Plaza Vista Building Drain Lines Plumbing Scope of Work 1. Demo and remove existing copper drainpipe for Lavatory, Toilet, Bathtub and Kitchen sink for 48 units on 7 floors. 2. Demo existing drywall to access the plumbing behind the restroom. 3. Replace existing 2", 3" and 4" Copper Drain line with PVC DWV. Add new supports and anchors. 4. Patch opening with Drywall, finish, and Paint. 5. Area of work must be cleaned daily for Resident Safety. 6. Area of work will be protected by plastic when work is not in progress. 7. Prior to demo, Asbestos test will need to be performed. If test is clean, demo will proceed. If samples are returned hot, abatement must be performed. (Not part of this proposal) a. Provide Lab technician to take samples from various locations throughout the building. b. Take samples to lab to test for Asbestos. c. Asbestos report provided did not provide enough information on the entire building.

Subject to the terms and conditions of JOC Contract **CA-R8-PLUM02-123021-OPI.**

Oscar Suarez
Oscalibur Plumbing,Inc

12-19-2022
Date

Oxnard Housing Authority

12/8/23
Date

Contractor's Price Proposal - Summary

Date: December 07, 2022

Re:

IQC Master Contract #:	CA-R8-PLUM02-123021-OPI
Work Order #:	111470.00
Owner PO #:	
Title:	OHA - Plaza Vista Building Drain Lines Plumbing
Contractor:	Oscalibur Plumbing,Inc
Proposal Value:	$267,472.92

Section - 01	**$12,370.21**
Section - 02	**$4,266.24**
Section - 09	**$35,000.27**
Section - 22	**$207,441.47**
Section - 23	**$8,394.73**
Proposal Total	**$267,472.92**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: December 07, 2022

Re:

IQC Master Contract #:	CA-R8-PLUM02-123021-OPI
Work Order #:	111470.00
Owner PO #:	
Title:	OHA - Plaza Vista Building Drain Lines Plumbing
Contractor:	Oscalibur Plumbing,Inc
Proposal Value:	$267,472.92

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Section - 01

1 01 22 16 00 0002 — EA — $5,757.73

Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

	Quantity		Unit Price		Factor		Total
Installation	5,234.30	x	1.00	x	1.1000	=	5,757.73

2% Bond Reimbursement ($261,715.19 x 2% = $5,234.30

2 01 56 16 00 0003 — SF — $2,550.53

6 Mil, Plastic Sheeting, Applied To Walls

	Quantity		Unit Price		Factor		Total
Installation	4,608.00	x	0.45	x	1.2300	=	2,550.53

Plastic to seal wall opening when work is not taking place to protect the residents. 4' x 8' space = 32SF x 48 Locations = 1,536 SF x 3 = 4608. must be done 3 times per location to demo, plaster and paint.

3 01 66 19 00 0003 — CY — $3,046.46

Transfer Delivered Material Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.

	Quantity		Unit Price		Factor		Total
Installation	240.00	x	10.32	x	1.2300	=	3,046.46

Transfer material from ground floor to floors 2 - 7. Estimated trips = 3 trips per location x 8 locations = 24 per floor x 5 floors = 120 trips of 2CY = 240 CY

4 01 66 19 00 0071 — CY — $1,015.49

Transfer Demolition Debris Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.

	Quantity		Unit Price		Factor		Total
Installation	80.00	x	10.32	x	1.2300	=	1,015.49

Transferring debris from floors 3-7 to Dumpster. Estimated trips = 2 trips per location x 8 locations = 16 per floor x 5 floors = 80 trips of 1CY

Subtotal for Section - 01 **$12,370.21**

Section - 02

5 02 82 13 00 0002 — HR — $2,575.92

Certified Asbestos Air Sampling Technician For Bulk Sampling Or Air Monitoring

	Quantity		Unit Price		Factor		Total
Installation	24.00	x	87.26	x	1.2300	=	2,575.92

Hours for testing for Asbestos prior to Demolition. 16 hours for field testing and 8 hours lab time

6 02 82 13 00 0003 — EA — $1,690.32

48 Hours Or Longer Turnaround, (Bulk Point Counting) PLM Test, Asbestos Testing

	Quantity		Unit Price		Factor		Total
Installation	28.00	x	49.08	x	1.2300	=	1,690.32

Asbestos samples. 4 samples per floor x 7 = 28.

Subtotal for Section - 02 **$4,266.24**

Section - 09

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.00
Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Section - 09

7	09 01 20 91 0005	SF	>8 To 16 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.						$6,467.09
			Quantity		Unit Price		Factor	Total	
		Installation	460.00	x	11.43	x	1.2300 =	6,467.09	
		Cut and patch drywall at Kitchen Ceiling to replace pipe. 2' x 4' space = 8SF x 48 Locations = 384 SF x 20%							
8	09 01 20 91 0006	SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.						$23,167.62
			Quantity		Unit Price		Factor	Total	
		Installation	1,843.00	x	10.22	x	1.2300 =	23,167.62	
		Cut and patch drywall at restroom wall to replace pipe. 4' x 8' space = 32SF x 48 Locations = 1,536 x 20% =							
9	09 91 23 00 0065	SF	2 Coats Paint, Brush Work, Paint Interior Plaster/Drywall Walls						$5,365.56
			Quantity		Unit Price		Factor	Total	
		Installation	3,072.00	x	1.42	x	1.2300 =	5,365.56	
		Paint walls after patching and finishing gypsum. 48 areas x 64sf each = 3072 sf							

Subtotal for Section - 09 **$35,000.27**

Section - 22

10	22 13 13 00 0042	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, Floor Mounted, Water ClosetIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.						$28,768.42
			Quantity		Unit Price		Factor	Total	
		Installation	48.00	x	487.27	x	1.2300 =	28,768.42	
		New Rough in after replacing Copper Pipe with PVC.							
11	22 13 13 00 0046	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, Wall Mounted, LavatoryIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.						$19,146.08
			Quantity		Unit Price		Factor	Total	
		Installation	48.00	x	324.29	x	1.2300 =	19,146.08	
		New Rough in after replacing Copper Pipe with PVC.							
12	22 13 13 00 0047	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, Countertop, Kitchen SinkIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and faucet.						$26,382.02
			Quantity		Unit Price		Factor	Total	
		Installation	48.00	x	446.85	x	1.2300 =	26,382.02	
		New Rough in after replacing Copper Pipe with PVC.							
13	22 13 13 00 0048	EA	Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent Pipe, BathtubIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and faucet.						$26,446.38
			Quantity		Unit Price		Factor	Total	
		Installation	48.00	x	447.94	x	1.2300 =	26,446.38	
		New Rough in after replacing Copper Pipe with PVC.							
14	22 13 16 00 0499	LF	2" Hard Drawn DWV Copper Tube/Pipe						$1,794.82
			Quantity		Unit Price		Factor	Total	
		Installation	0.00	x	23.23	x	1.2300 =	0.00	
		Demolition	240.00	x	6.08	x	1.2300 =	1,794.82	
		Demo existing 2" Copper Pipe							
15	22 13 16 00 0500	LF	3" Hard Drawn DWV Copper Tube/Pipe						$8,337.06
			Quantity		Unit Price		Factor	Total	
		Installation	0.00	x	49.88	x	1.2300 =	0.00	
		Demolition	805.00	x	8.42	x	1.2300 =	8,337.06	
		Demo existing 3" Copper Pipe							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.00
Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Section - 22

16	22 13 16 00 0501	LF	4" Hard Drawn DWV Copper Tube/Pipe							$7,536.83
				Quantity		Unit Price		Factor		Total
		Installation		0.00	x	69.87	x	1.2300	=	0.00
		Demolition		645.00	x	9.50	x	1.2300	=	7,536.83
		Demo existing 4" Copper Pipe								
17	22 13 16 00 0507	LF	2" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							$10,090.92
				Quantity		Unit Price		Factor		Total
		Installation		350.00	x	23.44	x	1.2300	=	10,090.92
		Install New 2" PVC DWV Piping								
18	22 13 16 00 0508	LF	3" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							$40,061.10
				Quantity		Unit Price		Factor		Total
		Installation		1,000.00	x	32.57	x	1.2300	=	40,061.10
		Install New 3" PVC DWV Piping								
19	22 13 16 00 0509	LF	4" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							$38,877.84
				Quantity		Unit Price		Factor		Total
		Installation		800.00	x	39.51	x	1.2300	=	38,877.84
		Install New 4" PVC DWV Piping								

Subtotal for Section - 22 **$207,441.47**

Section - 23

20	23 05 29 00 0009	EA	2" Steel Clevis Hanger (Cooper B-Line B3100)							$755.53
				Quantity		Unit Price		Factor		Total
		Installation		25.00	x	24.57	x	1.2300	=	755.53
		Pipe hanger for 2" Ceiling pipe. Estimated amount 25 each								
21	23 05 29 00 0011	EA	3" Steel Clevis Hanger (Cooper B-Line B3100)							$911.43
				Quantity		Unit Price		Factor		Total
		Installation		25.00	x	29.64	x	1.2300	=	911.43
		Pipe hanger for 3" Ceiling pipe. Estimated amount 25 each								
22	23 05 29 00 0013	EA	4" Steel Clevis Hanger (Cooper B-Line B3100)							$1,049.50
				Quantity		Unit Price		Factor		Total
		Installation		25.00	x	34.13	x	1.2300	=	1,049.50
		Pipe hanger for 4" Ceiling pipe. Estimated amount 25 each								
23	23 05 29 00 0205	EA	2" Steel Pipe Clamp (Cooper B-Line B3140)							$652.39
				Quantity		Unit Price		Factor		Total
		Installation		24.00	x	22.10	x	1.2300	=	652.39
		Pipe clamp to attached Pipe to Wall. Estimated 24 each.								
24	23 05 29 00 0207	EA	3" Steel Pipe Clamp (Cooper B-Line B3140)							$2,414.74
				Quantity		Unit Price		Factor		Total
		Installation		80.00	x	24.54	x	1.2300	=	2,414.74
		Pipe clamp to attached Pipe to Wall. Estimated 80 each.								
25	23 05 29 00 0209	EA	4" Steel Pipe Clamp (Cooper B-Line B3140)							$2,611.14
				Quantity		Unit Price		Factor		Total
		Installation		64.00	x	33.17	x	1.2300	=	2,611.14
		Pipe clamp to attached Pipe to Wall. Estimated 64 each.								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.00
Work Order Title: OHA - Plaza Vista Building Drain Lines Plumbing

Subtotal for Section - 23	**$8,394.73**
Proposal Total	**$267,472.92**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

GORDIAN®

Subcontractor Listing

Date: December 07, 2022

Re:

IQC Master Contract #:	CA-R8-PLUM02-123021-OPI
Work Order #:	111470.00
Owner PO #:	
Title:	OHA - Plaza Vista Building Drain Lines Plumbing
Contractor:	Oscalibur Plumbing,Inc
Proposal Value:	$267,472.92

Name of Contractor	Duties	Amount	%
Oscalibur Plumbing Inc		$267,472.92	100.00

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 in connection with any of the following covered Federal actions: 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.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: 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. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968;
24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions,s earching 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.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (*without* maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. **Minimum Wages**

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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) (i) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph 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.

2. **Withholding of funds**

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. **Records**

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee 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.

4. **Apprentices and Trainees**

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **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 40 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 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), 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 the 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 provisions set forth in paragraph (a) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. 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 federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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 provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: February 21, 2023

TO: Housing Authority

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

SUBJECT: Plaza Vista Apartments Drain Line and Electrical Panel Project.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of the following firm-fixed price contracts:

1. Agreement number A-8512 in the amount of $267,472.92 with Oscalibur Plumbing, Inc to replace the plumbing drain line at the Plaza Vista public housing site using funds appropriated from the 2019 Capital Fund grant; and

2. Agreement number A-8510 in the amount of $341,857.79 to replace the main electrical panels at the Plaza Vista public housing site using funds appropriated from the 2019 Capital Fund grant.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0.)

BACKGROUND

The Plaza Vista public housing site is a seven-floor building built in 1966 with a total of fifty (50) apartment units which includes two (2) guest units. The Oxnard Housing Authority has begun replacing operating systems and remodeling the apartments based on funding availability and urgency of repairs needed. During the two most recent years, the number of emergency repairs due to the age and poor condition of the drain line system has nearly doubled. The drain lines are the sewer waste lines that run throughout the entire building. They are leaking in multiple areas, which are causing flooding of units. This issue not only jeopardizes the tenant's personal belongings, but most importantly, water leaks create a safety hazard. Based on the number and scale of leaks and condition of the drain lines, their replacement is necessary.

In addition to the drain line system, the electrical panels and breakers manufactured by Zinsco and Federal Pacific need to be replaced. Although the panels are in proper working condition, the industry has moved away from panels manufactured by both companies because of potential safety hazards. Zinsco panels are no longer considered safe due to the type of aluminum used by the manufacturer which have been known to melt and fuse to the buss bar and issues with interior tripping mechanisms getting jammed. The Federal Pacific breakers have also shown problems with not tripping when an electric surge is detected, which could lead to a fire hazard. Therefore, it is recommended that the panels be replaced.

Both projects were planned for and included in the 2019 Capital Fund Program Five-Year Action Plan of the Housing Authority of the City of Oxnard.

ANALYSIS

The City of Oxnard and the Housing Authority of the City of Oxnard are members of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while

still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a plumbing contractor for the drain line project and a general contractor for the electrical panel project.

Agreement A-8512- Drain Line Project

Oscalibur Plumbing, Inc. submitted a proposal in the amount of $267,472.92. The proposed scope of work includes:

1. Demolition and removal of existing copper drainpipes for lavatory, toilet, bathtub, kitchen sink for 48 units, (the other 2 remaining units were recently updated)

2. Demolition and patching of drywalls used to access plumbing behind restrooms

3. Replacement of existing copper drain lines with polyvinyl chloride drain-waste-vents

4. Area of work will be cleaned daily and protected by plastic when in progress

5. Asbestos test will be performed

Agreement A-8510- Electrical Panel Project

MDJ Management, LLC submitted a proposal for the amount of $341, 857.79. The proposed scope of work includes:

1. Removal and replacement of existing 700-amp Federal Pacific main meter panel. Installation of Siemens switchboard meter, breakers, and 2 Siemens subpanels

2. Removal and replacement of existing 200-amp Federal Pacific subpanel. All new required breakers will be installed in each sub panel.

3. For floors 2 through 7, removal and replacement of existing breakers, switchgear and cabinets.

4. All 50 apartment units will have existing 70-amp Federal Pacific subpanels and individual breakers removed and replaced with new 100-amp Siemens panels. All new panels will also have new breakers installed.

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

The funding for this item will be from the Housing Authority Capital Fund Grant of 2019. The Capital Fund allocation to the Housing Authority of the City of Oxnard was $2,165,525. After deducting debt service, management fees and the cost of this agreement the remaining fund balance will be $66,291. There is no impact to any City Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 24, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement Number A-8512

2. Agreement Number A-8510

Contract No. A-8512

AMENDMENT TO CAPITAL IMPROVEMENT CONTRACT

This First Amendment ("Amendment') to the capital improvement contract ("Contract") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard Housing Authority ("Authority"), and Oscalibur Plumbing, Inc. ("Contractor"). This First Amendment amends the Contract entered into on February 21, 2023, by Authority and Contractor.

Authority and Contractor agree as follows:

1. The amount in Section 2 of the First Page of the Contract is hereby amended to **$472,032.55**.
2. As so amended, the Contract remains in full force and effect.

CITY OF OXNARD
HOUSING AUTHORITY

_____
John C. Zaragoza
Chairman

OSCALIBUR PLUMBING, INC.

_____
Oscar Suarez
President

ATTEST:

_____
Rose Chaparro
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer
Housing General Counsel

APPROVED AS TO COMPLIANCE:

_____
Rhonda Hodge
Contract Administrator

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-PLUM02-123021-OPI

☐ **New Work Order** ☒ **Modify an Existing Work Order**

Work Order Number.:	111470.01	Work Order Date:	05/05/2023
Work Order Title:	OHA - Plaza Vista Plumbing Supp 01		
Owner Name:	Oxnard Housing Authority	Contractor Name:	Oscalibur Plumbing,Inc
Contact:	Fredi Contreras	Contact:	Oscar Suarez
Phone:	805-890-8319	Phone:	(213) 858-2575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-PLUM02-123021-OPI.

Brief Work Order Description:

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: ☐ Will not apply: ☒

Work Order Firm Fixed Price: $204,559.63

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority Date

Oscalibur Plumbing,Inc Date

Detailed Scope of Work

To: Oscar Suarez
Oscalibur Plumbing,Inc
16025 Archwood St
Van Nuys, CA 91406
(213) 858-2575

From: Fredi Contreras
Oxnard Housing Authority
1470 E Colonia Rd
Oxnard, CA 93030
805-890-8319

Date Printed: May 05, 2023

Work Order Number: 111470.01

Work Order Title: OHA - Plaza Vista Plumbing Supp 01

Brief Scope:

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

-ACM Removal:

- Set up a portable decontamination barrier at each unit.
- Negative air machine with exhaust duct for abatement and removal of ACM in 48 bathrooms and 30 kitchens.
- Remove approx. 5500 SF of ACM in 1st shift & 1500 SF of ACM in 2nd
- Remove and reinstall 48 water closets, 48 lavatories, & 48 vanities for ACM removal and make bathroom rough plumbing accessible.
- Remove and reinstall shelves in closet to allow access to back side of kitchen rough plumbing.
- Remove and reinstall section of kitchen cabinets to allow access to kitchen rough plumbing.
- Bag and store all ACM material onsite until the end of the job to properly track disposal chain of custody
- Environmental inspector will monitor and inspect all phases of abatement work and will provide onsite air clearances to allow for immediate access and replacement of waste piping.

-Credit issued back to Oxnard Housing Authority for demo work on previous proposal.

Subject to the terms and conditions of ezIQC Contract **CA-R8-PLUM02-123021-OPI**.

Oscalibur Plumbing,Inc _____ Date _____

Oxnard Housing Authority _____ Date _____

Contractor's Price Proposal - Summary

Date: May 05, 2023

Re:

IQC Master Contract #:	CA-R8-PLUM02-123021-OPI
Work Order #:	111470.01
Owner PO #:	
Title:	OHA - Plaza Vista Plumbing Supp 01
Contractor:	Oscalibur Plumbing,Inc
Proposal Value:	$204,559.63

Section - 01	**$17,614.10**
Section - 02	**$168,963.84**
Section - 06	**$0.00**
Section - 07	**$5,979.03**
Section - 09	**-$29,634.71**
Section - 22	**$41,637.37**
Proposal Total	**$204,559.63**

ThisI total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 05, 2023

Re:

IQC Master Contract #:	CA-R8-PLUM02-123021-OPI
Work Order #:	111470.01
Owner PO #:	
Title:	OHA - Plaza Vista Plumbing Supp 01
Contractor:	Oscalibur Plumbing,Inc
Proposal Value:	$204,559.63

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Section - 01

1	01 22 16 00 0002			EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$4,403.43

	Quantity		Unit Price		Factor		Total
Installation	4,003.12	x	1.00	x	1.1000	=	4,403.43

2% Bond Reimbursement ($200,156.20 X 2% = $4,003.12

2	01 22 23 00 0154			DAY	Up To 2,000 CFM, Portable Negative Air Machine	$8,007.79

	Quantity		Unit Price		Factor		Total
Installation	80.00	x	81.38	x	1.2300	=	8,007.79

18 units with 1 negative air machine
60 units with 2 negative air machines broken down to 8 phases

3	01 22 23 00 0160			LF	Flexible Exhaust Duct For Portable Negative Air Machines	$4,366.50

	Quantity		Unit Price		Factor		Total
Installation	2,500.00	x	1.42	x	1.2300	=	4,366.50

PLASTIC EXHAUST VENT FOR NEGATIVE AIR MACHINE
50 LFT PER ROOM

4	01 74 19 00 0016			EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$836.38

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	679.98	x	1.2300	=	836.38

TO STORE ACM UNTIL END OF JOB
AND PROPERLY DOCUMENT CHAIN OF CUSTODY OF ACM

Subtotal for Section - 01 **$17,614.10**

Section - 02

5	02 82 13 00 0002			HR	Certified Asbestos Air Sampling Technician For Bulk Sampling Or Air Monitoring	$10,303.66

	Quantity		Unit Price		Factor		Total
Installation	96.00	x	87.26	x	1.2300	=	10,303.66

12 HOUR DAY X 8 PHASES
Technician will inspect and monitor
AQMD notification, set up and monitor air sample pumps, will read air samples in the field via microscope to release work areas per approved schedule

6	02 82 33 00 0067			SF	>2,500 To 10,000 SF, Single Layer Gypsum Wall Board, Asbestos Abatement And Disposal	$23,254.50

	Quantity		Unit Price		Factor		Total
Installation	1,500.00	x	8.38	x	1.8500	=	23,254.50

REMOVE APPROXIMATELY 145 SQFT ACM PER UNIT SECOND SHIFT: 100 SQFT IN BATHROOMS AND 40 SQFT IN KITCHEN AREA. 10 UNITS

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.01
Work Order Title: OHA - Plaza Vista Plumbing Supp 01

Section - 02

7	02 82 33 00 0067	SF	>2,500 To 10,000 SF, Single Layer Gypsum Wall Board, Asbestos Abatement And Disposal							$56,690.70
		Installation	Quantity 5,500.00	x	Unit Price 8.38	x	Factor 1.2300	=	Total 56,690.70	
		REMOVE APPROXIMATELY 145 SQFT ACM PER UNIT FIRST SHIFT: 100 SQFT IN BATHROOMS AND 40 SQFT IN KITCHEN AREA. 38 UNITS								
8	02 89 00 00 0004	SF	6 Mil Plastic Sheeting, Applied To Floors, Hazmat Containment Construction							$5,817.90
		Installation	Quantity 11,000.00	x	Unit Price 0.43	x	Factor 1.2300	=	Total 5,817.90	
		230 +/-SQFT PER UNIT PART OF ABATEMENT CRITTICAL BARRIER								
9	02 89 00 00 0005	SF	6 Mil Plastic Sheeting, Applied To Walls, Hazmat Containment Construction							$15,143.76
		Installation	Quantity 21,600.00	x	Unit Price 0.57	x	Factor 1.2300	=	Total 15,143.76	
		450 +/-SQFT PER UNIT PART OF ABATEMENT CRITTICAL BARRIER								
10	02 89 00 00 0006	SF	6 Mil Plastic Sheeting, Applied To Ceilings, Hazmat Containment Construction							$10,282.80
		Installation	Quantity 11,000.00	x	Unit Price 0.76	x	Factor 1.2300	=	Total 10,282.80	
		230 +/-SQFT PER UNIT PART OF ABATEMENT CRITTICAL BARRIER								
11	02 89 00 00 0021	EA	3 Stage Portable Personnel Decontamination Wash FacilityIncludes connection to negative air system.							$47,470.52
		Installation	Quantity 48.00	x	Unit Price 804.04	x	Factor 1.2300	=	Total 47,470.52	
		1 decontamination facility set up per unit								

Subtotal for Section - 02 **$168,963.84**

Section - 06

12	06 41 13 00 0002	LF	Removal And Reinstallation Of Wood Base Cabinets							$0.00
		Installation	Quantity 0.00	x	Unit Price 71.36	x	Factor 1.2300	=	Total 0.00	
		REMOVE WALL CABINETS TO ALLOW REPLACEMENT OF WASTE PIPING.								
13	06 41 13 00 0003	LF	Removal And Reinstallation Of Wall Cabinets							$0.00
		Installation	Quantity 0.00	x	Unit Price 62.05	x	Factor 1.2300	=	Total 0.00	
		REMOVE AND REPLACE WALL SHELVES TO ALLOW REMOVAL AND REPLACEMMENT OF WASTE PIPING								

Subtotal for Section - 06 **$0.00**

Section - 07

14	07 84 13 19 0031	EA	4" Diameter Hole With 3" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)							$5,979.03
		Installation	Quantity 100.00	x	Unit Price 48.61	x	Factor 1.2300	=	Total 5,979.03	
		FIRE SEAL PIPE PENETRATION PER CITY BUILDING AND SAFETY								

Subtotal for Section - 07 **$5,979.03**

Section - 09

15	09 01 20 91 0005	SF	>8 To 16 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.							-$6,467.09
		Installation	Quantity -460.00	x	Unit Price 11.43	x	Factor 1.2300	=	Total -6,467.09	
		Credit for demo on previous proposal								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 111470.01
Work Order Title: OHA - Plaza Vista Plumbing Supp 01

Section - 09

16	09 01 20 91 0006	SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.							-$23,167.62
				Quantity		Unit Price		Factor		Total
			Installation	-1,843.00	x	10.22	x	1.2300	=	-23,167.62
			Credit for demo on previous proposal							

Subtotal for Section - 09 **-$29,634.71**

Section - 22

17	22 42 13 13 0071	EA	Removal And Reinstallation Of Wall Hung Water Closet With Tank							$25,337.02
				Quantity		Unit Price		Factor		Total
			Installation	48.00	x	429.15	x	1.2300	=	25,337.02
			REMOVE AND REPLACE WATER CLOSET TO ALLOW ACM AND WASTE PIPE REPLACEMENT							
18	22 42 16 13 0115	EA	Removal And Reinstallation Of Wall Hung Lavatory With Faucet							$16,300.35
				Quantity		Unit Price		Factor		Total
			Installation	48.00	x	276.09	x	1.2300	=	16,300.35
			REMOVE AND REPLACE LAVATORY TO ALLOW ACM AND WASTE PIPE REPLACEMENT							

Subtotal for Section - 22 **$41,637.37**

Proposal Total **$204,559.63**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

GORDIAN®

Subcontractor Listing

Date: May 05, 2023

Re:

IQC Master Contract #:	CA-R8-PLUM02-123021-OPI
Work Order #:	111470.01
Owner PO #:	
Title:	OHA - Plaza Vista Plumbing Supp 01
Contractor:	Oscalibur Plumbing,Inc
Proposal Value:	$204,559.63

Name of Contractor	Duties	Amount	%
Delta 4 Environmental Inc.	Demo asbestos containing material	$140,000.00	68.44
Terra Enviromental	Inspect and monitor removal of asbestos containing material.	$18,000.00	8.80

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: July 5, 2023

TO: City Council

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

SUBJECT: First Amendment to Agreement 9721-22-FN with Salado Enterprises for the Citywide Vehicle Mobile Washing and Detailing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement with Salado Enterprises in the amount of $175,000 for a new total not to exceed $375,000 for an additional period of 12 months for the Citywide Vehicle Mobile Washing and Detailing Services.

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

BACKGROUND

Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment. Vehicles are washed to reduce potential safety hazards to operators and their equipment. Regular washing also reduces the build-up of rust and corrosion, thus lowering vehicle maintenance costs. A consistently clean fleet provides a safe and clean working environment.

The majority of this agreement relates to the washing of Environmental Resources (ER) refuse collection vehicles. Due to the nature of ER operations, vehicles are subject to pollutants such as exhaust emissions, engine fluids, refuse, dust, and other debris. This requires frequent washing of the trucks that operate daily on City streets. The City does not own a facility to accommodate washing vehicles and refuse collection vehicles on a regular basis.

On September 12, 2022, after a formal solicitation, the City Manager approved Agreement 9721-22-FN with Salado Enterprises in the amount of $200,000. The agreement for the Citywide Vehicle Mobile Washing and Detailing services expires on August 14, 2023.

DISCUSSION

Staff is recommending this first amendment instead of advertising a new formal solicitation due to the small number of responses in September 2022 and Salado has been successfully meeting the requirements of the agreement. Salado Enterprises is responsible for acquiring, operating and maintaining all equipment and permits providing mobile washing and cleaning of passenger vehicles and pickup trucks, special-use vehicles, and heavy-duty refuse collection vehicles. Services also include power washing of City-owned trash enclosures, bins and carts upon request.

Salado Enterprises complies with City Ordinance No. 2806, concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities. Salado Enterprises meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of this First Amendment to Agreement No. 9721-22-FN with Salado Enterprises shall not exceed $175,000 for a total new agreement value of $375,000. Sufficient FY23-24 funding is available in the FY2023-24 Environmental Waste Operating Fund budget and the respective departments' FY23-24 operating budgets. Subsequent fiscal years funding is to be requested in the annual budget process, as shown in the table below.

Estimated Spending Plan				
Division	**Account**	**FY 2023-24 (10 months)**	**FY 2024-25 (2 months)**	**Total**
ER	6313630-55030	$130,000	$25,000	$155,000
Citywide	Various Departments	$10,000	$10,000	$20,000
TOTAL		**$140,000**	**$35,000**	**$175,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. 1st Amendment to 9721-22-FN
2. Agreement 9721-22-FN

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Salado Enterprises ("Vendor"). This First Amendment amends the Agreement entered into on September 12, 2022 by City and vendor.

City and Salado Enterprises agree as follows:

1. The date "August 14, 2023" in section (5) of the Cover Page of the Agreement is hereby amended to state: " August 30, 2024"

2. The total agreement amount "$200,000" in section (6) of the Cover Page of the Agreement is hereby amended to state: "Not to Exceed $375,000"

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

SALADO ENTERPRISES

Oliver Salado, President Date

Mireya Chavez, Vice President Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

The City requires the following for any contract:

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

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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: August 15, 2022

(2) Vendor: Salado Enterprises

(3) Services: Citywide Vehicle Mobile Washing and Detailing Services

(4) Schedule of Services:

- See Schedule of Services Exhibit, which is attached hereto and incorporated herein,

(5) Agreement Ending Date: August 14, 2023

(6) Total Agreement Amount: $200,000

(7) City's Project Manager: James Torrez

(8) Vendor's Project Manager: Charles Ortmann

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

X Living wage but not prevailing wages, in which case: Section 20(a) through (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

1163 Commercial Ave, Unit A
Oxnard, CA 93030

Attn: Oliver Salado

FOR CITY:

111 S. Del Norte Blvd
Oxnard, CA 93030

Attn: James Torrez

(12) Contact Emails: saladoenterprises@gmail.com

James.torrez@oxnard.org

VENDOR'S PROJECT MANAGER:

Charles Ortmann

CITY'S PROJECT MANAGER:

James Torrez

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

X Scope of Services Exhibit
X Rates and Costs Exhibit
X Schedule of Services Exhibit
X Living Wage Policy Exhibit
X Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

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

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

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

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

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

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

9/12/2022

☐ John C. Zaragoza, Mayor[1] Date
X Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

ATTEST:

N/A

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

APPROVED AS TO FORM:

9/7/22

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

SALADO ENTERPRISES

Oliver Salado, President[2] Date

Mireya Chavez, Vice President Date

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

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

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

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

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

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
X Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

9/1/22
Stephen M. Fischer, City Attorney (always required) Date

SALADO ENTERPRISES

Oliver Salado, President[2] 09/08/2022 Date

Mireya Chavez 09/08/2022
Mireya Chavez, Vice President Date

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Vendor to provide mobile washing and detailing services of passenger sedans, vans, pickup trucks, heavy-duty vehicles, Police and special use passenger vehicles. Other services to include as needed, power washing of trash enclosures, cleanup of oil or liquid spills within the trash enclosure, power washing of affixed sidewalk containers and as needed detail cleaning of exterior and interior of all vehicles listed upon request. Vendor shall be flexible and proactive in providing services at a high standard of quality. The city may add or modify services as requested to improve such services, whenever feasible, throughout the term of the agreement.

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill the scope of services and to accomplish an acceptable and professional level of service. The City reserves the right to request services as needed.

STANDARD PASSENGER, PICKUP TRUCKS AND SPECIAL USE VEHICLES

Vendor to furnish all labor, equipment and materials to provide hand washing of the full exterior with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants; as well as, the removal of tar/bug-/road grime, tire rims/wheel wells, cleaning of windows, mirrors, gas cap, and door jambs. Interior cleaning shall include: center console, dashboard, door shuts, seats, vacuuming, air freshener, and window/mirror cleaning.

HEAVY-DUTY TRUCKS

Vendor to furnish all labor, equipment and materials to provide vehicle washing services to include the use of a hot water pressure washer, water recovery system, disposal of water, exterior hand wash and brushed, frame degreasing, window cleaning and tire dressings.

Vendor to reimburse City for the cost of damaged or removed vehicle paint and decals that result from pressure washing. Vendor to use "non-damaging" pressure washers on city vehicles.

DEATAILING OF HEAVY-DUTY TRUCKS

Vendor shall furnish all labor, equipment and materials to provide detailing services of heavy –duty trucks to include the cleaning, polishing and protecting of the exterior and interior components of the trucks on an as necessary basis. The exterior components for detailing include vehicle paint, windows, wheels, tires and any other exterior component of the vehicles. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces and any other interior component of the vehicle.

TRASH ENCLOSURES

Vendor shall furnish all labor, equipment and materials to provide trash enclosure washing services which include the use of a hot water pressure washer, disposal of water and oil or liquid spill clean-up (including the removal and replacement of trash containers within the enclosure).
Vendor shall remove dirt/sludge up to five feet in front of the enclosure doors.

CONTAINMENT

Vendor shall prevent wastewater from entering storm drains or any nearby streams. Wastewater shall be collected, contained, and disposed of properly. Vendor shall use a Water Recovery System - Preferably using a containment wash mat for all services performed under this agreement. If the vendor does not treat or recycle its wastewater, approved disposal method shall be the use of a clarifier that is plumbed to the sanitary sewer system (Permits may be required).

EQUIPMENT AND SUPPLIES

Vendor will submit a list of products and their specifications for approval by the Public Works Department prior to their use. Vendor is responsible for supplying Material Safety Data Sheets (MSDS) for any and all cleaning liquids, chemicals, solvents, additives, etc. that the Vendor is using. These will be kept on file for immediate access and updated as needed. The Vendor, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of service.

SUPERVISION

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled cleaning and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her. The supervisory staff must have a minimum of three (3) years' experience in fleet vehicle washing services.

STAFFING

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

EMPLOYEE CONDUCT

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

- Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
- Remove any City property or personal property, equipment, monies, form or any other item from the vehicles.
- Engage in horseplay or loud boisterous behavior.
- Be under the influence of alcohol or drugs.
- Gamble.
- Smoke while working on any vehicle.

EMPLOYEE REMOVAL

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

EMPLOYEE APPEARANCE AND IDENTIFICATION

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

SECURITY

Only authorized employees of the Vendor are allowed in the facilities at any time. All such employees must be working while inside the facilities. Vendor shall be responsible for all keys issued to Vendor. Vendor shall pay City for all lost key(s), and shall pay for all vehicle(s) re-keying necessary due to the lost key, as determined by City.

PROPERTY DAMAGE

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

POLICE DEPARTMENT VEHICLES

CRIMINAL HISTORY BACKGROUND CHECKS FOR ALL VENDOR EMPLOYEES

The Vendor will comply with required employee background checks as follows:

All vendor employees with access to the police department property and/or equipment will submit fingerprints for criminal history clearance at the Oxnard Police Department Records Division.

Police Department will cover all costs associated with eight (8) employee criminal history checks.

Costs for subsequent background checks (approximately $32.00 for each employee fingerprinted) will be charged to Vendor directly.

Employees who successfully pass the background check will be photographed and an "authorized contract employee" identification card will be issued.

The identification card must be worn and must be visible at all times when the employee is on City of Oxnard grounds and/or servicing Department vehicles.

Identification cards must be surrendered upon demand.

Criminal history information is confidential and cannot be shared with Vendor.

The Police Department has sole authority to authorize or reject Vendor employees at any time based upon previous, current, or future criminal history information.

Vendor shall comply with City Ordinance No. 2806 concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities.

RATES AND COSTS EXHIBIT

The vendor agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by the contract documents.

Cost List

Vehicle Type	Service Type	Price per Service
PASSENGER VEHICLES, SUV & PICKUP TRUCKS		
Auto Passenger Car (Sedan)	Interior & Exterior Cleaning:	**$ 25.00 ea**
Auto Passenger Car (Sedan)	**Interior & Exterior Detailing**	**$ 225.00 ea**
Pickup Trucks	Interior & Exterior Cleaning:	**$ 35.00 ea**
Pickup Trucks	**Interior & Exterior Detailing**	**$ 315.00 ea**
SUV'S & Vans	Interior & Exterior Cleaning:	**$ 45.00 ea**
SUV'S & Vans	**Interior & Exterior Detailing**	**$ 315.00 ea**
SPECIAL USE TRUCKS		
Sidelift Dump Truck	Interior & Exterior Cleaning	**$ 75.00 ea**
Sidelift Dump Truck	**Interior & Exterior Detailing**	**$ 495.00 ea**
Flatebeds	Interior & Exterior Cleaning	**$ 55.00 ea**
Flatebeds	**Interior & Exterior Detailing**	**$ 405.00 ea**
Aerial Lift	Interior & Exterior Cleaning	**$ 45.00 ea**
Aerial Lift	**Interior & Exterior Detailing**	**$ 495.00 ea**
CCTV Truck	Interior & Exterior Cleaning	**$ 75.00 ea**
CCTV Truck	**Interior & Exterior Detailing**	**$ 495.00 ea**
Crane Truck	Interior & Exterior Cleaning	**$ 65.00 ea**
Crane Truck	**Interior & Exterior Detailing**	**$ 540.0 ea**
Vactor Trucks	Interior & Exterior Cleaning:	**$ 65.00 ea**
Vactor Trucks	**Interior & Exterior Detailing**	**$ 540.00 ea**
Vacuum Trucks	Interior & Exterior Cleaning:	**$ 65.00 ea**

Vacuum Trucks	**Interior & Exterior Detailing**	**$ 540.00 ea**
Heavy Duty Trucks		
Residential Side Loader	Interior & Exterior Cleaning:	**$ 75.00 ea**
Residential Side Loader	**Interior & Exterior Detailing**	**$ 495.00 ea**
Commercial Front-End loader	Interior & Exterior Cleaning:	**$ 60.00 ea**
Commercial Front-End loader	**Interior & Exterior Detailing**	**$ 495.00 ea**
Industrial Roll Off	Interior & Exterior Cleaning:	**$ 50.00 ea**
Industrial Roll Off	**Interior & Exterior Detailing**	**$ 495.00 ea**
Transfer Tractor	Interior & Exterior Cleaning:	**$ 45.00 ea**
Transfer Tractor	**Interior & Exterior Detailing**	**$ 405.00 ea**
Transfer Trailer	Interior & Exterior Cleaning:	**$ 65.00 ea**
Transfer Trailer	**Interior & Exterior Detailing**	**$ 450.00 ea**
Trash Enclosures Power Wash	Power Wash	**$ 175.00 ea**
Trash Enclosure	Oil or Liquid Spill Clean-Up	**$ 195.00 ea**
POLICE VEHICLES		
Black & White Crown Victoria & Standard Pick-Ups	Interior & Exterior Cleaning:	**$ 30.00 ea**
Black & White Crown Victoria & Standard Pick-Ups	**Interior & Exterior Detailing**	**$ 255.00 ea**
Black & White Ford Explorer & Chevy Tahoe 4x4	Interior & Exterior Cleaning:	**$ 45.00 ea**
Black & White Ford Explorer & Chevy Tahoe 4x4	**Interior & Exterior Detailing**	**$ 265.00 ea**
Unmarked Grand Marquis, Ford Fusions, Ford Explorers, & Ford Escapes	Interior & Exterior Cleaning:	**$ 45.00 ea**
Unmarked Grand Marquis, Ford Fusions, Ford Explorers, & Ford Escapes	**Interior & Exterior Detailing**	**$ 265.00 ea**
SWAT Truck	Interior & Exterior Cleaning:	**$ 70.00 ea**
SWAT Truck	**Interior & Exterior Detailing**	**$ 495.00 ea**
Mobile Command Post	Interior & Exterior Cleaning:	**$ 110.00 ea**
Mobile Command Post	**Interior & Exterior Detailing**	**$ 540.00 ea**

Armored Car	Interior & Exterior Cleaning:	**$ 85.00**
Armored Car	**Interior & Exterior Detailing**	**$ 540.00**

***Detailing of all vehicles will be on an as-needed basis.**

SCHEDULE OF SERVICES EXHIBIT

The work schedule will be determined with each Division Manager. The work schedule shall include the number of employees and their scheduled hours each day throughout the week.

For all services required, the Vendor will be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to wash and clean vehicles, trash enclosures and containers.

Location of City Departments and frequency:

Department	Location	Schedule & Hours
Environmental Resources	111 S. Del Norte Blvd	Frequency: Weekly Schedule to be determined by department
Fleet Services	1060 Pacific Ave, Bldg 1	Frequency: On-call/As needed Schedule to be determined by department
General Services	1060 Pacific Ave, Bldg 3	Frequency: On-call/As needed On-call/As needed
Police* (Location #1)	251 S. C Street	Frequency: Weekly Wednesdays 8:00 a.m. - 9:00 a.m. ***Saturday, only if Wednesday is cancelled due to weather - beginning at 9:00 a.m.***
Police Annex (Location #2)	3001 Sturgis Road	Frequency: Weekly Tuesdays 8:30 – 10:30 a.m.
Code Compliance*	214 S. C Street	Frequency: On-call/As needed To be determined by department
Water Division	251 S. Hayes Ave.	Frequency: On-call/As needed To be determined by department

***Vehicles may be located in City's parking structure located at the corner of Third & B Street.**

INSURANCE EXHIBIT

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$18.22 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: July 5, 2023

TO: City Council

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

SUBJECT: Purchase Order with Safety Network Traffic Signs, Inc. for Finished Street Signs.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Manager to execute a Purchase Order with Safety Network Traffic Signs, Inc. for finished street signs in the amount not to exceed $750,000 for a five-year term ending on June 30, 2028.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard Public Works Streets Division (Streets Division) installs and maintains City traffic signs. There is an inventory of more than 20,000 traffic signs, including regulatory, warning, guidance and informational signs within the City. Some examples of signs include stops signs, street name signs, speed limit signs, no parking signs, and informational signs to help with navigation. The signs comply with the directions for standards developed by the Federal Highway Administration (FHWA) in the Manual for Uniform Traffic Control Devices (MUTCD). The MUTCD contains national design, application, placement standards, and guidance (e.g. reflectivity requirements) for all traffic control devices, such as signs, signals, and pavement markings. These devices regulate, warn, and guide road users along City streets. Traffic control devices are important because they optimize traffic performance, promote uniformity nationwide, and help enhance safety.

DISCUSSION

Public Works has a small sign shop at the Corporation Yard where staff assembles, cleans and reuses traffic signs. However, the volume of signs needed in any given year and the complexity of some of the regulatory traffic signs require the assistance of a commercial vendor to manufacture. As such, the Streets Division has utilized a commercial sign vendor to manufacture traffic signs for more than thirty years. This Fiscal Year 2022-2023, as of May, the Streets Division has repaired and installed approximately 2,491 traffic signs within the City limits.

On February 21, 2023, the City issued a Request for Bid (RFB) PW 23-87 on Public Purchase for the purchase and delivery of traffic signs. The RFB closed on March 22, 2023, and six bids were received. The lowest bidder was Safety Network Traffic Signs, Inc.

Table 1. RFB PW 23-87 Finished Street Signs

BIDDER	BID AMOUNT
Safety Network Traffic Signs, Inc.	$175,463.10
Safeway Sign Company	$217,539.50
Zumar Industries	$232,961.50

Maneri Sign Company	$261,335.60
Square Signs, LLC	$293,240.00
Main Street Signs	$523,774.00

Staff has confirmed that Safety Network Traffic Signs, Inc. meets all required provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that Safety Network Traffic Signs, Inc. is capable of satisfactorily performing the requested services.

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

The total cost with Safety Network Traffic Signs, Inc., shall not exceed $750,000 over a five-year term for the purchase and delivery of finished street signs. The annual estimated spending plan for this Purchase Order is $150,000 starting July 1, 2023 and will be funded from available appropriations in the General Fund Streets Division. There is sufficient FY2023-24 General Fund operating budget and subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan						
	FY 2023-24	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**Total**
Streets Maintenance	$150,000	$150,000	$150,000	$150,000	$150,000	**$750,000**

For Finance Use Only: General Fund (Org. 1013401 Obj. 52400)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Philip Schwieder, Streets Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Rate Sheet

SAFETY NETWORK TRAFFIC SIGNS

RATE SHEET

Finished Street Signs with 1160A Premium Anti-Graffiti	Approximate Quantity	Unit of Measure	Diamond Grade Type 11 Florescent Colors	Diamond Grade Type 11 Standard Colors	High Intensity Grade Type 4 Prismatic	Engineer Grade Type 1
Aluminum .125 72" x 18"	100	each	$ 87.00 unit	$ 95.08 unit	$ 83.08 unit	$ 82.08 unit
Aluminum .080 30" x 30"	100	each	$ 55.37 unit	$ 54.53 unit	$ 46.20 unit	$ 45.51 unit
Aluminum .080 24" x 24"	100	each	$ 35.43 unit	$ 34.90 unit	$ 29.57 unit	$ 29.12 unit
Extruded Blade 30" x 9"	100	each	$ 34.00 unit	$ 40.84 unit	$ 37.56 unit	$ 32.70 unit
Extruded Blade 36" x 9"	100	each	$ 40.00 unit	$ 48.78 unit	$ 44.83 unit	$ 39.03 unit
Extruded Blade 42" x 9"	100	each	$ 47.00 unit	$ 56.90 unit	$ 52.29 unit	$ 45.53 unit
Extruded Blade 48" x 9"	100	each	$ 53.00 unit	$ 65.03 unit	$ 59.76 unit	$ 52.03 unit
Flat Blade 32" x 6"	100	each	$ 19.00 unit	$ 20.68 unit	$ 17.11 unit	$ 16.81 unit
Special Flat Blade 31" x 6" (Hump 11 3/4") 6"	100	each	$ 23.00 unit	$ 24.20 unit	$ 20.73 unit	$ 20.45 unit

Hardware/Accessories	Approximate Quantity	Unit of Measure	Unit Price
3/8 ALUMINUM DRIVE RIVET W/FIBER WASHER	100	each	$0.58
5/8" X 100' SS BANDING .030 GREEN	10	per roll	$51.11
5/8" BAND-IT STAINLESS STEEL BUCKLE	100	each	$0.49
SS STRAIGHT LEG BRKT W/BOLT	100	each	$2.17
CANTILEVER ARM SUPPORT 30" LONG	100	each	$38.89
2-1/4" X 2-1/4" X 30" 12GA PERF ANCHOR	100	each	$11.46
2" X 2" X 10' 14GA PERF TUBE	100	each	$32.14
2" X 2" X 12' 14GA PERF TUBE	100	each	$38.57
2" SCUB BRACKET	100	each	$1.84
U-BOLT FOR 2" SCUB BRACKETS	100	each	$0.89
CAP FOR 2" RD OR SQ EXTRUDED BLADE	100	each	$4.45
90-DEGREE CROSS PIECE FOR EXTRUDED	100	each	$4.45
WING BRACKET FOR 9" EXTRUDED BLADE	100	each	$7.78
WING BRACKET FOR 9" FLAT BLADE	100	each	$7.78
CAP FOR 2" RD OR SQ FLAT BLADE	100	each	$4.45
90-DEGREE CROSS PIECE FOR FLAT	100	each	$4.45

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: July 5, 2023

TO: City Council

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

SUBJECT: Audit Services with Eadie & Payne, LLP for the City's Golf Operations Audit.

RECOMMENDATION

That the City Council approve an amount not to exceed $20,000 for Eadie & Payne, LLP to perform an audit of the City's golf operations.

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

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club that is under the supervision of the Public Works Department and managed by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") beginning July 1, 2019 and will expire on June 30, 2024. The golf operations have been profitable during AGC's management and for FY 2022-23; both golf courses are projecting combined revenues of $5.9 million with expenditures of $4.9 million. Included in the golf operations are food and beverage services, meeting and event rental, golf instruction, and merchandise sales.

DISCUSSION

AGC has been managing the golf operations for four years. The Golf Course Agreement with AGC includes a provision for an audit. Section 6.9 of the Agreement states, "Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility." Staff has requested an audit per this section of the Agreement.

Therefore, in April of 2023, City staff solicited proposals from qualified firms to perform an audit of the Golf Operations. Eadie & Payne was the only firm to submit a proposal. Since Eadie and Payne, LLP is currently providing consulting services for the Finance Department, staff is confident in their ability to audit the golf operations. In accordance with section 6.9 of the Golf Management Agreement, City staff (representing Owner) has selected Eadie & Payne to be the firm that AGC (Manager) hires to perform the audit. The audit will be paid as an operating expense by the golf operations under management of AGC.

In compliance with the City's purchasing ordinance for all vendors who exceed $200,000 per year for contract services, staff is bringing this item to City Council for approval. Since this proposed contract for $20,000 will be paid by the golf operations, but would cumulatively put Eadie & Payne over the City's $200,000 threshold, the approval of this action is recommended for consistency with the intent of the City's procurement procedures.

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

The total cost for the audit of the City's golf operations with Eadie & Payne shall not exceed $20,000 and sufficient appropriations are included in the FY 2023-24 proposed budget within the Golf operating Fund. There is no impact to the General Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Proposal - 2023 Golf Course Operations Audit

EADIE PAYNE LLP

Proposal

CITY OF OXNARD
2023 Golf Course Operations Audit

MAY 18, 2023

PREPARED BY

EadiePayne
3880 Lemon St., Suite 300
Riverside, CA 92501

POINTS OF CONTACT

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expect quality

WWW.EADIEPAYENLLP.COM

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P.O. Box 1529
Riverside, CA 92502-1529

951-241-7800

www.eadiepaynellp.com

May 18, 2023

Jennifer Yates
City of Oxnard
Jennifer.yates@oxnard.org

RE: 2023 GOLF COURSE OPERATIONS AUDIT

Dear Ms. Yates,

On behalf of Eadie and Payne, LLP (EadiePayne), we are enthusiastic about the opportunity to continue to serve the City Council, Oxnard management team, and Oxnard community.

EadiePayne has worked together with the City on many challenges that have transpired over the last eight years. We are pleased to have been part of the City's success to increase transparency, improve internal controls, and build trust. We want to continue working with the City through the 2023 Golf Course Operations Audit.

We understand that the City-owned municipal golf course is operated by American Golf Corporation since July 2019. While the golf course operations have been profitable since then, the City seeks to evaluate AGC's compliance with the terms of the contract and ensure that all revenue is properly accounted for, recorded and received by the City. We applaud the City for its efforts to hold the contractor accountable.

We believe EadiePayne is the best qualified firm to assist the City in this project:

1) We are aware of the history the City has had in the operations of the municipal golf course. In 2015, we reported deficiencies in the City's contract with the previous operator, resulting in non-renewal of that contract.
2) Our team is familiar with the City's policies and procedures, having been involved in the past in identifying internal control issues and recommending solutions that worked. We base our recommendations on the City's internal and external conditions and co-develop them with City personnel, ensuring success in the implementation.
3) We draw upon our experience with a diverse set of clients, not only government agencies. EadiePayne has had experience auditing governmental agencies that operated municipal golf courses. Our firm has audited and provided other services to private golf course operations as well. The diversity of our auditing and other accounting related services with private companies as well as government agencies give us a well-rounded perspective on this project.

We are committed to meet your expected completion date of September 30, 2023.

We appreciate the opportunity to share our credentials and look forward to working with you and your team on this audit.

Sincerely,

Brandon Ferrell, Partner
Office: 951-241-7814 | Mobile: 909-767-3011
bferrell@eadiepaynellp.com

Eden C. Casareno, Partner
Office: 951-241-7805 | Mobile: 909-809-7662
ecasareno@eadiepaynellp.com

References

City of Compton 2014 - Present Sharon Rahban, Controller (310) 801-4588 | srahban@comptoncity.org 205 S. Willowbrook Avenue, Compton, CA 90220	Financial audits; single audits; preparation of GAAP financial statements; assistance with GASB 68 & 75; assistance with corrective action plan; agreed-upon procedures for Federal Transit Administration requirement; involvement with bond disclosures and issuance
Inland Empire Resource Conservation District 2017 - Present Mandy Parkes, District Manager (909) 799-7407 | mparkes@iercd.org 25864-K Business Center Drive, Redlands, CA 92374	Financial audits, preparation of GAAP financial statements
Twentynine Palms Water District 2018 - Present Matt Shragge, General Manager (760) 367-7546 | mshragge@29palmswater.org Cindy Byerrum, Outside Accountant (909) 204-8858 | cbyerrum@eidebailly.com 72401 Hatch Road, Twentynine Palms, CA 92277	Financial audits, preparation of GAAP financial statements, assistance with implementation of GASB 87, and SCO report preparation
Riverside County Regional Park and Open Space District 2022 - Present Michael Alferez (951) 539-6064 | mvalferez@rivco.org 4600 Crestmore Rd., Jurupa Valley, CA 92509	Financial audits, preparation of GAAP financial statements, and SCO report preparation

Approach to the Engagement

We plan to conduct an Agreed-Upon Procedures engagement (AUP) in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 19. We believe an AUP is best suited to this type of engagement because we will be able to co-develop with the City the procedures we will conduct during the course of the engagement. This will also allow us to focus on certain transactions that are important to you (such as compliance with contract requirements and revenue transactions).

> Agreed Upon Procedures (AUP) is a type of engagement in which an independent auditor performs specific procedures agreed upon with the client. These procedures are designed to meet the client's particular needs and are tailored to address specific areas of concern.

Taking your recommended methodology into consideration, below is our planned procedures, along with the staff level required and estimated time needed:

Procedure**	Staff	Estimated Hours
Kick-off meeting with City and AGC.	Partner/Manager	1
Review Contract between City and American Golf. *Document relevant provisions.*	Partner/Manager	1
Review City policies, organization chart, procedures and directives related to Golf Operations. *Document relevant information.*	Partner/Manager	1
Review American Golf policies, organization chart, procedures and directives related to Golf Operations. *Document relevant information.*	Manager/Senior	2
Observe and document relevant Pro Shop and Restaurant Operations. Conduct Interviews with Golf Operations management at the course (American Golf), including Pro shop, Restaurant, Maintenance and Other employees as necessary (total of 5 individuals). Review and document compliance to best practice internal controls related to all sales transactions at the Golf Course. *We will conduct the observation, interviews and walkthroughs at the same time. Document all procedures performed and results of procedures.*	Manager/Senior	14
Conduct interviews with City Public Works administrative staff, and any other City staff as necessary. *We will conduct interviews with Finance Department staff as well.*	Manager	5
Review and confirm and sales transactions, including conducting Cash Audits including register counts and golfer tee sheet audits to satisfaction that all appropriate fees have been charged correctly. Analyze Point of Sale used at the Golf Course, identifying any issues regarding security or integrity of the information contained within the system. *We will select a sample of sales transactions and examine supporting documentation, tracing the transaction from Point of Sale to bank deposits, general ledger posting and reporting to the City. We will also conduct surprise cash counts.* *Depending on the condition of accounting records, we may utilize Data Analytics to compare POS data with general ledger posting and bank deposits.*	Senior/Staff	20

Approach to the Engagement (continued)

Procedure**	Staff	Estimated Hours
Examine revenue and expense summaries, bank information and City General Ledger reports to identify accurate reporting of revenues and expenses to the City. *Analyze the revenues and expenses recorded by the City, tracing to supporting documentation provided by AGC.*	Senior/Staff	8
Determine whether Incentive Management Fee paid to American Golf was adequately supported by American Golf's records and calculated in accordance with the terms of the Contract. *Obtain AGC's records for all months (July 1, 2021 – March 31, 2023), trace to supporting documentation, and recalculate based on contract terms.*	Senior/Staff	8
Determine whether American Golf complied with certain other financial provisions of the Contract, such as timely and accurate reports to the City, market prices for goods and services from American Golf affiliates (if any) and prior written approval of any potential material conflict of interests as to purchases (if any). *Examine reports provided to the City for timeliness and accuracy. Select a sample of purchases to test for pricing, approvals and conflict of interest issues.*	Senior/Staff	10
Prepare and review the AUP report and documentation. Present the report to management and City Council/committee as requested.	Manager/Partner	25

*****Procedures in italics are EadiePayne's proposed procedures.***

Proposed Fee

Our fees are based on the amount of time required at various levels of responsibility and include all expenses such as administration, travel and other costs.

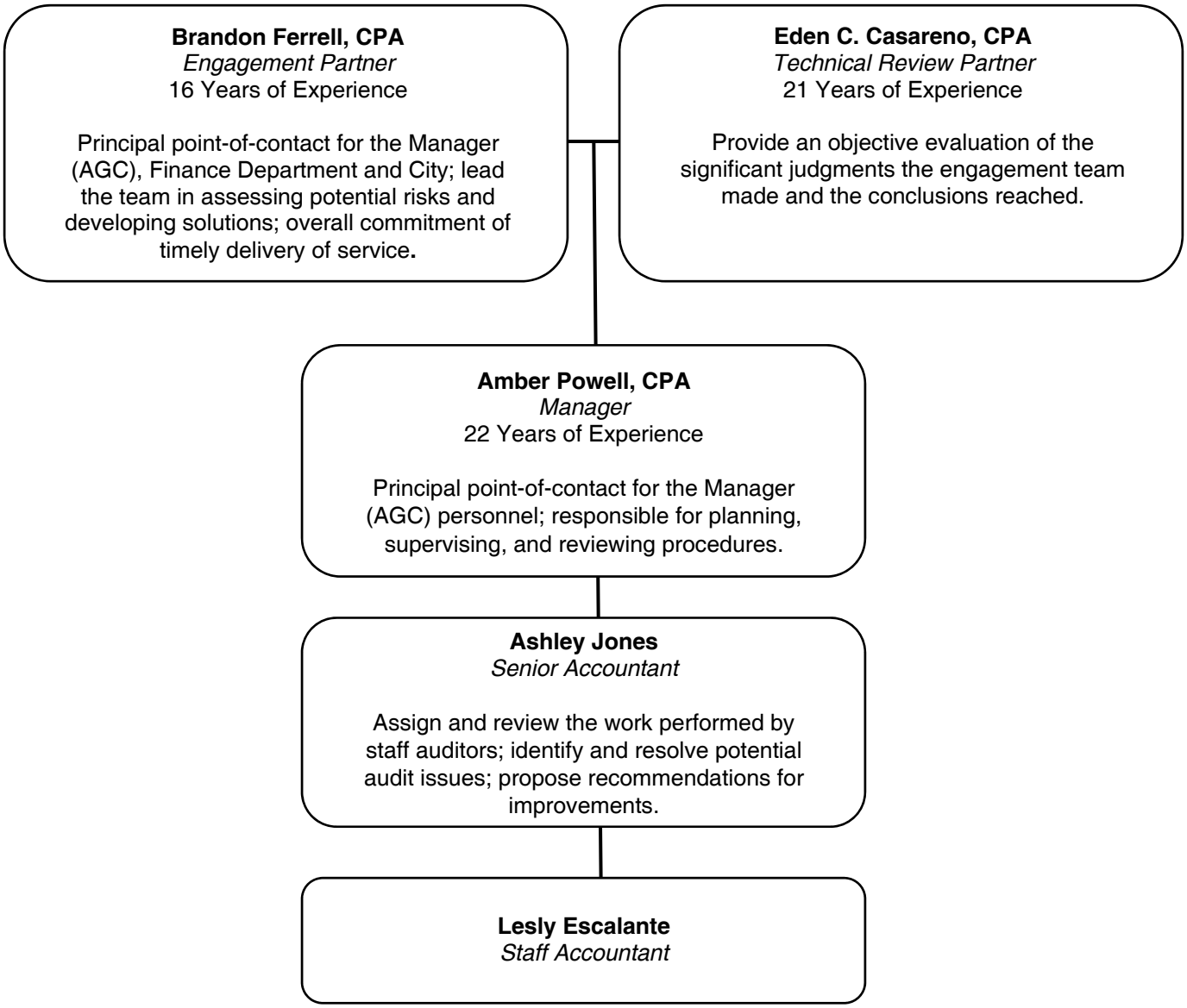
Level of Staff*	Hours	Rate	Fee
Partner	15	$300	$4,500
Manager	30	$250	$7,500
Senior	25	$150	$3,750
Staff	25	$130	$3,250
	95		$19,000
Out of Pocket Expenses			$1,000
Total Fee			**$20,000**

****Please refer to EadiePayne team members' resumes for their qualifications.***

EadiePayne Team

We assembled the following professionals to be the City's engagement team. Their resumes provide information on their government auditing experience, continuing professional education (CPE) and membership in professional organizations.

Key personnel will be available to the extent proposed for the duration of the project. We acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City. All personnel will be available for on-site work activities as needed.



BRANDON FERRELL, CPA

Engagement Partner
Office: 951.241.7814 | Mobile: 909.767.3011| bferrell@eadiepaynellp.com

Mr. Ferrell leads in the planning, organization and execution of attest engagements. He has strong interpersonal, communication, and project management skills, which are necessary to meet your service expectations. Mr. Ferrell is able to apply technical accounting and auditing knowledge to real-life situations of the clients he serves. He is committed to exceeding his clients' expectations by providing quality and timely service in an ever-changing environment.

Mr. Ferrell works closely with management to ensure that EadiePayne is being responsive to the reporting needs within the time frame developed by management. Additionally, Mr. Ferrell performs top level review of project work.

Mr. Ferrell served the following clients:

- Cedarpines Park Mutual Water Company
- City of Compton
- City of Moreno Valley
- City of Oxnard
- City of Riverside
- City of Stockton
- County of Riverside
- Fontana Union Water Company
- Fort Mojave Tribal Utilities Authority
- Hesperia Recreation and Park District
- Inland Empire Latino Lawyers Association Inc
- Inland Empire Resource Conservation District
- Inland Valley Development Agency
- Law Library of San Bernardino County
- Legal Aid Society of San Bernardino, Inc.
- Riverside County Law Library
- Riverside Highland Water Company
- San Bernardino Regional Emergency Training Center
- San Bernardino County Special Districts
- San Gorgonio Pass Water Agency
- Twentynine Palms Water District
- Wrightwood Community Services District

EDUCATION
BS Degree in Business Administration with emphasis in Accounting, University of La Verne
Leaderology Academy, 2019

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants
- Inland Empire Chapter, Director

National Society of Accountants for Cooperatives
- Program Committee

California Special Districts Association
- Fiscal Committee
- Audit Committee

COMMUNITY ORGANIZATIONS
Riverside Chamber of Commerce
- Downtown Council
- Military Affairs Council
- Leadership Riverside Class of 2021

Optimist International

RECENT RELEVANT CPE
CalCPA The CARES Act: How it Impacts Government and Public Agencies: 2021
AICPA Preparing for your Single Audit: 2021
AICPA Compliance Supplement and Single Audit Update: 2021
EP New SAS, SSARS and SSAE: 2021
CalCPA Risk Assessment Compliance Standards: 2021
AICPA Government Audit Quality Center Update: 2022, 2021, 2020, 2019
AICPA CPA Best Practices for Working Remotely: 2020
Wolters Kluwer Government Accounting & Auditing Update: 2022, 2021, 2020
Wolters Kluwer Common Deficiencies: Audits Under Gov't Auditing Standards and the Single Audit Act: 2020, 2021
Wolters Kluwer Government Auditing Standards and Foundations: 2020
EP A&A Matters Related to COVID: 2020
CSMFO Annual Conference 2023, 2022, 2020, 2019
EP GASB 87-Leases: 2020
Wolters Kluwer 2022 Govt Entities and Cyber Fraud
Wolters Kluwer GASB 87 leases one last look 2022

EDEN C. CASARENO, CPA

Technical Review Partner
Office: 951.241.7805 | Mobile: 909.809.7662 | ecasareno@eadiepaynellp.com

Ms. Casareno joined EadiePayne in 2002 as a staff accountant and became a partner in 2009. She was appointed head of attest and governmental services in 2016. She has been the quality control partner since 2019. As head of attest and governmental services, Ms. Casareno leads the EadiePayne team in providing attest and consulting services to cities and municipalities, special districts, JPAs and former redevelopment agencies.

As technical reviewer, Ms. Casareno will act as a second set of eyes to ensure that the engagement has been performed in accordance with Government Auditing Standards, AICPA's attestation standards, and firm policies.

Based on her experience providing similar services to governmental clients, Ms. Casareno offers valuable insight on internal controls, ensuring successful identification of findings and development and implementation of solutions.

Ms. Casareno served the following clients:

- Big Bear Valley Recreation and Park District
- Bloomington Recreation and Park District
- Big Bear Municipal Water District
- City of Compton
- City of Huntington Park
- City of Industry
- City of Montebello
- City of Moreno Valley
- City of Oxnard
- City of Riverside
- City of Stockton
- Community Action Partnership Riverside County
- County of Riverside
- Fort Mojave Tribe / Avi Kwa Ame Farms
- Hesperia Recreation and Park District
- Inland Empire Resource Conservation District
- Inland Valley Development Authority
- Law Library for San Bernardino County
- Orange County Public Law Library
- Riverside County Law Library
- Riverside County Transportation Commission
- San Bernardino County Service Areas
- San Bernardino County Special Districts
- San Gorgonio Pass Water Agency
- Twentynine Palms Water District

EDUCATION
BS Degree in Business Administration, emphasis in Accounting, University of California, Riverside
Leadership Excellence Summit, Brainard Strategy Leadership Academy
Single Audit Certificate – AICPA

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants
California Society of Municipal Finance Officers
California Special Districts Association

RECENT RELEVANT CPE
AICPA Auditor Considerations: The Coronavirus State and Local Fiscal: 2022
Recovery Funds Program: 2022
AICPA 2022 Compliance Supplement and Single Audit Update: 2022
CSMFO Annual Conference: 2023, 2022, 2021
AICPA GAQC Update: 2022, 2021, 2020
AICPA Annual Update for Accountants and Auditors: 2021
CCH 2021 GAAP, GAAS & SSARS Update: 2021
AICPA OMB Compliance Supplement and Covid-19 Audit Implications: 2021
EP GASB 84 & 87: 2021
EP Audit & Accounting Matters Related to Covid-19: 2020
EP GASB 87-Leases: 2020
CCH Common Frauds in Governmental Entities: 2020
CalCPA Government Auditing and Accounting Conference: 2020
AICPA 2020 State and Local Government Audit Planning Considerations: 2020
CSMFO Impact of Covid-19 on Financial Reporting and Single Audit: 2020

AMBER POWELL, CPA

Manager
Office: 951.241.7829 | Mobile: 909.557.3421| apowell@eadiepaynellp.com

Ms. Powell joined EadiePayne as audit manager in 2023. Ms. Powell has served a highly diverse client base with a long history of providing quality audit services for over 20 years. Here at EadiePayne Ms. Powell leads in the planning, organization and execution of attest engagements.

Ms. Powell's audit services include financial, governmental, non-for-profit, and compliance auditing. Beyond audit services Ms. Powell has consulted on strategic planning, operational efficiencies, fund accounting and management.

Ms. Powell's experience allows her to provide exceptions professional judgment, sound and decisive decisions, and strong project management and interpersonal skills.

EDUCATION
BS Degree in Accounting, University of La Verne, La Verne, CA
Licensed Certified Public Accountant
Licensed Certified Global Management Accountant

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

ASHLEY JONES

Senior Accountant
Office: 951.241.7815 | Mobile: 909.809.7064 | ajones@eadiepaynellp.com

Ms. Jones joined EadiePayne in August 2021. She exhibits a strong work ethic and a good understanding of all aspects of GAAP accounting and financial reporting. Since joining EadiePayne, she has provided audit, review and tax services for a diverse set of clients, assisting not only in audit and tax engagements but also forensic and consulting services.

Ms. Jones has been a key team member on the following audits:

- Cal-Bean and Grain Coop Inc.
- Cedarpines Park Mutual Water Company
- City of Compton
- City of Oxnard
- Hesperia Recreation and Park District
- Inland Empire IBEW-NECA Labor Management Cooperation Committee
- Inland Empire Latino Lawyers Association
- Inland Empire Resource Conservation District
- Inland Valley Development Agency
- Legal Aid Society of San Bernardino, Inc.
- Riverside Highland Water Company
- San Bernardino County Special Districts
- Springboard CDFI
- Treatment and Development Inc.
- Twentynine Palms Water District
- Ultimate Internet Access

EDUCATION
BS Degree in Business Administration with emphasis in Finance (Cum Laude), California State University, San Bernardino, CA
MBA Degree in Accounting, California State University, San Bernardino, CA

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

RECENT RELEVANT CPE
Audits of State and Local Government: 2022
Auditing Pension and OPEB (GASB 68 And 75): 2022
GASB 87: 2022
Auditwatch University: Experienced Staff Training: 2022
Accountant's Liability: Balancing Risk and Reward: 2022
How to Become A Rock Star Auditor: 2021
Financial Statement Audits for New Auditors Series: Audit Planning: 2021
Basic Staff Training: Auditing Accounts Receivable & Revenue: 2021
Basic Staff Training: Auditing Accounts Payable: 2021
How Accounting Works and Reporting Guidelines: 2021
Auditing Excel Spreadsheets: 2021
Basic Accounting Procedures: Part I: 2021
Basic Accounting Procedures: Part II: 2021
Basic Staff Training: Audit Fixed Assets: 2021
Auditing Procedures & Practices: Audit Documentation: 2021

LESLY ESCALANTE

Staff Accountant
Office: 951.241.7832 | Mobile: 909.557.8385| lescalante@eadiepaynellp.com

Ms. Escalante joined EadiePayne in May 2022. She has a strong understanding of all aspects of GAAP accounting and financial reporting and has proven to be a key team member in audit and tax engagements where she efficiently performs substantive procedures and effectively communicates important matters to the engagement team. Since joining EadiePayne, she has provided audit, review and tax services for clients ranging from government and not for profit entities, to privately owned businesses and individuals.

Ms. Escalante has been a key team member on the following audits:

- Cal-Bean and Grain Coop Inc.
- Cedarpines Park Mutual Water Company
- City of Compton
- City of Oxnard
- Hesperia Recreation and Park District
- Inland Empire IBEW-NECA Labor Management Cooperation Committee
- Inland Empire Latino Lawyers Association
- Inland Empire Resource Conservation District
- Inland Valley Development Agency
- Legal Aid Society of San Bernardino, Inc.
- Riverside Highland Water Company
- San Bernardino County Special Districts
- Springboard CDFI
- Treatment and Development Inc.
- Twentynine Palms Water District
- Ultimate Internet Access

EDUCATION
Master of Science in Accountancy, and a Bachelor of Arts in Administration with an Accounting concentration, California State University, San Bernardino, CA

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

RECENT RELEVANT CPE
Audits of State and Local Government: 2022
Auditing Pension and OPEB (GASB 68 And 75): 2022
GASB 87: 2022
Auditwatch University: Experienced Staff Training: 2022
Accountant's Liability: Balancing Risk and Reward: 2022
How to Become A Rock Star Auditor: 2021
Financial Statement Audits for New Auditors Series: Audit Planning: 2021
Basic Staff Training: Auditing Accounts Receivable & Revenue: 2021
Basic Staff Training: Auditing Accounts Payable: 2021
How Accounting Works and Reporting Guidelines: 2021
Auditing Excel Spreadsheets: 2021
Basic Accounting Procedures: Part I: 2021
Basic Accounting Procedures: Part II: 2021
Basic Staff Training: Audit Fixed Assets: 2021
Auditing Procedures & Practices: Audit Documentation: 2021

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: July 5, 2023

TO: City Council

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

SUBJECT: Public Project Agreement 32400021 with Best Drilling and Pump, Inc. for Well 20 Rehabilitation Project, Specification No. PW 23-98.

RECOMMENDATION

That the City Council approve and authorize the following for a total of $648,648 in Project funds for the Well 20 Rehabilitation Project, (No. C2401):

1. Execute an Agreement with Best Drilling and Pump, Inc. in the amount of $540,540 for the Project;
2. Authorize a Project contingency amount of $54,054 (10%) with Best Drilling and Pump, Inc. for a total not to exceed value of $594,594 for the Project;
3. A Project allocation amount of $54,054 for engineering, inspection, survey and project management for the Project; and
4. Approve appropriations of $650,000 in fiscal year 2023-24 from the available fund balance in the Water Operating Fund (601) (and the corresponding appropriation and transfer in revenue in the Water Capital Fund 602) for the use of this Project.

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

BACKGROUND

Well 20 was originally drilled and constructed in 1985 using direct circulation rotary drilling method. The well was drilled to 1,126 feet deep with 18-inch steel casing. It has two perforated screen sections for a total length of 400 feet that can draw water from the Lower Aquifer System. It is the only well that draws from the deepest aquifer in the Oxnard Groundwater Basin, that has sufficient water quality, and therefore an important source of water supply for the City.

The well pump and motor was originally designed to have a pumping capacity of 3,000 gallons per minute (gpm) of water with a specific capacity of 54.5 gpm/ft. Southern California Edison efficiency test data collected in March 2021, indicated the well performed at approximately 1,600 gpm flow rate with 59.6 gpm/ft specific capacity. In addition, metal shavings were found in a screen of Well 20 indicating an issue with the pump impellers. It was assessed and determined that a well rehabilitation project will help improve the well production to close to the original design capacity.

The Project scope includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to rehabilitate existing Well 20 using mechanical and chemical technologies.

Capital Improvement Program (CIP) Reference:

Project No. **C2401** – Well 20 Rehabilitation Project PW 23-98- CIP 2022-2027 Mid-cycle Update - Adopted May 2, 2023 – Page N/A.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on April 20, 2023, and all bids were due on May 25, 2023. The City received the following bids:

Best Drilling and Pump, Inc.: $540,540.00
Weber Water Resources, CA, LLC: $578,999.99

The lowest bidder is Best Drilling and Pump, Inc., (Best) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Best 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.

Ensuring access to groundwater is a key component to effective and efficient water operations. Thus, staff recommends that the City Council award the contract for this Project to Best Drilling and Pump, Inc.

In addition to the project award amount of $540,540, Staff recommends authorizing $108,108 for the project, which includes $54,054 for project contingency (10% of the contract costs) and $54,054 for the cost for 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 $648,648.00.

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 Project shall not exceed $648,648 which includes the construction agreement, contingency and project allocation. The Well 20 Rehabilitation Project (No. C2401) was approved by Council on May 2, 2023 during a midyear CIP update report. Staff is requesting to appropriate $650,000 from the available fund balance in the Water Operating Fund (601) [and the corresponding appropriation and transfer into the Water Capital Fund (602)] to fund this project.

For Finance Use Only: Water Operating Fund (Org. 6011001 Obj. 59800) / Water Capital Fund (Org. 6023600) Project C2401

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: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. Agreement 32400021 Best Drilling PW 23-98

CONTRACT

CITY OF OXNARD CONTRACT FOR WELL 20 REHABILITATION PROJECT SPECIFICATION NO. PW 23-98

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2023 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BEST DRILLING AND PUMP, INC. ("Contractor"). Contractor's license number is 826672.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Well 20 Rehabilitation Project Specification No. PW 23-98 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of six hundred forty eight thousand six hundred forty eight dollars ($648,648.00) 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

☐ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

BEST DRILLING AND PUMP, INC.

Connor Harmon, Vice President [2] Date

John Kennedy, Secretary Date

[1] The City Council must authorize and the Mayor must sign any formally bid public project agreement over $200,000. The Mayor may authorize and sign any informally bid public project agreement over $100,000 but up to $200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to $100,000.

[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.

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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 <u>and</u> CG 2037).**

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] 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** [x] 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/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ 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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 ACity@)

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

_____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany 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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WELL 20 REHABILITATION PROJECT SPECIFICATION NO. PW 23-98.

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 _____Dollars ($_____), 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 Surety 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 _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WELL 20 REHABILITATION PROJECT SPECIFICATION NO. PW 23-98.

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 _____ _____Dollars ($_____), 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 Surety 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 5, 2023

TO: City Council

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

SUBJECT: Proposal for Foul Weather Sheltering from the Commission on Homelessness. (10 minutes)

RECOMMENDATION

That City Council determine:

1. If it wishes to create a Foul Weather Shelter Pilot Program; and
2. If the City Council elects to create a Foul Weather Shelter Pilot Program, determine if the funding source will be General Fund or Community Development Block Grant funds.

(The Community Services, Public Safety, Housing and Development Committee approved 3-0.)

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

BACKGROUND

For many years the Cities of Oxnard and Ventura alternated as hosts for a winter warming shelter. This provided overnight shelter for approximately 100 people from December 1st until the end of March. These shelters were located at the armories in each city. In 2019, the City of Oxnard opened a year-round, full time, 110 bed homeless shelter and navigation center which replaced the winter warming shelter.

In Spring 2021, the Commission on Homelessness initiated the Foul Weather Shelter Subcommittee to examine and make recommendations to the City of Oxnard on foul weather sheltering programs. The Subcommittee examined the history of foul weather sheltering within the City of Oxnard and researched other foul weather shelter programs in Ventura County. The subcommittee also met with faith communities and other community partners to determine levels of interest in participating.

DISCUSSION

The Commission on Homelessness established a Foul Weather Shelter Subcommittee to research and explore how best to develop a foul weather shelter program in the City of Oxnard and produced written a proposal detailing their recommendations. In summary, the recommendations from the subcommittee include:

1. Create a partnership between the City of Oxnard and the faith-based community to operate the program;
2. Activate the shelter between the four-month period from December 1 to March 31;
3. Provide up to forty motel rooms during a triggering weather event with priority rooms for those over aged sixty-five and people with health conditions.

Foul weather shelter programs have both benefits and limitations. The benefits of the proposed Foul Weather Sshelter

Program include moving people indoors from the elements. Limitations of it includes that it is very short term and may be difficult to meaningfully engage people to work on housing plans to resolve their homelessness; there is a heavy reliance on donations and volunteers; and the cost including cost for the motel rooms and the staff time to coordinate the program.

The Commission on Homelessness estimates the budget for this proposed program to be $77,000. This budget assumes the foul weather system would be activated ten nights during the four-month period and would encompass up to forty motel rooms per night. The budget includes personnel costs for a portion of Housing Department staff between one-quarter time and one-half time.

If the Council directs the staff to pilot a Foul Weather Sheltering Program, staff recommends that it is piloted for one winter. After such time, staff recommends the program be evaluated based on outcomes and costs. Such an assessment would be presented to the Committee and Council for a recommendation on establishing a more permanent program. The next steps to develop a program include:

1. Staff reaching out to the faith-based groups and community resources the Commission on Homelessness identified to confirm interest and formalize agreements.
2. If faith-based groups and community resources are interested in partnering, finalize agreements.

If Council determines the funding source will be General Fund, staff will return to Council for a $77,000 appropriation and begin the work efforts described above in FY 23-24. The actual start date of the program will depend on when staff can secure committements for and from various community resources. If Council determines the fundign source should be CDBG, the earliest the program could begin is FY 24-25 when the next round of funding is available.

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

If the Council directs staff to further explore the creation of a Foul Weather Piolot Program, staff will return to the Council to request appropriations as necessary. It is estimated that the Foul Weather Shelter Pilot Program would require $77,000 to operate for one season. Potential funding sources are Community Development Block Grants, which would not be available until FY 24-25, or an appropriation from the General Fund which would be available in FY 23-24.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Development Committee approved 3-0 with the recommendation to consider a General Fund appropriation for FY 23-24

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Commission on Homelessness - Foul Weather Shelter Proposal
2. PowerPoint Presentation

Oxnard Commission on Homelessness

Foul Weather Shelter Subcommittee Proposal

Subcommittee members: Alejandro Fregoso, David Littell, Yukio Okano

Background

1) According to the 2020 Point in Time Count, there were 567 homeless people counted. Of this this number, 379 were unsheltered.
2) For many years, Oxnard and Ventura alternated as hosts for a Winter Warming Shelter. This provided overnight shelter for approximately 100 people from December 1st until the end of March. These shelters were located at the armories in each city.
3) In 2019, Oxnard opened a year-round, 24-hour, 110 bed homeless shelter and navigation center. Mercy House was contracted to operate the shelter, also located at the site of the Oxnard armory.
4) In 2020, Ventura opened a year-round, 24-hour, 55 bed homeless shelter. This shelter is also operated by Mercy House.
5) The current Oxnard Shelter and Navigation Center is not considered a permanent location as it is located within the airport flight path.
6) Plans for a permanent shelter are under way in downtown Oxnard at 2nd and B streets near the library. If funding is secured, construction may start in 2022.

Need for a Foul Weather Shelter

1) Although Oxnard has created a 24/7 shelter for 110 people, close to 400 people remain unsheltered on a nightly basis.
2) Being homeless is a known risk factor for illness and death. In 2020, at least 76 homeless people are known to have died in Ventura County.
3) A foul weather shelter is designed to provide temporary night-time shelter to people when severe weather conditions occur. Meals may also be provided.
4) The City of Ventura operated a foul weather shelter last winter. The program involved providing motel rooms for homeless people. Night-time shelter was provided for approximately 20 people when specific weather conditions occurred. This included a predicted rainfall of more than one inch and temperatures less than 40 degrees.
5) The Ventura program was a collaboration between the city and the faith community in that city. Eight churches participated in the program.
6) Discussion with Meredith Hart, the Safe & Clean Manager for Ventura, and Pastor Jim Duran of River Community Church indicated that the Ventura program was considered to be successful and cost-effective. Ventura is planning to repeat the program this winter.
7) The Oxnard Foul Weather Shelter subcommittee believes Oxnard could benefit from a foul weather shelter program as well to provide services to at least a portion of the 400 homeless residents who remain unsheltered.

The Foul Weather Shelter Proposal

1) The Foul Weather Shelter subcommittee recommends that the City of Oxnard create a foul weather shelter program using the Ventura program as a model of best practices. Specific practices used in Ventura may be modified to reflect differences in each city's resources.

2) The foul weather season is defined as from December 1, 2021, to March 31, 2022.
3) The proposed plan is designed to be a collaboration between the city of Oxnard and the faith community and other community-based resources.
4) Adverse weather conditions would trigger activation of the plan, which involves providing motel rooms for homeless people. The proposal recommends providing 30 to 40 motel rooms. Funding for the program will come from grants for homelessness services (e.g., Community Development Block Grants (CDBG)).
5) Local churches and other resources would provide support by providing meals for the program participants. They would also help put together "stay warm packs" for those homeless people who may not qualify for the program or if there are not enough motel rooms available.
6) Priority for rooms will be to those over age 65 and people with health conditions. Remaining rooms will be made available on a first-come, first-served basis.
7) For those who will not get a room, a stay warm pack" will be provided. This pack will include items such as a blanket, socks, and a coat and/or rain poncho.
8) Basic procedures
    a) The Foul Weather Shelter program will be activated when pre-determined weather conditions are predicted to occur. These conditions will be determined in coordination with the City of Ventura's program to avoid confusion. Although specific conditions of >1 inch of rain and <40 degrees temperature were used by Ventura last year, these triggering criteria are subject to change.
    b) The homeless coordinators for each city (Meredith Hart for Ventura, Jessica Petrillo for Oxnard) will monitor the weather and activate the program in coordination. No less than 48 hours of advance notice will be given to the homeless community.
    c) Interested participants will be asked to appear at a designated community location (likely a church or other community resource) at a specific time in the afternoon/early evening.
    d) Participants will be screened and triaged by social service workers (from local agencies).
    e) Those qualifying for rooms will be transported to local motels.
    f) Dinner and breakfast the following morning will be provided. Participants will be expected to check out at the standard time.
    g) Security staff will be hired to ensure safety for participants.
    h) As previously noted, details for the Foul Weather Shelter program will reflect available resources.

Status of Planning and Needs

1) The Foul Weather Shelter subcommittee met with Meredith Hart and Pastor Jim Duran to better understand how their program operated. In addition, the subcommittee has reached out to the faith community and other resources in Oxnard to evaluate the level of interest in a foul weather shelter program for Oxnard.
2) Preliminary contact indicates there is great community interest in working with the City of Oxnard for a winter Foul Weather Shelter program. Rev. Melissa Campbell-Langdell of All Saints Episcopal Church has secured varying levels of support from the Garden Church, City View Worship, New Life, and Our Redeemer Lutheran Churches. Shelter Care Resources, a nonprofit in Oxnard, is also eager to provide support. The Foul Weather Shelter

subcommittee will be meeting with the Oxnard Interfaith Council on 10/08 to present the plan and secure additional interest in participation.

3) The Foul Weather Shelter subcommittee has also met with Karl Lawson and Jessica Petrillo of the Oxnard Housing Department to better understand the process of presenting the plan to the Oxnard City Council. If the proposal is approved by the full Commission on Homelessness, it will be presented to the City Council Community Services, Public Safety, Housing, & Development Subcommittee.

4) Funding: The Foul Weather Shelter subcommittee believes that CDBG funding may be an appropriate source of funds for this project. In addition, 501 c3 community partners may help provide additional financial assistance. Other sources of funding may also be available.

We believe there is already sufficient community support to make the proposed Foul Weather Shelter project viable. The Foul Weather Shelter subcommittee therefore presents the following proposal for approval by the full Oxnard Commission on Homelessness:

The Foul Weather Shelter Subcommittee of the Oxnard Commission on Homelessness requests that the full Commission approve and recommend the implementation of a foul weather shelter program for the City of Oxnard this winter season. Such a program would follow the basic model used by the City of Ventura and would be coordinated with that city's program.

Document prepared by Yukio Okano

Proposal for Foul Weather Sheltering from the Commission on Homelessness

Emilio Ramirez, Director
Housing Department

City Council
July 5, 2023

CITY OF OXNARD CALIFORNIA

Background

1. A “Foul Weather Sheltering System” is designed to provide temporary night-time shelter to people when severe weather conditions occur, targeting those who are not housed in some other sort of shelter during those weather events.
2. The Foul Weather Shelter System can be activated when pre-determined weather conditions are predicted to occur (1 inch of rain or temperatures below forty degrees Fahrenheit)

Proposal from the Commission on Homelessness

1. Coordination with Ventura's program in order to achieve uniformity
2. Staff will monitor the weather and activate with a forty-eight hour notice
3. Participants will be screened and triaged by social service workers
4. After intake a participant will sign a participation agreement and directed to a pre-procured motel room
5. Those qualifying for rooms will be transported to local motels
6. A hot evening meal and breakfast the following morning will be provided
7. Participants will be expected to check out at the standard time.
8. Security staff will be hired to ensure safety and client compliance
9. Staff will procure motel rooms, meals, transportation, and security

Proposed Budget

The Homeless Commission estimates an annual operating budget of $77,000 assuming ten nights with forty motels rooms between December and March

$50,000	Rental of motel rooms
$5,000	Security
$1,000	Preparation and delivery of evening hot meal
$3,000	Transportation
$18,000	Program Administration

Potential Next Steps

If Council directs staff to further explore the creation of a Foul Weather Shelter Program, the next steps to develop a program include:

1. Staff reaching out to the faith-based groups and community resources the Commission on Homelessness identified to confirm interest and formalize agreements.
2. If faith-based groups and community resources are interested in partnering, finalize agreements.
3. Identify a funding source for Fiscal Year 2024-2025.

If Council directs the staff to pilot a Foul Weather Sheltering Program, staff recommends that it is piloted for one winter. After that winter staff recommends the program be evaluated based out outcomes and costs.

Committee Recommendation

The Community Services, Public Safety, Housing and Development Committee approved 3-0 with the recommendation to consider a General Fund appropriation for FY 23-24.

Recommendation

That City Council:

1. If it wishes to create a Foul Weather Shelter Pilot Program;
2. If the City Council elects to create a Foul Weather Shelter Pilot Program, determine if the funding source will be General Fund or Community Development Block Grant funds.

CITY OF
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CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.2

DATE: July 5, 2023

TO: City Council

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

SUBJECT: Sixth Amendment to Agreement A-8094 with WKE, Inc., Union Pacific Railroad Public Highway Overpass Agreement A-8257, and Resolution for Section 190 Grade Separation Program funding for Rice Avenue at Fifth Street/State Route 34 Grade Separation. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the execution of a Sixth Amendment with WKE, Inc. in the amount of $376,898.07, for a new not to exceed contract value of $9,877,855.25 to complete the Plans, Specifications and Estimates for the Rice Avenue at Fifth Street/State Route 34 Grade Separation, Project No. C1301/133101;
2. Approve and authorize the Mayor to execute the Union Pacific Railroad Public Highway Overpass State Agreement No. 07R292, upon receipt from Caltrans; and
3. Adopt a resolution authorizing the City Manager to file an application request to the Department of Transportation for Section 190 Grade Separation Program funds.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/TcjYA6JzZKo

BACKGROUND

The Rice Avenue at Fifth Street Grade Separation (Project) will construct a new six-lane bridge on Rice Avenue in order to grade-separate the Fifth Street/State Route 34 intersection and railroad crossing. The new facility will be aligned approximately 250-feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The Project will include a connector road, two new traffic signals, traffic signal improvements at Sturgis Road, Class II on-street bicycle lanes, sidewalks, and ADA improvements. The California Public Utilities Commission prioritizes this Project on the Grade Separation Priority List as it will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing. The Project will also relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

Capital Improvement Program (CIP) Reference:

Project No. **C1301/133101** - Rice Avenue & Fifth Street Railroad Grade Separation - CIP 2022-2027 - Adopted May 3, 2022 – Page 70.

DISCUSSION

1. Sixth Amendment with WKE, Inc., Agreement A-8094
City Council approved Agreement A-8094 with WKE, Inc. on July 24, 2018, and five subsequent Amendments to provide Plans, Specifications and Estimates (PS&E) for the Project.

Agreement A-8094	July 24, 2018	$5,362,125.51
First Amendment	June 4, 2019	$490,074.77
Second Amendment-realignment design	April 21, 2020	$3,056,880.66
Third Amendment	July 5, 2021	$96,316.76
Fourth Amendment-time extension only	November 15, 2021	$0
Fifth Amendment	May 3, 2022	$495,559.48
Sixth Amendment *(proposed)*	July 5, 2023	$376,898.07
Total		**$9,877,855.25**

A detailed scope of work for the Sixth Amendment is described in Exhibit A-4 of the amendment agreement. In general, the additional work is associated with new requests from Caltrans, work associated with rights-of-way acquisition, and documentation for possible additional funding. Some of this additional work is anticipated to save costs during construction. Below is a brief justification of tasks necessary to complete PS&E, Right-of-Way engineering, and prepare the Project to be bid for construction.

Task 1 – Additional Appraisal Reports:
Caltrans Headquarters requested additional appraisal reports and independent appraisal reviews for the more complex parcel acquisitions located on the east side of the existing Rice Avenue.

Task 2 – Newly Acquired Oil Well Work:
Additional engineering is necessary to propose a reasonable, practical, and safe procedure for re-abandonment of oil wells. This design will result in an estimated $500,000 of cost savings and accelerate the schedule for this work during construction.

Task 3 – Newly Acquired Property Hazardous Material Investigations:
Caltrans concluded, during property acquisition of the southeast parcel, that it would benefit the construction schedule for the project contractor to remove the existing structures as part of the construction contract, as opposed to the property owner removing structures. As a result, testing for hazardous materials during the PS&E phase minimizes potential claims and change orders during construction.

Task 4 – New $15m Grant Application:
Caltrans and the Ventura County Transportation Commission are nominating Rice Avenue Grade Separation for State program grants in the event that the construction bids come in higher than the current estimate. The consultant is providing calculations, traffic values, and background narrative on the Project.

Task 5 – Construction Savings via Groundwater Discharge Capacity Analysis:
This study will determine the maximum capacity of the City's Sewer System to accept groundwater from the project site, and evaluate potential impacts of the groundwater discharge to the Oxnard Wastewater Treatment Plant (OWTP). The construction cost savings to discharge using this method is estimated at $300,000.

Task 6 – Renew Caltrans Section 190 Grade Separation Program Funding Application:
To continue eligibility for $5,000,000 of Section 190 Grade Separation Program funding, the consultant will prepare the application to remain on the priority list for FY 2024-2025 and FY 2025-2026. The application is required to be submitted by October 1, 2023.

Task 7 – Anticipated Construction Management Changes to Design (as needed):
The city expects to advertise for and retain a construction management firm in the coming months. Should the firm recommend clarifications on the specifications prior to bidding the Project, this task will cover necessary work to incorporate those revisions in the design documents. This work will be performed on an as-needed basis.

Task 8 – Newly Acquired Stockpile Material:

The consultant will prepare PS&E to have stockpile soil removed on the northeast parcels, for the beneficial use of the Project, under separate contract prior to construction, which will provide the accessibility required for Southern California Edison to relocate power poles.

Task 9 –Ready-To-List for Bid, Management and Administration:
The consultant will assist Staff to merge Caltrans and City requirements for a ready-to-list bid package. This task also provides for the management and administration of additional right of way support requested by Caltrans including additional survey and expanded exhibits.

2. Draft Union Pacific Railroad Public Highway Overpass Agreement A-8257
A Public Highway Overpass Agreement is required between the Union Pacific Railroad Company (UPRR), the City of Oxnard, and Caltrans to acquire the right of way necessary for the new bridge structure and to close the existing railroad crossing. Caltrans takes the lead in preparing the agreement, exhibits, and facilitates negotiations.

Negotiations are necessary for the acquisition of aerial and temporary construction easements identified in Section 2 of Agreement A-8257. While the final estimate is still under negotiation between UPRR and Caltrans, the right of way grant funding is sufficient to cover these costs.

Negotiations were also conducted to determine the contribution paid from UPRR to the City for closing the at-grade crossing. This is in compliance with provisions of the Federal Aid Policy Guide, 23 CFR Section 646.210. The Railroad will bear five percent (5%) of the portion of the cost required for construction of the structure due to the elimination of the existing crossing. Bid items related to the structure were negotiated as participating or non-participating in UPRR's contribution, which is currently estimated to be $1,291,934.43 in Section 3 of Agreement A-8257. This amount will be payable from UPRR to the City once the existing crossing is closed.

In Section 8 of Agreement A-8257 UPRR identified a current cost estimate of $394,238 for railroad work and operation oversight that will be performed by the railroad during construction. No allocation of funding for this estimate is required to execute Agreement A-8257. Staff will return to the City Council to award the construction contract and request a funding allocation for all costs necessary for the construction phase, including UPRR's portion of the work.

UPRR, Caltrans, City Staff, and the Assistant City Attorney contributed to the final draft Highway Overpass Agreement. In November 2022, Caltrans forwarded the final draft agreement to the UPRR Real Estate Department in Omaha, Nebraska. Approval is imminent, therefore Staff is recommending the Mayor be authorized to execute the agreement upon receipt from Caltrans. Minor administrative changes may occur between the final draft and final agreement, however if any substantive changes are made, as determined by the Assistant City Attorney, Staff will return to Council prior to execution.

3. Resolution for Caltrans Section 190 Grade Separation Program funding
In February 2018, the Project was nominated to receive $5,000,000 through the Caltrans Section 190 Grade Separation Program. This is a two-year competitive grant program that allocates funding for projects included on the Grade Separation Priority List. In 2018, the Project was ranked second. In 2020 this ranking fell to third, and in 2022 it fell to fifth. Regardless of rank, funds are allocated on a first-come-first-serve basis. A resolution is required that 1) authorizes the filing of an application for funding, 2) identifies the construction contract can be awarded within two-years after the allocation is granted by the California Transportation Commission, and 3) that sufficient funding will be made available over the course of the Project. The attached resolution meets these requirements, including that City Council identified sufficient funding through the adopted 2022-27 CIP, on page 70, allowing the City to secure $5,000,000 for the construction phase.

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 cost for the Sixth Amendment to Agreement A-8094 with WKE, Inc. shall not exceed $376,898.07 for a new total agreement not to exceed value of $9,877,855.25. There are sufficient budget appropriations to fund this Amendment within the FY 2023-24 Capital Outlay budget, which will be fully funded from the Trade Corridor Enhancement Program Grant Fund (210), in the Rice Avenue at Fifth Street/State Route 34 Grade Separation, Project No. C1301/133101 with a current available balance of approximately $3.9M.

For Finance Use Only: State Grant Fund (Org. 2101001 Obj. 59800) / Capital Outlay Fund (Org. 3013102 Obj. 53200) Project C1301

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 budget, which was previously approved by the City Council.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. WKE A-8094 Amendment 6
2. WKE, Inc. Agreement A-8047 with Amendments 1-5
3. Draft Union Pacific Railroad Public Highway Overpass Agreement A-8257
4. Resolution
5. Presentation

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Sixth Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019, by a First Amendment, on April 21, 2020, by a Second Amendment, on July 6, 2021, by a Third Amendment, on November 16, 2021, by a Fourth Amendment, and on May 3, 2022, by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibits A, A-1, A-2, A-3, and A-4 are supplemented by Exhibit A-5, which is attached hereto and incorporated herein by this reference.

2. In Section 8 of the Agreement, Exhibit B-1 is deleted and hereby replaced by Exhibit B-2, which is attached hereto and incorporate herein by this reference.

3. The second date in Section 12 of the Agreement is hereby amended to "June 30, 2025."

4. In Section 14(a) of the Agreement, the figure "9,500,957.18," is deleted and hereby replaced by the figure, "9,877,855.25."

5. In Section 14(a) of the Agreement, Exhibits C, C-1, C-2, C-3, and C-4 are supplemented by Exhibit C-5, which is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

WKE, INC.

Wei Koo, President Date

Carlos Cadena, Senior Vice President[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

EXHIBIT A-5
SCOPE OF SERVICES

May 16, 2023

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

Subject: Contract Modification to Contract No. A-8094 – MOD No. 6
Additional Engineering Services for Right-of-Way Acquisition and Encroachment Permit Approval – Tasks 1 Thru 9
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

Attached is our proposal for the additional design services required to complete Right-of-Way Acquisition and obtain approval of the Caltrans Encroachment Permit to advance the project to construction.

Task No.	Description – Right-of-Way Acquisition	Fee $
1	Pegh & Hailwood/Santa Elena Farms Appraisal Reports (HJA)	40,000.00
2	Update to Abandon the Sturgis 1 Oil Well to Reduce Construction Costs and Obtain Calgem Approval (Interact)	20,579.56
3	Hailwood/Santa Elena Farms Demolition Haz Mat Investigations (GD)	14,920.68
4	SB1 Grant Application (KHA)	4,200.00
5A	Oxnard Wastewater Treatment Plant Capacity Analysis (KJC)	37,000.00
5B	Groundwater Discharge Pipeline Capacity Analysis (KJC)	12,800.00
6	UPRR Funding Application Updates (DEI)	12,055.59
7	Constructability Review Changes to Design	36,101.13
8	Prepare the Plans, Specifications and Estimate (PS&E) and prepare the Digital Terrain Model for Removal of Stockpiled Material at Pegh Investments Property	57,224.29
9	Ready-to-List (RTL) ROW/Engineering and Caltrans Coordination – Management and Administration	$142,016.82
	Total	**$376,898.07**

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

Sincerely,

Carlos Cadena
Project Manager

EXHIBIT A-5
Scope of Services

TASK 1 – PEGH & HAILWOOD/SANTA ELENA FARMS APPRAISAL REPORTS

Consultant will provide coordination and additional documentation and engineering drawings requested by Caltrans to facilitate the right-of-way acquisition estimates and compensation offers to property owners required to construct the project.

After completing 11 appraisal reports and receiving approval from Caltrans District 7, three of the reports (PEGH, Santa Elena Farms and UPRR) were sent to Caltrans Headquarters for further analysis. Caltrans Headquarters requested additional appraisal services to be performed to facilitate negotiations with property owners and expedite the acquisition process. The changes required coordination with Caltrans, meetings, changes, updating the reports, three (3) additional reviews (Independent review, Caltrans District 7 Office, and Caltrans Headquarters) for each report.

The changes required an updated comparable sale form for Santa Elena Farms, providing additional discussion in both reports regarding qualitative adjustments beyond what was approved in the original nine (9) reports, providing additional discussion related to hazmat issues, and added cost to cure documentation.

Justification for Additional Scope of Work
The additional services requested by Caltrans Headquarters were not included in the original scope of work for Riggs & Riggs to prepare the appraisal reports and required a second independent appraisal review.

TASK 2 – UPDATE TO ABANDON THE STURGIS 1 OIL WELL TO REDUCE CONSTRUCTION COSTS AND OBTAIN CALGEM APPROVAL

Consultant will assist with coordination and design services required for the re-abandonment of Sturgis 1 oil well and raising the steel casing of the Pfeiler 2 oil well as required by the California Geologic Energy Management Division (CalGEM). This work includes submission of well transfer documentation, Notice of Intent (NOI) permit applications and the preparation of contract specifications for each well.

For the Sturgis 1 oil well, additional engineering and geological evidence will be prepared and presented to CalGEM to modify their requirement to install a new freshwater cement plug from a depth of 1,500 ft to the bottom of the existing well at 1,712 ft. Drilling to this depth requires the removal of one existing cement plug from 538 ft to 650 ft and a second existing cement plug from 875 ft to 1,000 ft. The well is only encased with steel pipe to a depth of 613 ft. Drilling below the steel casing to remove the deeper cement plug is problematic as the drill can be deflected or "side-tracked" by the existing cement plug. The CalGEM requirement is based upon the depth of fresh water from 1,400 ft to 1,600 ft. and above the bottom of the existing 1,712 ft deep well. If the depth of fresh water is determined to be deeper than the existing well, the requirement to install a new plug from 1,500 ft to 1,712 ft could be eliminated. If approved, the abandonment would then consist of removing the existing cement plug from 538 ft to 650 ft with a new cement plug placed from the surface to 700 ft. This would keep most of the drilling operations within the existing steel casing and result in an estimated savings of $500,000.

The study and design include the following:

- Analysis of detail geological evidence for base of fresh water and discussion with Ventura County Watershed Protection - Groundwater Section to agree on the accurate base of freshwater.
- Continue to negotiate with CalGEM to come up with a reasonable, practical, safe procedure for re-abandonment of the Sturgis 1 well.
- Provide both geological and engineering evidence to CalGEM to show the final plan follows all regulations and is realistic and economically feasible.
- Continue to negotiate with CalGEM to finalize well abandon plans
- Update wellbore diagrams for the Pfeiler 2 & Sturgis 1 wells
- Update NOI well programs for the two wells
- Update detail Cost Estimate (AFE) for the two wells

Justification for Additional Scope of Work
To avoid high construction cost related to CalGEM requirements to drill within the uncased portion of the existing Sturgis 1 oil well from a depth of 613 ft to 1,712 ft. Consultant proposes a revised approach, with additional engineering based upon geological evidence, and negotiated with CalGEM on a reasonable, practical, safe procedure for re-abandonment of this 90 year old well resulting in significant cost savings and accelerated schedule of completion.

TASK 3 – HAILWOOD/SANTA ELENA FARMS DEMOLITION HAZARDOUS MATERIALS INVESTIGATIONS

Consultant will conduct a hazardous materials investigation and prepare a report for the removal of facilities within the property. The facilities to be removed include above ground and underground irrigation facilities, two existing water wells, well pumps, electrical controls, electrical panels, well head discharge piping, filter and chemical tanks, piping from wells to tanks, standpipes, wooden shed, and wooden electrical poles after Southern California Edison (SCE) has removed the electrical meter.

Justification for Additional Scope of Work
It was initially anticipated the property owner would remove the existing buildings and facilities before the property was acquired; however, Caltrans determined, during negotiations for right-of-way acquisition, it would be beneficial to require the project contractor to demo the existing building after acquisition. Checking to see if the buildings contain hazardous materials now will minimize potential claims and change orders during construction.

TASK 4 - SB1 GRANT APPLICATION

Consultant will aid in completing the application for the $15M in Solutions for the Congested Corridors SB1 grant funding application. Calculation and determination of traffic related values for the Congestion Reduction, System Reliability, Vehicle Volume and Safety for the Build and No Build scenarios. Congestion Reduction will be determined by the change in daily vehicle miles over the length of the project. The Berkeley Transportation Injury Mapping System (TIMS) will be accessed to determine traffic collision data for the most recent 3-year period.

Justification for Additional Scope of Work
Consultant to provide calculations and traffic values to assist in completing the Corridors SB1 grant application. Consultant aided with additional rounds of Caltrans comments to the application.

TASK 5 – GROUNDWATER DISCHARGE CAPACITY ANALYSIS

Consultant will perform further analysis of the city facilities to determine available capacity of the pipelines and of the Oxnard Wastewater Treatment Plant to handle the discharge volumes into the city's system.

Subtask 5.1 Oxnard Wastewater Treatment Plant Capacity Analysis

Consultant will confirm the rates of discharge from the Oxnard Wastewater Treatment Plant (OWTP) Headworks Project. Process Impact Analysis Report on Capability of OWTP to accommodate groundwater discharges to the plant.

Subtask 5.2 Groundwater Discharge Pipeline Capacity Analysis

Consultant will provide hydraulic modeling service to evaluate the impacts on the capacity of the City's collection system if the anticipated infiltration flow from the project site is discharged to the manhole at the NE corner of Rice Ave and 5th Street.

Justification for Additional Scope of Work

A high volume of groundwater is anticipated to be encountered during the reconstruction and relocation of the existing sewer lines and other excavations within the footprint of the Project. Such high volumes result from the shallow depth of groundwater and the underlying sandy soils. Pumped groundwater can be discharged to either the City's Sewer System or treated and released to existing drainage channels in accordance with National Pollutant Discharge Elimination System (NPDES) permit requirements. The cost to treat and release groundwater to meet NPDES water quality requirements is expected to be significant. In order to offer the contractor an less expensive alternative, this study will determine the maximum capacity of the City's Sewer System to accept groundwater, evaluate potential impacts of the groundwater discharge to the Oxnard Wastewater Treatment Plant (OWTP) and provide estimated costs based upon the maximum acceptable flows.

The construction cost savings to discharge into the city system is estimated at $300,000 and should be reflect in the project bids as the contractor is responsible for paying OWTP ad dewatering costs.

TASK 6 – UPRR FUNDING APPLICATION UPDATES

Consultant will prepare a nomination application to the California Public Utilities Commission Order Establishing the California Grade Separation Fund Priority List for Fiscal Years 2024/2025 and 2025/2026 for the Rice Avenue Grade Separation Project. Applications are due by October 2023. Consultant will also participate in the mandatory Evidentiary Hearing and will submit the request for allocation of $5M in Section 190 grant funding.

Justification for Additional Scope of Work

Rice is ranked No. 5 on the current 2022/2023 priority list which allows the city to apply to Caltrans for Section 190 funding between Jan 1 and April 1, 2024. Should the funding request be made after April 1, 2024, the project is required to be ranked on the next cycle for the CPUC Grade Separation Priority List for Fiscal Years 2024/2025 and 2025/2026. Due to the expected one-year extension for project funding allocation by the California Transportation Commission, there may be a delay in applying for the Section 190 funding by April 1, 2024. To continue eligibility, an application for Fiscal Years 2024/2025 and 2025/2026 is required to be submitted by October 1, 2023.

TASK 7 – CONSTRUCTABILITY REVIEW CHANGES TO DESIGN

Consultant will incorporate all changes to the plans and specifications resulting from the Construction Manager's constructability review process.

Justification for Additional Scope of Work

The city expects to retain the services of a Construction Manager, CM, to perform a constructability review and provide construction management services during construction of the project. The Construction Manager will provide comments to be addressed by Consultant prior to receiving an encroachment permit from Caltrans to advertise for construction. This work will be performed on an-as-needed basis as directed by the city.

TASK 8 – PREPARE PLANS SPECIFICATIONS AND ESTIMATE (PS&E) AND REVISE THE DIGITAL TERRAIN MODEL FOR REMOVAL OF STOCKPILED MATERIAL AT PEGH INVESTMENTS PROPERTY

Consultant will prepare plans and estimate quantities for the removal of a portion of the existing stockpile on the PEGH Investments property. This work will be performed by others prior to start of construction to allow for the relocation of the overhead SCE transmission line. The digital terrain model will be developed to generate cross sections used to determine the volume of soil to be graded for payment of the work. Consultant will provide construction staking for the Temporary Construction Easement at 50' intervals including all begin and end of curves and all angle points. Consultant will provide construction staking for the Slopes and Stockpile at 50' intervals on desired offset including grade breaks, begin and end of curves and all angle points. Replacement of lost stakes will be the responsibility of the grading contractor.
Geotechnical scope of services includes the following:

- Attend a brief project kickoff meeting
- Provide a 2-day field effort to observe over excavation and remedial grading in the local areas where the five SCE poles will be relocated
- Perform field density/compaction testing on fill and backfill soils placed in the local over excavated areas; and
- Prepare a letter documenting the grading observations and opinions

Justification for Additional Scope of Work

The owner indicated during early discussions that they desired to retain material stockpiled on their property and would move the stockpile within the right-of-way to be acquired for the project Subsequently, the owner decided to sell the stockpile material for use on the project. A pathway through the 8-foot-deep stockpile is required to allow SCE to relocate power lines prior to the start of construction and minimize delays to the project or potential claims and change orders. This task allows for the preparation of Plans, Specifications and Estimate (PS&E) to provide accessibility to SCE for the relocation of the power poles.

TASK 9 – READY-TO-LIST (RTL), ROW/ENGINEERING AND CALTRANS COORDINATION – MANAGEMENT AND ADMINISTRATION

Consultant will coordinate with Caltrans and city staff and assist in completing the Ready-to-List phase of the project which will allow the city to advertise the project for construction. This includes obtaining the Caltrans Encroachment Permit and Right of Way support Services as requested by Caltrans and approved by the City. This task also provides for Consultant to manage and coordinate the completion of Tasks 1 through 9.

Justification for Additional Scope of Work

Consultant completed the project design while the right-of-way acquisition is still in progress by Caltrans. Consultant provided Right of Way engineering during the completion of the design

phase; however, Caltrans requested that Consultant assist Caltrans with various other Right of Way activities including providing exhibits to Caltrans acquisition agents in response to property owner requests, providing survey staking acquisitions areas, and coordination necessary to facilitate the acquisition of right-of-way for the project

EXHIBIT B-2

SCHEDULE OF SERVICES

Activity	Proposed Date
A. Begin Work	July 2023
B. Final Design Submittal for Caltrans Signature	September 2023
C. Submit Final Design Documents/Encroachment Permit	December 2023
D. Ready to List (RTL)	January 2024
E. Advertise	March 27, 2024
F. Award	July 2024
G. Begin Construction	August 2024
H. Completion of Construction	March 2027
I. Project Close Out	September 2027

EXHIBIT C-5

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 1 thru 9			TOTAL AMOUNT OF PROPOSAL **$376,898.07**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	44	$134.50	$5,918.00	
Discipline Lead	302	$108.30	$32,706.60	
Discipline Lead	12	$109.13	$1,309.56	
Engineering Manager	16	$128.81	$2,060.96	
Senior Project Engineer	40	$107.74	$4,309.60	
Senior Project Engineer	34	$97.12	$3,302.08	
Senior Project Engineer 1	248	$72.65	$18,017.20	
Project Engineer	8	$72.75	$582.00	
Assistant Engineer	8	$57.81	$462.48	
CADD	20	$53.85	$1,077.00	
Administrative	12	$35.30	$423.60	
Labor Cost	744		$70,169.08	
Total Direct Labor				$70,169.08
2. Labor Overhead Rate	Rate			
	157.00%		$110,165.46	
				$180,334.54
Fully Burdened				$180,334.54
3. Travel*			Est. Cost ($)	
a. Transportation				
		Total Travel		$0.00
4. Subcontractors/Suppliers**				Budget
Hamner, Jewell & Associates (Riggs & Riggs)				$ 40,000.00
InterAct				$ 20,579.56
Group Delta				$ 14,920.68
Kimley Horn				$ 4,200.00
Kennedy Jenks				$ 49,800.00
Douglas Consulting				$ 12,055.59
Guida				$ 23,124.87
Fugro				$ 13,849.39
Total Subcontractors/Suppliers (Cost to Complete)				$ 178,530.09
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$18,033.45
TOTAL COST AND FEE TO COMPLETE PROJECT				**$376,898.07**

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

RICE AVENUE GRADE SEPARATION PROJECT AMENDMENT NO. 6			Project Manager	Discipline Lead	Discipline Lead	Engineering Manager	Senior Project Engineer	Senior Project Engineer	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	Total Hours	Cost
TASK 1 - PEGH & HAILWOOD/SANTA ELENA FARMS APPRAISAL REPORTS															
1.1	Prepare reports, review and coordination with Caltrans	**Hamner Jewell**												0	$ 40,000.00
	SUBTOTAL - Task 1		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 40,000.00**
TASK 2 - UPDATE TO ABANDON THE STURGIS 1 OIL WELL															
2.1	Analysis, reports and Coordination for approval	**InterAct**												0	$ 20,579.56
	SUBTOTAL - Task 2		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 20,579.56**
TASK 3 - HAILWOOD/SANTA ELENA FARMS DEMOLITION HAZ MAT INVESTIGATIONS															
3.1	Haz Mat Investigations, reports and coordination	**Group Delta**												0	$ 14,920.68
	SUBTOTAL - Task 3		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 14,920.68**
TASK 4 - SB1 GRANT APPLICATION															
4.1	Assist with application in Solutions for Congested Corridors SB1 Grant Funding	**Kimley Horn**												0	$ 4,200.00
	SUBTOTAL - Task 4		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 4,200.00**
TASK 5 - GROUNDWATER DISCHARGE CAPACITY ANALYSIS															
5.1	Oxnard Wastewater Treatment Plant Capacity Analysis	**Kennedy Jenks**												0	$ 37,000.00
5.2	Groundwater Discharge Pipeline Capacity Analysis	**Kennedy Jenks**												0	$ 12,800.00
	SUBTOTAL - Task 5		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 49,800.00**
TASK 6 - UPRR FUNDING APPLICATION UPDATES															
6.1	UP Application Updates	**DEI**												0	$ 12,055.59
	SUBTOTAL - Task 6		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 12,055.59**
TASK 7 - CONSTRUCTABLITY REVIEW CHANGES TO DESIGN															
7.1	Design changes	**WKE**	2	2	12	12	24	10	12	8	8	20		110	$ 27,962.20
7.2	Coordinatiion with Caltrans for reviews and approvals	**WKE**	2	8					24					34	$ 8,138.93
	SUBTOTAL - Task 7		**4**	**10**	**12**	**12**	**24**	**10**	**36**	**8**	**8**	**20**	**0**	**144**	**$ 36,101.13**
TASK 8 - REVISE DIGITAL TERRAIN MODEL DESIGN FOR REMOVAL OF STOCKPILED MATERIAL AT PEGH INVESTMENTS PROPERTY															
8.1	Digital Terrain Model - Cross Section and Quantities	**WKE**					8		12					20	$ 4,901.23
8.2	Prepare Grading Plans	**WKE**				4	8							12	$ 3,893.23
8.3	Quantities and Estimates	**WKE**							8					8	$ 1,643.05
8.4	Coordination with City and Grading Contractor	**WKE**		24					12					36	$ 9,812.52
8.5	Construction Staking	**Guida**												0	$23,124.87
8.6	Geotechnical Investigations	**Fugro**													$ 13,849.39
	SUBTOTAL - Task 8		**0**	**24**	**0**	**4**	**16**	**0**	**32**	**0**	**0**	**0**	**0**	**76**	**$ 57,224.29**
TASK 9 - READY-TO-LIST ROW/ENGINEERING AND CALTRANS COORDINATION															
9.1	Coordination and Support Services	**WKE**	40	268				24	180				12	524	$ 142,016.83
	SUBTOTAL - Task 9		**40**	**268**	**0**	**0**	**0**	**24**	**180**	**0**	**0**	**0**	**12**	**524**	**$ 142,016.83**
TOTAL	**TASKS 1 THRU 9**		**44**	**302**	**12**	**16**	**40**	**34**	**248**	**8**	**8**	**20**	**12**	**744**	**$ 376,898.08**

PRICE SUMMARY SHEET

SCHEDULE OF FEES

April 24, 2023

SCHEDULE I - HOURLY RATE SCHEDULE

Classification	Job Function		Salary Rate
Project Manager	Project Manager/Director	Carlos Cadena	$134.50
Discipline Lead	ROW - Utilities	John Ballas	$108.30
Discipline Lead	Roadway/Structures Design	Dan Weddell	$109.13
Engineering Manager	Drainage/Roadway	Michael Hynes	$128.81
Senior Project Engineer	Roadway	John Zheng	$107.74
Senior Project Engineer	Roadway Design	Mainak Dey	$97.12
Senior Project Engineer 1	Roadway Design	Henry Tong	$72.65
Project Engineer	Design	Askey Banesh	$72.75
Assistant Engineer	Roadway Design	Akshar Mathur	$57.81
CADD	CADD	Eric Gray	$53.85
Administrative	Administrative	Ceceil Cheung	$35.30

Field Overhead Rate:	
Office Overhead Rate:	157.00%
Profit:	10.0%

TASK NO. 1
PEGH & HAILWOOD/SANTA ELENA FARMS
APPRAISAL REPORTS

HAMNER JEWELL & ASSOCIATES

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Hamner, Jewell & Associates**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420			CONTRACT NO. 18005	
Services to be Performed Right of Way Services			TOTAL AMOUNT OF PROPOSAL **$40,000.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Managing Senior Associate	15	$95.00	$1,425	
Right of Way Agent (Sr II)	23	$61.92	$1,424	
Right of Way Agent (Sr I)	23	$44.00	$1,017	
Right of Way Agt II	0	$0.00	$0	
Right of Way Agt I	0	$0.00	$0	
Transaction Coordinators	0	$36.00	$0	
Clerical Support	0	$17.74	$0	
Project Coordinator	0	$40.87	$0	
Project Administrator	0	$0.00	$0	
Labor Cost	61		$3,866	
Escalation	3%		$70	
Total Direct Labor				$3,935
2. Labor Overhead Rate	Rate			
	131.00%			
				$5,155.45
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$30,000
6. General & Admin. Expense				
7. Fee		10%		$909
TOTAL ESTIMATED COST AND FEE				**$40,000.00**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
$500.00	Postage and Delivery		$0.00
$30,000.00	Appraisal Report Update (Pegh & Santa Elena Farms)	1	$30,000.00
			$0.00
			$0.00
			$0.00
			$0.00
		5. TOTAL	$30,000.00

TASK NO. 2
UPDATE TO ABANDON STURGIS 1 OIL WELL AND OBTAIN CALGEM APPROVAL

InterAct

CONTRACT PRICING PROPOSAL	
InterAct	Ventura
Home Office Address 260 Maple Court, Ste 210. Ventura 93003	CONTRACT NO. RFP PW18-47
Services to be Performed Oil Well Services	TOTAL AMOUNT OF PROPOSAL **$20,579.56**

DETAILED DESCRIPTION OF COST ELEMENTS

1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Company Principal/Principal Engineer	5	$97.40	$487.00	
Well Engineer IV	50	$93.07	$4,653.50	
Principal Geologist/Sr. Geophysicist	25	$85.28	$2,132.00	
Permitting/Regulatory Specialist	20	$62.34	$1,246.80	
Project Technical Assistant II	10	$38.96	$389.60	
Labor Cost	110		$8,908.90	
Escalation	0%		$0.00	
Total Direct Labor				$8,908.90
2. Labor Overhead Rate	Rate			
Overhead	110.00%	$8,909	$9,799.79	
FCCM	0.00%	$8,909	$0.00	
				$9,799.79
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0.00	
Total Travel				$0.00
4. Subcontractors/Suppliers			Est. Cost ($)	
None				
Total Subcontractors/Suppliers				$0.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$1,870.87
TOTAL ESTIMATED COST AND FEE				**$20,579.56**

TASK NO. 3
HAILWOOD/SANTA ELENA FARMS
DEMOLITION HAZ MAT INVESTIGATIONS

GROUP DELTA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Group Delta**			DIVISIONS/LOCATIONS Environmental	
Home Office Address 32 Mauchly, Suite B, Irvine, CA 92618			CONTRACT NO.	
Services to be Performed Hazardous Building Materials Survey - Lead Based Paint and Asbestos			TOTAL AMOUNT OF PROPOSAL **$14,920.68**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	3	$96.85	$291	
Associate	16	$67.60	$1,082	
Senior	0	$52.12	$0	
Project	58	$40.10	$2,326	
Staff	4	$31.43	$126	
Technician	12	$35.86	$430	
Draftsperson	0	$36.84	$0	
Project Support	0	$29.13	$0	
	0	$0.00	$0	
Labor Cost	93		$4,254	
Escalation	3%	Per 10-H	$0	
Total Direct Labor				$4,254
2. Labor Overhead Rate	Rate			
	175.20%			
				$7,453
3. Travel			Est. Cost ($)	
a. Transportation			$168	
b. Per Diem or Subsistence			$0	
		Total Travel		$168
4. Subcontractors/Suppliers			Est. Cost ($)	
Spectrum - Geophysical			$0	
ABC Liovin - Drilling			$0	
AIS - Drum Disposal			$0	
Orange Coast Analytical - Laboratory			$700	
Eco-Rental or Pine - Equipment Rental - GPS, PID			$0	
Statewide - Traffic Control			$0	
Statewide - Traffic Plans			$0	
Enviro-Tox Services, Inc. (Board certified toxicologist and risk assessor)			$0	
Millennium Environmental - Direct Push Drilling			$0	
LA Testing - Asbestos Laboratory			$1,000	
		Total Subcontractors/Suppliers		$1,700
5. Other Direct Costs				$175
6. General & Admin. Expense				$0
7. Fee		10%		$1,171
TOTAL COST AND FEE TO COMPLETE PROJECT				**$14,920.68**

TASK NO. 4
SB1 GRANT APPLICATION

KIMLEY-HORN & ASSOCIATES

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Kimley Horn and Associates, Inc**			DIVISIONS/LOCATIONS Los Angeles, CA	
Home Office Address 660 South Figueroa St, #2050 Los Angeles, CA 90017			CONTRACT NO. RFP PW18-47	
Services to be Performed Traffic Design Services			TOTAL AMOUNT OF PROPOSAL **#REF!**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal in Charge		$96.16	$0.00	
Project Manager	2	$61.06	$122.12	
Sr. Professional 1	10	$61.30	$613.00	
Professional 1	12	$45.20	$542.40	
Professional 2		$39.44	$0.00	
Professional 3		$53.86	$0.00	
Project Support		$51.46	$0.00	
Admin Support		$26.46	$0.00	
Analyst		$36.54	$0.00	
Sr. Professional 2		$83.18	$0.00	
Labor Cost	24		$1,278	
Escalation	0%		$0	
Total Direct Labor				$1,278
2. Labor Overhead Rate	Rate			
Overhead	197.02%	$1,278	$2,517	
FCCM	0.51%	$1,278	$7	
				$2,523
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0	
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Printing			$19.55	
		Total Subcontractors/Suppliers		$20
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$379
TOTAL COST AND FEE TO COMPLETE PROJECT				**$4,200.00**

TASK NO. 5
GROUNDWATER DISCHARGE CAPACITY ANALYSIS

KENNEDY JENKS

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Kennedy/Jenks Consultants**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 2775 N. Ventura Road, Oxnard, CA 93036			CONTRACT NO. RFP PW18-47	
Services to be Performed Utility Design Services - Treatment Plant Capacity Analysis			TOTAL AMOUNT OF PROPOSAL **$37,000.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Principal	14	$270.00	$3,780	
Project Manager	52	$343.00	$17,836	
Senior Project Engineer	5	$270.00	$1,350	
Project Engineer	87	$141.00	$12,267	
Administrative Assistant	10	$114.00	$1,140	
Labor Cost	168		$36,373	
Escalation	0%		$0	
Total Direct Labor				$36,373
2. Labor Overhead Rate	Rate			
	194.90%			
				$36,373
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$627
6. General & Admin. Expense				
7. Fee				$0
TOTAL COST AND FEE TO COMPLETE PROJECT				**$37,000.00**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	2,625	$315.00
$0.13	Printing (11"x17" Black & White)	240	$31.20
$0.25	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)		$0.00
$2.70	Full Color Presentation Exhibits		$0.00
$0.60	Printing (24"x36" Bond)	240	$144.00
$5.70	Printing (24"x36" Mylar)	24	$136.80
		5. TOTAL	$627.00

CLIENT Name: HDR, Inc.

PROJECT Description: Oxnard Rice Ave Separation Project GW Dewatering Impacts on OWTP

Proposal/Job Number: _____ **Date:** 7/15/2022

Classification:	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Admin Assistant			Total	KJ Labor	Sub Placeholder	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	$270	$343	$270	$141	$114			Hours	Fees	Fees	Fees	0%				Fees
Task 1 - Project Management																
1.1 Project Management	6	3			6			15	$3,333			$0	$3,333	$0	$0	$3,333
Task 1 - Subtotal	6	3	0	0	6	0	0	15	$3,333	$0	$0	$0	$3,333	$0	$0	$3,333
Task 2 - Quantify GW Dewatering Rates of Discharge																
2.1 Quantify GW Dewatering Rates of Discharge	2	12	1	20				35	$7,743		$637	$0	$7,743	$0	$637	$8,380
Task 2 - Subtotal	2	12	1	20	0	0	0	35	$7,743	$0	$637	$0	$7,743	$0	$637	$8,380
Task 3 - Confirm GW Dewatering Rates of Discharge for OWTP 2003 Headworks Project																
3.1 Confirm 2003 OWTP HW Project Dewatering Rates		6		10				16	$3,467			$0	$3,467	$0	$0	$3,467
Task 3 - Subtotal	0	6	0	10	0	0	0	16	$3,467	$0	$0	$0	$3,467	$0	$0	$3,467
Task 4 - Review and Comparison of Group Delta GW Sampling & Analytacial Data																
4.1 Review/Comparison Field GW Sampling and Analytic Data	2	16	2	25				45	$10,089			$0	$10,089	$0	$0	$10,089
Task 4 - Subtotal	2	16	2	25	0	0	0	45	$10,089	$0	$0	$0	$10,089	$0	$0	$10,089
Task 5 - Prepare Process Impact Analysis Report																
5.1 Draft and Final Report	4	15	2	32	4			57	$11,730			$0	$11,730	$0	$0	$11,730
Task 5 - Subtotal	4	15	2	32	4	0	0	57	$11,730	$0	$0	$0	$11,730	$0	$0	$11,730
All Tasks Total	14	52	5	87	10	0	0	**168**	**$36,363**	**$0**	**$627**	**$0**	**$36,363**	**$0**	**$627**	**$37,000**

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Dwg Sht Row | Jan 3 | WIBU

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: WKE
PROJECT Description: Modeling - Sewer
Proposal/Job Number:
Date: 5/16/2022

January 1, 2022 Rates Classification:	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Administrator	Admin. Assist.	Aide	Total	KJ Labor	Sub	KJ ODCs	KJ ODC Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	$295	$275	$250	$225	$205	$190	$170	$140	$175	$160	$145	$130	$135	$115	$90	Hours	Fees	Fees	Fees	10%				Fees
Task 1 -Modeling - All Work																								
1.1 All Work	4		6		12	24							4			50	$10,240		$220	$0	$10,240	$0	$220	$10,460
with iterations					4	8										12	$2,340			$0	$2,340	$0	$0	$2,340
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
Task 1 - Subtotal	4	0	6	0	16	32	0	0	0	0	0	0	4	0	0	62	$12,580	$0	$220	$0	$12,580	$0	$220	$12,800
All Tasks Total	**4**	**0**	**6**	**0**	**16**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**62**	**$12,580**	**$0**	**$220**	**$0**	**$12,580**	**$0**	**$220**	**$12,800**

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Kennedy/Jenks Consultants**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 2775 N. Ventura Road, Oxnard, CA 93036			CONTRACT NO. RFP PW18-47	
Services to be Performed Utility Design Services - Pipeline Capacity Analysis			TOTAL AMOUNT OF PROPOSAL **$12,800.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Eng-Sci 8	4	$295.00	$1,180	
Eng-Sci 6	6	$250.00	$1,500	
Eng-Sci 4	16	$205.00	$3,280	
Eng-Sci 3	32	$190.00	$6,080	
Project Administrator	4	$135.00	$540	
Labor Cost	62		$12,580	
Escalation	0%		$0	
Total Direct Labor				$12,580
2. Labor Overhead Rate	Rate			
	194.90%			
				$12,580
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$220.00
6. General & Admin. Expense				
7. Fee				$0
TOTAL COST AND FEE TO COMPLETE PROJECT				**$12,800.00**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	1,800	$216.00
$0.13	Printing (11"x17" Black & White)	31	$4.03
$0.25	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)		$0.00
$2.70	Full Color Presentation Exhibits		$0.00
$0.60	Printing (24"x36" Bond)	0	$0.00
$5.70	Printing (24"x36" Mylar)	0	$0.00
		5. TOTAL	$220.03

Dwg Sht Row | Jan 3 | WIBU

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: WKE
PROJECT Description: Modeling - Sewer
Proposal/Job Number:
Date: 5/16/2022

January 1, 2022 Rates Classification:	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Administrator	Admin. Assist.	Aide	Total	KJ Labor	Sub	KJ ODCs	KJ ODC Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	$295	$275	$250	$225	$205	$190	$170	$140	$175	$160	$145	$130	$135	$115	$90	Hours	Fees	Fees	Fees	10%				Fees
Task 1 -Modeling - All Work																								
1.1 All Work	4		6		12	24							4			50	$10,240		$220	$0	$10,240	$0	$220	$10,460
with iterations					4	8										12	$2,340			$0	$2,340	$0	$0	$2,340
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
Task 1 - Subtotal	4	0	6	0	16	32	0	0	0	0	0	0	4	0	0	62	$12,580	$0	$220	$0	$12,580	$0	$220	$12,800
All Tasks Total	**4**	**0**	**6**	**0**	**16**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**62**	**$12,580**	**$0**	**$220**	**$0**	**$12,580**	**$0**	**$220**	**$12,800**

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TASK NO. 6
UPRR FUNDING APPLICATION UPDATES

DOUGLAS ENGINEERING

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Douglas Engineering**			DIVISIONS/LOCATIONS Redlands, CA	
Home Office Address 414 Tennessee Street, Suite G, Redlands, CA 92373-8152			CONTRACT NO. RFP PW18-47	
Services to be Performed CPUC & Railroad Coordination			TOTAL AMOUNT OF PROPOSAL **$12,056**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	12	$85.00	$1,020	
Engineering Tech	70	$42.00	$2,940	
Engineering Tech CAD	18	$42.00	$756	
Labor Cost	100		$4,716	
Total Direct Labor				$4,716
2. Labor Overhead Rate	Rate			
	130.17%			
				$6,139
3. Travel			Est. Cost ($)	
a. Transportation			$56	
b. Per Diem or Subsistence			$0	
		Total Travel		$56
4. Subcontractors/Suppliers			Est. Cost ($)	
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$59.70
6. General & Admin. Expense				
7. Fee		10%		$1,085
TOTAL ESTIMATED COST AND FEE				**$12,055.59**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	102	$55.59
		3a. TOTAL	$55.59
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.10	Printing (8.5"x11" Black & White)	41	$4.10
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$4.10
			$59.69

TASK NO. 7

CONSTRUCTABILITY REVIEW CHANGES TO DESIGN

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 8			TOTAL AMOUNT OF PROPOSAL **$36,101.13**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	4	$134.50	$538.00	
Discipline Lead	10	$108.30	$1,083.00	
Discipline Lead	12	$109.13	$1,309.56	
Engineering Manager	12	$128.81	$1,545.72	
Senior Project Engineer	24	$107.74	$2,585.76	
Senior Project Engineer	10	$97.12	$971.20	
Senior Project Engineer 1	36	$72.65	$2,615.40	
Project Engineer	8	$72.75	$582.00	
Assistant Engineer	8	$57.81	$462.48	
CADD	20	$53.85	$1,077.00	
Administrative	0	$35.30	$0.00	
Labor Cost	144		$12,770.12	
Total Direct Labor				$12,770.12
2. Labor Overhead Rate	Rate			
	157.00%		$20,049.09	
				$32,819.21
Fully Burdened				$32,819.21
3. Travel*			Est. Cost ($)	
a. Transportation				
		Total Travel		$0.00
4. Subcontractors/Suppliers**				Budget
Total Subcontractors/Suppliers (Cost to Complete)				$ -
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$3,281.92
TOTAL COST AND FEE TO COMPLETE PROJECT				**$36,101.13**

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

TASK NO. 8

PREPARE PS&E AND REVISE DIGITAL TERRAIN MODEL FOR REMOVAL OF STOCKPILED MATERIAL AT PEGH INVESTMENTS PROPERTY

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 8			TOTAL AMOUNT OF PROPOSAL **$57,224.28**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	0	$134.50	$0.00	
Discipline Lead	24	$108.30	$2,599.20	
Discipline Lead	0	$109.13	$0.00	
Engineering Manager	4	$128.81	$515.24	
Senior Project Engineer	16	$107.74	$1,723.84	
Senior Project Engineer	0	$97.12	$0.00	
Senior Project Engineer 1	32	$72.65	$2,324.80	
Project Engineer	0	$72.75	$0.00	
Assistant Engineer	0	$57.81	$0.00	
CADD	0	$53.85	$0.00	
Administrative	0	$35.30	$0.00	
Labor Cost	76		$7,163.08	
Total Direct Labor				$7,163.08
2. Labor Overhead Rate	Rate			
	157.00%		$11,246.04	
				$18,409.12
Fully Burdened				$18,409.12
3. Travel*			Est. Cost ($)	
a. Transportation				
		Total Travel		$0.00
4. Subcontractors/Suppliers**				Budget
Guida				$23,124.87
Fugro				$ 13,849.39
Total Subcontractors/Suppliers (Cost to Complete)				$ 36,974.26
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$1,840.90
TOTAL COST AND FEE TO COMPLETE PROJECT				**$57,224.29**

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

TASK NO. 8

GUIDA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Guida Surveying**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 601 South Figueroa St, Los Angeles CA 90017			CONTRACT NO. RFP PW18-47	
Services to be Performed Surveying Services TASK 8			TOTAL AMOUNT OF PROPOSAL	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal Land Surveyor	5	$116.42	$582	
Sr. Project Manager	0	$82.05	$0	
Project Manager	0	$58.64	$0	
Project Surveyor	16	$57.66	$923	
Project Analyst	0	$46.57	$0	
CADD Survey Technician	0	$32.15	$0	
CADD Operator	0	$27.72	$0	
PLS Party Chief (Union Field)	54	$57.22	$3,090	
Chainman (Union Field)	54	$50.76	$2,741	
Labor Cost	129		$7,336	
			$0	
Total Direct Labor				$7,336
2. Labor Overhead Rate	Rate			
	179.83%			
				$13,192
3. Travel			Est. Cost ($)	
a. Transportation			$545	
b. Per Diem or Subsistence			$0	
Total Travel				$545
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$2,052.72
TOTAL ESTIMATED COST AND FEE				**$23,124.87**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	1000	$545.00
		3a. TOTAL	$545.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)		$0.00
$0.45	Printing (11"x17" Black & White)		$0.00
$0.55	Printing (8.5"x11" Color)		$0.00
$0.75	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00
TYPE NAME AND TITLE		SIGNATURE	
Tim Fettig, PLS			
NAME OF FIRM		DATE OF SUBMISSION	
Guida Surveying		April 25, 2023	

Guida Surveying

TASK	DESCRIPTION	FIRM	Principal Land Surveyor	Sr. Project Manager	Project Manager	Project Surveyor	Project Analyst	CADD Survey Technician	CADD Operator	PLS Party Chief (Union Field)	Chainman (Union Field)	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 1/1/22 to 12/31/22	**Project Average**	$358.36	$252.56	$180.50	$177.48	$143.35	$98.96	$85.33	$176.13	$156.25		
TASK 2 - RIGHT-OF-WAY ENGINEERING SERVICES													
2.5	Construction Staking - TCE	Guida	1			2				12	12	27	$4,701.84
2.6	Construction Staking - Slope and Stockpile	Guida	3			12				30	30	75	$13,176.18
2.7	Construction Staking - ROW/Fence	Guida	1			2				12	12	27	$4,701.84
	ODCs											0	$545.00
													$23,124.87

TASK NO. 8

FUGRO

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Fugro USA Land**			DIVISIONS/LOCATIONS Geotechnical Services	
Home Office Address 4820 McGrath Street, Suite 100, Ventura CA 93003			CONTRACT NO.	
Services to be Performed Construction Support - Geotechnical Services TASK 8			TOTAL AMOUNT OF PROPOSAL **$13,849.39**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Senior Principal		$117.56	$0.00	
Principal	8	$85.12	$680.96	
Associate	16	$65.27	$1,044.32	
Senior		$65.12	$0.00	
Senior Project	6	$51.78	$310.68	
Project		$50.34	$0.00	
Senior Staff		$42.21	$0.00	
Staff		$36.16	$0.00	
GIS Analyst		$44.58	$0.00	
Graphics Illustrator	4	$36.16	$144.64	
Word Processing	2	$39.57	$79.14	
Labor Cost	36		$2,259.74	
Total Direct Labor				$2,259.74
2. Labor Overhead Rate	Rate			
	296.24%			
				$6,694.25
3. Travel			Est. Cost ($)	
a. Transportation			$200.00	
b. Per Diem or Subsistence			$300.00	
		Total Travel		$500.00
4. Subcontractors/Suppliers			Est. Cost ($)	
Laboratory Testing			$500	
Subcontracted Field Density Testing			$3,000	
		Total Subcontractors/Suppliers		$3,500.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$895.40
TOTAL COST AND FEE				**$13,849.39**

TASK NO. 9

TASK 9 - READY-TO-LIST ROW/ENGINEERING AND CALTRANS COORDINATION

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 9			TOTAL AMOUNT OF PROPOSAL **$142,016.82**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	40	$134.50	$5,380.00	
Discipline Lead	268	$108.30	$29,024.40	
Discipline Lead	0	$109.13	$0.00	
Engineering Manager	0	$128.81	$0.00	
Senior Project Engineer	0	$107.74	$0.00	
Senior Project Engineer	24	$97.12	$2,330.88	
Senior Project Engineer 1	180	$72.65	$13,077.00	
Project Engineer	0	$72.75	$0.00	
Assistant Engineer	0	$57.81	$0.00	
CADD	0	$53.85	$0.00	
Administrative	12	$35.30	$423.60	
Labor Cost	524		$50,235.88	
Total Direct Labor				$50,235.88
2. Labor Overhead Rate	Rate			
	157.00%		$78,870.33	
				$129,106.21
Fully Burdened				$129,106.21
3. Travel*			Est. Cost ($)	
a. Transportation				
		Total Travel		$0.00
4. Subcontractors/Suppliers**				Budget
Total Subcontractors/Suppliers (Cost to Complete)				$ -
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$12,910.61
TOTAL COST AND FEE TO COMPLETE PROJECT				**$142,016.82**

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

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

13. Termination

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

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

14. Compensation

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

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

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

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

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

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

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

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

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

18. Records

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

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

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or

other written material from its subcontractors upon a request by the State Auditor and/or City.

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

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

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

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

20. Monthly or Quarterly Review

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

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

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

21. Financial System

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

22. Confidentiality of Information

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

23. Hold Harmless, Indemnity and Defense

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

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

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

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

24. Insurance

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

25. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

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

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

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

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

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

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

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

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

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

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

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

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

32. Energy Efficiency

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

33. Force Majeure

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

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

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

Code of Federal Regulation [**"CFR"**] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [**"TCEP"**] Guidelines, Local Partnership Program [**"LPP"**] Guidelines, Solutions for Congested Corridors Program [**"SCCP"**] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

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

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

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

39. Severability

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

40. Waiver

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

41. Counterparts

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

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

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

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

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

Tim Flynn, Mayor — Date: 9/10/18

APPROVED AS TO FORM:

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

ATTEST:

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

WKE, INC.

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

Wei Koo, President — Date: 9/6/2018

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

For any contract with a corporation, the City requires the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer. If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

SCOPE OF SERVICES

Solicitation # PW18-47
City Project 133101

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

Task 1 – Project Management
Following the Notice to Proceed (NTP), Consultant will prepare and submit a detailed work plan for the project. The work plan will provide details on all the tasks and subtasks identified by the Consultant and the City of Oxnard (City) and will be utilized for reporting purposes for grant funding.

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

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

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

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

Deliverables:

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

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

Task 1.1-1 – Coordination/Administration
Meetings with affected parties will be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, the City and Caltrans may provide direction for development of the PS&E.

Consultant will participate in the following meetings:

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

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

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

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

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

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

Following are administrative duties which will be performed by Consultant:

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

Task 1.1-2 – Work Plan

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

Deliverables:

- *Project Management Plan*

Task 1.1-3 – Project Schedule

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

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

  Task 1 – Project Management

  Task 2.1 –65% PS&E Submittal

  Task 2.2 – 95% PS&E Submittal

  Task 2.3 – 100% PS&E Submittal

  Task 2.4 – Right-of-Way Documentation and Engineering

  Task 3.1 – 65% Specifications

  Task 3.2 – 95% Specification

  Task 3.3 – 100% Specifications

  Task 4.1 – 65% Engineer's Estimate

  Task 4.2 – 95% Engineer's Estimate

  Task 4.3 – 100% Engineer's Estimate

  Task 5 – Geotechnical Investigations

Task 6 – Permitting

Task 7 – Bid and Construction Support

Major tasks should be broken down into subtasks as warranted.

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

Task 1.1-4 – Monthly Progress Reports and Invoices

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

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

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

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

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

Task 1.1-5 – Quality Assurance and Quality Control Plans

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

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

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

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

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

3. QA Manager: Commit a Quality Assurance Manager to the project who is qualified to implement the QA/QC Plan and oversee the QA/QC Plan compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and actively engage in the City surveillances and audits. QA Manager will identify critical reviews in the Project Master Schedule.

4. Quality Control:

   a. Provide the Quality Control Processes for checking and reviewing design documents. A discipline review will precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review.

   b. Provide Quality Control Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.

   c. Maintain a communication plan to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.

   d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.

   e. Maintain and Action Item Register from the beginning of the project throughout the completion of the approved final design.

   f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risk as part of the contingency planning.

   5. Quality Assurance:

   a. Each deliverable will be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved QA/QC Plan. A QA Certification will accompany each submittal.

   b. Identify critical reviews in the Project Master Schedule.

   c. The Quality Assurance Manager will demonstrate that he/she is qualified to implement the QA/QC Plan.

6. Document Control:

   a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records.

   b. Drawing quality records will be marked clearly as being checked, signifying that the preparation of the work products followed the QA/QC Plan established for the project.

   c. Quality records and documentation will be maintained and provided to the City upon request.

d. Maintain interface documentation, meeting notes and correspondence.

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

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

Deliverables:

- *1 electronic copy of the QA/QC Plan*

Task 2 – Plan Preparation

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

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

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

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

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

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

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

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

Task 2.1 – 65% PS&E SUBMITTAL
Task 2.1-1 – Roadway Plans
Consultant will incorporate the 35% submittal, prepared during PA/ED Phase, into the roadway plans and estimates.

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

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

Deliverables:
- *65% Project Plans*

Task 2.1-2 – Drainage Plans
Consultant will prepare a final drainage report to address the existing drainage condition and the proposed mitigation and design. This report will consider both onsite and offsite systems. Consultant will prepare drainage plans, profiles, and quantities based on the drainage report. The drainage, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. Consultant will also prepare temporary drainage plans where needed.

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

- *65% Temporary Drainage Plans*

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

Deliverables:
- *Schematic Landscape Plan*

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

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

Task 2.1-3 – Stage Construction, Detours, and TMP
Consultant will prepare stage construction traffic handling plans, and detour plans for each stage of the construction. Construction signs will follow Caltrans Standard plans and 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD) guidelines. The detour plans will consider impact to traffic circulation within local streets due to current active City projects that may be under construction during the construction of this project. Consultant will prepare Transportation Management Plan based on the traffic analysis and construction staging. Consultant will identify construction phase detours and prepare lane closure charts.

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

Task 2.1-4 – Pavement Delineation Plans
Consultant will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

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

Task 2.1-5 – Sign Plans
Consultant will prepare Sign Plans for the project area. These plans will be prepared at a 1" = 50' scale using field review data, proposed improvement plans, and available as-builts. The plans will include sign callouts, details, and quantities based upon Caltrans Plans Preparation Manual

Deliverables:

- *65% Sign Plans, Details, and Quantities*

Task 2.1-6 – Electrical Lighting, Signals
Consultant will prepare electrical plans using field review data, proposed improvement plans, and available as-builts. Caltrans symbology will be used, and the plans will conform to City and Caltrans requirements. Consultant will prepare traffic signal plans for the connector intersections on 5th Street and SR 34. The plans will be at a scale of 1" = 20' and will include the required intersection safety lighting.

Deliverables:

- *65% Traffic Signal Plan, Details, and Quantities*

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

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

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

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

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

Deliverables:

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

Task 2.1-7 – Irrigation & Planting Plans
Upon approval of the Schematic Landscape Plan, Consultant will prepare the 65% plans. The irrigation removal plans will be based on existing irrigation as-built drawings.

Deliverables:

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

Consultant will prepare 65% Irrigation Plans.

Deliverables:

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

Consultant will prepare irrigation and planting quantities sheets.

Deliverables:

- *65% Irrigation and planting Quantity Sheets*

Task 2.1-8 – Bridge Plans (Unchecked Details)
Consultant will prepare layout plans and structural details for Rice Avenue Overcrossing. Consultant will also prepare draft technical special provisions for the bridges as part of Task 3.

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

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

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

Deliverables:

- *Unchecked Structure Plans and Details*

Task 2.1-9 – Retaining Wall Plans
Consultant will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate aesthetic details for the walls.

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

Deliverables:

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

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

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

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

Deliverables:

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

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

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

Deliverables:

- *Meeting summary in a memorandum*

Task 2.1-10 – Utility Plans

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

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

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

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

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

Deliverables:

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

Task 2.1-12 – Storm Water Data Report
Consultant will prepare a Storm Water Data Report (SWDR) to address storm water quality (NPDES & Caltrans) requirements.

Deliverables:

- *65% Storm Water Data Report*

Task 2.1-13 – Constructability Review
Consultant will perform a constructability review of 65% Submittal.

Task 2.1-14 – QA/QC
Consultant will conduct Quality Assurance/Quality Control reviews on 65% Submittal based on requirements included in the QA/QC Plan.

Task 2.2 – 95% PS&E SUBMITTAL
Task 2.2-1 – Update Roadway Plans
This submittal will include comments, reviews, coordination efforts, and updated information. Consultant will update all 65% roadway plans and will provide quantity sheets with updated Special Provisions and BEES estimate per Task 3 and 4. Any Revised and/or New Standard Plans developed by Caltrans will be included with Consultant's Plan submittal. All quantities will be independently checked and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

Deliverables:

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

Task 2.2-2 – Update Drainage Plans
Consultant will update the drainage plans, water pollution control plans, temporary drainage plans, and planting plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-3 – Update Stage Construction and Detours
Consultant will update the stage construction plans, and detour plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-4 – Update Pavement Delineation Plans
Consultant will update the pavement delineation plans based on comments received from all involved agencies.

Deliverables:

- *95% Pavement Delineation Plans, Details, and Quantities*

Task 2.2-5 – Update Sign Plans
Consultant will update the sign plans based on comments received from all involved agencies.

Deliverables:

- *95% Sign Plans, Details, and Quantities*

Task 2.2-6 – Update Electrical Lighting, Signals
Consultant will update the electrical plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-7 – Update Irrigation Plans
Consultant will update the irrigation and planting plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-8 – Update Bridge Plans
Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

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

Task 2.2-9 – Update Retaining Wall Plans
Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

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

Task 2.2-10 – Update Utility Plans
Consultant will update the utility plans and relocation plans based on comments received from all involved agencies.

Deliverables:

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

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

Task 2.2-11 – Construction Schedule
Consultant will prepare a CPM construction schedule in consultation with the City Construction Manager and Caltrans based on the estimated required working days for project construction.

Deliverables:
- *CPM Schedule*

Task 2.2-12 – Utility and ROW Update
Consultant will verify and update utility and ROW engineering data. Revisions to the Appraisal Maps will be performed by Consultant.

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

Task 2.2-13 – Update SWDR
Consultant will update the Storm Water Data Report (SWDR) based on comments received from Caltrans and City.

Deliverables:
- *95% SWDR*

Task 2.2-14 – Environmental Commitment Record (ECR)
Task 2.2-14a – Environmental Commitment Record (ECR)
The Final EIR/EA include environmental commitments related to land use, air quality, biology, community, cultural resources, utilities and emergency services, traffic and transportation, hazardous waste, and climate change. Consultant will prepare, update, and maintain the environmental commitments record (ECR) and will document completion of all environmental commitments throughout the pre-construction and construction monitoring phases. Consultant will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance.

Deliverables:
- *Completed Environmental Commitments Record*

Task 2.2-14b – Environmental Mitigation
If trimming or removal of vegetation/trees or construction is conducted between February 1 and September 15, Consultant will conduct nesting bird surveys within 500 feet of the construction area to ensure any nesting birds would not be impacted by the project. Consultant will conduct pre-construction surveys no more than three days prior to the start of construction to ensure that nesting birds are not within 300 feet of the construction area (500 feet for raptors). If any nesting bird is found in or adjacent to the construction area, Consultant will coordinate with the City, as well as the appropriate regulatory agency, to develop and implement appropriate avoidance measures. Consultant will summarize the results of the surveys and any subsequent coordination in a memo format report for the project file. This scope does not include pre-construction surveys for special-status or otherwise protected species.

Deliverables:

- *Pre-construction Nesting Bird Survey Report*

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

Deliverables:

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

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

Deliverables:

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

Task 2.2-14c – Environmental Document Re-Validation
Not Included.

Task 2.2-15 – Update TMP
Consultant will update the TMP based on comments received from all involved agencies.

Deliverables:

- *95% TMP*

Task 2.2-16 – CPUC GO 88B application and Section 190 funding request
Not Included.

Task 2.2-17 – Update Drainage Report
Consultant will update the drainage report based on comments received from all involved agencies.

Deliverables:

- *95% Drainage Report*

Task 2.2-18 – Constructability Review
Consultant will perform a constructability review of 95% Submittal.

Task 2.2-19 – QA/QC
Consultant will conduct Quality Assurance/Quality Control reviews on 95% Submittal based on requirements included in the QA/QC Plan.

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

Deliverables:

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

Task 2.3-2 – Final Drainage Plans
Consultant will update the drainage plans, water pollution control plans, temporary drainage plans, and planting plans based on comments received from all involved agencies.

Deliverables:

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

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

Deliverables:

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

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

Deliverables:

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

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

Deliverables:

- *Final Sign Plans, Details, and Quantities*

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

Deliverables:

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

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

Deliverables:

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

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

Deliverables:

- *Final Bridge Plans and Details*

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

Deliverables:

- *Final Retaining Wall Plans and Details*

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

Deliverables:

- *Final Retaining Wall Plans and Details*

Task 2.3-11 – Resident Engineer File
Not Included.

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

Deliverables:

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

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

Deliverables:

- *Final CPM Construction Schedule*

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

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

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

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

Deliverables:

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

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

Deliverables:

- *File Record of Survey, Caltrans Standards*

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

Deliverables:

- *Supportive Field Surveys for Record Of Survey*

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

Deliverables:

- *Appraisal Maps*

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

Deliverables:

- *Acquisition Documents*

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

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

Deliverables:

- *Legal Descriptions, Plats, and Deeds*

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

Deliverables:

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

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

Deliverables:

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

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

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

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

Task 2.4-1m – Prepare secondary appraisals
Consultant to prepare secondary appraisals based on following APNs:

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

Task 2.4-1n – Prepare Right-of-Way Requirement Maps (PD-26)
Prepare Caltrans PD-26 Documents and Exhibits in compliance with Caltrans standards for each acquisition parcel.

Deliverables:
- *PD-26 Exhibit*

Task 2.4-2 – Right of Way Acquisition
Consultant will perform right of way acquisition services for the following 11 ownerships of 18 parcels.

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

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

Task 3 –Specification Preparation

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

Deliverables:

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

Task 4 – Engineer's Estimate of Probable Cost
Consultant will prepare and submit an Engineer's Estimate of Probable Cost at the 65%, 95%, and 100% design completion. The Engineer's Estimate should indicate items that are considered non-participating to receive grant funding. The Engineer's Estimate will be submitted to the City for review and comment. The City will distribute the specifications to the County, Caltrans, and others for review and comment. The format will follow Caltrans standards.

Deliverables:

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

Task 5 –Geotechnical Investigation
The Consultant will ensure that all geotechnical conditions within the Project limits that may affect final design and construction are identified and addressed in the design of the Project. Consultant will contract with a qualified Geotechnical Engineer to prepare a Final Geotechnical Investigation Report providing recommendations for the design of structural foundations, bridges, and all retaining walls associated with the Project. The Final Geotechnical Investigation Report will provide foundation design parameters, bearing capacity, anticipated settlements, backfill requirements, trenching recommendations, compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions.

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

Task 5.1 – Geotechnical and Foundation Reports
Task 5.1a – Geotechnical Design Report (GDR)
Consultant will prepare a Geotechnical Design Report (GDR) for the project with final Log of Test Boring plan sheets for the grade separation bridge for the project in general conformance with Caltrans Guidelines for Geotechnical Design Reports, Version 1.3, dated December 2006 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft GDR for internal review by the project team. After receiving comments from the project team on the draft GDR, Consultant will review those comments, work to incorporate them, and submit a final GDR.

Task 5.1b – Percolation Testing (4 Locations)
In an effort to evaluate the ability of the near-surface soils to provide infiltration for storm water percolation, Consultant will perform bore hole infiltration tests in the willow test drill holes with infiltration test intervals planned at two to five feet and six to ten feet below grade. However, the test interval will be adjusted to a willower interval if groundwater is encountered within the current proposed test interval.

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

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

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

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

Task 5.1c – Foundation Reports for Bridges, Retaining, and Sound Wall
Consultant will prepare a final Structure Foundation Report (FR) with a final Log of Test Boring plan sheet(s) for the grade separation bridge for the project in general conformance with Caltrans Foundation Reports for Bridges, Version r1, dated February 2017 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft FR for internal review by the project team. After receiving comments from the project team on the draft FR, Consultant will review those comments, work to incorporate them, and submit a final FR for the bridge.

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

Task 5.1d – Materials Report
Consultant will prepare a Materials Report (MR) for the project for the project in general conformance with the requirements in Chapter 100 of the Caltrans Highway Design Manual. Consultant will provide a draft MR for internal review by the project team. After receiving comments from the project team on the draft MR, Consultant will review those comments, work to incorporate them, and submit a final MR for the project.

Task 5.1e – Final Geotechnical Investigation Report
Consultant will compile the data acquired from the subsurface exploration and geotechnical laboratory testing work completed for the Preliminary Foundation Report and work performed for the PA&ED design effort. Consultant will finalize the geotechnical design parameters for use in subsequent evaluations. Consultant will perform geotechnical analyses for the design-level foundation systems for the proposed bridge and retaining structures. Consultant analyses or evaluations updated from the PA&ED phase of work will consist of the following:

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

Task 5.1f – Additional Testing for Hazardous Materials
Consultant will perform two additional field sampling days and laboratory testing, as well as data evaluation and reporting to this proposal to address the additional sampling and testing tasks requested in the May 8,2018 letter from Caltrans. Consultant will perform these additional hazardous materials assessment services in support of continuing evaluation of the environmental conditions within and adjacent to the Fifth Street Caltrans right of way as part of the proposed PS&E Phase of work.

Task 5.1g – Extended Hazardous Materials Testing (For Potential Second Stage Testing)
Not Included.

Task 6 – Permitting
Task 6.1 – Permit Applications
Consultant will be responsible for preparing all encroachment permit applications for work outside the City right-of-way. This includes the County and Caltrans.

Task 6.2 – Fact Sheets
Not Included.

Task 7 – Bid and Construction Support
Not Included.

Solicitation # PW18-47
City Project 133101

Task 7.1 – Pre-Construction Meeting
Not Included.

Task 7.2 – Partnering Workshop
Not Included.

Task 7.3 – Shop Drawing and Submittal Review
Not Included.

Task 7.4 – Additional drawings at City Request
Not Included.

Task 7.5 – Site Visits/Construction Meetings
Not Included.

Task 7.6 – Respond to Inquiries/ RFIs
Not Included.

Task 7.7 – Change Order Preparation and Review, CRIP Reviews
Not Included.

Task 7.8 – Develop As-builts and Final Record Drawing Plans
Not Included.

Task 7.9 – Deliver Project Files
Not Included.

Task 7.10 – Post Audits
Not Included.

Task 7.11 – CPUC Section 190 Reimbursement to City; & file Form G
Not Included.

Task 7.12 – Railroad 5% Mandatory Contribution Payment(s) to City
Not Included.

END OF SCOPE OF WORK

EXHIBIT B

SCHEDULE OF SERVICES

Solicitation # PW18-47
City Project 133101

PROJECT SCHEDULE

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

END OF SCHEDULE OF SERVICES

EXHIBIT C
COMPENSATION RATES

CONTRACT PRICING PROPOSAL				Page 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				of 2
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed 65% to 100% Design - Rice Avenue Grade Separation			TOTAL AMOUNT OF PROPOSAL **$5,362,125.51**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	737	$114.71	$84,541	
Discipline Lead	1,859	$98.41	$182,944	
Senior Task Manager	1,566	$88.68	$138,873	
Senior Project Engineer 2	3,350	$88.81	$297,514	
Senior Project Engineer 1	2,449	$70.63	$172,973	
Project Engineer	4,408	$48.56	$214,030	
Assistant Engineer	2,756	$32.97	$90,875	
CADD	1,236	$37.89	$46,826	
Administrative	355	$29.16	$10,352	
Labor Cost	18,716		$1,238,927	
Escalation	3%		$24,902.44	
Total Direct Labor				$1,263,830
2. Labor Overhead Rate	Rate			
	127.95%			
				$1,617,070
3. Travel*			Est. Cost ($)	
a. Transportation			$1,735	
b. Per Diem or Subsistence			$0	
		Total Travel		$1,735
4. Subcontractors/Suppliers**			Est. Cost ($)	
Douglas Engineering			$0.00	
EPIC Land Solutions			$39,153.27	
Fugro Consultants, Inc			$246,747.24	
GPA Consulting			$109,261.33	
Guida Surveying, Inc			$270,936.77	
Hamner, Jewell & Associates			$181,246.90	
Kimley Horn & Associates			$552,355.67	
Kennedy/Jenks Consultants			$207,283.37	
LIN Consulting			$65,343.94	
PacRim Engineering			$301,048.62	
Tatsumi & Partners			$136,858.49	
		Total Subcontractors/Suppliers		$2,110,236
5. Other Direct Costs*				$81,165
6. General & Admin. Expense (of Item No. 4)		0%		
7. Fee		10%		$288,089.99
TOTAL ESTIMATED COST AND FEE				**$5,362,125.51**

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

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

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

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

9/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 9/18 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address:

Telephone: (_____)_____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature ____
(original signature required)
Telephone: (____)_____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name:
Address:
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 9/18 INS-A.doc

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

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

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

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

APPENDIX A TO EXHIBIT E

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

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

APPENDIX C TO EXHIBIT E

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO EXHIBIT E

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

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

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

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

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

{Include in deeds)*

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

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

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

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

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

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

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

Consultant: WKE, Inc.

Name: CARLOS CARDENAS Title: SENIOR VICE PRESIDENT

Signature: _____ Date: 9/6/18

Name: Wei Koo Title: President

Signature: _____ Date: 9/6/2018

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

1. In Section 1 of the Agreement, **Exhibit A** is amended to include **Exhibit A-1**; attached hereto and incorporated herein.

2. In Section 14(a) of the Agreement, the figure "$5,362,125.51" is deleted and hereby amended to "$5,852,200.28."

3. In Section 14(b) of the Agreement, **Exhibit C** is amended to include **Exhibit C-1**; attached hereto and incorporated herein..

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

[Signatures on next page]

COUNCIL APPROVED
6-4-2019 K-31/3
DATE

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

CITY OF OXNARD

Tim Flynn 6/4/19

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

WKE, INC.

5/9/19

Carlos Cadena, Senior Vice President Date

5/9/19

Wei Koo, President Date

ATTEST:

6/4/19

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

APPROVED AS TO FORM:

5/8/19

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

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

EXHIBIT A-1

SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

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

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34
Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34
Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

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

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

Field Activities

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

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

Laboratory Analysis

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

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

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

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

Reporting

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

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

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

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

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

Field Activities

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

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

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

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

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

Reporting

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

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

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

Task 1: Re-validation Form for SCE Transmission Line

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

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

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

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

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

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

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

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

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

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

Task 3: Supplemental Cultural Resource Studies

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

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

Supplemental APE Map

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

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

Supplemental Archaeological Survey Report

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

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

Supplemental Historical Property Survey Report

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

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

Native American Consultation

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

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

Meetings and Coordination

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

Task 4: Supplemental Initial Site Assessment

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

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

Task 5: Supplemental Community Impact Assessment Memo

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

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

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

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

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

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

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

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

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

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

Task 7: Project Management & Meetings

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

Task 8: Quality Assurance/Quality Control

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

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

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

Task 1: Re-validation Form for SCE Transmission Line

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

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

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

Task 3: Supplemental Cultural Resource Studies

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

Task 4: Supplemental Initial Site Assessment

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

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

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

Task 7: Project Management & Meetings

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

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

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

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

EXHIBIT C-1

SUMMARY

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

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

SUMMARY BY FIRM

TASK	DESCRIPTION		WKE		GPA		Group Delta		Padre		TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS												
1.1	Hazardous Waste		0	$0	0	$0	1095	$113,917	0	$0	1,095	$113,917
	Suppliers/ODCs							$272,641				$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		**0**	**$0**	**0**	**$0**	**0**	**$386,558**	**0**	**$0**	**0**	**$386,558.37**
MILESTONE 2 - ENVIRONMENTAL REVALIDATION												
2.1	Re-validation Form and Technical Memos for SCE Transmission Line		12	$3,187	263	$27,027	0	$0	0	$0	275	$30,214
2.2	Re-validation Form for 95 Percent Project Design		12	$3,187	96	$8,809	0	$0	0	$0	108	$11,997
2.3	Supplemental Cultural Resource Studies		4	$1,007	0	$0	0	$0	0	$0	4	$1,007
2.4	Supplemental Initial Site Assessment		4	$1,007	0	$0	0	$0	0	$0	4	$1,007
2.5	Supplemental Community Impact Assessment Memo		4	$1,007	32	$2,995	0	$0	0	$0	36	$4,002
2.6	Agricultural Resources		4	$1,007	32	$2,995	0	$0	0	$0	36	$4,002
2.7	Project Management and Meetings		16	$4,361	120	$15,945	0	$0	0	$0	136	$20,306
2.8	Quality Assurance/Quality Control		8	$2,097	20	$2,732	0	$0	0	$0	28	$4,829
	ODCs					$21,167						$21,167
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		**64**	**$16,860**	**563**	**$81,671**	**0**	**$0**	**0**	**$0**	**627**	**$98,531.54**
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT												
3.1	Shell Oil Wells and Pipelines Abandonment		0	$0	0	$0	0	$0	52	$4,985	52	$4,985
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		**0**	**$0**	**0**	**$0**	**0**	**$0**	**52**	**$4,985**	**52**	**$4,984.86**
	SUBTOTAL ALL MILESTONES		**64**	**$16,860**	**563**	**$81,671**	**0**	**$386,558**	**52**	**$4,985**	**679**	**$490,074.77**

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

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

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

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

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

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

GPA

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Senior Environmental Planner	Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	Cost
	Project Billing Rate (Burdened) for 1/1/18 to 12/13/19	Project Average	$255.73	$136.60	$132.88	$79.82	$74.50	$154.99	$126.68	$96.87	$83.82	$117.97		
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS														
1.2	Hazardous Materials												0	$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0		0	0	$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION														
2.1	Re-validation Form and Technical Memos for SCE Transmission Line			25	62	128				24		24	263	$27,026.69
2.2	Re-validation Form for 95 Percent Project Design				12	64				12		8	96	$8,809.27
2.3	Supplemental Cultural Resource Studies												0	$0.00
2.4	Supplemental Initial Site Assessment												0	$0.00
2.5	Supplemental Community Impact Assessment Memo				4	22						6	32	$2,995.41
2.6	Agricultural Resources				4	22						6	32	$2,995.41
2.7	Project Management and Meetings				120								120	$15,945.46
2.8	Quaility Assurance/Quality Control			20									20	$2,731.97
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	45	202	236	0	0	0	36		44	563	$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT														
3.1	Shell Oil Wells and Pipelines Abandonment												0	$0.00
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	0	0	0	0	0	0	0		0	0	$0.00
	SUBTOTAL ALL MILESTONES		0	45	202	236	0	0	0	36		44	563	$60,504.20
	SUBTOTAL Other Direct Cost													$636.91
	SUBTOTAL Subconsultants													$20,530.00
	TOTAL		0	45	202	236	0	0	0	36		44	563	$81,671.11

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

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

PADRE

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

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

2. In Section 14(a) of the Agreement, the figure "$5,852,200.28," is deleted and hereby replaced by the figure,"$8,909,080.94."

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

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

[Signatures on next page]

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

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

CITY OF OXNARD

Tim Flynn 4/21/20

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

ATTEST:

Michelle Ascencion 4/22/20

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

APPROVED AS TO FORM:

3-3-2020

Stephen M. Fischer Date
City Attorney (always required)

WKE, INC.

CEO 3/4/2020

Wei Koo, President Date

3/5/2020

Carlos Cadena, Senior Vice President Date

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

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

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

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

EXHIBIT A-2

SCOPE OF SERVICES

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

EXHIBIT C-2
COMPENSATION RATES

WKE

January 8, 2020

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

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

Dear Ms. O'Leary,

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

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

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

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

Sincerely,

Carlos Cadena
Executive VP/Project Manager

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

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

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

TEAM BREAKDOWN

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

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

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

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

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

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

WKE

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

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

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

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

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

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

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

DOUGLAS ENGINEERING

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

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

Consultant Douglas Enginering, Inc

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

DIRECT LABOR

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

LABOR COSTS

a) Subtotal Direct Labor Costs $4,495.00

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

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

INDIRECT COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

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

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

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

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

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

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

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

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

List services the consultant is providing under the proposed contract:

EPIC LAND SOLUTIONS

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00

TYPE NAME AND TITLE HOLLY ROCKWELL	
NAME OF FIRM Epic Land Solutions, Inc.	DATE OF SUBMISSION August 5, 2019

Epic Land Solutions, Inc.

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

FUGRO USA LAND

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

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

Fugro USA Land

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

GPA CONSULTANTS

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

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

GPA Consultants

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

GROUP DELTA

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

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

TYPE NAME AND TITLE Glenn Burks	
NAME OF FIRM Group Delta	DATE OF SUBMISSION August 5, 2019

Group Delta

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

GUIDA SURVEYING

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.580	Mileage	1800	$1,044.00
		3a. TOTAL	$1,044.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)	50	$7.50
$0.45	Printing (11"x17" Black & White)	50	$22.50
$0.55	Printing (8.5"x11" Color)	50	$27.50
$0.75	Printing (11"x17" Color)	50	$37.50
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$95.00

TYPE NAME AND TITLE Ralph W. Guida IV, PLS	
NAME OF FIRM Guida Surveying	DATE OF SUBMISSION August 5, 2019

Guida Surveying

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

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

HAMNER, JEWELL AND ASSOCIATES

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.580	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
$500.00	Postage and Delivery	1	$500.00
$15,000.00	Appraisal (Complex Industrial/AG)	11	$165,000.00
$15,000.00	Farming Expert Consultant	1	$15,000.00
		5. TOTAL	$180,500.00

TYPE NAME AND TITLE	
Lillian Jewell, President and Managing Senior Associate	
NAME OF FIRM	DATE OF SUBMISSION
Hamner, Jewell & Associates	August 5, 2019

Hamner, Jewell & Associates

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

KIMLEY-HORN AND ASSOCIATES

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
$10.00	Parking	10	$100.00
$0.580	Mileage	800	$464.00
		3a. TOTAL	$564.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)	50	$25.00
$2.00	Full Color Presentation Exhibits	50	$100.00
		5. TOTAL	$125.00

TYPE NAME AND TITLE	
NAME OF FIRM Kimley Horn and Associates, Inc	DATE OF SUBMISSION August 5, 2019

Kimley Horn and Associates, Inc

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

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

KENNEDY/JENKS CONSULTANTS

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.580	Mileage	1500	$870.00
		3a. TOTAL	$870.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	2,000	$240.00
$0.13	Printing (11"x17" Black & White)	240	$31.20
$0.25	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)		$0.00
$2.70	Full Color Presentation Exhibits		$0.00
$0.60	Printing (24"x36" Bond)	240	$144.00
$5.70	Printing (24"x36" Mylar)	24	$136.80
		5. TOTAL	$552.00

TYPE NAME AND TITLE	
Jeff Savard,Vice President	
NAME OF FIRM	DATE OF SUBMISSION
Kennedy/Jenks Consultants	July 30, 2019

Kennedy/Jenks Consultants

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

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

LIN CONSULTANTS

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

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

LIN Consulting, Inc.

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

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

PACRIM ENGINEERING

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

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

TYPE NAME AND TITLE Peter Liu, Principal	
NAME OF FIRM PacRim Engineering Inc	DATE OF SUBMISSION

PacRim Engineering Inc.

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

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

PADRE

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking	0	$0.00
$0.545	Mileage	0	$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	0	$0.00
$0.13	Printing (11"x17" Black & White)	0	$0.00
$0.25	Printing (8.5"x11" Color)	0	$0.00
$0.50	Printing (11"x17" Color)	0	$0.00
$2.70	Full Color Presentation Exhibits	0	$0.00
$0.60	Printing (24"x36" Bond)	0	$0.00
$5.70	Printing (24"x36" Mylar)	0	$0.00
		5. TOTAL	$0.00

TYPE NAME AND TITLE Jeff Savard,Vice President	
NAME OF FIRM Padre Associates, Inc.	DATE OF SUBMISSION

Padre Associates, Inc

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

TATSUMI AND PARTNERS

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

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

TYPE NAME AND TITLE David Tatsumi, President	
NAME OF FIRM Tatsumi and Partners, Inc.	DATE OF SUBMISSION

Tatsumi and Partners, Inc.

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

Tatsumi and Partners, Inc.

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

Agreement No. A-8094

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

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

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

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

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

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

[Signatures on next page]

COUNCIL APPROVED
07-06-2021 J6(2)
DATE

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

CITY OF OXNARD

7-6-21

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

WKE, Inc.

5/18/21

Wei Koo, President Date

May 18, 2021

Carlos Cadena Date
Senior Vice President

ATTEST:

7/6/21

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

APPROVED AS TO FORM:

for 5-26-21

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

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

EXHIBIT A-3

SCOPE OF SERVICES

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

EXHIBIT B-1

SCHEDULE OF SERVICES

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

Exhibit C-3
COMPENSATION RATES

April 12, 2021

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

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

Dear Debbie,

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

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

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

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

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

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

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

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

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

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

Sincerely,

Carlos Cadena
Project Manager

SCOPE OF SERVICES

Scope of Services

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

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

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

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

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

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

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

Item No. 4 - Task 5.1b - Percolation Testing

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

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

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

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

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

Table 1: Preliminary Scope of Laboratory Testing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Deliverables.

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

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

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

GUIDA

Task 1

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage 24 days 50 miles each way from LA		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)		$0.00
$0.45	Printing (11"x17" Black & White)		$0.00
$0.55	Printing (8.5"x11" Color)		$0.00
$0.75	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00

TYPE NAME AND TITLE Tim Fettig, PLS	SIGNATURE Tim Fettig
NAME OF FIRM Guida Surveying	DATE OF SUBMISSION

HAMNER, JEWELL & ASSOCIATES

Tasks 2 & 3

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

FUGRO

Task 4

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$520.00	Well Materials Storage	1	$520.00
$750.00	Water Tank	1	$750.00
$1,420.00	Lab Testing	1	$1,420.00
		5. TOTAL	$2,690.00

TYPE NAME AND TITLE	
NAME OF FIRM Fugro	DATE OF SUBMISSION January 25, 2021

Fugro

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

GROUP DELTA

Task 5

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
$10.00	Parking	0	$0.00
$0.580	Mileage	0	$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$4,800.00	Oxnard Encroachment Permit	0	$0.00
$800.00	Ventura County Encroachment Permit	0	$0.00
$3,500.00	Caltrans Encroachment Permit	0	$0.00
$135.00	Oxnard Boring Permit	0	$0.00
$650.00	Ventura County Boring Permit	0	$0.00
$25.00	FedEx	2	$50.00
$75.00	PPE & Sampling Supplies (gloves, baggies, ic	0	$0.00
$180.00	Lodging (Nights)	0	$0.00
$7,500.00	UPRR Related Fees (Access, Insurance)	0	$0.00
		5. TOTAL	$50.00

TYPE NAME AND TITLE	
Glenn Burks, PhD, PE - Principal & Director of Environmental Services	
NAME OF FIRM	DATE OF SUBMISSION
Group Delta	November 2, 2020

Group Delta

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

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

DOUGLAS ENGINEERING

Task 6

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	0	$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.10	Printing (8.5"x11" Black & White)	0	$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00

TYPE NAME AND TITLE Douglas H Mays, President	SIGNATURE Douglas H Mays
NAME OF FIRM Douglas Engineering	DATE OF SUBMISSION April 12, 2021

Douglas Engineering

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

Agreement No. A-8094

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fourth amendment ("Fourth Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of November, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019, by a First Amendment, on April 20, 2020, by a Second Amendment, and on July 6, 2021, by a Third Amendment.

City and Consultant agree as follows:

1. The date in Section 12 of the Agreement is hereby amended to "June 30, 2023".

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

[Signatures on next page]

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

CITY OF OXNARD

Daniel Willhite — Nov 16, 2021

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

ATTEST:

N/A

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

APPROVED AS TO FORM:

11/15/21

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

WKE, Inc.

11/15/21

Wei Koo, President — Date

11/08/2021

Carlos, Cadena
Senior Vice President — Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fifth Amendment ("Fifth Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of May, 2022 by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019 by a First Amendment, on April 21, 2020 by a Second Amendment, on July 6, 2021 by a Third Amendment, and on November 16, 2021, by a Fourth Amendment.

City and Consultant agree as follows:

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

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

3. In Section 14(a) of the Agreement, the figure "9,005,397.70," is deleted and hereby replaced by the figure, "9,500,957.18."

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

5. The following Section 38 Iran Contracting Act Certification shall be added to the Agreement.

"In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.05 as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury."

6. The following is attached hereto and incorporated herein by this reference into the Agreement: Iran Contracting Act Certification.

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

[Signatures on next page]

COUNCIL APPROVED
05/05/2022 v3
DATE

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

CITY OF OXNARD

5-3-22

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

WKE, Inc.

4/13/22

Wei Koo, President Date

4/13/22

Carlos Cadena, Senior Vice President Date

ATTEST:

R. Chaparro 5/3/22

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

APPROVED AS TO FORM:

4-14-22

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

1

EXHIBIT A-4

Scope of Services

TASK 1 – RIGHT-OF-WAY ENGINEERING SERVICES

Consultant will provide coordination and additional documentation and engineering drawings requested by Caltrans to facilitate the right-of-way acquisition estimates and compensation offers to property owners required to construct the project.

Subtask 1.1.1 Westridge Venture TCE Surveys
An appraisal map and legal description are required to connect the new sidewalk from the westerly side of Rice Avenue to the parking lot in the private property.

Subtask 1.1.2 UPRR Plats, Legal Descriptions, and Appraisal Maps
An appraisal map and legal description is required by the Caltrans Railroad Coordinator to perform street vacation. The additional exhibits and documents are required for the city to convey fee title to UPRR for the center 50' of Rice Avenue during the C&M negotiations and for Caltrans to execute the Construction Agreement with UPRR.

Subtask 1.1.3 Appraisal Maps and Legal Descriptions for Pegh TCE
An appraisal map and legal description are required to allow the contractor to backfill a detention basin along the southern limits of the property. Elimination of the depression will allow for the integrity of the property to be maintained and compensation for damages to be minimized.

Subtask 1.1.4 UWCD New Generator Survey
Consultant will provide Topographic Survey and plot Record Boundaries of a new generator facility recently installed by UWCD. Consultant will collect data for sufficient points to generate the Topographic Features, visible utilities, and other facilities to depict the existing condition of the property. The appraisal maps and legal descriptions will be updated to reflect the added equipment area.

Subtask 1.2.1 Additional Pegh Parcels Valuations
Consultant will prepare five additional larger parcels valuations for the Pegh property to separate the cost from the appraisal cost for the full property.

Subtask 1.2.2 Provide In-Person Property Inspection
Caltrans has requested Review Appraiser to include note stating, "review appraiser has personally inspected the property in the field" and certify comparable sales properties are mentioned in the Appraisal Report. A field visit is required to conform to Caltrans requirements.

Subtask 1.2.3 UPRR Appraisal Maps Independent Review Updates
Caltrans requires an independent appraisal review related to the appraisal map prepared under Subtask 1.1.2.

Subtask 1.3 Pegh and Hailwood Acquisition Coordination and Exhibits
Caltrans has required additional exhibits necessary for appraisers to estimate compensation values for Hailwood, UPRR, and Pegh. Consultant is required to coordinate with Caltrans ROW, appraisers and independent appraisers to develop documentation presented to Caltrans.

Subtask 1.4.1 Oil Wells Abandonment Plans and Specifications and Ownership Transfer
The County of Ventura received a rejection from the California Energy Management Division (CalGEM) on the county's request to abandon the Sturgis 1 oil well located within the Rice Avenue Grade Separation project limits. WKE will prepare detail drawings and specifications for the abandonment work to be included in the contract and will secure the well abandonment permit from CalGEM. Consultant will coordinate with Caltrans to transfer each well to the City of Oxnard and County of Ventura.

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The following tasks will be completed:

- Prepare wellbore diagrams for Pfeiler 2 & Sturgis 1
- Prepare and submit transfer of ownership forms for same
- Prepare well programs for same
- Prepare and submit CalGEM permit requests for same
- Negotiations with CalGEM to finalize well plan
- Finalize well programs and bid third party work
- Engineering support for rig up and wellwork for same
- Prepare and submit final wellwork reports to CalGEM for same

Subtask 1.4.2 Oil Wells Abandonment and Ownership Transfer Coordination
This task also allows for coordination with Caltrans, CalGEM, City and County to process the necessary permits and approvals.

Subtask 1.5 Oil Pipeline Abandonment
Consultant will prepare specifications for the removal of existing abandoned of the 4" oil pipelines and develop removal plans. Specifications will include the removal of existing fluids in the pipelines, and the cleaning, handling, and disposal requirements including hazardous waste for fluids and pipe wrapping. Consultant with provide coordination, perform reviews, and address agencies comments.

Subtask 1.6.1 & 1.6.2 RIGHT-OF-WAY ACQUISITION SERVICES
Services will be provided to revise appraisal maps and independent reviews required during condemnations. Survey staking will be performed to identify right-of-way impacts in the field. Exhibits and documentation will be prepared to complete Resolution of Necessity (RON) for properties that require condemnation.

TASK 2 – DEWATERING ANALYSIS

The project requires a preliminary evaluation of the dewatering to assess if bid documents should allow for the dewatering activities and discharging of groundwater into local storm drain facilities. To review the potential for discharge in the local sewers, the water district requires an evaluation of the anticipated volume of discharge expected.

Subtask 2.1 Dewatering Analysis

The scope of work includes:

- Review of readily available geotechnical and geologic data including the geotechnical report prepared for the site
- Evaluate a preliminary rate of groundwater discharge for each sewer trench based on existing data assuming the entire trench will be dewatered
- Geotechnical calculations, findings and recommendations will be presented in a memorandum signed by a registered Geotechnical Engineer (GE) in the State of California.
- Address Review comments by attending one meeting or addressing one round of written comments
- The scope of work does not include any subsurface investigation, labotratory testing, or other items not specifically listed above.

Subtask 2.2 Coordination and Reviews
Consultant will coordinate with Chief, Office of Geotechnical Design South (OGDS)-Branch D for all necessary reviews and approvals.

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TASK 3 – PILE DRIVABILITY FOUNDATION ANALYSIS

The pile drivability study is proposed in response to concerns from Caltrans on whether the proposed 20-inch-diamter closed end pipe piles can be driven to the current planned specified tip elevation of 14 feet with a driving resistance of 700 kips estimated using the LCPC static pile capacity analysis method.

Subtask 3.1 Pile Drivability Foundation Analysis

The analyses will be performed as part of the design phase of the project to evaluate pile behavior during a hammer impact. Our analyses will model the hammer-pile-soil system and using the one-dimensional "wave equation analysis" to evaluate the transmission of longitudinal stress waves within the pile. The wave equation uses the GRLWEAP computer program, which allows specific and varied input for the hammer, pile, and soil models. Analysis results are typically used for hammer and cushion selection, driving criteria, acceptance, and to control pile stresses. Results can be presented as a "drivability study" to assess whether the proposed hammer can install the pile to depth desired, or as a "bearing graph" of blow count vs. capacity, as an "inspector's chart" indicating the minimum blow count required to achieve acceptable capacity at a given hammer energy. The WEAP analyses for this effort will be used in a drivability study.

The analyses are being performed in the design phase of the project. As such, a pile driving contractor has not been selected and pile driving system to be used for the project is not known. Options for selecting the input hammer/driving system for use in the analyses could include: 1) incorporating data provided to us from Caltrans for the hammer/driving system used to drive piles for the Rice Avenue-Highway 101 Overcrossing, or 2) incorporating a presumptive hammer/driving system selected by the geotechnical consultant.

TASK 4 – CONSTRUCTION BID PACKAGE

WKE will coordinate with city staff and assist with providing design documents and related project information for the city to prepare the bid package. This work will be performed on a Time-and-Materials basis with services provided as requested by the city up to the allocated budget.

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EXHIBIT B-2

SCHEDULE OF SERVICES

Activity	Proposed Date
A. Begin Work	July 2018
B. Draft PS&E	
B.1 Submit (65%) PS&E Alternative 2A	March 2019
B.2 Submit (65%) PS&E Alternative 2B	June 2020
B.3 Submit (95%) PS&E Alternative 2B	March 2021
C. Submit Final PS&E (100%) Alternative 2B	October 2021
D. Ready to List	June 2023
E. Advertise	July 2023
F. Award	December 2023
G. Begin Construction	January 2024
H. Completion of Construction	August 2027
I. Project Close Out	December 2027

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WKE

EXHIBIT C-4
COMPENSATION RATES

April 6, 2022

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

Subject: Contract Modification to Contract No. A-8094 – MOD No. 5
Additional Engineering Services for Right-of-Way Acquisition
And Encroachment Permit Approval
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

Attached is our proposal for the additional design services required to complete Right-of-Way Acquisition and to obtain approval of the Caltrans Encroachment Permit to move the project to construction.

Task No.	Description	Fee
1	Right-of-Way Acquisition	$438,251.83
2	Dewatering Analysis	$ 13,775.82
3	Pile Drivability Foundation Analysis	$ 7,922.00
4	Construction Bid Package	$ 35,609.83
	Total	$495,559.48

We have added the specialized services of InterAct PMTI to assist with the re-abandonment of the Shell Oil Wells and UtiliCoor to assist with the specifications for the abandoned Oil Pipeline Facilities impacted by the project. Both firms will use the Safe Harbor overhead rate of 120% and are not required by Caltrans Local Assistance to provide backup information for their overhead rate calculation.

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

Sincerely,

Carlos Cadena
Project Manager

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CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				April 6, 2022
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 5 - PS&E - Rice Avenue Grade Separation (Alternative			TOTAL AMOUNT OF PROPOSAL **$495,559.48**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	44	$129.33	$5,690.52	
Discipline Lead	572	$105.53	$60,363.16	
Senior Task Manager	46	$103.59	$4,764.91	
Senior Project Engineer 2	48	$98.08	$4,707.84	
Senior Project Engineer 1	580	$85.09	$49,349.30	
Project Engineer	40	$66.55	$2,661.80	
Assistant Engineer	20	$47.14	$942.80	
CADD	40	$43.64	$1,745.60	
Administrative	12	$52.52	$630.24	
Labor Cost	1,402		$130,856.17	
Total Direct Labor				$130,856.17
2. Labor Overhead Rate	Rate			
	147.06%		$192,437.08	
				$323,293.25
3. Travel*			Est. Cost ($)	
a. Transportation				
		Total Travel		$0.00
4. Subcontractors/Suppliers**				Budget
Guida Surveying, Inc				$ 32,894.40
Hamner, Jewell & Associates (Riggs & Riggs)				$ 52,572.86
Fugro				$ 7,922.00
Group Delta				$ 8,645.23
UtilCoor				$ 5,867.40
InterAct				$ 32,035.00
Total Subcontractors/Suppliers (Cost to Complete)				$ 139,936.89
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$32,329.34
TOTAL COST AND FEE TO COMPLETE PROJECT				**$495,559.48**

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

RICE AVENUE GRADE SEPARATION PROJECT			Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	Total Hours	Cost
TASK 1 - RIGHT-OF-WAY ENGINEERING SERVICES													
1.1.1	Westridge Ventura TCE Surveys	Guida											$ 5,993.46
1.1.2	UPRR Plats, Legal Descriptions and Appraisal Maps	Guida											$ 12,498.59
1.1.3	Appraisal Maps and Legal Descriptions for Pegh TCE	Guida											$ 4,498.12
1.1.4	UWCD New Generator Survey	Guida											$ 9,904.23
1.2.1	Additional Pegh Parcels Valuations	HJA (Riggs & Riggs)											$ 20,000.00
1.2.2	Provide In-Person Property Inspections	HJA (Riggs & Riggs)											$ 650.00
1.2.3	UPRR Appraisal Maps Independent Review Updates	HJA (Riggs & Riggs)											$ 12,000.00
1.3	Pegh & Hailwood Acquisition Coordination with Riggs/Caltrans	WKE		120			180					300	$ 76,037.14
1.4.1	Shell Oil Well Abandonment Plans,Specification and Ownership Transfer	InterAct											$ 32,035.00
1.4.2	Shell Oil Well Abandonment Coordination and Exhibits	WKE		140			80					220	$ 58,649.82
1.5	Oil Pipeline Abandonment	UtilCoor											$ 5,867.40
1.6.1	Right of Way Acquisition Appraisal Maps and Independent Reviews	HJA/Riggs & Riggs											$ 19,922.86
1.6.2	Right of Way Acquisition and Coordination	WKE	40	220		48	320	40	20	40	12	740	$ 180,195.21
	SUBTOTAL - Task 1		**40**	**480**	**0**	**48**	**580**	**40**	**20**	**40**	**12**	**1,260**	**$ 438,251.83**
TASK 2 - DEWATERING ANALYSIS													
2.1	Dewatering Analysis	Group Delta											$ 8,645.23
2.2	Coordination and Reviews	WKE		12	6							18	$5,130.59
	SUBTOTAL - Task 2		**0**	**12**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**$ 13,775.82**
TASK 3 - PILE DRIVABILITY FOUNDATION ANALYSIS													
3.1	Pile Drivability Analysis	Fugro										0	$ 7,922.00
	SUBTOTAL - Task 3		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 7,922.00**
TASK 4 - BID PACKAGE ASSISTANCE													
4.1	Coordination and Support	WKE	4	80	40							124	$ 35,609.83
	SUBTOTAL - Task 4		**4**	**80**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**124**	**$ 35,609.83**
TOTAL			**44**	**572**	**46**	**48**	**580**	**40**	**20**	**40**	**12**	**1,402**	**$ 495,559.48**

PRICE SUMMARY SHEET
SCHEDULE OF FEES
April 6, 2022
SCHEDULE I - HOURLY RATE SCHEDULE

Classification	Job Function		Unburdened Salary Rate	Burdened Salary Rate
Project Manager	Project Manager/Director	C Cadena	$129.33	$351.47
Discipline Lead	Roadway/Structures	W Koo/D Weddell	$105.53	$286.79
Senior Task Manager	Drainage	J Zheng/A Wang	$103.59	$281.51
Senior Project Engineer 2	Roadway/Structures Design	M. Hynes	$98.08	$266.55
Senior Project Engineer 1	Roadway Design	M Dey/U Sandirasegaram/H Tong	$79.79	$216.83
Project Engineer	Design	A Banesh/Y Arai	$66.55	$180.85
Assistant Engineer	Design	A Mathur	$50.35	$136.83
CADD	CADD	J Barriga	$48.75	$132.49
Administrative	Administrative	E Koo	$55.60	$151.10

Field Overhead Rate:	
Office Overhead Rate:	147.06%
Profit:	10.0%

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GUIDA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Guida Surveying**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 601 South Figueroa St, Los Angeles CA 90017			CONTRACT NO. RFP PW18-47	
Services to be Performed Surveying Services			TOTAL AMOUNT OF PROPOSAL **$32,894.40**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal Land Surveyor	5	$102.50	$512.50	
Sr. Project Manager	6	$84.00	$504.00	
Project Manager	15	$72.00	$1,080.00	
Project Surveyor	32	$65.00	$2,080.00	
Project Analyst	29	$53.50	$1,551.50	
CADD Survey Technician	26	$42.00	$1,092.00	
CADD Operator	21	$35.00	$735.00	
PLS Party Chief (Union Field)	18	$58.01	$1,044.18	
Chainman (Union Field)	18	$51.28	$923.04	
Labor Cost	170		$9,522.22	
			$0	
Total Direct Labor				$9,522.22
2. Labor Overhead Rate	Rate			
	213.95%			
				$20,372.79
3. Travel			Est. Cost ($)	
a. Transportation			$9.89	
b. Per Diem or Subsistence			$0	
		Total Travel		$9.89
4. Subcontractors/Suppliers			Est. Cost ($)	
C-BELOW				
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$2,989.50
TOTAL ESTIMATED COST AND FEE				**$32,894.40**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	18	$9.89
		3a. TOTAL	$9.89
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)		$0.00
$0.45	Printing (11"x17" Black & White)		$0.00
$0.55	Printing (8.5"x11" Color)		$0.00
$0.75	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00
TYPE NAME AND TITLE Ralph W. Guida IV, PLS			
NAME OF FIRM Guida Surveying		DATE OF SUBMISSION April 4, 2022	

Guida Surveying

TASK	DESCRIPTION	FIRM	Principal Land Surveyor	Sr. Project Manager	Project Manager	Project Surveyor	Project Analyst	CADD Survey Technician	CADD Operator	PLS Party Chief (Union Field)	Chainman (Union Field)	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 1/1/22 to 12/31/22	**Project Average**	$353.98	$290.09	$248.65	$224.47	$184.76	$145.04	$120.87	$200.33	$177.09		
TASK 2 - RIGHT-OF-WAY ENGINEERING SERVICES													
2.1	Westridge Ventura TCE	Guida	1	1	2	3	6	12	11			36	$5,993.46
2.2	UPRR Plats and Legal Descriptions	Guida	2	2	6	16	14	9	6	4	4	63	$12,498.59
2.3	Appraisal maps and legal descriptions for Pegh TCE	Guida	1	1	3	7	4	3	3			22	$4,498.12
2.4.1	UWCD new generator surveying	Guida	1	2	4	6	5	2	1	14	14	49	$9,894.34
2.4.2	ODCs												$9.89
			5	6	15	32	29	26	21	18	18	170	$32,894.40

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HAMNER JEWELL & ASSOCIATES

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Hamner, Jewell & Associates**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420			CONTRACT NO. RFP PW18-47	
Services to be Performed Right of Way Services			TOTAL AMOUNT OF PROPOSAL **$52,572.86**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Managing Senior Associate	40	$95.00	$3,800	
Right of Way Agent (Sr II)	240	$48.50	$11,640	
Right of Way Agent (Sr I)	111	$44.00	$4,884	
Right of Way Agt II		$0.00	$0	
Right of Way Agt I		$0.00	$0	
Transaction Coordinators		$36.00	$0	
Clerical Support		$17.74	$0	
Project Coordinator		$40.87	$0	
Project Administrator		$0.00	$0	
Labor Cost	391		$20,324	
Escalation	3%		$366	
Total Direct Labor				$20,690
2. Labor Overhead Rate	Rate			
	131.00%			
				$27,103.68
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$0
6. General & Admin. Expense				
7. Fee		10%		$4,779
TOTAL ESTIMATED COST AND FEE				**$52,572.86**

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FUGRO

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Fugro**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 5855 Rickenbacker Road, Commerce, CA 90040			CONTRACT NO. RFP PW18-47	
Services to be Performed Pile Drivability Evaluation			TOTAL AMOUNT OF PROPOSAL **$7,922.34**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	16	$244.98	$3,919.68	
Associate	0	$201.54	$0.00	
Senior	18	$170.55	$3,069.90	
Senior Project	0	$159.99	$0.00	
Project	0	$137.20	$0.00	
Senior Staff	0	$119.26	$0.00	
Staff	6	$105.05	$630.30	
Staff GIS/Illustrator	2	$151.23	$302.46	
Labor Cost	42		$7,922.34	
Total Direct Labor				$7,922.34
2. Labor Overhead Rate	Rate			
				$0
3. Travel			Est. Cost ($)	
a. Transportation				
b. Per Diem or Subsistence				
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
		Total Subcontractors/Suppliers		$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
TOTAL ESTIMATED COST AND FEE				$7,922.34
			Call	**$7,922.00**

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GROUP DELTA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Group Delta**			DIVISIONS/LOCATIONS Geotechnical	
Home Office Address 32 Mauchly, Suite B, Irvine, CA 92618			CONTRACT NO.	
Services to be Performed Borrow Site Analysis - Calleguas Creek			TOTAL AMOUNT OF PROPOSAL **$8,645.23**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	3	$96.85	$291	
Associate	24	$67.60	$1,622	
Senior	0	$52.12	$0	
Project	0	$40.10	$0	
Staff	30	$31.43	$943	
Technician	0	$35.86	$0	
Draftsperson	0	$36.84	$0	
Project Support	0	$29.13	$0	
	0	$0.00	$0	
Labor Cost	57		$2,856	
Escalation	3%	Per 10-H	$0	
Total Direct Labor				$2,856
2. Labor Overhead Rate	Rate			
	175.20%			
				$5,003
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$786
TOTAL COST AND FEE TO COMPLETE PROJECT				**$8,645.23**

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Group Delta

TASK	DESCRIPTION	FIRM	Principal	Associate	Senior	Project	Staff	Technician	Draftsperson	Project Support	TOTAL HOURS	COST TO COMPLETE
	Project Billing Rate (Burdened)	Project Average	$233.18	$204.64	$157.78	$121.39	$85.14	$106.58	$111.52	$88.18		
TASK - Preliminary Dewater Evaluation												
	Preliminary Groundwater Discharge Evaluation		3	24	0	0	30	0	0	0	57	$8,645
	Review Existing Geotechnical Data and Sewer Plans'	Group Delta	1	4			4				9	$1,492
	Evaluation of Preliminary Groundwater Discharge at Two Sewer Locations	Group Delta		8			16				24	$3,159
	Preperation of Preliminary Geotechnical Dewatering Memorandum	Group Delta	2	8			10				20	$3,175
	Response to Comments	Group Delta		4							4	$819
	SUBTOTAL - Task 5 - Geotechnical Investigation		3	24	0	0	30	0	0	0	57	$8,645
	SUBTOTAL Design Phase (Tasks 1 thru 6)		3	24	0	0	30	0	0	0	57	$8,645
	SUBTOTAL Construction Phase (Task 7)		0	0	0	0	0	0	0	0	0	$0
	SUBTOTAL Other Direct Cost		0	0	0	0	0	0	0	0	0	$0
	SUBTOTAL Subconsultants		0	0	0	0	0	0	0	0	0	$0
	TOTAL		3	24	0	0	30	0	0	0	57	$8,645.23

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UtilCoor

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Utility Coordinating, Inc. (UtiliCoor)**			DIVISIONS/LOCATIONS	
Home Office Address 8840 Warner Suite 101, Fountain Valley, CA 92708			CONTRACT NO. RFP PW18-47	
Services to be Performed Utility Removal Specification Services			TOTAL AMOUNT OF PROPOSAL **$5,867.40**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	0	$100.00	$0.00	
Principal PM/Engineer	26	$90.00	$2,340.00	
Project Administrator	4	$50.00	$200.00	
Principal Designer	0	$70.00	$0.00	
Senior ROW Agent	0	$77.00	$0.00	
Labor Cost	30		$2,540.00	
Escalation	3%		$0.00	
Total Direct Labor				$2,540.00
2. Labor Overhead Rate	Rate			
Overhead	110.00%	$2,540	$2,794.00	
FCCM		$2,540	$0.00	
				$2,794.00
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0.00	
Total Travel				$0.00
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$533.40
TOTAL ESTIMATED COST AND FEE				**$5,867.40**

Utility Coordinating, Inc

TASK	DESCRIPTION	FIRM	Principal	Principal PM/Engineer	Project Administrator	Principal Designer	Senior ROW Agent	0.00	0.00	0.00	0.00	0.00	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 12/1/21 to 12/31/22	**Project Average**	$231.00	$207.90	$115.50	$161.70	$177.87	$0.00	$0.00	$0.00	$0.00	$0.00		
1.5	**Bid Specifications**	**Various**	**0**	**26**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**$5,867.40**
1.5	100% Specifications	Various		26	4								30	$5,867.40
	SUBTOTAL - Task 1 - Specification Preparation		**0**	**26**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**$5,867.40**

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InterAct

CONTRACT PRICING PROPOSAL				
InterAct			Ventura	
Home Office Address 260 Maple Court, Ste 210. Ventura 93003			CONTRACT NO. RFP PW18-47	
Services to be Performed Oil Well Services			TOTAL AMOUNT OF PROPOSAL **$32,035.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Data Analyst III	5	$67.53	$337.66	
Data Analyst IV	20	$71.43	$1,428.57	
Well Engineer IV	62	$93.07	$5,770.56	
Principal Engineer	65	$97.40	$6,331.17	
	0		$0.00	
Labor Cost	152		$13,867.97	
Escalation	3%		$0.00	
Total Direct Labor				$13,867.97
2. Labor Overhead Rate	Rate			
Overhead	110.00%	$13,868	$15,254.76	
FCCM	0.00%	$13,868	$0.00	
				$15,254.76
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0.00	
		Total Travel		$0.00
4. Subcontractors/Suppliers			Est. Cost ($)	
None				
		Total Subcontractors/Suppliers		$0.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee			10%	$2,912.27
TOTAL ESTIMATED COST AND FEE				**$32,035.00**

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InterAct

TASK	DESCRIPTION	FIRM	Data Analyst III	Data Analyst IV	Well Engineer IV	Principal Engineer	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 12/1/21 to 12/31/22	**Project Average**	$156.00	$165.00	$215.00	$225.00		
TASK 2 - PLAN PREPARATION								
2.3-10	**Final Utility Plans**	**WKE/KJC**	**5**	**20**	**62**	**65**	**152**	**$32,035.00**
2.3-10h	Existing Oil Well Work	InterAct	5	20	62	65	152	$32,035.00
	SUBTOTAL - Task 2 - Plan Preparation		**5**	**20**	**62**	**65**	**152**	**$32,035.00**

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): WKE

Federal ID Number (or n/a): 470680568

By (Authorized Signature):

Printed Name & Title of Person Signing: Carlos Cadena, Senior Vice President

Date Executed: April 13, 2022

Executed in the County of Ventura in the State of CA

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

AGREEMENT/AMENDMENT REVIEW FORM

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

Contractor/Vendor/Consultant: WKE, Inc. **Agreement No:** A-8094

Address: 1851 E. First Street, Suite 1400, Santa Ana, CA 92705

Contact Name: Carlos Cadena Email: ccadena@wke-inc.com Phone: 714-953-1003 INS- A

Committee Date: N/A Council Date: 5/3/2022

Committee Agenda #: N/A Council Agenda #: TBD

Department: Public Works

Project Manager: Debbie O'Leary

Phone: 805-200-5283

Email: debbie.oleary@oxnard.org

Type of Agreement: Professional Services

Business Tax Cert No. 22 00111703

Secretary of State ID: C3024217

Agreement Term: 3 years

Termination Date: 6/30/2024

Bid No.: N/A

Contingency Requested: $ 0

EISPM Funds [1] Requested: $ 0

Value of Agreement : $ 9,005,397.70

Amendment No: 5

Value of Amendment: $ 495,559.48

Current Agr. Val. (w/amendments) $ 9,500,957.18

P.O. No. (if existing agreement): 7076

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

Funding Source: State Grant-Trade Corridor Enhancement Program

Account No.[2]: 189-3125-826.82-09 Project 133101

NSS Control #: n/a

Purpose of Agreement/Amendment: Plans, Specifications and Estimates for Rice Avenue and Fifth Street/State Route 34 Grade Separation, scope to meet expanded Caltrans requirements for design and right of way phases. This Fifth Amendment will increase the NTE amount to $9,500,957.18.

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

	Initials	Date
1. Project Manager	DO	4/12/2022 | 2:00 PM
2. Division Manager	TA	4/12/2022 | 2:07 PM
3. Assistant Department Director	MJW	4/12/2022 | 2:15 PM
4. Department Director	n/a	
5. General Accounting (for Leases only)		
6. Budget Management		
7. Risk Management[3]		
8. City Attorney		4-14-22
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10. Buyer[5]		
11. Purchasing Manager[6]		
12. City Manager/ACM[7]		
13. Mayor[8]		
14. City Clerk[9]		

UP Real Estate Folder No.: _____
State Agreement Number 07R292
City of Oxnard Agreement No. A-8257
EA 7-31780
PID 0715000274
7-VEN-34 PM 6.2/6.6
DOT Number 745855H
DOT Number 978402K
Railroad Milepost 406.230
Santa Barbara Subdivision

PUBLIC HIGHWAY OVERPASS AGREEMENT
RICE AVENUE OVERPASS

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20___ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("**Railroad**") the **City of Oxnard,** a California Municipal Corporation to be addressed at 300 W 3rd Street, ("**City**") and the **STATE OF CALIFORNIA acting by and through its Department of Transportation** to be addressed at 1120 N St., MS 37, Sacramento, CA 95814 ("**State**") collectively referred to herein as the "**Parties**". City and State may be collectively referred to herein as the "**Public Agency**".

RECITALS:

A. By way of a Street or Highway Easement, Southern Pacific, a former corporation, granted the County of Ventura on April 8, 1969 the right to construct, reconstruct, maintain and use a street or highway across the real property identified as the Rice Avenue At Grade Crossing DOT Number 745855H. Southern Pacific granted by way of a Street or Highway Easement to the City of Oxnard on June 23, 1989 the right to construct, reconstruct, maintain an at grade crossing at Rice Avenue, including the installation of automatic safety devices at the crossing referred to herein as the Existing Crossing ("Existing Crossing"). Railroad is the successor in interest to Southern Pacific Railroad Company.

B. In conjunction with State and Railroad, City proposes to eliminate the Existing Crossing in the vicinity of the intersection of State Route 34 and Rice Avenue (State Route 1) in the City of Oxnard, Ventura County, State of California and replace it with 6-lane overpass structure (the "Structure") to be identified as DOT No. 978402K hereafter referred to as the Project (the "Project".)

C. The proposed Structure will be located 250 feet East of the Existing Crossing and will consist of three lanes of traffic in both directions ("the Structure"). Upon the completion of the Structure and when the Rice Avenue traffic has shifted to the new Structure, Railroad will permanently close the Existing Crossing removing all elements. Upon the closure of the Existing Crossing and receipt of Railroad's contribution to the cost of the Structure, City will relinquish to Railroad its property rights to the Crossing Area as defined herein as **Exhibit A-4**.

D. Pursuant to 23 CFR §646.210(b)(3), Railroad is contributing five percent (5%) of the costs attributable to a Theoretical Structure as defined in 23 CFR §§646.210(c)(1) and (c)(2), as set forth below in this agreement (Section 3) (the "Contribution Amount").

E. Upon the execution of this Agreement, Railroad and State will endorse the General Order 88b application submitted by City to the California Public Utilities Commission for Project's authorization.

F. Upon completion of the Structure and its final acceptance by City and State, Structure will be considered part of the State's Right of Way. City and State agree that State will maintain the superstructure and substructure while City will maintain the roadway surface and lighting. These responsibilities are set forth in a separate highway maintenance agreement between City and State executed on July 6, 2021.

G. The new Structure will clear span Railroad's right of way at a location 250 feet East of the Existing Crossing. The New Crossing Area is shown on the print marked **Exhibit A.** The proposed right of way is described and shown in the legal description and survey marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The type, size and location prints of the Structure are marked **Exhibit A-2,** attached hereto and hereby made a part hereof. The Project's Construction Area is identified in **Exhibit A-3.**

H. State will require aerial easement rights for the new Structure as well as temporary rights for construction activities from Railroad as shown described in **Exhibit A-1** attached hereto and hereby made a part hereof:

a. 16,442 s.f. permanent aerial easement identified as State Parcel 81217-1.

b. 11,321 s.f. temporary construction easement for a period of 53 months identified as State Parcel 81217-2.

c. 7,991 s.f. temporary construction easement for a period of 53 months identified as State Parcel 81218-1.

I. List of exhibits. The following exhibits are hereby incorporated by reference into the Agreement as though fully set forth therein:

Exhibit A Crossing Location Print
Exhibit A-1 Legal Description and survey of Parcels 81217-1, 81217-2 and 81218-1
Exhibit A-2 Structure's general type, size and profile
Exhibit A-3 Map of Construction Area
Exhibit A-4 Area to be Relinquished to Railroad
Exhibit B Public Highway Overpass Agreement
Exhibit C Railroad Cost Estimate
Exhibit C-1 Estimate of Railroad's Theoretical Cost Contribution
Exhibit D Railroad Coordination Requirements
Exhibit E Contractor's Right of Entry Agreement
Exhibit F UPRR & BNSF Guidelines for Railroad Grade Separation Projects

Railroad, City and State are entering into this Agreement to ratify herein their respective obligations as stated above. The Recitals set forth above are true and correct and are hereby incorporated by reference into the Agreement as though fully set forth herein.

AGREEMENT:

DRAFT

UP Real Estate Folder No.: _____
State Agreement Number 07R292
City of Oxnard Agreement No. A-8257
EA 7-31780
PID 0715000274
7-VEN-34 PM 6.2/6.6
DOT Number 745855H
DOT Number 978402K
Railroad Milepost 406.230
Santa Barbara Subdivision

NOW, THEREFORE, in consideration of the covenants, conditions and promises contained herein and for such other good and valuable consideration, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

A. The general terms and conditions marked **Exhibit B,** and the Railroad's Coordination Requirements marked **Exhibit D,** are attached hereto and hereby incorporated by reference into the Agreement. In the event any of the work upon property of Railroad, as herein contemplated, will be advertised for bids by City, the awarded contract shall include Exhibits B and D.

B. Railroad shall have the right to amend its individual Insurance Requirements and Minimum Requirements from time to time to conform to its standard provisions.

C. City is self-insured and will maintain self-insured status during the performance of the work associated with the Project. City agrees to indemnify Railroad against any and all claims arising out of the work performed on the Project as set forth further in this Agreement and consistent with Exhibits B and D.

Section 2. GRANT OF EASEMENT

Upon completion of the execution of this Agreement and Railroad's receipt from State of **XXXX THOUSAND DOLLARS ($XX,000)**, the Railroad shall execute and deliver to the State a permanent aerial easement identified as State Parcel 81217-1 in the form marked **Exhibit A-3**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibit A-1**.

For and in consideration of **$$$ dollars ($$,000)**, the Railroad hereby grants to State temporary construction rights to use the portion of Railroad's property shown and described on **Exhibit A-1** as State Parcels 81217-1 and 81218-1. The

State's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of State and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of the Contractor's Right of Entry Agreement and continue for fifty-three (53) months, or until the Project has been completed, whichever occurs earlier.

Section 3. <u>RAILROAD TO CONTRIBUTE TO CONSTRUCTION COST</u>

A. In compliance with provisions of the of the Federal Aid Policy Guide, 23 CFR Section 646.210, Railroad will bear five percent (5%) of the portion of the Project's cost required for the construction of the Structure due to the Project resulting in the elimination of the Existing Crossing. In accordance with 23 CFR Section 646.21 0(c), City and Railroad estimate the required Railroad share for the Structure to be One Million Two Hundred Ninety-one Thousand, Nine Hundred Thirty-Four dollars and Forty-three cents ($1,291,934.43) as described in Exhibit C-1 attached hereto and hereby made a part hereof. In no event shall Railroad's obligation provided in this section exceed $1,500,000.00 without the prior written approval of Railroad's Assistant Vice President, Engineer-Design, or his authorized representative. During the progress of the Project if City anticipates other costs that may affect the estimate, City, at its expense, shall prepare another estimate or supplemental estimate and submit it to Railroad for its review and approval. Railroad's payment to City for such contribution shall be made to City with thirty (30) days of Railroad's receipt of billing from City, accompanied by documentation showing that any and all actions have been taken to permanently close the Existing Crossing.

B. In the event that construction does not commence within 12 months of the effective date of this Agreement, the Parties agree that the Contribution Amount may be recalculated, and Exhibit C-1 updated. If the Contribution Amount changes, the Parties agree to accept the revised amount and to amend this Agreement accordingly.

C. Upon the occurrence of all the following events: (i) completion of the Structure Project; (ii) payment by City of all Railroad invoices associated with the Structure Project; and (iii)after taking all actions necessary to close the Rice Avenue At Grade Railroad Crossing, the City shall submit a single statement or invoice for the Contribution Amount as defined in subparagraph A of Section 3, in an amount not to exceed $1,500,000.00. If the Actual Costs Contribution is less than this amount, the statement or invoice shall be in the amount of the Actual Costs Contribution. Railroad shall have the right to inspect the books and records of City in connection with the actual costs of the Structure Project.

Section 4. RELINQUISHMENT OF ORIGINAL CROSSING AREA

Upon the satisfactory completion of the Structure and the receipt of Railroad's contribution to the Project's cost, City will quitclaim to Railroad all property rights to the area identified in **Exhibit A-4** and herein referred to as the "Relinquishment Area". It is agreed that Railroad's acceptance of the Relinquishment will not be unreasonably withheld. Upon receipt of written notice that the Project is complete, Railroad will permanently close the At Grade Crossing and remove all associated facilities and present its final billing within six months of the date of the notice.

Section 5. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 6. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the State shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement (Ex. E)
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E** and is incorporated by reference as though fully set forth herein. City confirms that the Contractor will be required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. _____

D. City is self-insured and will maintain self-insured status during the performance of the work associated with the Project. If City's own employees will be performing any of the Project work, City shall self-insure all or a portion of the insurance coverage as allowed pursuant to City's Insurance Rules and agrees to

indemnify Railroad against any and all claims arising out of the work performed on the Project by City Employees. City shall not indemnify Railroad for claims by City Employees that arise out of negligent acts or willful misconduct by Railroad, its officials, directors, officers, employees, and agents.

Section 7. FEDERAL AID POLICY GUIDE

If City will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 8. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO CITY; CITY'S PAYMENT OF BILLS

A. Railroad Work and Operation oversight to be performed during the Project by Railroad, at the sole cost and expense to the City, is described in Railroad's Cost Estimate dated June 2, 2022, marked **Exhibit C**, and is incorporated by reference as though fully set forth herein. (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Three Hundred, Ninety-Four Thousand Two Hundred Thirty-Eight dollars and no cents ($394,238.00).

B. Railroad, if it so elects, may recalculate and update the Estimate submitted to City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within 12 months from the date of the execution of this Agreement.

C. Railroad, if it so elects, may recalculate and update the Estimate submitted to City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within 12 months from the date of the execution of this Agreement.

D. City cannot reimburse Railroad for any costs incurred outside the scope of work described herein or occurring prior to the effective date of this Agreement.

E. The Railroad shall send progressive billing to City during the Project, and final billing to the State within one hundred eighty (180) days after receiving written notice from City that all Project work affecting the Railroad's property has been completed.

F. City shall reimburse Railroad for all undisputed invoices within 45 business days of receiving Railroad's invoiced charges.

Section 9. WORK PERFORMED BY CITY

A. City, as a Project expense and at no cost to Railroad, shall perform all Project and/or Structure work including, without limitation, drainage and other applicable work, all of which shall be performed in compliance with the Plans and Minimum Requirements described and defined in Section 9, and in a good and workmanlike manner and prosecuted diligently to conclusion. The use of Railroad's property by City and/its Contractor (as defined herein) shall be limited to the identified existing area designated on Exhibit A-3 and shall be subject to Railroad's notification requirements and the terms and conditions of this Agreement and exhibits hereto.

B. City or the Contractor will be responsible for securing the required flagging services from one of the Railroad's approved vendors in accordance with Railroad's policy and procedures for flagging found on Railroad's website at UP: Real Estate and Utility Specifications.

Section 10. PLANS

A. City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, City, at its expense, shall furnish to the Railroad and State two (2) sets each of reproducible "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by City or Contractor on the Plans is at the risk of City and Contractor.

Section 11. <u>MAINTENANCE AND REPAIR OF STRUCTURE AND OF ROADWAY LOCATED ON THE STRUCTURE.</u>

A. State, at its expense, shall maintain, repair and reconstruct, or cause to be maintained, repaired, and reconstructed the substructure and superstructure of

Structure including, without limitation, all graffiti removal or over painting involving the Structure in a safe, clean, sturdy and sound condition. If any inspection, maintenance, repairs, reconstruction or replacement of the Structure requires State or its Contractor (as defined in Section 3) to enter upon and use any portion of Railroad property, or if such work could jeopardize the safety of Railroad personnel or equipment beneath the Structure, such as, but not limited to, falling concrete or other debris, State shall require Contractor to execute the Railroad's then-current form of Contractor's Right of Entry Agreement to provide to Railroad the insurance policies, binders, certificates, and endorsements that are required in the Contractor's Right of Entry Agreement prior to commencing such work. State shall also pay the Railroad for its use of any Railroad property for which it does not at such time already hold easement or other access rights and for all flagging costs.

B. City, at its expense, shall maintain, repair and reconstruct or cause to be maintained, repaired, and reconstructed the roadway and lighting.

Section 12. <u>NON-RAILROAD IMPROVEMENTS</u>

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 9. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit

any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and State mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 4B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 13. NO CLAIMS BY CITY

Notwithstanding any other provisions of this Agreement, City shall not make any claim against Railroad for any damages related to any and all work delays which arise in whole or in part from accommodating or performing Railroad train operations, include, without limitation, train schedule changes, and/or increased Railroad train operations by Railroad.

Section 14. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date shown on the front page of this Agreement and is fully signed and executed by all parties' authorized signatories. It shall continue in full force and effect as long as the Structure remains on the Railroad's property.

B. Railroad, if it so elects, may terminate this Agreement effective upon delivery of 30-day written notice to City and State in the event City does not commence construction on the portion of the Project located on the Railroad's property within twenty-four (24) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project from the effective date of this Agreement up to the date of termination.

Section 15. <u>CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK</u>

A. Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad, City and State have executed this Agreement.

(ii) The Railroad has provided to City the Railroad's written approval of the Plans.

(iii) City and State have obtained all necessary governmental permits, zoning clearances and approvals including without limitation, those from the California Public Utilities Commission.

(iv) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(v) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

G. The insurance coverage set forth in the Right of Entry Agreement shall remain in full force and effect by each Contractor during the performance of said work upon and adjacent to Railroad's property and thereafter until the Contractor removes all tools, equipment and materials from Railroad property and cleans up the premises to a presentable condition satisfactory to Railroad.

H. City and each Contractor shall give the advance notice described in the Right of Entry Agreement to Railroad's authorized representative before commencing any Project work on railroad's property and shall observe Railroad's rules and regulations with respect thereto. All work on Railroad's property shall be done at such times and in such manner so as not to interfere with or endanger the operations of the Railroad.

Section 16. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and State agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 17. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Neither City nor State shall assign this Agreement without the prior written consent of Railroad, which shall not be unreasonably withheld.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and State.

Section 18. BUY AMERICA PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Railroad acknowledges that this is for a federal-aid project, and all portions of the project whether performed by City, State or Railroad shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 11518 of P.L. 112-141 Buy America Requirements. Railroad shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three (3) years after completion of all obligations under this Agreement. Within a reasonable time after State's written request, Railroad shall make such records available for State's and/or City's audit during Railroad's regular business hours in its Omaha, NE offices.

Section 19. <u>INDEMNITY</u>

A. City agrees to indemnify and hold harmless the Railroad and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this Agreement and associated easements, licenses, rights of way or right of entry agreements.

B. The provisions of this Section 19 shall survive the completion of any work performed by City or the termination of expiration of this Agreement. In no event shall this Section 19 or any other provision of this Agreement be deemed to limit any liability City may have to any Indemnified Party by statute or under common law.

C. The City shall not indemnify Railroad for claims that do not arise out of the work performed on the Project or negligent acts or willful misconduct by the Railroad, its officials, directors, officers, employees, and agents,

Section 21. <u>TIME IS OF THE ESSENCE</u>

Time of the essence in this Agreement and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

Section 22. EXECUTION

This Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
Printed Name: _____
Title: _____

CITY's signatures follow on the next page.

DRAFT

UP Real Estate Folder No.: _____
State Agreement Number 07R292
City of Oxnard Agreement No. A-8257
EA 7-31780
PID 0715000274
7-VEN-34 PM 6.2/6.6
DOT Number 745855H
DOT Number 978402K
Railroad Milepost 406.230
Santa Barbara Subdivision

CITY OF OXNARD

BY:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

STATE's signatures follow on the next page.

DRAFT

UP Real Estate Folder No.: _____
State Agreement Number 07R292
City of Oxnard Agreement No. A-8257
EA 7-31780
PID 0715000274
7-VEN-34 PM 6.2/6.6
DOT Number 745855H
DOT Number 978402K
Railroad Milepost 406.230
Santa Barbara Subdivision

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By_____
TIAIRA T. MOERING
Chief, Office of Railroad and Utility Relocation
Division of Right of Way and Land Surveys

APPROVED AS TO FORM AND PROCEDURES:

By_____
Attorney
Department of Transportation

APPROVAL RECOMMENDED:

By_____
TERESA McNAMARA
Railroad Agreements Liaison
Office of Railroad and Utility Relocation
Division of Right of Way and Land Surveys

DRAFT

EXHIBIT A
<u>CROSSING LOCATION PRINT</u>

DRAFT

EXHIBIT A-1

Survey and legal description of the Crossing Area

Aerial Easement: Parcel 81217-1
Temporary Construction Easements: Parcels 81217-2 and 81218-1

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 81217-1

THAT PORTION OF THE LAND, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS THE SOUTHERN PACIFIC COMPANY RAILROAD RIGHT- OF-WAY, 100 FEET WIDE, IN THE DOCUMENT RECORDED JUNE 19, 1899 IN BOOK 59, PAGE 178, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID RAILROAD RIGHT-OF-WAY;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF- WAY SOUTH 88° 49' 39" EAST, 124.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,413.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 86° 07' 16" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING ;

THENCE LEAVING SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°41'00" AN ARC LENGTH OF
100.27FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF- WAY;

THENCE ALONG SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE AND NON-TANGENT TO SAID CURVE SOUTH 88°49'39" EAST, 164.27FEET TO THE BEGINNING OF A NON- TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,577.00FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 87°57'32" EAST;

THENCE LEAVING SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'21" AN ARC LENGTH OF
100.25FEET TO SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE;

THENCE ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE AND NON-TANGENT TO SAID CURVE NORTH 88°49'39" WEST, 164.61FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A GRID AREA 16,442 SQUARE FEET OR 0.377 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD 83 (1991.35 EPOCH), ALL DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCES DIVIDE BY 0.99997147.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

DRAFT

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

1/20/20

TIMOTHY S. FETTIG P.L.S. 7542 DATE

DRAFT

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

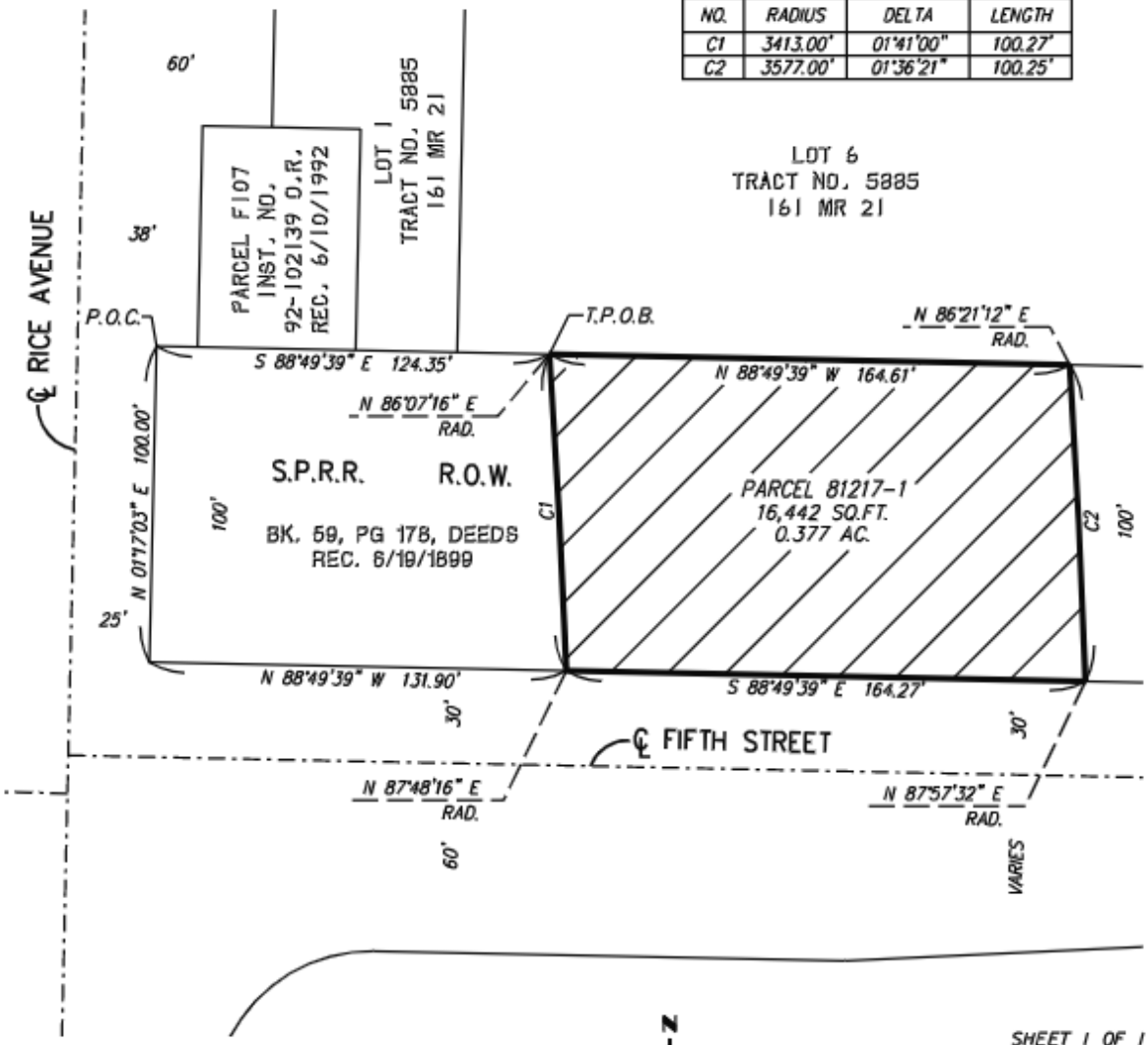
PROFESSIONAL LAND SURVEYOR
TIMOTHY S. FETTIG
No. 7542
STATE OF CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION:

1/20/20

TIMOTHY S. FETTIG P.L.S. 7542 DATE

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	3413.00'	01°41'00"	100.27'
C2	3577.00'	01°36'21"	100.25'



SHEET 1 OF 1

LEGEND

PARCEL 81217-1

THE BEARINGS AND DISTANCES SHOWN ARE
CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83),
ZONE V, NAD 83 (1991.35 EPOCH).
ALL DISTANCES SHOWN ARE GRID DISTANCES.
DIVIDE THE GRID DISTANCES SHOWN
BY 0.99997147 TO OBTAIN GROUND DISTANCES.

N

EXHIBIT "B"

PARCEL 81217-1

0 25 50 75 100

1" = 50'

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 81217-2

THAT PORTION OF THE LAND, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS THE SOUTHERN PACIFIC COMPANY RAILROAD RIGHT-OF-WAY, 100 FEET WIDE, IN THE DOCUMENT RECORDED JUNE 19, 1899 IN BOOK 59, PAGE 178, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 1 AS DESCRIBED IN THE DOCUMENT RECORDED JULY 15, 1969 IN BOOK 3518, PAGE 244, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY;

THENCE LEAVING SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE AND ALONG THE GENERALLY EASTERLY LINE OF SAID PARCEL 1 SOUTH 01°26'45" EAST, 76.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET;

THENCE CONTINUING ALONG SAID GENERALLY EASTERLY LINE OF PARCEL 1 AND SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°22'54" AN ARC LENGTH OF 38.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY;

THENCE LEAVING SAID GENERALLY EASTERLY LINE OF PARCEL 1 AND ALONG SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE SOUTH 88°49'39" EAST, 91.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,413.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 87°48'16" EAST;

THENCE LEAVING SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°41'00" AN ARC LENGTH OF 100.27 FEET TO SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE;

THENCE NON-TANGENT TO SAID CURVE AND ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE NORTH 88°49'39" WEST, 112.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A GRID AREA 11,321 SQUARE FEET OR 0.260 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD 83 (1991.35 EPOCH), ALL DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCES DIVIDE BY 0.99997147.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

_____ 4/14/20

TIMOTHY S. FETTIG P.L.S. 7542 DATE

DRAFT

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

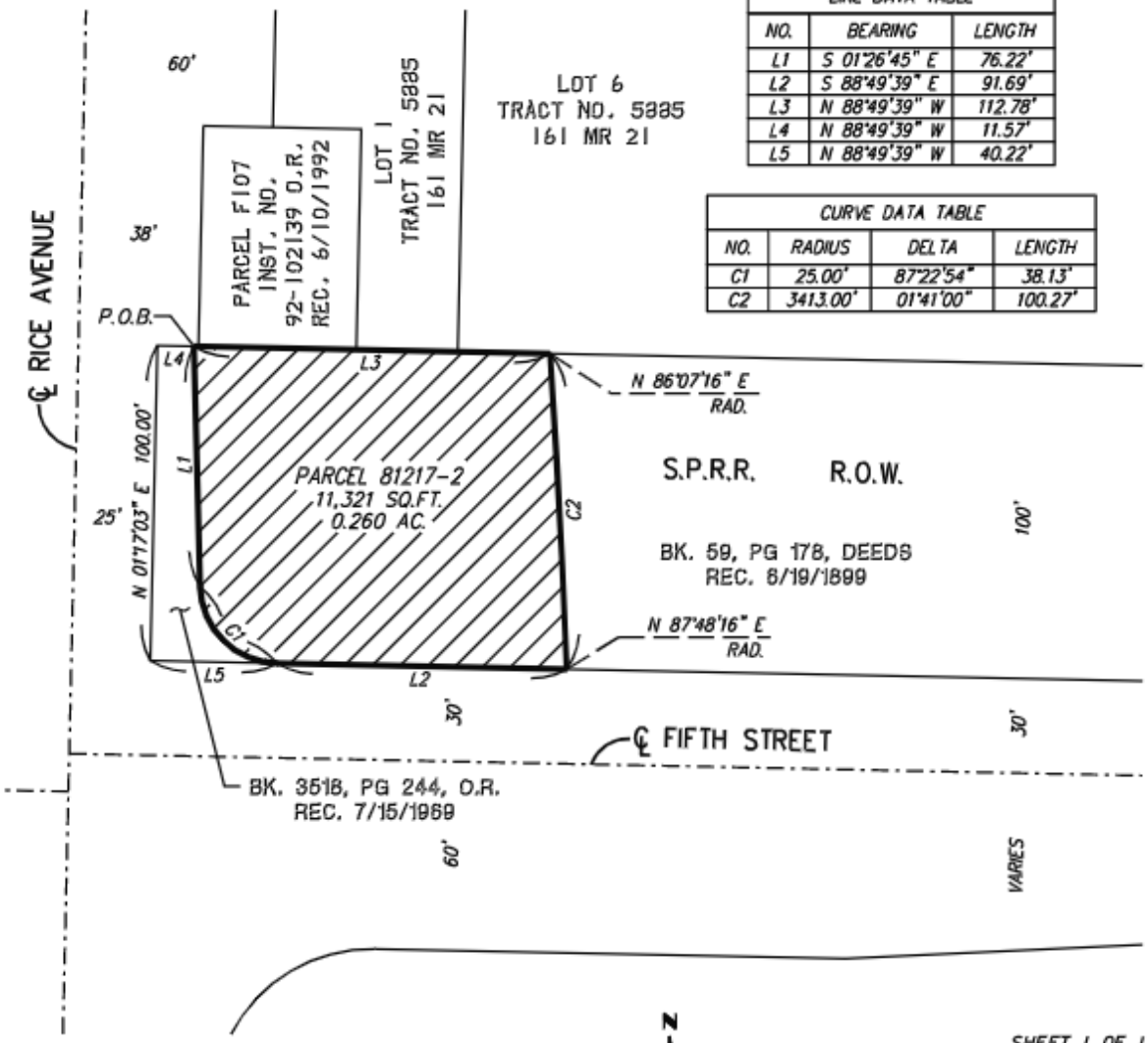
PROFESSIONAL LAND SURVEYOR
TIMOTHY S. FETTIG
No. 7542
STATE OF CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION:

TIMOTHY S. FETTIG P.L.S. 7542 — 4/14/20 DATE

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 01°26'45" E	76.22'
L2	S 88°49'39" E	91.69'
L3	N 88°49'39" W	112.78'
L4	N 88°49'39" W	11.57'
L5	N 88°49'39" W	40.22'

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	25.00'	87°22'54"	38.13'
C2	3413.00'	01°41'00"	100.27'



SHEET 1 OF 1

LEGEND

PARCEL 81217-2

THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE V, NAD 83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID DISTANCES. DIVIDE THE GRID DISTANCES SHOWN BY 0.99997147 TO OBTAIN GROUND DISTANCES.

N

EXHIBIT "B"

PARCEL 81217-2

0 25 50 75 100

1" = 50'

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 81218-1

THAT PORTION OF THE LAND, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS THE SOUTHERN PACIFIC COMPANY RAILROAD RIGHT-OF-WAY, 100 FEET WIDE, IN THE DOCUMENT RECORDED JUNE 2, 1899 IN BOOK 59, PAGE 108, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 2 AS DESCRIBED IN THE DOCUMENT RECORDED JULY 15, 1969 IN BOOK 3518, PAGE 244, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY;

THENCE LEAVING SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE AND ALONG THE GENERALLY WESTERLY LINE OF SAID PARCEL 2 SOUTH 03°55'46" WEST, 76.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET;

THENCE CONTINUING ALONG SAID GENERALLY WESTERLY LINE OF PARCEL 2 AND SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°22'54" AN ARC LENGTH OF 38.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY;

THENCE LEAVING SAID GENERALLY WESTERLY LINE OF PARCEL 2 AND ALONG SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE NORTH 88°41'20" WEST, 54.93 FEET;

THENCE LEAVING SAID SOUTHERLY RAILROAD RIGHT-OF-WAY LINE NORTH 01°17'03" EAST, 100.00 FEET TO SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE;

THENCE ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE SOUTH 88°41'20" EAST, 83.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A GRID AREA 7,991 SQUARE FEET OR 0.183 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD 83 (1991.35 EPOCH), ALL DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCES DIVIDE BY 0.99997147.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

_____ 4/14/20

TIMOTHY S. FETTIG P.L.S. 7542 DATE

DRAFT

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

PROFESSIONAL LAND SURVEYOR
TIMOTHY S. FETTIG
No. 7542
STATE OF CALIFORNIA

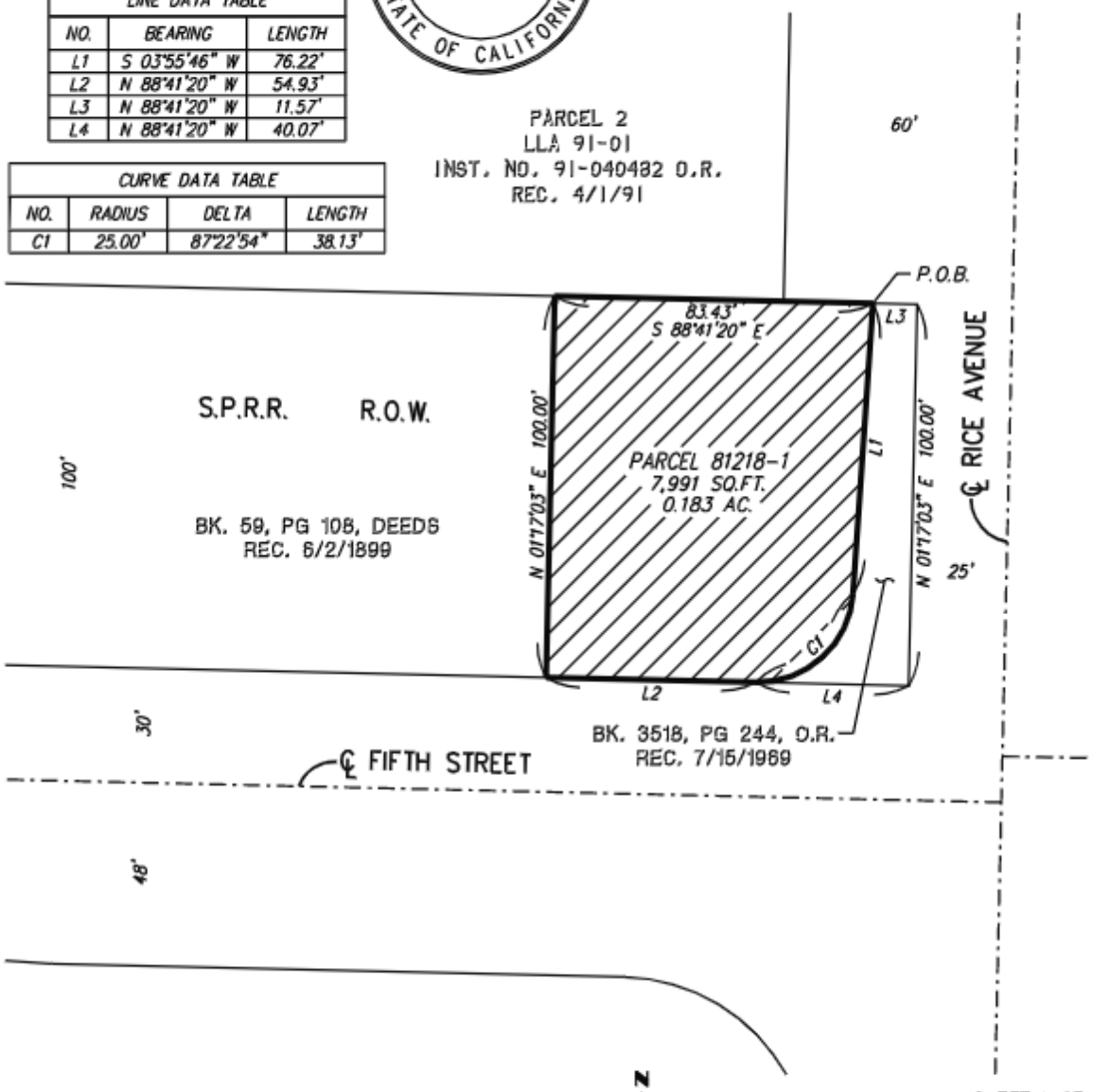
PREPARED BY ME OR UNDER MY DIRECTION:

4/14/20

TIMOTHY S. FETTIG P.L.S. 7542 DATE

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 03°55'46" W	76.22'
L2	N 88°41'20" W	54.93'
L3	N 88°41'20" W	11.57'
L4	N 88°41'20" W	40.07'

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	25.00'	87°22'54"	38.13'



SHEET 1 OF 1

LEGEND

PARCEL 81218-1

THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE V, NAD 83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID DISTANCES. DIVIDE THE GRID DISTANCES SHOWN BY 0.99997147 TO OBTAIN GROUND DISTANCES.

N

EXHIBIT "B"

PARCEL 81218-1

0 20 40 60 80

1" = 40'

After Recording, Mail To:

(Space Above Reserved for County Recorder's Use)

EASEMENT DEED

District	County	Route	Postmile	Number
07	VEN	34		

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter, "GRANTOR"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns (hereinafter, "STATE") (subject to the reservations, covenants, terms and conditions hereof), a non-exclusive easement (hereinafter "Easement") for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway only for use as a public crossing for (location) along with all necessary supporting columns, footings and appurtenances thereon (hereinafter collectively, "Structure") near the City of _____ in _____ County, California, over and across GRANTOR's railroad tracks and that certain real property described in **Exhibit A**, attached hereto and hereby made a part hereof (hereinafter the "Property"), at GRANTOR's milepost _____ (DOT _____) on GRANTOR's _____ Subdivision.

This conveyance is made for the purpose of widening an existing highway overpass and GRANTOR hereby releases and relinquishes to the STATE any and all rights of access directly to and from the Structure from and to GRANTOR's property.

GRANTOR acknowledges that the Structure and its use as a public crossing in accordance with this Easement Deed and the C & M Agreement (as defined below) are compatible with railroad operations, within the meaning of California Code of Civil Procedure section 1240.510, so long as they do not impede railroad operations, create an undue safety risk, or interfere with GRANTOR's common

carrier obligations as regulated by the Surface Transportation Board or by any successor agency.

GRANTOR further grants to STATE the non-exclusive right of ingress to and egress from the Property over and across GRANTOR's other property, subject to advance notification and coordination with GRANTOR to ensure safety and the compatibility of GRANTOR's other property for such ingress and egress (which coordination by GRANTOR shall not be unreasonably withheld), and provided further that such right of ingress and egress shall be in accordance with the terms and provisions of the parties' separate Construction and Maintenance Agreement dated _____, 20___, and as thereafter amended by mutual agreement, and known in GRANTOR's records as part of Real Estate Folder Number _____ (the "C & M Agreement").

RESERVING unto GRANTOR, its successors and assigns all rights in and to the Property and all uses of the Property that are not inconsistent with STATE's use and enjoyment of the Easement, including, but not limited to the following:

(1) All rights in and to airspace at an elevation higher than a plane parallel with and thirty (30) feet above the roadway surface of the Structure as originally constructed.

(2) The right to construct, reconstruct, upgrade, place, replace, remove, inspect, maintain, repair, alter, renew, improve and operate pipelines, utility lines, track, railroad facilities and communication lines above, below and on the surface of the Property. Railroad reserves and shall have the exclusive right to grant such rights to third parties. Communication lines shall include, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information.

(3) All rights as may be required to investigate and remediate environmental contamination and hazards affecting the Property.

(4) All oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the Property together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property hereinbefore described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any

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such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper one hundred (100) feet of the subsurface of the Property or otherwise in such manner as to endanger the safety of any Structure that may be constructed on the Property.

This Easement is SUBJECT and SUBORDINATE to the following:

(1) The terms and conditions of the C & M Agreement.

(2) All prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or both unrecorded and known by Grantor, including, but not limited to, all easements for petroleum and/or hydrocarbon pipelines (including, but not limited to, those owned by SFPP, L.P., and/or its successors or assigns), and easements and licenses for telephone, electric and fiber optic lines (collectively "Prior Rights"), and, if applicable, further subject to the provisions in **Exhibit B**, attached hereto and hereby made a part hereof. The word "grant" as used in this Easement shall not be construed as a covenant against the existence of any Prior Rights affecting the Property.

(3) The continuing right and obligation of GRANTOR, its successors and assigns, to use the Property in the performance of its duties as a common carrier, including, but not limited to, the right to construct, reconstruct, maintain and operate existing or any additional railroad tracks, facilities and appurtenances thereto in, upon, over, along and across the Property in such manner as may be consistent with STATE's use and enjoyment of the easement herein granted; ***provided, further that in the event the Property is transferred to a non-transportation entity, such transferee's use of the Property shall be subject to the following limitations and conditions***:

(a) No use may be made of the Property which would impair the full use and safety of the Structure or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.

(b) No use may be made of the Property for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines by a non-railroad or other non-transportation entity, or pipelines not otherwise subject to Federal and/or State regulations and safety standards, carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with the Easement

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and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

(c) No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.

(d) No building of combustible construction shall hereafter be constructed on the Property. The STATE shall be given the opportunity to review and approve plans for any construction within the Property sixty (60) days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within eight (8) feet of the undersides nor within fifteen (15) feet (measured horizontally) of the sides of the Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the Easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

If the Easement, or any portion thereof, shall cease to be needed for public crossing purposes, then the STATE shall vacate such portion(s) of the Easement in accordance with any and all applicable State and Federal laws. In addition, STATE, at STATE's sole expense, shall demolish and remove the Structure in accordance with the then current standards of GRANTOR, including, but not limited to engineering, land use and railroad operating standards, and with the terms and provisions of the C & M Agreement.

Consideration for this grant includes compensation for damages to the value of the remainder of GRANTOR's property, if any, caused by the existence of the Easement herein granted and/or by the construction or maintenance of the Structure. GRANTOR hereby waives any additional claim for such damages to the value of the remainder, if any. This waiver shall not apply to compensation for any physical damages to GRANTOR's remaining property, if any, caused by STATE.

In WITNESS WHEREOF, GRANTOR has caused its corporate name to be hereunder subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20_____.

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ATTEST:

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

By_____
BEVERLY J. KUBAT
Assistant Secretary

By_____
DANIEL A. LEIS
General Director Real Estate

(Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through its Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20

_____
Director of Transportation

By_____
Attorney in Fact

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ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said County and State, personally appeared ***Daniel A. Leis*** and ***Beverly J. Kubat*** who are the *General Director Real Estate* and the *Assistant Secretary*, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____

_____
Notary Public for and in said State

↑ (Affix Notary Seal Here) ↑

My commission expires:
_____

ACKNOWLEDGMENT

STATE OF_____
) ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared

_____
___
(Name of Individual Executing Agreement on Behalf of the State)

who is the
_____
(Title of Individual Executing Agreement on Behalf of the State)
of the _____, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public for and in said State

My commission expires:
_____
(Expiration Date)

↑ (Affix Notary Seal Here) ↑

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EXHIBIT A-2

Exhibit B

Roadway Plans and Overhead Bridge Structure
General Plan and Profile

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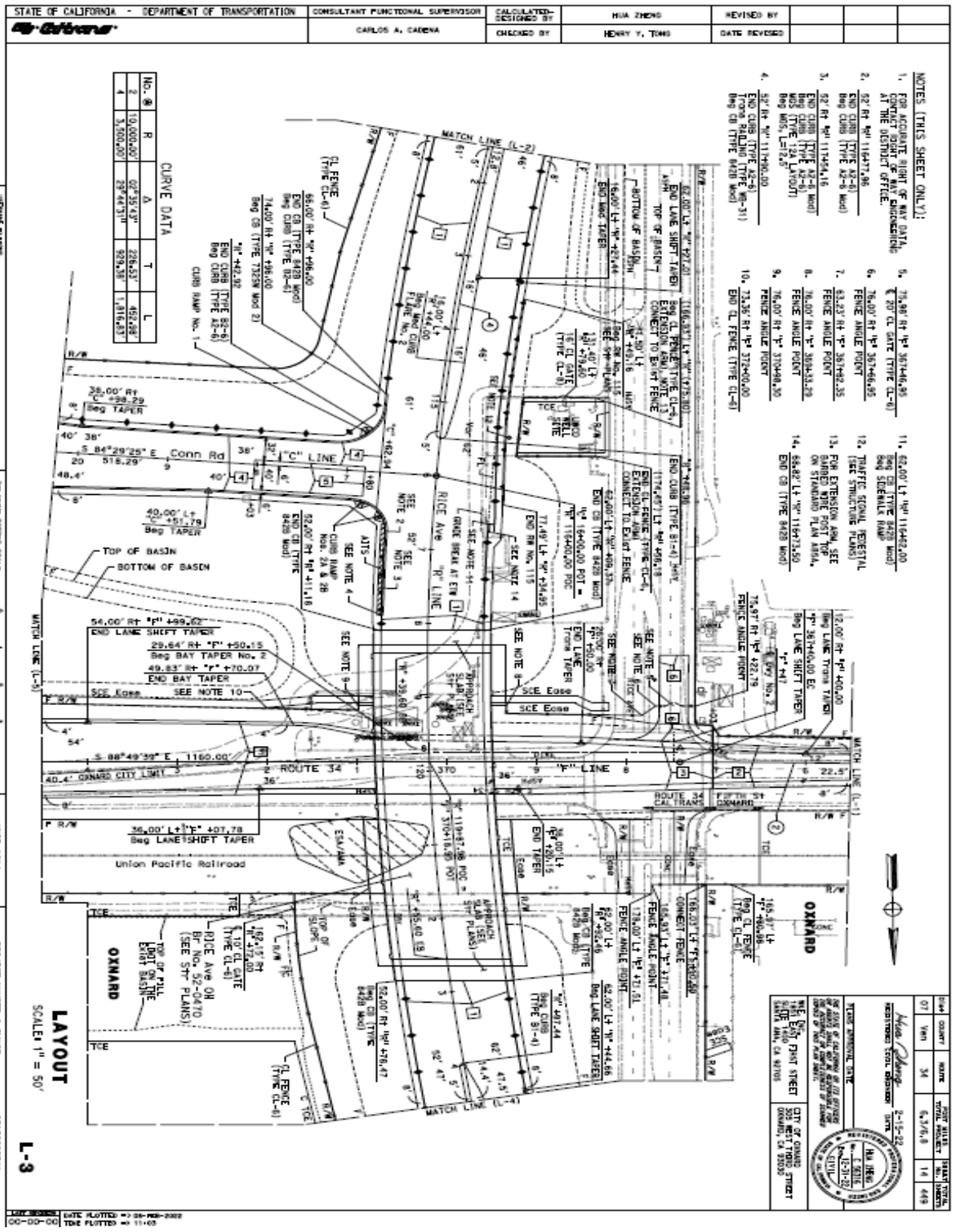


Exhibit A-2 will be the type, size and location prints of the Structure, continued

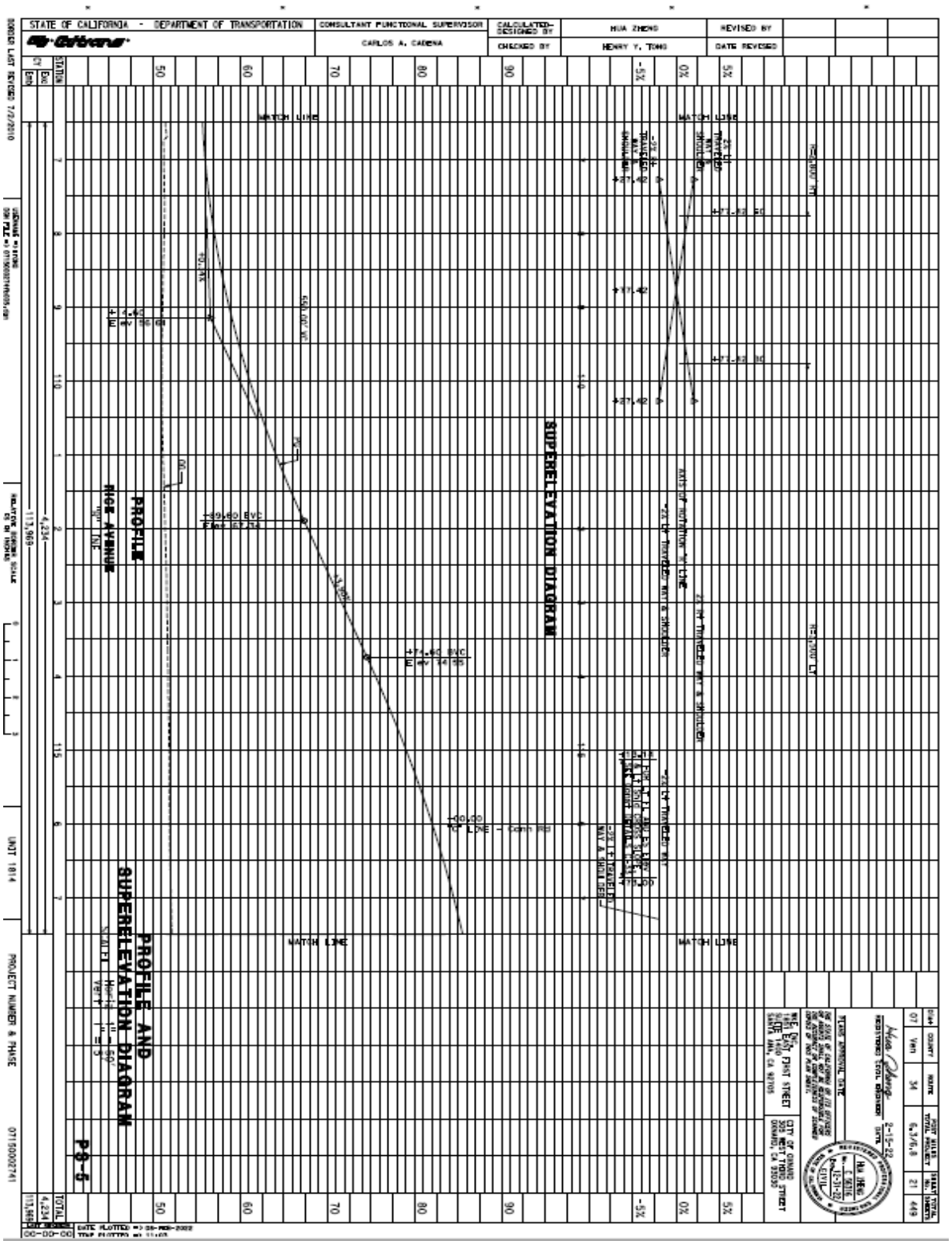


Exhibit A-2 will be the type, size and location prints of the Structure, continued

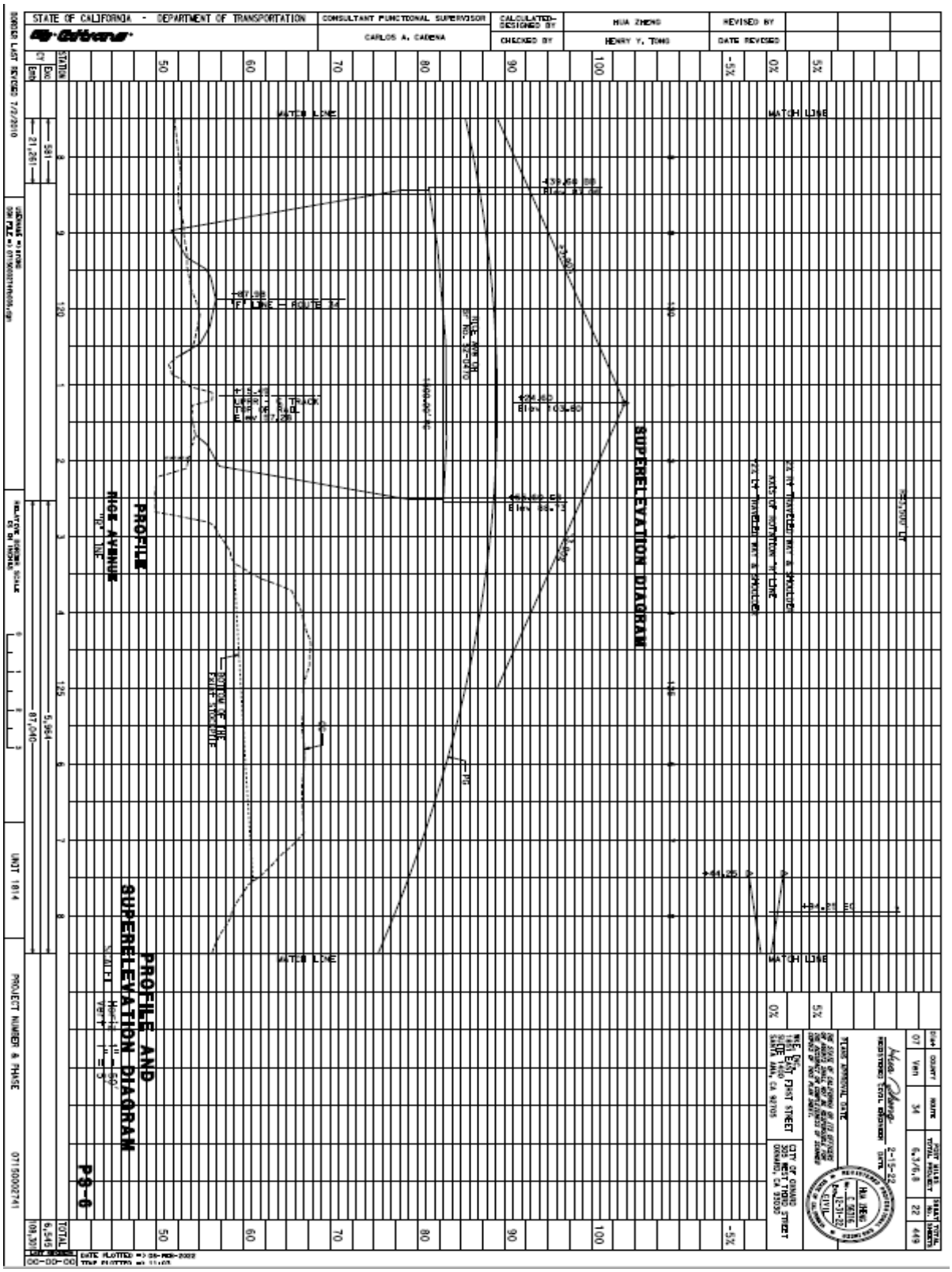


Exhibit A-2 will be the type, size and location prints of the Structure, continued

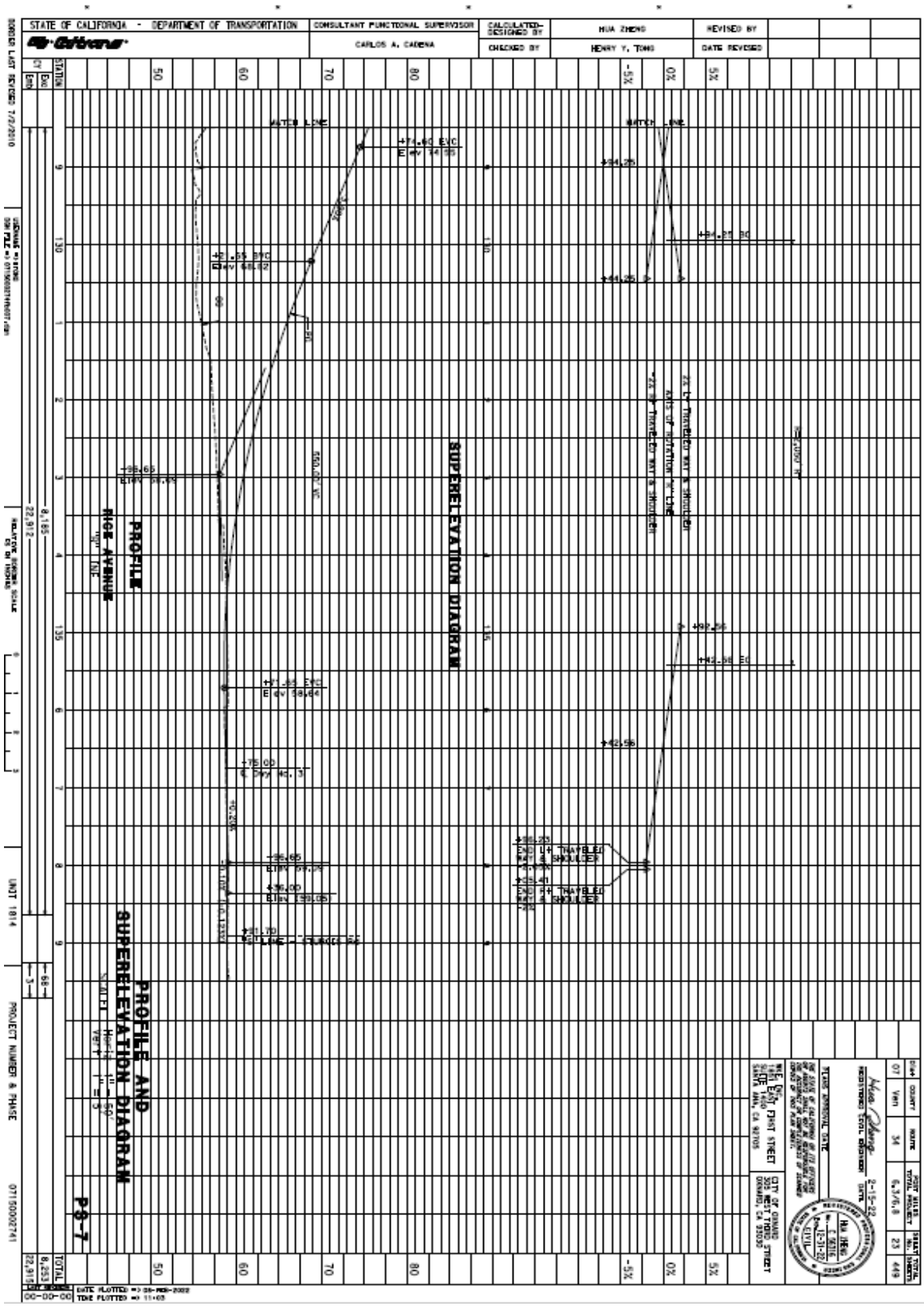


Exhibit A-2 will be the type, size and location prints of the Structure, continued

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO	TOTAL SHEETS
07	Ven	34	6.3/6.8	384	449

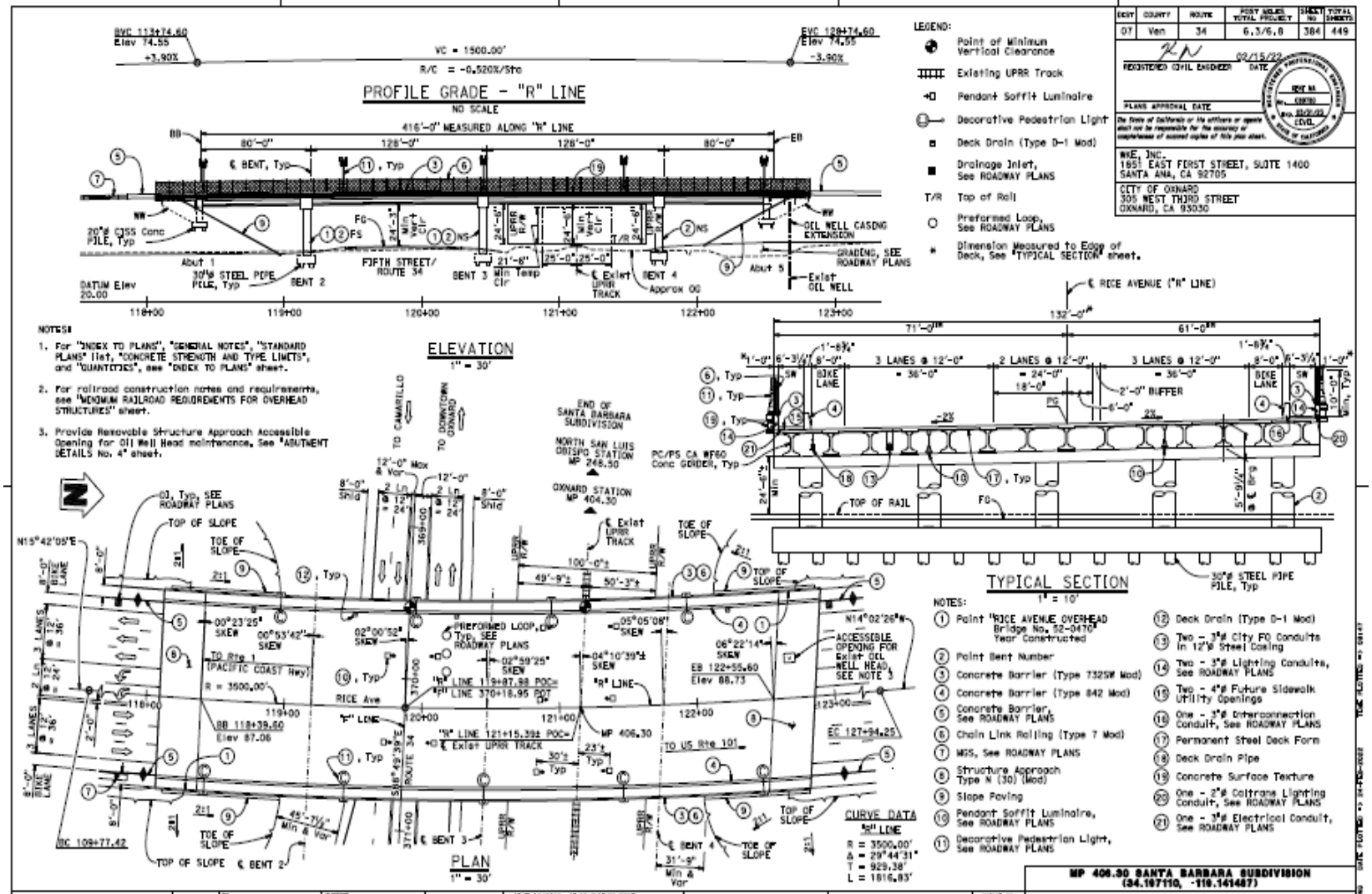
REGISTERED CIVIL ENGINEER DATE 09/15/22

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.

WRE, INC.
1851 EAST FIRST STREET, SUITE 1400
SANTA ANA, CA 92705

CITY OF OXNARD
305 WEST THIRD STREET
OXNARD, CA 93030



MP 406.30 SANTA BARBARA SUBDIVISION (34.197110, -119.141487)

PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Uthaya Sandrasegaran

52-0470

RICE AVENUE OVERHEAD

GENERAL PLAN

UNIT: 1814
PROJECT NUMBER & PHASE: 0715000241
CONTRACT NO.: 07-317804

SHEET 1 OF 42

EXHIBIT A-3

Map of Construction Area

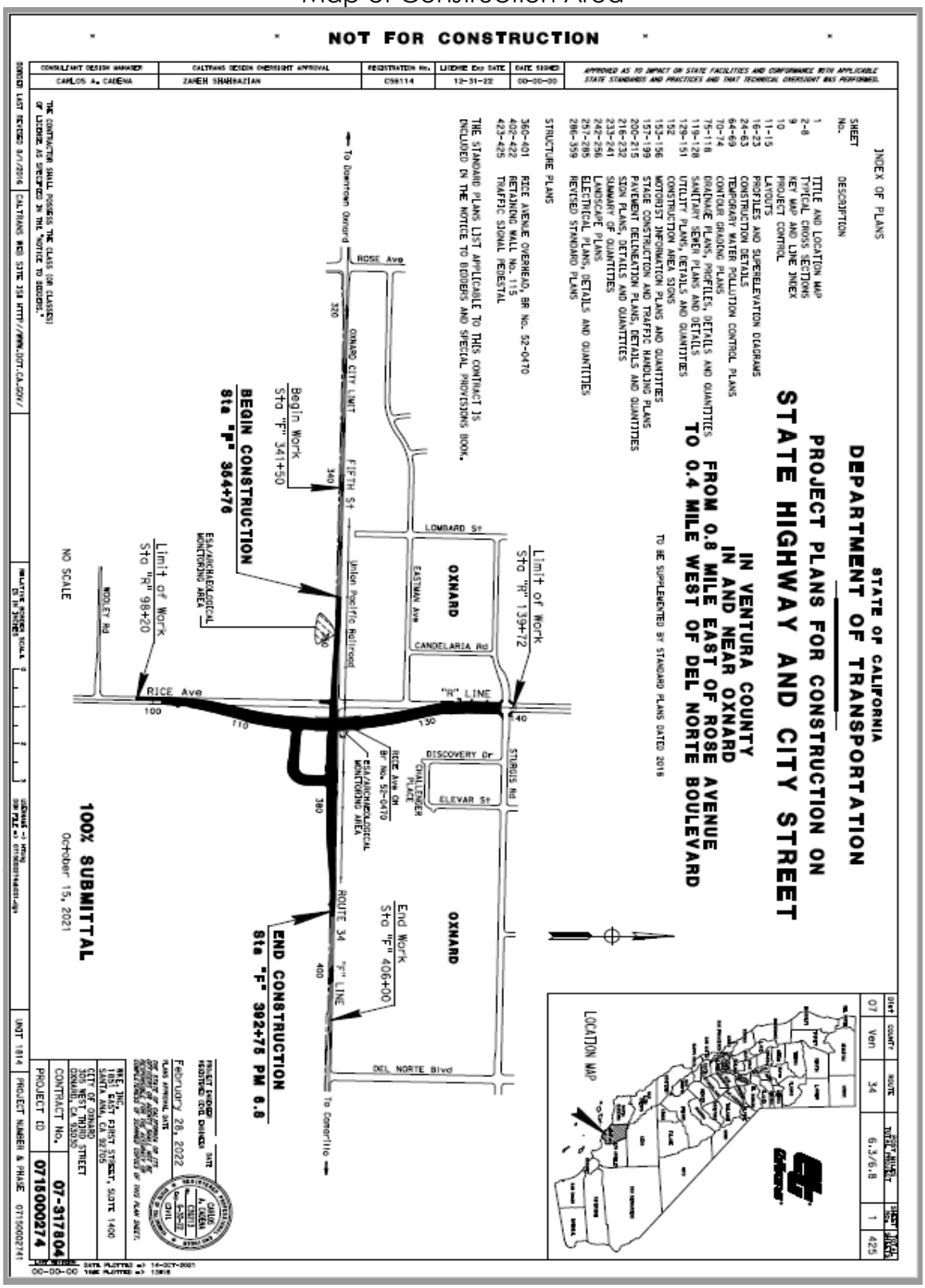


EXHIBIT A-3

Map of Construction Area, continued

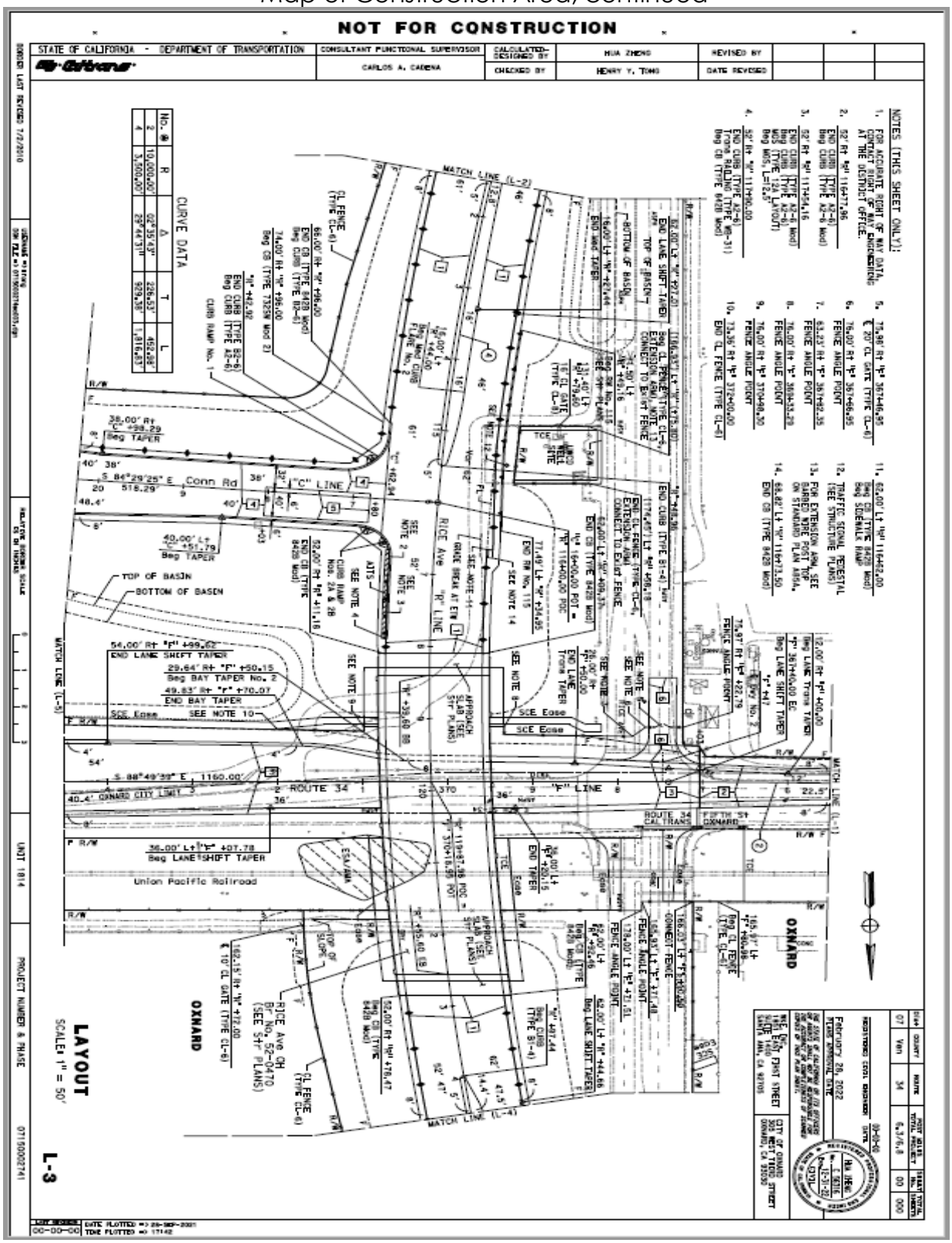


EXHIBIT A-3

Map of Construction Area, continued

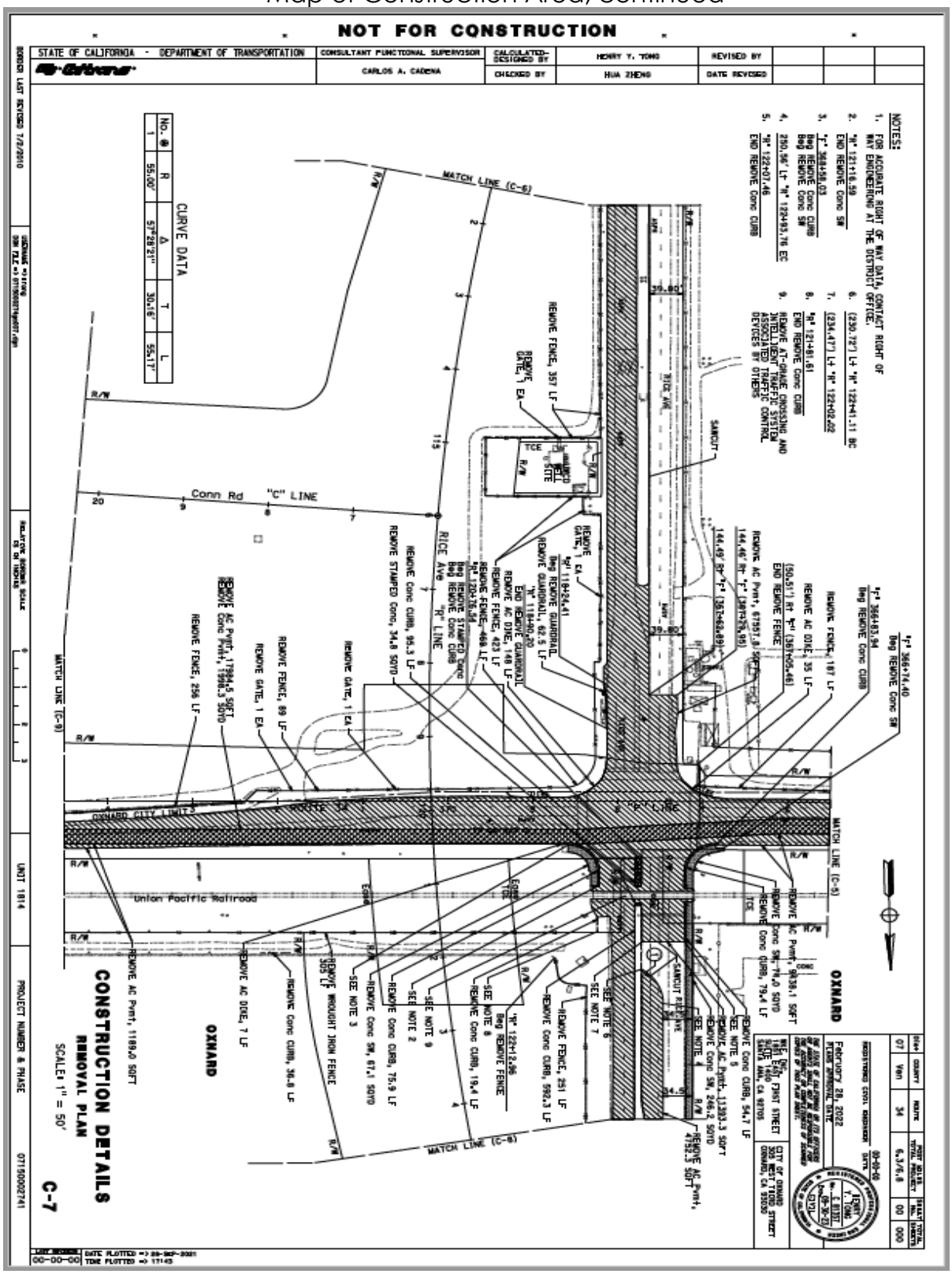


EXHIBIT A-3

Map of Construction Area, continued

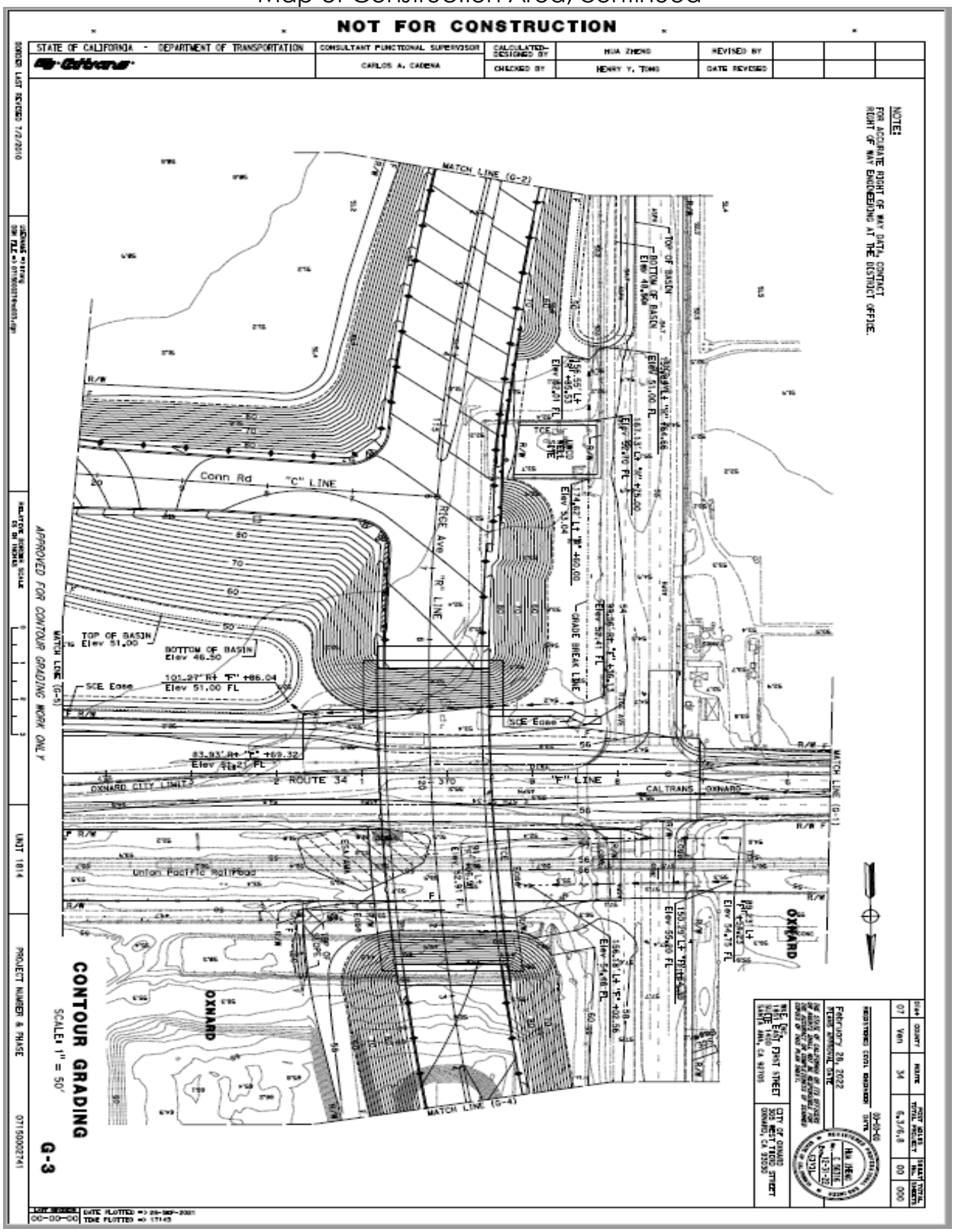


EXHIBIT A-4
RELINQUISHMENT AREA

Relinquishment areas are outlined in red and green.

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EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The State and the City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the State and the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the State or the City for the purpose of conveying electric power or communications incidental to the State's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the State or City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The State and the City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the State or the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with State's or City's specifications and will not interfere with the State's or the City's use of the Crossing Area.

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E. So far as it lawfully may do so, the State and/or City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the State will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - <u>CONSTRUCTION OF STRUCTURE</u>

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the State. The City hereby assumes the risk of any such delays and agrees that no claims for

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damages on account of any delay shall be made against the Railroad by the City and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the State, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The State, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of

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said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by the City or State**. If City or State employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Public Agency shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the State, to the extent permitted by Cal. Gov Code §14662.5, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the State's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of State's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the State's or City's employees need to enter Railroad's property as provided in Paragraph B above, the State or City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by State or City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform State or City whether a flagman need be present and whether State or the City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will not authorize such services until State or the City confirms that there is an obligating document in place that will allow State or City to reimburse Railroad or its vendor for such expenses incurred by either Railroad or its vendor. If Railroad's authorized vendor performs any flagging, or other special protective or safety measures are performed by Railroad's authorized vendor, in the absence of such obligating

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document, Railroad acknowledges that the Public Agency is prohibited under law from reimbursing Railroad. State and City agree that individually State nor City is not relieved of any of its responsibilities or liabilities set forth in this Agreement that are permissible under the law.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its authorized vendor and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Public Agency that requested the services shall pay on the basis of the new rates and charges going forward from the effective date of the adjustment.

(iii) Reimbursement to Railroad's authorized will be required covering the full eight-hour day. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad's authorized vendor is required to pay the flagman and which could not reasonably be avoided by the Vendor, even though State or City may not be working during such time. State or City must provide Railroad's vendor with the required minimum notice prior to the cessation of the need for a flagman as set forth in the Vendor's agreement. If required notice of cessation is not given, the responsible Public Agency will still be required to pay flagging charges for the period even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such cessation notice has been given to Railroad.

D. **Compliance With Laws**. City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety

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and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the State for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the State with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the State will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the State's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the State is being or is about to be done or prosecuted without due regard and precaution for safety and security, the State shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City.

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I. **Explosives**. The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the City shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

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M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 18003369193 (also a 24hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - **INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - **OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - **BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 10 -.**REMEDIES FOR BREACH OR NONUSE**

A. If the State or City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and

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remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the responsible Agency will reimburse the Railroad for the expenses thereof.

B. Nonuse by the State or the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the State and City hereunder.

C. The State will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - <u>MODIFICATION ENTIRE AGREEMENT</u>

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the State and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the State shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the State and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

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EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Railroad's Material and Force Agreement/Flagging and Project Oversight Estimate.

Material And Force Account Estimate
Caltrans

Estimate Number: 138828 **Version: 1**

Standard Rates: **Labor Additive = 70%**

Estimate Good Until 06/07/23

Location: SANTA BARBARA SUB, SIMN, 406.21-406.25
Description of Work: 745855H Rice Ave Oxnard CA 406.23 Santa Barbara Sub Closure
Prepared For: Caltrans
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM		LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
UCST ENGINEERING										
		Engineering	1	LS	5,878.00	5,878	0	5,878	0	5,878
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	582.66	0	583	583	0	583
					Sub-Total =	**5,878**	**2,383**	**8,261**	**0**	**8,261**
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	BALAST	BALAST CL1	2	CL	1,830.04	1,328	2,332	3,660	0	3,660
					Sub-Total =	**12,778**	**2,332**	**15,110**	**0**	**15,110**
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	116	TF	50.58	5,867	0	5,867	0	5,867
					Sub-Total =	**5,867**	**0**	**5,867**	**0**	**5,867**
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	25,000.00	0	25,000	25,000	0	25,000
					Sub-Total =	**0**	**25,000**	**25,000**	**0**	**25,000**
Total Wgt. in Tons = 190					**Totals =**	**24,523**	**29,715**	**54,238**	**0**	**54,238**

Grand Total = $54,238

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Caltrans will pay actual construction costs at the current rates effective thereof.

EXHIBIT C-1

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
6/2/2022

LOCATION:	**SUBDIVISION**	**STATE:**
Oxnard		
DOT: 745855H/978402K	**Santa Barbara**	**CA**

DESCRIPTION	**LABOR**	**MATERIAL**	**UP %0**	**Agency % 100**	**TOTAL**
ENGINEERING					
Project Management	$ 100,000	$ -	$ -	$ 100,000.00	**$ 100,000**
Construction Submittals	$ 100,000	$ -	$ -	$ 100,000.00	**$ 100,000**
Construction Management	$ 75,000	$ -	$ -	$ 75,000.00	**$ 75,000**
Signal Construction	$ 60,000	$ -	$ -	$ 60,000.00	**$ 60,000**
Final Inspection	$ 5,000	$ -	$ -	$ 5,000.00	**$ 5,000**
TOTAL PROJECT:	**$ 340,000**	**$ -**	**$ -**	**$ 340,000.00**	**$340,000**

TOTAL ESTIMATED COST: **$340,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

CITY OF OXNARD

Rice Avenue Grade Separation at Union Pacific Railroad

100% Project Cost Estimate

Federal Project Number: EA 07 - 317804

ITEM NO	ITEM CODE	BID ITEM	ENGINEERING ESTIMATE						UPRR SHARE			
			UNIT OF MEASURE	THEORETICAL STRUCTURE & APPROACHES ESTIMATED QUANTITY	STRUCTURE & APPROACHES ESTIMATED QUANTITY	PROPORTION OF ITEM TOTAL	UNIT PRICE	ITEM TOTAL	ITEM SUBJECT TO UPRR SHARING?	% SUBJECT TO UPRR SHARING	COST SUBJECT TO UPRR SHARING	UPRR SHARE (5%)
A	ROADWAY ITEMS											
1	120090	CONSTRUCTION AREA SIGNS	LS	1	0	0.00	$ 87,398.00	$ -	NO	0%	$ -	$ -
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	0	0.00	$ 415,600.00	$ -	NO	0%	$ -	$ -
3	120103	STATIONARY IMPACT ATTENUATOR VEHICLE	DAY	64	0	0.00	$ 750.00	$ -	NO	0%	$ -	$ -
4	120110	FLASHING ARROW SIGN	EA	4	0	0.00	$ 2,949.00	$ -	NO	0%	$ -	$ -
5	120120	TYPE III BARRICADE	EA	49	0	0.00	$ 69.00	$ -	NO	0%	$ -	$ -
6	120165	CHANNELIZER (SURFACE MOUNTED)	EA	314	0	0.00	$ 32.00	$ -	NO	0%	$ -	$ -
7	120198	PLASTIC TRAFFIC DRUMS	EA	23	0	0.00	$ 49.00	$ -	NO	0%	$ -	$ -
8	120204	PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEM DAY	EA	0	0	0.00	$ 130.00	$ -	NO	0%	$ -	$ -
9	124000	TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1	0	0.00	$ 12,800.00	$ -	NO	0%	$ -	$ -
10	129000	TEMPORARY RAILING (TYPE K)	LF	6,345	0	0.00	$ 22.00	$ -	NO	0%	$ -	$ -
11	129100	TEMPORARY CRASH CUSHION MODULE	EA	98	0	0.00	$ 219.00	$ -	NO	0%	$ -	$ -
12	129152	TEMPORARY RADAR SPEED FEEDBACK SIGN SYSTEM	EA	3	0	0.00	$ 12,400.00	$ -	NO	0%	$ -	$ -
13	160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	0	0	0.00	$ 11.00	$ -	NO	0%	$ -	$ -
14	170103	CLEARING AND GRUBBING (LS)	LS	0.67	1.00	0.667	$ 250,000.00	$ 250,000.00	YES	66.7%	$ 166,750.00	$ 8,337.50
15	190101	ROADWAY EXCAVATION	CY	121,394.00	182,000	0.67	$ 30.00	$ 5,460,000.00	YES	66.7%	$ 3,641,820.00	$ 182,091.00
16	194001	DITCH EXCAVATION	CY	460.23	690	0.67	$ 65.00	$ 44,850.00	YES	67%	$ 29,914.95	$ 1,495.75
17	198010	IMPORTED BORROW (CY)	CY	263,410	371,000	0.71	$ 20.00	$ 7,420,000.00	YES	71%	$ 5,268,200.00	$ 263,410.00
18	260203	CLASS 2 AGGREGATE BASE (CY)	CY	513.59	770	0.67	$ 88.00	$ 67,760.00	YES	67%	$ 45,195.92	$ 2,259.80
19	260303	CLASS 3 AGGREGATE BASE (CY)	CY	21,610.80	32,400	0.67	$ 35.00	$ 1,134,000.00	YES	67%	$ 756,378.00	$ 37,818.90
20	280000	LEAN CONCRETE BASE	CY	10,872.10	16,300	0.67	$ 138.00	$ 2,249,400.00	YES	67%	$ 1,500,349.80	$ 75,017.49
21	390132	HOT MIX ASPHALT (TYPE A)	TON	16,808.40	25,200	0.67	$ 96.30	$ 2,426,760.00	YES	67%	$ 1,618,648.92	$ 80,932.45
22	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	5,229.28	7,840	0.67	$ 130.00	$ 1,019,200.00	YES	67%	$ 679,806.40	$ 33,990.32
23	393004	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SQYD	800.40	1,200	0.67	$ 14.00	$ 16,800.00	YES	67%	$ 11,205.60	$ 560.28
24	397005	TACK COAT	TON	40.02	60	0.67	$ 790.00	$ 47,400.00	YES	67%	$ 31,615.80	$ 1,580.79
25	398001	REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	258,129.00	387,000	0.67	$ 1.20	$ 464,400.00	YES	67%	$ 309,754.80	$ 15,487.74
26	398100	REMOVE ASPHALT CONCRETE DIKE	LF	126.73	190	0.67	$ 21.00	$ 3,990.00	YES	67%	$ 2,661.33	$ 133.07
27	418005	REMOVE CONCRETE PAVEMENT (SQYD)	SQYD	5,629.48	8,440	0.67	$ 45.00	$ 379,800.00	YES	67%	$ 253,326.60	$ 12,666.33
28	477020	MECHANICALLY STABILIZED EMBANKMENT	SQFT	0	0	0.00	$ 80.00	$ -	NO	0%	$ -	$ -
29	730020	MINOR CONCRETE (CURB) (CY)	CY	50.03	75	0.67	$ 750.00	$ 56,250.00	YES	67%	$ 37,518.75	$ 1,875.94
30	730070	DETECTABLE WARNING SURFACE	SQFT	0	320	0.00	$ 55.00	$ 17,600.00	NO	0%	$ -	$ -
31	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	184	320	0.58	$ 580.00	$ 185,600.00	YES	58%	$ 106,720.00	$ 5,336.00
32	731516	MINOR CONCRETE (DRIVEWAY)	CY	0	7	0.00	$ 800.00	$ 5,600.00	NO	0%	$ -	$ -
33	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	4,831	0	0.00	$ 14.00	$ -	NO	0%	$ -	$ -
34	731521	MINOR CONCRETE (SIDEWALK)	CY	400.20	600	0.67	$ 500.00	$ 300,000.00	YES	67%	$ 200,100.00	$ 10,005.00
35	731623	MINOR CONCRETE (CURB RAMP)	CY	0	20	0.00	$ 1,300.00	$ 26,000.00	NO	0%	$ -	$ -
36	731710	REMOVE CONCRETE CURB (LF)	LF	2,487.91	3,730	0.67	$ 15.00	$ 55,950.00	YES	67%	$ 37,318.65	$ 1,865.93
37	731780	REMOVE CONCRETE SIDEWALK (SQYD)	SQYD	953.81	1,430	0.67	$ 50.00	$ 71,500.00	YES	67%	$ 47,690.50	$ 2,384.53
38	731790A	REMOVE STAMPED CONCRETE	SQYD	0	0	0.00	$ 25.00	$ -	YES	0%	$ -	$ -
39	731840	REMOVE CONCRETE (CURB AND GUTTER)	LF	767.05	1,150	0.67	$ 18.00	$ 20,700.00	YES	67%	$ 13,806.90	$ 690.35
40	780260	REMOVE AND REPLACE MONUMENT	EA	9	9	1.00	$ 2,000.00	$ 18,000.00	YES	100%	$ 18,000.00	$ 900.00
41	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	0	0	0.00	$ 26.00	$ -	NO	0%	$ -	$ -

CITY OF OXNARD

Rice Avenue Grade Separation at Union Pacific Railroad

100% Project Cost Estimate

Federal Project Number: EA 07 - 317804

ITEM NO	ITEM CODE	BID ITEM	ENGINEERING ESTIMATE						UPRR SHARE			
			UNIT OF MEASURE	THEORETICAL STRUCTURE & APPROACHES ESTIMATED QUANTITY	STRUCTURE & APPROACHES ESTIMATED QUANTITY	PROPORTION OF ITEM TOTAL	UNIT PRICE	ITEM TOTAL	ITEM SUBJECT TO UPRR SHARING?	% SUBJECT TO UPRR SHARING	COST SUBJECT TO UPRR SHARING	UPRR SHARE (5%)
42	800363	CHAIN LINK FENCE (TYPE CL-6, EXTENSION ARM)	LF	0	0	0.00	$ 50.00	$ -	NO	0%	$ -	$ -
43	802560	10' CHAIN LINK FENCE GATE (TYPE CL-6)	EA	1	0	0.00	$ 3,000.00	$ -	NO	0%	$ -	$ -
44	802660	20' CHAIN LINK FENCE GATE (TYPE CL-6)	EA	3	0	0.00	$ 3,500.00	$ -	NO	0%	$ -	$ -
45	802921A	16' CHAIN LINK GATE (TYPE CL-8)	EA	1	0	0.00	$ 3,500.00	$ -	NO	0%	$ -	$ -
46	803020	REMOVE FENCE	LF	4,949.14	7,420	0.67	$ 8.00	$ 59,360.00	YES	67%	$ 39,593.12	$ 1,979.66
47	803060	REMOVE GATE	EA	6.00	9	0.67	$ 600.00	$ 5,400.00	YES	67%	$ 3,601.80	$ 180.09
48	832007	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	220	220	1.00	$ 50.00	$ 11,000.00	YES	100%	$ 11,000.00	$ 550.00
49	832073	VEGETATION CONTROL MAT (RUBBER OR FIBER)	SQYD	270	270	1.00	$ 91.00	$ 24,570.00	YES	100%	$ 24,570.00	$ 1,228.50
50	839543	TRANSITION RAILING (TYPE WB-31)	EA	3	0	0.00	$ 5,000.00	$ -	NO	0%	$ -	$ -
51	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3	3	1.00	$ 5,000.00	$ 15,000.00	YES	100%	$ 15,000.00	$ 750.00
52	839742	CONCRETE BARRIER (TYPE 842B MODIFIED)	LF	2,797	2,797	1.00	$ 225.00	$ 629,325.00	YES	100%	$ 629,325.00	$ 31,466.25
53	839752	REMOVE GUARDRAIL	LF	63	63	1.00	$ 40.00	$ 2,520.00	YES	100%	$ 2,520.00	$ 126.00
						0.39	SUBTOTAL	$ 22,488,735.00	SUBTOTAL		$ 15,502,392.84	$ 775,119.64
B	DRAINAGE ITEMS											
54	510090	STRUCTURAL CONCRETE, BOX CULVERT	CY	0	0	0.00	$ 1,400.00	$ -	NO	0%	$ -	$ -
55	510092	STRUCTURAL CONCRETE, HEADWALL	CY	3.90	6	0.67	$ 3,400.00	$ 19,890.00	YES	67%	$ 13,266.63	$ 663.33
56	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	86.61	130	0.67	$ 2,100.00	$ 272,685.00	YES	67%	$ 181,880.90	$ 9,094.04
57	520107	BAR REINFORCING STEEL (BOX CULVERT)	LB	0	0	0.00	$ 2.50	$ -	NO	0%	$ -	$ -
58	610112	24" ALTERNATIVE PIPE CULVERT	LF	667.00	1,000	0.67	$ 95.00	$ 95,000.00	YES	67%	$ 63,365.00	$ 3,168.25
59	650416	24" REINFORCED CONCRETE PIPE (CLASS IV)	LF	2,501.25	3,750	0.67	$ 125.00	$ 468,750.00	YES	67%	$ 312,656.25	$ 15,632.81
60	665711	12" SLOTTED CORRUGATED STEEL PIPE (0.64" THICK)	LF	927.13	1,390	0.67	$ 120.00	$ 166,800.00	YES	67%	$ 111,255.60	$ 5,562.78
61	700617	DRAINAGE INLET MARKER	EA	9.34	14	0.67	$ 125.00	$ 1,750.00	YES	67%	$ 1,167.25	$ 58.36
62	705206	24" CONCRETE FLARED END SECTION	EA	3	4	0.75	$ 1,950.00	$ 7,800.00	YES	75%	$ 5,850.00	$ 292.50
63	710132	REMOVE CULVERT (LF)	LF	73.37	110	0.67	$ 60.00	$ 6,600.00	YES	67%	$ 4,402.20	$ 220.11
64	710136	REMOVE PIPE (LF)	LF	4,428.88	6,640	0.67	$ 55.00	$ 365,200.00	YES	67%	$ 243,588.40	$ 12,179.42
65	710150	REMOVE INLET	EA	1	1	1.00	$ 2,000.00	$ 2,000.00	YES	100%	$ 2,000.00	$ 100.00
66	710152	REMOVE HEADWALL	EA	1	1	1.00	$ 2,300.00	$ 2,300.00	YES	100%	$ 2,300.00	$ 115.00
67	710160	REMOVE JUNCTION BOX	EA	2	2	1.00	$ 5,000.00	$ 10,000.00	YES	100%	$ 10,000.00	$ 500.00
68	710260	REMOVE CONCRETE (CHANNEL)	CY	28	40	0.70	$ 150.00	$ 6,000.00	YES	70%	$ 4,200.00	$ 210.00
69	721430	CONCRETE (CHANNEL LINING)	CY	146.74	220	0.67	$ 1,200.00	$ 264,000.00	YES	67%	$ 176,088.00	$ 8,804.40
70	723070	ROCK SLOPE PROTECTION (150 lb, Class III, METHOD B) (CY)	CY	21.34	32	0.67	$ 300.00	$ 9,600.00	YES	67%	$ 6,403.20	$ 320.16
71	729011	ROCK SLOPE PROTECTION FABRIC (CLASS B)	SQYD	113.39	170	0.67	$ 8.00	$ 1,360.00	YES	67%	$ 907.12	$ 45.36
						0.65	SUBTOTAL	$ 1,699,735.00	SUBTOTAL		$ 1,139,330.55	$ 56,966.53
C	SEWER ITEMS											
72	780258	ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	0	2	0.00	$ 2,000.00	$ 4,000.00	NO	0%	$ -	$ -
73	780270	LOWER AND RAISE FRAME AND COVER (UTILITY)	EA	0	3	0.00	$ 2,000.00	$ 6,000.00	NO	0%	$ -	$ -
74	066918	SEWER MANHOLE COVER AND FRAME	EA	0	9	0.00	$ 500.00	$ -	NO	0%	$ -	$ -
						0.00	SUBTOTAL	$ 10,000.00	SUBTOTAL		$ -	$ -

CITY OF OXNARD

100% Project Cost Estimate

Rice Avenue Grade Separation at Union Pacific Railroad

Federal Project Number: EA 07 - 317804

ITEM NO	ITEM CODE	BID ITEM	ENGINEERING ESTIMATE						UPRR SHARE			
			UNIT OF MEASURE	THEORETICAL STRUCTURE & APPROACHES ESTIMATED QUANTITY	STRUCTURE & APPROACHES ESTIMATED QUANTITY	PROPORTION OF ITEM TOTAL	UNIT PRICE	ITEM TOTAL	ITEM SUBJECT TO UPRR SHARING?	% SUBJECT TO UPRR SHARING	COST SUBJECT TO UPRR SHARING	UPRR SHARE (5%)
D	WATER ITEMS											
75	790101A	CITY OF OXNARD 12 INCH WATER	LS	0	1	0.00	$ 307,100.00	$ 307,100.00	NO	0%	$ -	$ -
76	790111A	CITY OF OXNARD 36 INCH WATER	LS	0	1	0.00	$ 632,100.00	$ 632,100.00	NO	0%	$ -	$ -
77	790121A	CITY OF OXNARD 24 INCH SEWER	LS	0	1	0.00	$ 1,980,000.00	$ 1,980,000.00	NO	0%	$ -	$ -
78	790131A	CITY OF OXNARD 27 INCH SEWER	LS	0	1	0.00	$ 955,000.00	$ 955,000.00	NO	0%	$ -	$ -
79	790151A	HAILOOD 8 INCH WATER	LS	0	1	0.00	$ 121,000.00	$ 121,000.00	NO	0%	$ -	$ -
80	790161A	UWCD 30 INCH WATER	LS	0	1	0.00	$ 990,000.00	$ 990,000.00	NO	0%	$ -	$ -
81	790168A	PRECAST CONCRETE BOTTOMLESS UTILITY VAULT	EA	0	1	0.00	$ 32,407.00	$ 32,407.00	NO	0%	$ -	$ -
						0.00	SUBTOTAL	$ 5,017,607.00	SUBTOTAL		$ -	$ -
E	SIGNING AND STRIPING											
82	141101	REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	243	0	0.00	$ 5.00	$ -	NO	0%	$ -	$ -
83	780433	PAINT CURB (2-COAT)	SQFT	41	0	0.00	$ 13.00	$ -	NO	0%	$ -	$ -
84	810120	REMOVE PAVEMENT MARKER	EA	0	0	0.00	$ 8.00	$ -	NO	0%	$ -	$ -
85	810170	DELINEATOR (CLASS 1)	EA	6	0	0.00	$ 110.00	$ -	NO	0%	$ -	$ -
86	810230	PAVEMENT MARKER (REFLECTIVE)	EA	768	0	0.00	$ 5.00	$ -	NO	0%	$ -	$ -
87	820113	TREATMENT BEST MANAGEMENT PRACTICE MARKER	EA	0	0	0.00	$ 170.00	$ -	NO	0%	$ -	$ -
88	820250	REMOVE ROADSIDE SIGN	EA	24	0	0.00	$ 153.00	$ -	NO	0%	$ -	$ -
89	820300	REMOVE ROADSIDE SIGN (STRAP AND SADDLE METHOD)	EA	3	0	0.00	$ 158.00	$ -	NO	0%	$ -	$ -
90	820610	RELOCATE ROADSIDE SIGN	EA	9	0	0.00	$ 210.00	$ -	NO	0%	$ -	$ -
91	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	236	0	0.00	$ 12.40	$ -	NO	0%	$ -	$ -
92	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	26	0	0.00	$ 11.00	$ -	NO	0%	$ -	$ -
93	820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	132	0	0.00	$ 14.30	$ -	NO	0%	$ -	$ -
94	820790	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SQFT	48	0	0.00	$ 17.80	$ -	NO	0%	$ -	$ -
95	820840	ROADSIDE SIGN - ONE POST	EA	25	0	0.00	$ 314.00	$ -	NO	0%	$ -	$ -
96	820850	ROADSIDE SIGN - TWO POST	EA	5	0	0.00	$ 764.00	$ -	NO	0%	$ -	$ -
97	820860	INSTALL SIGN (STRAP AND SADDLE METHOD)	EA	12	0	0.00	$ 176.00	$ -	NO	0%	$ -	$ -
98	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	0	0	0.00	$ 6.00	$ -	NO	0%	$ -	$ -
99	840583	6" TWO-COMPONENT TRAFFIC STRIPE	LF	0	0	0.00	$ 1.40	$ -	NO	0%	$ -	$ -
100	840584	8" TWO-COMPONENT TRAFFIC STRIPE	LF	0	0	0.00	$ 1.70	$ -	NO	0%	$ -	$ -
101	840616	6" TWO-COMPONENT PAINT TRAFFIC STRIPE (BROKEN 36-12)	LF	0	0	0.00	$ 9.65	$ -	NO	0%	$ -	$ -
102	840617	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 6-1)	LF	0	0	0.00	$ 1.50	$ -	NO	0%	$ -	$ -
103	840623	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)	LF	0	0	0.00	$ 0.80	$ -	NO	0%	$ -	$ -
104	840666	PAINT PAVEMENT MARKING (2-COAT)	SQFT	0	0	0.00	$ 7.40	$ -	NO	0%	$ -	$ -
105	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT	LF	0	0	0.00	$ 1.10	$ -	NO	0%	$ -	$ -
106	846008	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT	LF	0	0	0.00	$ 1.50	$ -	NO	0%	$ -	$ -
107	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT	LF	0	0	0.00	$ 1.60	$ -	NO	0%	$ -	$ -
108	846011	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT	LF	0	0	0.00	$ 3.00	$ -	NO	0%	$ -	$ -
109	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	0	0	0.00	$ 0.60	$ -	NO	0%	$ -	$ -
110	846025	REMOVE PAINTED TRAFFIC MARKING	SQFT	0	0	0.00	$ 2.10	$ -	NO	0%	$ -	$ -
111	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	0	0	0.00	$ 1.10	$ -	NO	0%	$ -	$ -
112	846035	REMOVE THERMOPLASTIC TRAFFIC MARKING	SQFT	0	0	0.00	$ 1.64	$ -	NO	0%	$ -	$ -
113	847218	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)	LF	0	0	0.00	$ 8.00	$ -	NO	0%	$ -	$ -
114	847222	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY) (BROKEN 36-12)	LF	0	0	0.00	$ 8.00	$ -	NO	0%	$ -	$ -
115	847224	8" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)	LF	0	0	0.00	$ 8.00	$ -	NO	0%	$ -	$ -
						0.00	SUBTOTAL	$ -	SUBTOTAL		$ -	$ -
F	SIGNALS AND LIGHTING											
116	870200	LIGHTING SYSTEM	LS	0	1	0.00	$ 134,400.00	$ 134,400.00	NO	0%	$ -	$ -
117	870402A	SIGNAL AND LIGHTING SYSTEM (ROUTE 34/CONN RD - STAGE 4)	LS	0	1	0.00	$ 176,512.00	$ 176,512.00	NO	0%	$ -	$ -
118	870403A	SIGNAL AND LIGHTING SYSTEM	LS	0	1	0.00	$ 57,613.00	$ 57,613.00	NO	0%	$ -	$ -
119	870404A	SIGNAL AND LIGHTING SYSTEM (CITY)	LS	0	1	0.00	$ 265,650.00	$ 265,650.00	NO	0%	$ -	$ -
120	871812	INTERCONNECTION CONDUIT AND CABLE (LS)	LS	0	1	0.00	$ 144,100.00	$ 144,100.00	NO	0%	$ -	$ -
121	872001A	TEMPORARY LIGHTING SYSTEM (CITY)	LS	0	0	0.00	$ 21,900.00	$ -	NO	0%	$ -	$ -
122	872133A	MODIFYING EXISTING ELECTRICAL SYSTEM (CITY)	LS	0	0	0.00	$ 203,049.00	$ -	NO	0%	$ -	$ -
123	872143	REMOVING SIGNAL AND LIGHTING SYSTEMS	LS	0	1	0.00	$ 23,760.00	$ 23,760.00	NO	0%	$ -	$ -
124	066840	332 TRAFFIC SIGNAL CABINET WITH 2070 CONTROLLER ASSEMBLY	EA	0	3	0.00	$ 15,000.00	$ 45,000.00	NO	0%	$ -	$ -
125	066842	BATTERY BACK-UP SYSTEM	EA	0	3	0.00	$ 5,000.00	$ 15,000.00	NO	0%	$ -	$ -
126	066907	ELECTRICAL SERVICE CONNECTION (LIGHTING)	LS	0	0	0.00	$ 40,000.00	$ -	NO	0%	$ -	$ -
127	066908	ELECTRICAL SERVICE CONNECTION (TRAFFIC SIGNAL)	LS	0	1	0.00	$ 15,000.00	$ 15,000.00	NO	0%	$ -	$ -
						0.00	SUBTOTAL	$ 877,035.00	SUBTOTAL		$ -	$ -

CITY OF OXNARD

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			UNIT OF MEASURE	THEORETICAL STRUCTURE & APPROACHES ESTIMATED QUANTITY	STRUCTURE & APPROACHES ESTIMATED QUANTITY	PROPORTION OF ITEM TOTAL	UNIT PRICE	ITEM TOTAL	ITEM SUBJECT TO UPRR SHARING?	% SUBJECT TO UPRR SHARING	COST SUBJECT TO UPRR SHARING	UPRR SHARE (5%)
G		LANDSCAPE / EROSION CONTROL ITEMS										
128	200113	ROCK MULCH	SQFT	0	0	0.00	$ 1.70	$ -	NO	0%	$ -	$ -
129	200114	ROCK BLANKET	SQFT	0	0	0.00	$ 14.00	$ -	NO	0%	$ -	$ -
130	202004	IRON SULFATE (LB)	LB	0	8,740	0.00	$ 2.00	$ 17,480.00	NO	0%	$ -	$ -
131	202006	SOIL AMENDMENT	CY	0	1,310	0.00	$ 50.00	$ 65,500.00	NO	0%	$ -	$ -
132	202038	PACKET FERTILIZER	EA	0	45,000	0.00	$ 0.30	$ 13,500.00	NO	0%	$ -	$ -
133	202039	SLOW-RELEASE FERTILIZER	LB	0	8,740	0.00	$ 2.30	$ 20,102.00	NO	0%	$ -	$ -
134	204011	PLANT (GROUP K)	EA	0	77	0.00	$ 375.00	$ 28,875.00	NO	0%	$ -	$ -
135	204036	PLANT (GROUP B)	EA	0	28,200	0.00	$ 24.00	$ 676,800.00	NO	0%	$ -	$ -
136	204035	PLANT (GROUP A)	EA	0	13,300	0.00	$ 10.00	$ 133,000.00	NO	0%	$ -	$ -
137	204099	PLANT ESTABLISHMENT WORK	LS	0	1	0.00	$ 165,240.00	$ 165,240.00	NO	0%	$ -	$ -
138	205034	DECOMPSED GRANITE	SQFT	113,680	196,000	0.58	$ 2.50	$ 490,000.00	YES	58%	$ 284,200.00	$ 14,210.00
139	205035	WOOD MULCH	CY	2,378	4,100	0.58	$ 50.00	$ 205,000.00	YES	58%	$ 118,900.00	$ 5,945.00
140	206005	EDGING	LF	0	9,800	0.00	$ 3.75	$ 36,750.00	NO	0%	$ -	$ -
141	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	0	1	0.00	$ 38,900.00	$ 38,900.00	NO	0%	$ -	$ -
142	206562	1" REMOTE CONTROL VALVE	EA	0	10	0.00	$ 550.00	$ 5,500.00	NO	0%	$ -	$ -
143	206564	1 1/2" REMOTE CONTROL VALVE	EA	0	35	0.00	$ 650.00	$ 22,750.00	NO	0%	$ -	$ -
144	206636	3" WYE STRAINER ASSEMBLY	EA	0	2	0.00	$ 1,400.00	$ 2,800.00	NO	0%	$ -	$ -
145	206760	16-18 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	0	1	0.00	$ 9,590.00	$ 9,590.00	NO	0%	$ -	$ -
146	206762	30-42 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	0	1	0.00	$ 11,325.00	$ 11,325.00	NO	0%	$ -	$ -
147	208428	3" BACKFLOW PREVENTER ASSEMBLY	EA	0	2	0.00	$ 10,000.00	$ 20,000.00	NO	0%	$ -	$ -
148	208442	FLOW SENSOR	EA	0	2	0.00	$ 1,200.00	$ 2,400.00	NO	0%	$ -	$ -
149	208445	TREE WELL SPRINKLER ASSEMBLY	EA	0	220	0.00	$ 65.00	$ 14,300.00	NO	0%	$ -	$ -
150	208446	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	0	110	0.00	$ 85.00	$ 9,350.00	NO	0%	$ -	$ -
151	208447	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	0	210	0.00	$ 105.00	$ 22,050.00	NO	0%	$ -	$ -
152	208448	RISER SPRINKLER ASSEMBLY	EA	0	18	0.00	$ 35.00	$ 630.00	NO	0%	$ -	$ -
153	208449	POP-UP SPRINKLER ASSEMBLY	EA	0	380	0.00	$ 45.00	$ 17,100.00	NO	0%	$ -	$ -
154	208588	3" GATE VALVE	EA	0	6	0.50	$ 1,500.00	$ 9,000.00	YES	50%	$ 4,500.00	$ 225.00
155	208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	0	7,700	0.00	$ 6.00	$ 46,200.00	NO	0%	$ -	$ -
156	208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	0	5,231	0.00	$ 7.00	$ 36,617.00	NO	0%	$ -	$ -
157	208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	0	4,771	0.00	$ 8.00	$ 38,168.00	NO	0%	$ -	$ -
158	208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	0	1,636	0.00	$ 9.00	$ 14,724.00	NO	0%	$ -	$ -
159	208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	0	2,055	0.00	$ 10.00	$ 20,550.00	NO	0%	$ -	$ -
160	208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	0	6,470	0.00	$ 20.00	$ 129,400.00	NO	0%	$ -	$ -
161	208640	PRESSURE REGULATING VALVE	EA	0	2	0.00	$ 800.00	$ 1,600.00	NO	0%	$ -	$ -
162	208683	BALL VALVE	EA	0	14	0.00	$ 750.00	$ 10,500.00	NO	0%	$ -	$ -

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163	208756	6" CORRUGATED STEEL PIPE CONDUIT (.064" THICK)	LF	0	400	0.00	$ 80.00	$ 32,000.00	NO	0%	$ -	$ -
164	740400	BOOSTER PUMP	LS	0	1	0.00	$ 40,000.00	$ 40,000.00	NO	0%	$ -	$ -
165	770060A	ELECTRIC SERVICE FOR IRRIGATION (CITY)	LS	0	1	0.00	$ 8,400.00	$ 8,400.00	NO	0%	$ -	$ -
166	770061A	ELECTRIC SERVICE FOR IRRIGATION (COUNTY)	LS	0	1	0.00	$ 8,400.00	$ 8,400.00	NO	0%	$ -	$ -
167	770090A	LIGHTING SYSTEM (CITY STREET)	LS	0	1	0.00	$ 99,100.00	$ 99,100.00	NO	0%	$ -	$ -
168	770091A	LIGHTING SYSTEM (COUNTY)	LS	0	1	0.00	$ 54,800.00	$ 54,800.00	NO	0%	$ -	$ -
						0.04	**SUBTOTAL**	**$ 2,578,401.00**	**SUBTOTAL**		**$ 407,600.00**	**$ 20,380.00**
H		BRIDGE AND RETAINING WALL ITEMS										
169	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	1,374	4,433	0.31	$ 62.00	$ 274,846.00	YES	31%	$ 85,202.26	$ 4,260.11
170	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	573	573	1.00	$ 95.00	$ 54,435.00	YES	100%	$ 54,435.00	$ 2,721.75
171	193003	STRUCTURE BACKFILL (BRIDGE)	CY	963	3,108	0.31	$ 76.00	$ 236,208.00	YES	31%	$ 73,224.48	$ 3,661.22
172	193006	STRUCTURE BACKFILL (SLURRY CEMENT)	CY	11	11	1.00	$ 400.00	$ 4,480.00	YES	100%	$ 4,480.00	$ 224.00
173	490559A	FURNISH 30" STEEL PIPE PILING	LF	2,153	6,944	0.31	$ 208.00	$ 1,444,352.00	YES	31%	$ 447,749.12	$ 22,387.46
174	490560A	DRIVE 30" STEEL PIPE PILING	EA	30	96	0.31	$ 4,167.00	$ 400,032.00	YES	31%	$ 124,009.92	$ 6,200.50
175	490609	60" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	0	48	0.00	$ 2,667.00	$ 128,016.00	NO	0%	$ -	$ -
176	495109	FURNISH 20" CAST-IN-STEEL SHELL CONCRETE PILING	LF	1,785	5,410	0.33	$ 152.00	$ 822,320.00	YES	33%	$ 271,365.60	$ 13,568.28
177	495110	DRIVE 20" CAST-IN-STEEL SHELL CONCRETE PILING	EA	30	96	0.31	$ 4,762.00	$ 457,152.00	YES	31%	$ 141,717.12	$ 7,085.86
178	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	434	1,399	0.31	$ 524.00	$ 733,076.00	YES	31%	$ 227,253.56	$ 11,362.68
179	510053	STRUCTURAL CONCRETE, BRIDGE	CY	594	1,916	0.31	$ 1,143.00	$ 2,189,988.00	YES	31%	$ 678,896.28	$ 33,944.81
180	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	466	1,504	0.31	$ 952.00	$ 1,431,808.00	YES	31%	$ 443,860.48	$ 22,193.02
181	510072	STRUCTURAL CONCRETE, BARRIER SLAB	CY	143	143	1.00	$ 855.00	$ 122,265.00	YES	100%	$ 122,265.00	$ 6,113.25
182	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	245	367	0.67	$ 810.00	$ 297,270.00	YES	67%	$ 198,279.09	$ 9,913.95
183	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	36	54	0.67	$ 1,550.00	$ 84,273.50	YES	67%	$ 56,210.42	$ 2,810.52
184	512250A	FURNISH PRECAST, PRESTRESSED CONCRETE WIDE-FLANGE	EA	24	28	0.86	$ 36,190.00	$ 1,013,320.00	YES	86%	$ 868,560.00	$ 43,428.00
185	512251A	FURNISH PRECAST, PRESTRESSED CONCRETE WIDE-FLANGE	EA	12	28	0.43	$ 46,095.00	$ 1,290,660.00	YES	43%	$ 553,140.00	$ 27,657.00
186	512500	ERECT PRECAST, PRESTRESSED CONCRETE GIRDER	EA	36	56	0.64	$ 6,667.00	$ 373,352.00	YES	64%	$ 240,012.00	$ 12,000.60
187	519100	JOINT SEAL (MR 2")	LF	235	265	0.89	$ 95.00	$ 25,175.00	YES	89%	$ 22,325.00	$ 1,116.25
188	520102	BAR REINFORCING STEEL (BRIDGE)	LB	464,347	1,497,893	0.31	$ 1.14	$ 1,711,877.71	YES	31%	$ 530,682.09	$ 26,534.10
189	520115	BAR REINFORCING STEEL (GALVANIZED)	LB	1,958	6,315	0.31	$ 2.62	$ 16,545.30	YES	31%	$ 5,129.04	$ 256.45
190	520120	HEADED BAR REINFORCEMENT	EA	52	52	1.00	$ 67.00	$ 3,484.00	YES	100%	$ 3,484.00	$ 174.20
191	703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	580	580	1.00	$ 219.00	$ 127,020.00	YES	100%	$ 127,020.00	$ 6,351.00
192	721810	SLOPE PAVING (CONCRETE)	CY	53	53	1.00	$ 857.00	$ 45,421.00	YES	100%	$ 45,421.00	$ 2,271.05
193	750001	MISCELLANEOUS IRON AND STEEL	LB	7,799	13,446	0.58	$ 3.00	$ 40,338.00	YES	58%	$ 23,396.04	$ 1,169.80
194	750501	MISCELLANEOUS METAL (BRIDGE)	LB	4,947	4,947	1.00	$ 13.00	$ 64,311.00	YES	100%	$ 64,311.00	$ 3,215.55
195	750505	BRIDGE DECK DRAINAGE SYSTEM	LB	2,771	5,341	0.52	$ 19.00	$ 101,479.00	YES	52%	$ 52,649.00	$ 2,632.45
196	833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	696	952	0.73	$ 114.00	$ 108,528.00	YES	73%	$ 79,344.00	$ 3,967.20
197	833088	TUBULAR HANDRAILING	LF	280	280	1.00	$ 155.00	$ 43,400.00	YES	100%	$ 43,400.00	$ 2,170.00

CITY OF OXNARD

100% Project Cost Estimate

Rice Avenue Grade Separation at Union Pacific Railroad

Federal Project Number: EA 07 - 317804

ITEM NO	ITEM CODE	BID ITEM	ENGINEERING ESTIMATE						UPRR SHARE			
			UNIT OF MEASURE	THEORETICAL STRUCTURE & APPROACHES ESTIMATED QUANTITY	STRUCTURE & APPROACHES ESTIMATED QUANTITY	PROPORTION OF ITEM TOTAL	UNIT PRICE	ITEM TOTAL	ITEM SUBJECT TO UPRR SHARING?	% SUBJECT TO UPRR SHARING	COST SUBJECT TO UPRR SHARING	UPRR SHARE (5%)
198	839521	CABLE RAILING	LF	48	48	1.00	$ 126.00	$ 5,985.00	YES	100%	$ 5,985.00	$ 299.25
199	839720A	CONCRETE BARRIER (TYPE 732SW MODIFIED)	LF	696	952	0.73	$ 364.00	$ 346,528.00	YES	73%	$ 253,344.00	$ 12,667.20
200	839721A	CONCRETE BARRIER (TYPE 732SW MODIFIED 1)	LF	280	280	1.00	$ 270.00	$ 75,600.00	YES	100%	$ 75,600.00	$ 3,780.00
201	839721	CONCRETE BARRIER (TYPE 732SW MODIFIED 2)	LF	858	858	1.00	$ 385.00	$ 330,330.00	YES	100%	$ 330,330.00	$ 16,516.50
202	839741	CONCRETE BARRIER (TYPE 842 MODIFIED)	LF	696	952	0.73	$ 167.00	$ 158,984.00	YES	73%	$ 116,232.00	$ 5,811.60
						0.64	SUBTOTAL	$ 14,562,859.51	SUBTOTAL		$ 6,369,312.51	$ 318,465.63
I		MISCELLANEOUS UTILITY COSTS										
203	779011A	DUCTS AND STRUCTURES (SCE 16 KV)	LS	0	1	0.00	$ 574,906.00	$ 574,906.00	NO	0%	$ -	$ -
204		REMOVE AND RECONSTRUCT 16KV ELECTRICAL UNDERGROUND (SCE)	LS	0	1	0.00	$ 413,509.00	$ 413,509.00	NO	0%	$ -	$ -
205		CASING EXTENSION FOR OIL WELL NO. 301, NOTE THAT WELL ABANDONMENT ITSELF TO BE COMPLETED BY SHELL	LS	0	1	0.00	$ 51,600.00	$ 51,600.00	NO	0%	$ -	$ -
						0.00	SUBTOTAL	$ 1,040,015.00	SUBTOTAL		$ -	$ -
J		MISCELLANEOUS CONSTRUCTION COSTS										
206	130100	JOB SITE MANAGEMENT	LS	1	1	0.67	$ 141,000.00	$ 141,000.00	YES	67%	$ 94,047.00	$ 4,702.35
207	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	1	0.67	$ 13,800.00	$ 13,800.00	YES	67%	$ 9,204.60	$ 460.23
208	130310	RAIN EVENT ACTION PLAN	EA	32	48	0.67	$ 500.00	$ 24,000.00	YES	67%	$ 16,008.00	$ 800.40
209	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	16	24	0.67	$ 2,060.00	$ 49,440.00	YES	67%	$ 32,976.48	$ 1,648.82
210	130330	STORM WATER ANNUAL REPORT	EA	3	4	0.67	$ 2,000.00	$ 8,000.00	YES	67%	$ 5,336.00	$ 266.80
211	130500	TEMPORARY EROSION CONTROL BLANKET	SQYD	0	0	0.00	$ 2.50	$ -	NO	0%	$ -	$ -
212	130610	TEMPORARY CHECK DAM	LF	1,037	0	0.00	$ 6.00	$ -	NO	0%	$ -	$ -
213	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	0	0	0.00	$ 240.00	$ -	NO	0%	$ -	$ -
214	130640	TEMPORARY FIBER ROLL	LF	0	0	0.00	$ 3.00	$ -	NO	0%	$ -	$ -
215	130680	TEMPORARY SILT FENCE	LF	0	0	0.00	$ 4.00	$ -	NO	0%	$ -	$ -
216	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	3	5	0.67	$ 6,500.00	$ 32,500.00	YES	67%	$ 21,677.50	$ 1,083.88
217	130730	STREET SWEEPING	LS	0	0	0.00	$ 110,000.00	$ -	NO	0%	$ -	$ -
218	130900	TEMPORARY CONCRETE WASHOUT	LS	1	1	0.67	$ 38,700.00	$ 38,700.00	YES	67%	$ 25,812.90	$ 1,290.65
219	131103	WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	3	5	0.67	$ 2,000.00	$ 10,000.00	YES	67%	$ 6,670.00	$ 333.50
220	131104	WATER QUALITY MONITORING REPORT	EA	3	4	0.67	$ 2,000.00	$ 8,000.00	YES	67%	$ 5,336.00	$ 266.80
221	999990	MOBILIZATION	LS	1	1	0.67	$ 3,989,000.00	$ 3,989,000.00	YES	67%	$ 2,660,663.00	$ 133,033.15
222	066070	MAINTAIN TRAFFIC	LS	0	0	0.00	$ 100,000.00	$ -	NO	0%	$ -	$ -
223	066100	DUST CONTROL	LS	1	1	0.67	$ 50,000.00	$ 50,000.00	YES	67%	$ 33,350.00	$ 1,667.50
224	066170	DEWATERING PERMIT FEE	LS	1	1	0.67	$ 13,000.00	$ 13,000.00	YES	67%	$ 8,671.00	$ 433.55
225	066595	WATER POLLUTION CONTROL MAINTENANCE SHARING	LS	1	1	0.67	$ 33,000.00	$ 33,000.00	YES	67%	$ 22,011.00	$ 1,100.55
226	066596	ADDITIONAL WATER POLLUTION CONTROL	LS	1	1	0.67	$ 6,000.00	$ 6,000.00	YES	67%	$ 4,002.00	$ 200.10
227	066916	CONSTRUCTION GENERAL PERMIT FEES	EA	1	4	0.14	$ 5,000.00	$ 20,000.00	YES	14%	$ 2,830.00	$ 141.50
228	066020	RAILROAD WORK	LS	0	1	0.00	$ 220,000.00	$ 220,000.00	NO	0%	$ -	$ -
							SUBTOTAL	$ 4,656,440.00	SUBTOTAL		$ 2,948,595.48	$ 147,429.77

CITY OF OXNARD

100% Project Cost Estimate

Rice Avenue Grade Separation at Union Pacific Railroad

Federal Project Number: EA 07 - 317804

ITEM NO	ITEM CODE	BID ITEM	ENGINEERING ESTIMATE						UPRR SHARE			
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K		MISCELLANEOUS PROJECT COSTS										
229	050001A	RAILROAD FLAGGING	LS	0	0	0.00	$ 100,000.00	$ -	NO	0%	$ -	$ -
230	070030	LEAD COMPLIANCE PLAN	LS	1	1	0.67	$ 10,000.00	$ 10,000.00	YES	67%	$ 6,670.00	$ 333.50
231	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	1	0.67	$ 30,000.00	$ 30,000.00	YES	67%	$ 20,010.00	$ 1,000.50
232	090100	TIME-RELATED OVERHEAD (WDAY)	WDAY	513	0	0.00	$ 5,090.00	$ -	NO	0%	$ -	$ -
233	090205	DISPUTE RESOLUTION BOARD ON-SITE MEETING	EA	10	15	0.67	$ 6,000.00	$ 90,000.00	YES	67%	$ 60,030.00	$ 3,001.50
234	90210	HOURLY OFF-SITE DISPUTE-RESOLUTION-BOARD-RELATED TASKS	HR	200	300	0.67	$ 200.00	$ 60,000.00	YES	67%	$ 40,020.00	$ 2,001.00
235	100100	DEVELOP WATER SUPPLY	LS	1	1	0.67	$ 94,000.00	$ 94,000.00	YES	67%	$ 62,698.00	$ 3,134.90
236	141120	TREATED WOOD WASTE	LB	1,134	1,700	0.67	$ 1.00	$ 1,700.00	YES	67%	$ 1,133.90	$ 56.70
237	141130A	EXCAVATION, TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS	CY	1,514	2,270	0.67	$ 200.00	$ 454,000.00	YES	67%	$ 302,818.00	$ 15,140.90
238	141140A	EXCAVATION, TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS	LS	1	1	0.67	$ 215,000.00	$ 215,000.00	YES	67%	$ 143,405.00	$ 7,170.25
239	141150A	DEWATERING	LS	1	1	0.67	$ 250,000.00	$ 250,000.00	YES	67%	$ 166,750.00	$ 8,337.50
240	066015	FEDERAL TRAINEE PROGRAM	LS	1	1	0.67	$ 14,400.00	$ 14,400.00	YES	67%	$ 9,604.80	$ 480.24
241	066041	BIRD PROTECTION	LS	1	0	0.00	$ 15,067.20	$ -	NO	0%	$ -	$ -
242	066071	ADDITIONAL TRANSPORTATION MANAGEMENT TO CLOSE RICE AVE FOR 3 MONTHS	LS	1	1	0.67	$ 166,000.00	$ 166,000.00	YES	67%	$ 110,722.00	$ 5,536.10
243	066094	VALUE ANALYSIS	LS	1	1	0.67	$ 15,000.00	$ 15,000.00	YES	67%	$ 10,005.00	$ 500.25
244	066189	ARCHAEOLOGICAL AND NATIVE AMERICAN MONITORING	LS	1	1	0.67	$ 320,000.00	$ 320,000.00	YES	67%	$ 213,440.00	$ 10,672.00
245	066190	NESTING BIRD SURVEY	LS	1	0	0.00	$ 20,000.00	$ -	NO	0%	$ -	$ -
246	066198	ADDITIONAL IMPORTED BORROW	LS	1	1	0.67	$ 260,000.00	$ 260,000.00	YES	67%	$ 173,420.00	$ 8,671.00
247	066610	PARTNERING	LS	1	1	0.67	$ 100,000.00	$ 100,000.00	YES	67%	$ 66,700.00	$ 3,335.00
248	066670	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	LS	1	1	0.67	$ 256,000.00	$ 256,000.00	YES	67%	$ 170,752.00	$ 8,537.60
249	066063	TRANSPORTATION MANAGEMENT PLAN - PUBLIC INFORMATION	LS	1	0	0.00	$ 66,610.00	$ -	NO	0%	$ -	$ -
250	066065	TOW TRUCK SERVICE PATROL	LS	1	0	0.00	$ 64,000.00	$ -	NO	0%	$ -	$ -
251	066068	COZEEP CONTRACT (STATE)	LS	1	0	0.00	$ 78,000.00	$ -	NO	0%	$ -	$ -
252	066069	COZEEP CONTRACT (CITY/COUNTY)	LS	1	0	0.00	$ 20,000.00	$ -	NO	0%	$ -	$ -
253	066393	HOT MIX ASPHALT SMOOTHNESS INCENTIVE	LS	1	1	0.67	$ 81,000.00	$ 81,000.00	YES	67%	$ 54,027.00	$ 2,701.35
254	066813	MONUMENT DISK	LS	1	1	0.67	$ 225.00	$ 225.00	YES	67%	$ 150.08	$ 7.50
255	066879	LIGHTING SYSTEM (SCE)	LS	1	1	0.00	$ 593,100.00	$ 593,100.00	NO	0%	$ -	$ -
256	066917	LOCATE OIL WELLS NO. 301 AND NO. 309 TO VERIFY FOR LEAKAGE	EA	1	2	0.67	$ 10,000.00	$ 20,000.00	YES	67%	$ 13,340.00	$ 667.00
							SUBTOTAL	$ 3,030,425.00	SUBTOTAL		$ 1,625,695.78	$ 81,284.79

CITY OF OXNARD

100% Project Cost Estimate

Rice Avenue Grade Separation at Union Pacific Railroad

Federal Project Number: EA 07 - 317804

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			UNIT OF MEASURE	THEORETICAL STRUCTURE & APPROACHES ESTIMATED QUANTITY	STRUCTURE & APPROACHES ESTIMATED QUANTITY	PROPORTION OF ITEM TOTAL	UNIT PRICE	ITEM TOTAL	ITEM SUBJECT TO UPRR SHARING?	% SUBJECT TO UPRR SHARING	COST SUBJECT TO UPRR SHARING	UPRR SHARE (5%)

SUMMARY OF PROJECT COST

A	ROADWAY ITEMS	$ 22,488,735.00	YES	69%	$ 15,502,392.84	$ 775,119.64
B	DRAINAGE ITEMS	$ 1,699,735.00	YES	67%	$ 1,139,330.55	$ 56,966.53
C	SEWER ITEMS	$ 10,000.00	YES	0%	$ -	$ -
D	WATER ITEMS	$ 5,017,607.00	YES	0%	$ -	$ -
E	SIGNING AND STRIPING	$ -	YES	#DIV/0!	$ -	$ -
F	SIGNALS AND LIGHTING	$ 877,035.00	YES	0%	$ -	$ -
G	LANDSCAPE / EROSION CONTROL ITEMS	$ 2,578,401.00	YES	16%	$ 407,600.00	$ 20,380.00
H	BRIDGE AND RETAINING WALL ITEMS	$ 14,562,859.51	YES	44%	$ 6,369,312.51	$ 318,465.63
I	MISCELLANEOUS UTILITY COSTS	$ 1,040,015.00	YES	0%	$ -	$ -
J	MISCELLANEOUS CONSTRUCTION COSTS	$ 4,656,440.00	YES	63%	$ 2,948,595.48	$ 147,429.77
K	MISCELLANEOUS PROJECT COSTS	$ 3,030,425.00	YES	0%	$ 1,625,695.78	$ 81,284.79
	CONSTRUCTION SUBTOTAL	$ 55,961,252.51	YES	29%	$ 27,992,927.15	$ 1,399,646.36
	CONTINGENCY @ 5%	$ 2,798,100.00	NO	0%	$ -	$ -
	COST ESCALATION 1.5 YEARS @ 3.2%	$ 2,842,900.00	NO	0%	$ -	$ -
L	RIGHT OF WAY ACQUISITION	$ 19,200,000.00	YES	29%	$ 5,528,800.82	$ 276,440.04
M	PA/ED SUPPORT	$ 3,132,000.00	YES	29%	$ 901,885.63	$ 45,094.28
N	PS&E SUPPORT	$ 10,000,000.00	YES	29%	$ 2,879,583.76	$ 143,979.19
O	ROW SUPPORT	$ 2,500,000.00	YES	29%	$ 719,895.94	$ 35,994.80
P	CONSTRUCTION SUPPORT	$ 13,000,000.00	YES	29%	$ 3,743,458.89	$ 187,172.94
	TOTAL PROJECT COST	$ 109,434,000.00	YES	39%	$ 41,766,552.18	$ 2,088,327.61

-0.102041624

Percentage for goal seek = 0.287958376 0

DRAFT

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency: City of Oxnard
AREMA: American Railway Engineering and Maintenance-of-way Association
Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD: Manual on Uniform Traffic Control Devices
Project: Agency's Project Number 31780
Railroad: Union Pacific Railroad Company
Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

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1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:
Kenneth Tom
909-685-2191
ktom@up.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:
Nick Vineyard
909-222-5659
nvineyard@benesch.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at http://www.uprr.com/reus/pipeline/install.shtml.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have

any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's unapproved construction or other activities. Reimbursement shall be related to activity that was unexpected or not anticipated.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project.

Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.

C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.

2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the latest form of the Contractor's Right of Entry Agreement thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.

B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with

construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.

C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.

D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Description of work to be done.
2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line.** All work shall be performed in accordance with previously approved work plans.

E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad

has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot and six (6) inch temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.

B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.

3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.

4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.

C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the

need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement and follow the Railroad's flagging policy and procedures as found on the Railroad's website,
UP: Real Estate and Utility Specifications. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is $1600 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad's authorized vendor and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____
_____, a _____
corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to
_____
_____
_____
(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

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ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of

Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street MS 1690
Omaha, Nebraska
Attn: Senior Manager - Contracts
Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- <u>ADMINISTRATIVE FEE</u>.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars ($_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - <u>CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.</u>

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- <u>EXPLOSIVES</u>.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____

(Name of Contractor)

By:_____
Title:_____

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EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

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EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of

negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED</u>

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. <u>NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS</u>.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

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Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 18003369193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

b. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to

ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. <u>INDEMNITY</u>.

A. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

b. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or

strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

c. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

d. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

e. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. <u>MODIFICATION - ENTIRE AGREEMENT</u>.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. <u>ASSIGNMENT - SUBCONTRACTING</u>.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's24974983
Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C
TO
CALTRANS'
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
CALTRANS' Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

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C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by

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endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this

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Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

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- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
(ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and

audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

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EXHIBIT F

UPRR and BNSF Guidelines for Railroad Grade Separation Projects

https://www.up.com/cs/groups/public/documents/up_pdf_nativedocs/pdf_rr_grade_sep_projects.pdf

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CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, AUTHORIZING FILING OF APPLICATION, VERIFYING THAT SUFFICIENT FUNDS WILL BE AVAILABLE, AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING THE CONTRACT FOR CONSTRUCTION OF THE RICE AVENUE/FIFTH STREET GRADE SEPARATION, CPUC NO. 001E-406.25, WILL BE UNDERTAKEN

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Public Utilities Commision for an allocation from the California Grade Separation Program Priority List for an amount not to exceed $5,000,000 for the Rice Avenue/Fifth Street Grade Separation Project; and

WHEREAS, Section 2456 of the Streets and Highways Code of the State of California requires that local agencies requesting allocations for railroad grade separation projects furnish evidence that sufficient funds from the local agency are available, and that all matters prerequisite to awarding the construction contract within a period of two years have been or can be taken care of within that time; and

WHEREAS, On May 3, 2022, the City Council approved sufficient project funding in FY 22-23 and FY 23-24, through the adopted 2022-27 Capital Improvement Program utilizing Local Circulation System Improvement Fees and the Trade Corridor Enhancement Program for the Rice Avenue/Fifth Street Grade Separation, CPUC No. 001E-406.25; and

WHEREAS, the City of Oxnard will obtain all necessary orders from the Public Utilities Commission of the State of California, execute all necessary agreements with Union Pacific Railroad, acquire all necessary rights-of-way or obtain an order of the court granting to Oxnard the immediate possession thereof, and accomplish all other requirements prerequisite to awarding a contract for construction of the overpass structure on Rice Avenue at the Union Pacific railroad tracks, (Public Utilities Crossing No. 001E-406.25) in the City of Oxnard, within a period of two years after the date the California Transportation Commission and the Department of Transportation of the State of California have made an allocation of funds to said construction project.

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

1. The authorization to file an application for a up to a $5,000,000 allocation from the California Grade Separation Program Priority List; and,
2. That sufficient funds for the project costs, were adopted by the City Council on May 3, 2022, through the 2022-27 Capital Improvement Program, page 70, for in FY 22-

23 and FY 23-24, utilizing Local Circulation System Improvement Fees and the Trade Corridor Enhancement Program; and,

3. That the City of Oxnard will obtain all necessary orders from the Public Utilities Commission of the State of California, execute all necessary agreements with Union Pacific Railroad, acquire all necessary rights-of-way or obtain an order of the court granting to Oxnardthe immediate possession thereof, and accomplish all other requirements prerequisite to awarding a contract for construction of the overpass structure on Rice Avenue at the Union Pacific railroad tracks, (Public Utilities Crossing No. 001E-406.25) in the City of Oxnard, within a period of two years after the date the California Transportation Commission and the Department of Transportation of the State of California have made an allocation of funds to said construction project; and,
4. That the City of Oxnard intends to award the contract for the construction of said overpass structure on Rice Avenue at the Union Pacific railroad tracks, CPUC No. 001E-406.25, no later than two years after the date that the California Transportation Commission and the Department of Transportation of the State of California have made an allocation of funds to said construction project; and
5. The City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports, grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 5th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

_____
John C. Zaragoza, Mayor

ATTEST:

_____

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

Sixth Amendment to Agreement A-8094 with WKE, Inc. for the Rice Avenue at Fifth Street/State Route 34 Grade Separation

City Council
July 5, 2023

Debbie O'Leary
Transportation Planner, Interim Transportation Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a Sixth Amendment with WKE, Inc. in the amount of $376,898.07, for a new not to exceed contract value of $9,877,855.25 to complete the Plans, Specifications and Estimates for the Rice Avenue at Fifth Street/State Route 34 Grade Separation, Project No. C1301/133101;
2. Approve and authorize the Mayor to execute the Union Pacific Railroad Public Highway Overpass State Agreement No. 07R292, upon receipt from Caltrans; and
3. Adopt a resolution authorizing the City Manager to file an application request to the Department of Transportation for Section 190 Grade Separation Program funds.

BACKGROUND

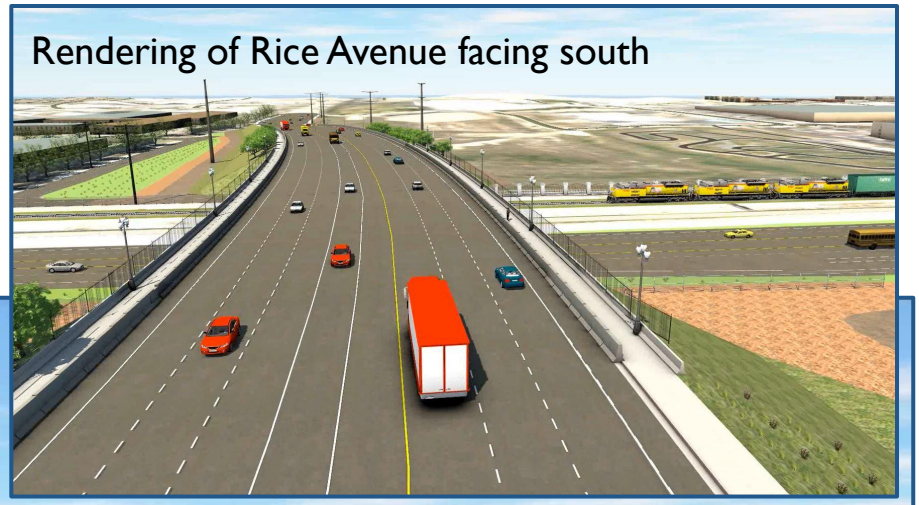
This project will construct a new six-lane bridge bridge over the Railroad tracks and intersection of Rice Avenue, Fifth Street, and State Route 34.

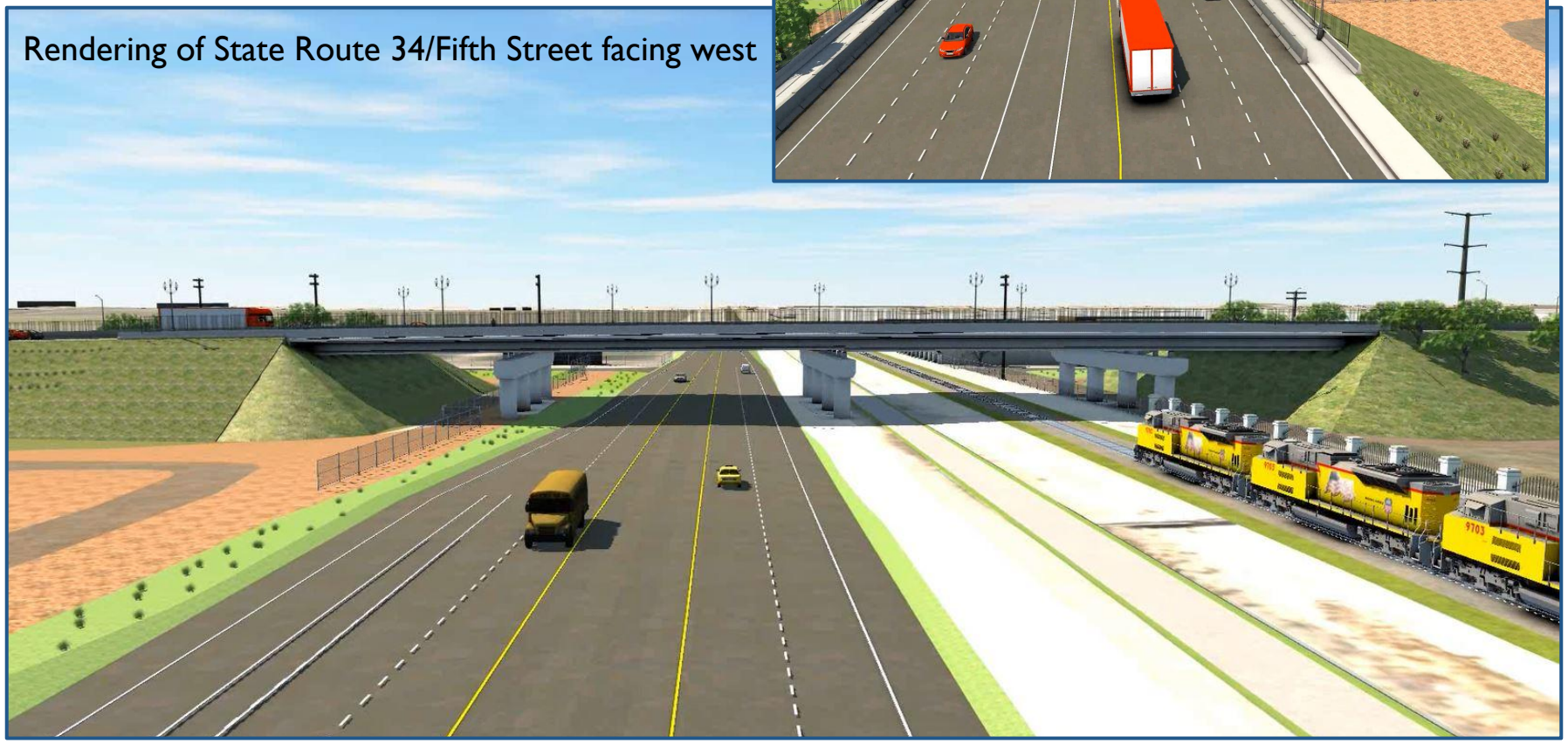
The project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing. The project will also relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

The scope will align Rice Avenue approximately 250-feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The project will also include:

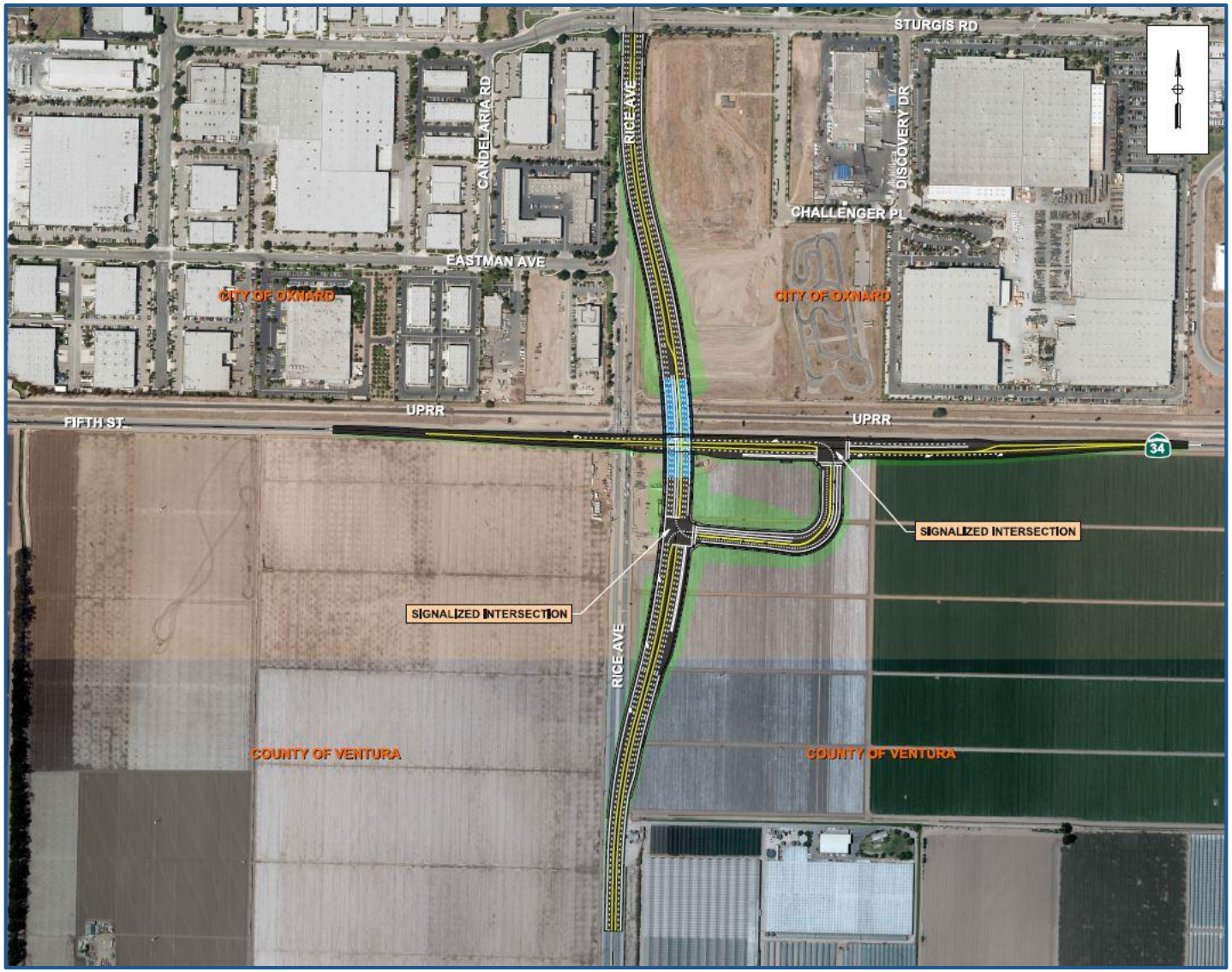
- New bridge structure
- One connector road
- Two new traffic signals and existing traffic signal improvements
- Class II on-street bicycle lanes
- Sidewalks and ADA improvements

BACKGROUND


Rendering of Rice Avenue facing south


Rendering of State Route 34/Fifth Street facing west

BACKGROUND


STURGIS RD
CANDELARIA RD
RICE AVE
DISCOVERY DR
CHALLENGER PL
EASTMAN AVE
CITY OF OXNARD
CITY OF OXNARD
UPRR
UPRR
FIFTH ST
34
SIGNALIZED INTERSECTION
SIGNALIZED INTERSECTION
RICE AVE
COUNTY OF VENTURA
COUNTY OF VENTURA

DISCUSSION - WKE AGREEMENT

WKE, Inc. has been providing design and right of way engineering services for the Project. Below is a timeline and total proposed cost:

2018 - WKE, Inc. Agreement A-8094	$5,362,125
2019 - First Amendment	$ 490,074
2020 - Second Amendment - alignment shift	$3,056,880
2021 - Third Amendment	$ 96,316
2021 - Fourth Amendment - time extension	$ 0
2022 - Fifth Amendment	$ 495,559
2023 - Sixth Amendment - *proposed*	$ 376,898
Total proposed contract:	$9,877,855*

*These costs are paid through the state grant.

DISCUSSION - WKE AGREEMENT

In order to finalize the design and right of way phases and prepare the project to be bid for construction, the following additional work is necessary:

1. Additional appraisal reports for more complex parcel acquisitions
2. Newly acquired oil well design for re-abandonment
3. Hazardous material investigations on newly acquired property
4. Assist with Caltrans' $15m grant application to fund any overages to construction bids
5. Study groundwater discharge capacity into City sewer system, saving construction costs
6. Renew eligibility on Grade Separation Priority List for $5m Section 190 grant
7. Provide design changes if recommended by forthcoming construction management firm
8. Design the removal of material stockpiled on newly acquired property
9. Merge Caltrans and City specifications to prepare the project to be bid for construction

DISCUSSION - DRAFT UPRR AGREEMENT

A Public Highway Overpass Agreement is required between Union Pacific Railroad (UPRR), the City, and Caltrans. Caltrans takes the lead in preparing the agreement and facilitates negotiations. The draft agreement is pending approval with UPRR Corporate in Omaha, Nebraska.

Caltrans is finalizing the cost for acquisition of aerial and temporary construction easements, which will be paid for by the state grant.

Caltrans negotiated a contribution that will be paid from UPRR to the City for closing the existing at-grade crossing. The estimate of $1,291,934 will be payable once the existing crossing is closed.

UPRR provided an estimate of $394,238 for the City's contribution for UPRR's work. UPRR will invoice for this work during the course of construction, which will be paid for by the state grant.

DISCUSSION - RESOLUTION FOR $5M SECTION 190 GRANT

The Project was nominated to receive $5,000,000 through the Caltrans Section 190 Grade Separation Program. This program provides funding for projects included on the Grade Separation Priority List.

A resolution is required to request the funding. It needs to identify that the construction contract can be awarded within two-years after the allocation is granted and that sufficient funding will be available over the course of the Project.

The resolution will meet these requirements, noting that City Council identified necessary funding through the adopted 2022-27 CIP (on page 70 of the CIP Book).

DISCUSSION - SCHEDULE

Estimated Project Schedule:

Summer 2023	Caltrans approves the 100% Plans, Specifications, and Estimates
Fall 2023	Caltrans certifies that Right of Way is complete
Winter 2023	City requests construction funding from the California Transportation Commission (CTC)
Winter 2023	City advertises for bids
Spring 2024	City Council awards the construction contract
Summer 2024	Construction begins
Spring 2027	Construction is complete

FINANCIAL IMPACT

- Total cost for this Amendment to Agreement A-8094 with WKE, Inc. is an additional $376,898.07for a total agreement value of $9,877,855.25.

- There are sufficient budget appropriations to fund this Amendment, which will be fully funded from the Trade Corridor Enhancement Program Grant Fund (189), in the Rice Avenue at Fifth Street/State Route 34 Grade Separation, Project No. C1301/133101

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.3

DATE: July 5, 2023

TO: City Council

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

SUBJECT: Third Amendment to Professional Services Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the execution of a Third Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from $1,212,473 to $1,349,868 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/CmXQKkspRA4

BACKGROUND

On March 16, 2021, the City Council approved Agreement A-8294 with Brown and Caldwell, in the amount of $843,344, for design services for the Primary Clarifiers and Activated Sludge Tanks Improvement Project. The initial scope of work included:

- Develop a clear and concise preliminary design report (PDR) outlining seismic requirements, odor control, improved access and site safety, new mechanical equipment, pipework and appurtenances, treatment process efficiency, and effluent water quality.
- Provide a complete set of design drawings, specifications, and bid documents that incorporate the results of the PDR.
- Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.
- Provide bid and construction phase services and support.
- Develop record drawings representing the final installation.

On January 18, 2022, the City Council approved the First Amendment to Agreement A-8294 with Brown and Caldwell, in the amount of $330,069, for additional design services for the Primary Clarifiers and Activated Sludge Tanks Improvement Project. The amended scope of work included:

- Full rehabilitation and structural reinforcement for the primary clarifiers, including replacement of underground pipework
- Increased odor control efforts
- Decommissioning and eventual demolition of the bio-towers
- Additional mechanical/structural design and remediation for the activated sludge tanks

- Construction phase services associated with treatment process changes

On December 6, 2022, the City Council approved the Second Amendment to this same Agreement in the amount of $39,060, for additional design services for the Primary Clarifiers and Activated Sludge Tanks Improvement Project. The amended scope of work included:

- Prepare additional drawings and technical specifications to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, which will be in the existing building in the center of the Primary Clarifiers.

Capital Improvement Program (CIP) Reference:

Project No. **C1814** (186607) - Primary Clarifiers and Activated Sludge Tanks Improvement Project - CIP 2021-2026 - Adopted May 18, 2021 – Pages 161.

DISCUSSION

On March 8, 2023, an OWTP operator noticed deteriorated asphalt above the effluent pipe for Primary Clarifier No. 1. The pipe was exposed, revealing a break in the top of the pipe. Upon further inspection, it was discovered that the pipe was not fully submerged and hydrogen sulfide (H2S) had deteriorated the top of the pipe between the second and third primary effluent weir boxes. Since the pipe was not pressurized no primary effluent spilled from the pipe and the clarifier was taken out of service without further incident. Operators piloted different flow scenarios to determine if four weir boxes were required on each clarifier. It was determined that each clarifier could operate with only two weir boxes. The pipework inspection also revealed that pipework and equipment within the existing building were still hydraulically connected despite changes to the process in the 1990s.

The Primary Clarifiers and Activated Sludge Basins Improvement Project design was complete. However, it was determined that the design should be modified to eliminate two weir boxes at each clarifier, modify the primary effluent pipework, eliminate pipework that is no longer required and susceptible to H2S corrosion, and fully disconnect and demolish the equipment within the building. In an effort to provide holistic improvements to the primary effluent process additional rehabilitation of the primary clarifier building has been included with removal of the pumps and mechanical equipment. Brown and Caldwell provided a proposal for the additional work. The proposal was reviewed by the Wastewater Division Manager and the Supervising Civil Engineer.

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 amount of this Third Amendment to Agreement A-8294 with Brown and Caldwell shall not exceed $137,395 with a new not to exceed contract amount of $1,349,868 for professional design services. The Primary Clarifiers and Activated Sludge Basins Improvement Project No. C1814 has available appropriations of approximately $2,457,000 from the Wastewater Bond Fund (617) to fund this agreement.

For Finance Use Only: Wastewater Bond Fund (Org. 6171001 Obj. 59800) / Wastewater CIP Fund (Org. 6123610 Obj. 53200) Project C1814

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 budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. A-8294 Third Amendment
2. A-8294 Original, First, and Second Amendments
3. Presentation

Agreement No. A-8294

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July 5, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Brown and Caldwell ("Consultant"). This Third Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant. The Agreement previously has been amended on January 18, 2022, by a First Amendment, and on December 7, 2022, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the total agreement amount is hereby amended to state: " $1,349,868."

2. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Services Exhibit May 2023. The Scope of Services Exhibit is hereby disincorporated; instead, the Scope of Services Exhibit May 2023 Exhibit is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

BROWN AND CALDWELL

Michael V. Puccio, Vice President Date

Adam Zacheis, Senior Client Services Manager[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

● For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
● For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
● For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Scope of Services Exhibit – May 2023

This work includes the design, specifications, and bid documents for the Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Basins Improvement Project (Project).

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated

according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for both the activated sludge basins and the primary clarifiers, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation and control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, condition assessments, and design drawings currently in development to further understand the existing conditions. The City has several past reports completed by different consultants regarding the condition and proposed improvements of the activated sludge basins and the primary clarifiers. The Consultant will be provided with copies of these reports for review and possible acceptance, understanding that the PDR developed as part of this project shall comply with current seismic code and be stamped by a professional engineer accepting responsibility for its contents. In addition the Consultant shall interview Operation's Staff on how each process is currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Primary Clarifiers
   A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporated seismic retrofitting, concrete and reinforcement repair, crack repair, material design, types and strengths, coating requirements, and anchoring. Access, including outlet box, stairways, bridges, ladders, grating, and walkways shall be included as part of the structural design. The design shall include roof replacement, structural improvements, and paint for the Primary Clarifier Building.
   B. Mechanical Design: The mechanical design shall include, but not be limited to primary effluent pipework, sludge and scum pipework, isolating valves, odor control, sludge scraper/skimmers, scraper frame, scraper drive mechanism, primary sludge pumps, and primary scum ejector pumps. The launders, launder supports, and bridges 2 & 4 were replaced in May 2020 and must be protected in place as part of this design, unless replacement is required where weir boxes are eliminated.
   C. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider available power, location of power source, and controllers. The Consultant shall provide a single-line diagram as part of the 30% submittal.
2. Activated Sludge Basins
   A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and

reinforcement repair, material design, types and strengths, coating requirements, and anchoring.

B. Process Design: Complete initial process design utilizing operational requirements. Initial process design shall include major design parameters including biological loading analysis, water quality requirements, and the future demolition of the bio-towers. The Consultant shall provide associated process flow diagrams and process and instrumentation diagrams. The Consultant shall model three options for aerobic and anaerobic zones within the Activated Sludge Basins.

C. Mechanical Design: Mechanical design criteria shall be developed based on the process requirements and existing hydraulic conditions. The mechanical design shall include, but not be limited to, isolating valves and gates, aeration piping, suitability of existing blowers, aeration control valves, metering/control devices, diffusers (type, manufacturer, and quantity), analyzers and sensors.

D. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider lighting, control valves, sensors, available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

E. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the new SCADA design and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and other control expectations/requirements.

3. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path.
4. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.
5. Proposed Construction Sequencing: The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule. Factors to consider include, but are not limited to, the ability to continuous operation of the activated sludge basins and primary clarifiers.

Deliverable

The PDR shall be organized with separate sections for the primary clarifiers and activated sludge basins. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 3: Permitting

The Consultant shall develop a Permit Plan for the project. The Permit Plan will identify all permits required for the design and construction. The Permit Plan shall include, at a minimum, the following:

1. Coastal Development Permit.
2. Ventura County Air Pollution Control District.
3. The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc). The Consultant shall be responsible for all public notices, mailings and filing fees. For budgetary purposes, Consultant shall include $30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees.

Task 4: 50% Design Services

The Consultant shall create a design, equivalent to the 50% design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this subtask, the bulk of the preliminary design work shall be completed. The Consultant shall produce the following 50% design deliverables:

1. Title Sheet
   - Vicinity and location maps with contacts
   - Table of Contents
   - Drawing index ,general notes, symbols, abbreviations, and legends
   - Standard Details
2. Demolition:
   - Site Plan
   - Removal Plans
   - Details
   - Protection Requirements
   - Asbestos and Harmful Materials Testing
3. Structural
   - Structural Plans and Sections
   - Concrete Repair and Rehabilitation
   - Reinforcing Details
   - Full Section Cuts
   - Material Specifications

- Connection and Anchoring Details
- Elevations

4. Process Design
   - Full process diagrams
   - Instrumentation diagrams
5. Mechanical Design
   - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
   - Equipment layout plans
   - Blowers
   - Piping plans and elevations
   - Pipe support details
   - Diffusers
   - Primary sludge pumps
   - Primary scum ejector pumps
   - Odor control
   - Weir covers
   - Materials specifications
   - Equipment specifications
   - Coating specifications
6. Electrical Design
   - Preliminary electrical loading and demands
   - Preliminary electrical equipment layout plans
   - Electrical single line diagram
   - Preliminary cable and conduit schedule
   - Panel schedule
7. Specifications
   - Preliminary technical specification with draft text in all sections

8. Construction Cost Estimate
   - The Consultant shall prepare an estimate of probable construction cost for the 50% design package. The cost estimate shall be transmitted along with the 50% design package.

Deliverable

50% design package shall include three (3) hardcopies of 22’ x 34” plans and specifications along with electronic versions.

Task 5: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:
   - Demolition plans and details
   - Structural drawings and details
   - Mechanical drawings and details
   - Electrical drawings (equipment, instrumentation) and details
   - Instrumentation and control drawings
   - Complete Specifications
   - Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:
   - Production of final engineering drawings
   - Production of final engineering specifications
   - The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package.

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.

3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 7: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three 3 hours. The Consultant shall budget for a twelve month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three 3 hours for the first review. The Consultant shall budget for 25% of all submittals will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 16, 2021

(2) Consultant: Brown and Caldwell

(3) Services: Design and Documentation for Primary Clarifiers and Activated Sludge Basins Improvement Project.

(4) Schedule of Services: The services must be completed within 730 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: March 15, 2023

(6) Total Agreement Amount: $843,344

(7) City's Project Manager: Timothy Beaman, Project Manager

(8) Consultant's Project Manager: Adam Zacheis, Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

1000 Wilshire Boulevard, Suite 1690

Los Angeles, CA 90017
Attn: Adam Zacheis, Project Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor

Oxnard, CA 93033
Attn: Timothy Beaman, Project Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

azacheis@brwncald.com

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

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

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)

COUNCIL APPROVED
3/16/2021 JI
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

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

written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

3-16-21

☒ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Agent

☐ Buyer

ATTEST:

R. Chaparro 3/16/21

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

APPROVED AS TO FORM:

for 3-1-21

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

BROWN AND CALDWELL

March 10, 2021

Michael V. Puccio,[2] Vice President Date

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 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; 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.

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 3-1-21 Date

BROWN AND CALDWELL

Michael V. Puccio, [2] Vice President Date

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

SCOPE OF SERVICES EXHIBIT

This work includes the design, specifications, and bid documents for the Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Basins Improvement Project (Project). A duration of eight (8) months is expected for the project's completion.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.

2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.

3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight (8) meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.

4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be updated within two (2) weeks of the kickoff meeting.

5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.

6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall

include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for both the activated sludge basins and the primary clarifiers, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation and control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, condition assessments, and design drawings currently in development to further understand the existing conditions. The City has several past reports completed by different consultants regarding the condition and proposed improvements of the activated sludge basins and the primary clarifiers. The Consultant will be provided with copies of these reports for review and possible acceptance, understanding that the PDR developed as part of this project shall comply with current seismic code and be stamped by a professional engineer accepting responsibility for its contents. In addition the Consultant shall interview Operation's Staff on how each process is currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Primary Clarifiers

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporated seismic retrofitting, concrete and reinforcement repair, crack repair, material design, types and strengths, coating requirements, and anchoring. Access, including outlet box, stairways, bridges, ladders, grating, and walkways shall be included as part of the structural design.

B. Mechanical Design: The mechanical design shall include, but not be limited to, isolating valves, odor control, sludge scraper/skimmers, scraper frame, scraper drive mechanism, primary sludge pumps, and primary scum ejector pumps. The launders, launder supports, and bridges 2 & 4 were replaced in May 2020 and must be protected in place as part of this design.

C. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

2. Activated Sludge Basins

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, material design, types and strengths, coating requirements, and anchoring.

B. Process Design: Complete initial process design utilizing operational requirements. Initial process design shall include major design parameters including biological loading analysis, water quality requirements, and the future demolition of the bio-towers. The Consultant shall provide associated process flow diagrams and process and instrumentation diagrams.

C. Mechanical Design: Mechanical design criteria shall be developed based on the process requirements and existing hydraulic conditions. The mechanical design shall include, but not be limited to, isolating valves and gates, aeration piping, suitability of existing blowers, aeration control valves, metering/control devices, diffusers (type, manufacturer, and quantity), analyzers and sensors.

D. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider lighting, control valves, sensors, available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

E. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the new SCADA design and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and other control expectations/requirements.

3. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path.

4. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.

5. Proposed Construction Sequencing: The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule. Factors to consider include, but are not limited to, the ability to continuous operation of the activated sludge basins and primary clarifiers.

Deliverable

The PDR shall be organized with separate sections for the primary clarifiers and activated sludge basins. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word

version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 3: Permitting

The Consultant shall develop a Permit Plan for the project. The Permit Plan will identify all permits required for the design and construction. The Permit Plan shall include, at a minimum, the following:

1. Coastal Development Permit.
2. Ventura County Air Pollution Control District.
3. The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc). The Consultant shall be responsible for all public notices, mailings and filing fees. For budgetary purposes, Consultant shall include $30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees.

Task 4: 50% Design Services

The Consultant shall create a design, equivalent to the 50% design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this subtask, the bulk of the preliminary design work shall be completed. The Consultant shall produce the following 50% design deliverables:

1. Title Sheet
- Vicinity and location maps with contacts
- Table of Contents
- Drawing index ,general notes, symbols, abbreviations, and legends
- Standard Details

2. Demolition:
- Site Plan
- Removal Plans
- Details
- Protection Requirements
- Asbestos and Harmful Materials Testing

3. Structural
- Structural Plans and Sections
- Concrete Repair and Rehabilitation
- Reinforcing Details

- Full Section Cuts
- Material Specifications
- Connection and Anchoring Details
- Elevations

4. Process Design

- Full process diagrams
- Instrumentation diagrams

5. Mechanical Design

- Mechanical plans including coordination with structural, electrical, and instrumentation & controls
- Equipment layout plans
- Blowers
- Piping plans and elevations
- Pipe support details
- Diffusers
- Primary sludge pumps
- Primary scum ejector pumps
- Odor control
- Weir covers
- Materials specifications
- Equipment specifications
- Coating specifications

6. Electrical Design

- Preliminary electrical loading and demands
- Preliminary electrical equipment layout plans
- Electrical single line diagram
- Preliminary cable and conduit schedule
- Panel schedule

7. Specifications

- Preliminary technical specification with draft text in all sections

8. Construction Cost Estimate

- The Consultant shall prepare an estimate of probable construction cost for the 50% design package. The cost estimate shall be transmitted along with the 50% design package.

Deliverable
50% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 5: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Demolition plans and details
- Structural drawings and details
- Mechanical drawings and details
- Electrical drawings (equipment, instrumentation) and details
- Instrumentation and control drawings
- Complete Specifications
- Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

- Production of final engineering drawings
- Production of final engineering specifications
- The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.

3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 7: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.

2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three 3 hours. The Consultant shall budget for a twelve month duration for the construction phase.

3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three (3) hours for the first review. The Consultant shall budget for 25% of all submittals and will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.

4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three (3) change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.

5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

RATES AND COSTS EXHIBIT

Staff Name	Classification/Title	Rates
Adam Zacheis	**Managing Engineer**	$299.52
Rion Merlo	**Executive Engineer**	$284.50
David May	**Executive Engineer**	$278.83
Christopher Kindle	**Managing Engineer**	$244.08
William Agster	**Supervising Construction Engineer**	$242.20
Eric Falken	**Managing Engineer**	$224.26
Melvin Ridley	**Supervising Engineer**	$211.92
Daniel Goodburn	**Supervising Construction Engineer**	$205.42
Nick Cilic	**Supervising Engineer**	$196.63
Hannah Ford	**Senior Engineer**	$191.10
David Shroyer	**Principal Construction Engineer**	$189.31
Seppi Henneman	**Supervising Engineer**	$171.31
Tarek Gadd	**Senior Engineer**	$172.73
Alex Rivas	**Supervising Designer**	$167.64
Cheryl Dilks	**Senior Engineer**	$129.98
Christopher Resop	**Principal Designer**	$122.04
Emma Surio	**Project Analyst III**	$113.78
Windsor Lee	**Engineer II**	$104.90
Ryan Mangosong	**Engineer II**	$95.52
Kathleen Yoshida	**Word Processor IV**	$86.44
Accountant II		$86.44

Phase	Phase Description	Total BC Labor Hours	Total BC Labor Effort	Total ODCs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
100	**Program Management**	322	76,014	950	42,600	43,550	44,828	120,842
200	**Data Gathering, Site Visit and PDR**	590	109,770	3,500	75,600	79,100	81,368	191,138
300	**Pemitting**	18	3,198	0	30,000	30,000	30,900	34,098
400	**50% Design Services**	606	108,957	1,500	64,410	65,910	67,842	176,800
500	**Final Design Services**	688	122,800	3,000	80,110	83,110	85,513	208,313
600	**Bid Phase Services**	62	12,786	1,700	14,380	16,080	16,511	29,297
700	**Construction Phase Services**	194	37,391	1,350	42,830	44,180	45,465	82,856
	GRAND TOTAL	2,480	470,917	12,000	349,930	361,930	372,428	843,344

Hours and Dollars are rounded to nearest whole number.

ts

		Project Manager	Senior Engineer	Senior Engineer II	Project Engineer	Project Engineer II	Principal Engineer	Principal Engineer II	Mechanical Engineer	Mechanical Engineer II	Structural Engineer	Civil/Geotech Engineer	Civil/Geotech Engineer II	Electrical Engineer	Electrical Engineer II	Admin Assistant	Admin Assistant II	Admin Assistant III	Cost Estimator	Cost Estimator II	Cost Estimator III	Cost Estimator IV	Cost Estimator V	Total Labor Hours	Total Labor Effort	Total ODCs	GHD (Subconsultant) Cost	Comotion Probe (Subconsultant) Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		$273.07	$113.78	$86.44	$299.52	$284.50	$171.31	$191.10	$196.63	$95.52	$224.26	$129.98	$104.90	$244.08	$211.92	$167.64	$172.73	$122.04	$242.20	$205.42	$189.31	$278.83										
100	**Program Management**	82	20	0	12	10	0	0	14	0	4	60	0	0	0	0	0	0	0	0	0	120	**322**	**76,014**	**950**	42,600	0	**42,600**	43,550	44,828	**120,842**
101	Project Management	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**8**	2,185	0	8,240	0	**8,240**	8,240	8,487	**10,672**
102	Project Kickoff meeting	6	0	0	4	6	0	0	6	0	0	8	0	0	0	0	0	0	0	0	0	0	**30**	6,763	150	5,800	0	**5,800**	5,950	6,124	**12,887**
103	Progress Meetings	32	0	0	8	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	**80**	16,333	800	19,200	0	**19,200**	20,000	20,576	**36,909**
104	Project Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**8**	2,185	0	0	0	**0**	0	0	**2,185**
105	Project Communication	8	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	**20**	3,744	0	0	0	**0**	0	0	**3,744**
106	Project Coordination	8	0	0	0	4	0	0	8	0	4	0	0	0	0	0	0	0	0	0	0	0	**24**	5,793	0	0	0	**0**	0	0	**5,793**
107	QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	**120**	33,460	0	9,360	0	**9,360**	9,360	9,641	**43,100**
108	Monthly Invoicing	12	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**32**	5,552	0	0	0	**0**	0	0	**5,552**
200	**Data Gathering, Site Visit and PDR**	36	0	8	0	20	60	16	42	40	90	18	32	28	28	64	40	24	4	24	16	0	**590**	**109,770**	**3,500**	71,600	4,000	**75,600**	79,100	81,368	**191,138**
201	Activated Sludge Basins	8	0	8	0	20	60	16	20	40	80	12	24	24	24	64	40	24	4	24	16	0	**508**	92,113	3,500	2,580	2,000	**4,580**	8,080	8,217	**100,330**
202	Primary Clarifiers	8	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	**20**	4,544	0	59,600	2,000	**61,600**	61,600	63,448	**67,992**
203	Preliminary Construction Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**8**	2,185	0	2,510	0	**2,510**	2,510	2,585	**4,770**
204	List of Drawings and Spefications	2	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	**6**	966	0	3,370	0	**3,370**	3,370	3,471	**4,437**
205	Proposed Construction Sequencing	4	0	0	0	0	0	0	4	0	4	0	4	4	4	0	0	0	0	0	0	0	**24**	5,019	0	2,250	0	**2,250**	2,250	2,318	**7,337**
206	PDR Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	0	**24**	4,944	0	1,290	0	**1,290**	1,290	1,329	**6,272**
300	**Pemitting**	6	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	**18**	**3,198**	**0**	30,000	0	**30,000**	30,000	30,900	**34,098**
301	Permit Plan	4	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	**12**	2,132	0	30,000	0	**30,000**	30,000	30,900	**33,032**
302	CEQA Documentaion	2	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	**6**	1,066	0	0	0	**0**	0	0	**1,066**
400	**50% Design Services**	14	0	24	0	0	0	0	28	52	84	14	40	82	44	80	76	24	4	24	16	0	**606**	**108,957**	**1,500**	63,610	800	**64,410**	65,910	67,842	**176,800**
401	Drawings	4	0	0	0	0	0	0	12	32	60	8	32	60	24	80	60	24	0	0	0	0	**396**	70,795	1,500	39,450	0	**39,450**	40,950	42,134	**112,929**
402	Specifications	2	0	24	0	0	0	0	8	20	18	0	8	20	20	0	16	0	0	0	0	0	**136**	22,863	0	17,550	800	**18,350**	18,350	18,901	**41,764**
403	Construction Cost Estimate	2	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	4	24	16	0	**50**	10,355	0	5,320	0	**5,320**	5,320	5,480	**15,835**
404	50% Design Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	0	**24**	4,944	0	1,290	0	**1,290**	1,290	1,329	**6,272**
500	**Final Design Services**	20	0	36	0	0	0	0	28	72	86	12	60	98	60	56	64	24	8	40	24	0	**688**	**122,800**	**3,000**	78,510	1,600	**80,110**	83,110	85,513	**208,313**
501	90% Design - Drawings	4	0	0	0	0	0	0	8	24	40	4	24	40	16	40	32	16	0	0	0	0	**248**	44,305	1,500	34,600	0	**34,600**	36,100	37,138	**81,443**
502	90% Design - Specifications	2	0	24	0	0	0	0	8	20	16	0	8	24	20	0	16	0	0	0	0	0	**138**	23,391	0	0	800	**800**	800	824	**24,215**
503	90% Design - Construction Cost Est	2	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	4	24	16	0	**50**	10,355	0	13,250	0	**13,250**	13,250	13,648	**24,003**
504	90% Design Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	0	**24**	4,944	0	1,290	0	**1,290**	1,290	1,329	**6,272**
505	Final Design - Drawings	4	0	0	0	0	0	0	2	16	16	2	16	16	8	16	16	8	0	0	0	0	**120**	20,563	1,500	21,140	0	**21,140**	22,640	23,274	**43,837**
506	Final Design - Specifications	2	0	12	0	0	0	0	2	12	8	0	12	16	16	0	0	0	0	0	0	0	**80**	13,472	0	0	800	**800**	800	824	**14,296**
507	Final Design - Const Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	16	8	0	**28**	5,770	0	8,230	0	**8,230**	8,230	8,477	**14,247**
600	**Bid Phase Services**	10	0	0	0	0	0	0	8	0	8	4	0	8	8	8	4	4	0	0	0	0	**62**	**12,786**	**1,700**	14,380	0	**14,380**	16,080	16,511	**29,297**
601	Respond to Bidder Questions	4	0	0	0	0	0	0	4	0	4	0	0	4	4	0	0	0	0	0	0	0	**20**	4,600	0	3,780	0	**3,780**	3,780	3,893	**8,493**
602	Pre-Bid Meeting	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**4**	1,092	200	4,160	0	**4,160**	4,360	4,485	**5,577**
603	Conformed Documents	2	0	0	0	0	0	0	4	0	4	4	0	4	4	8	4	4	0	0	0	0	**38**	7,094	1,500	6,440	0	**6,440**	7,940	8,133	**15,227**
700	**Construction Phase Services**	54	0	0	0	0	0	0	4	18	18	0	28	10	18	16	16	12	0	0	0	0	**194**	**37,391**	**1,350**	42,030	800	**42,830**	44,180	45,465	**82,856**
701	Preconstruction Meeting	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**4**	1,092	150	2,690	0	**2,690**	2,840	2,921	**4,013**
702	Progress Meetings	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**36**	9,830	1,200	7,280	0	**7,280**	8,480	8,698	**18,529**
703	Submittal Review	4	0	0	0	0	0	0	2	8	10	0	0	2	10	0	8	0	0	0	0	0	**44**	8,481	0	15,000	800	**15,800**	15,800	16,274	**24,755**
704	Change Order Review	4	0	0	0	0	0	0	2	6	4	0	0	4	4	0	0	0	0	0	0	0	**24**	4,780	0	1,280	0	**1,280**	1,280	1,318	**6,098**
705	Project Closeout	4	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	**28**	3,610	0	7,540	0	**7,540**	7,540	7,766	**11,376**
706	Record Drawings	2	0	0	0	0	0	0	0	4	4	0	4	4	4	16	8	12	0	0	0	0	**58**	9,597	0	8,240	0	**8,240**	8,240	8,487	**18,085**
	GRAND TOTAL	**222**	**20**	**68**	**12**	**30**	**60**	**16**	**124**	**182**	**290**	**120**	**160**	**226**	**158**	**224**	**200**	**88**	**16**	**88**	**56**	**120**	**2,480**	**470,917**	**12,000**	**342,730**	**7,200**	**349,930**	**361,930**	**372,428**	**843,344**

Hours and Dollars are rounded to nearest whole number.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

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

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

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

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

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

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

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

12/17

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A

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** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ with an _____ Aggregate of $ ffffff applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
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 _____

Agreement No. A-8294

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of January, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Brown and Caldwell ("Consultant"). This First Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 7 of the Cover Page of the Agreement is hereby amended to "$1,173,413".

2. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services as of January 18, 2022, Exhibit. The Scope of Services as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.

3. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Costs as of January 18, 2022 Exhibit. The Rates and Costs as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.

4. The following Section 38 Iran Contracting Act Certification shall be added to the Agreement.

"In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury."

5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
01-18-2022 N2
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

1/18/22

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

1/18/22

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

12-21-21

Stephen M. Fischer, City Attorney (always required) Date

BROWN AND CALDWELL

12/17/2021

Michael V. Puccio, Vice President[2] Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES AS OF JANUARY 18, 2022 EXHIBIT

Task 1: Program Management

Most Project Management activities are covered as part of the original contract. Brown and Caldwell will perform additional project management associated with the work as part of the First Amendment, including:

- Management of efforts of the Project Team including representatives from the City of Oxnard (City).
- Four additional progress meetings including preparation of meeting agendas and meeting minutes.
- Update project schedule to incorporate Amendment No. 1 tasks. Coordination with the City PM on revisions to the project and construction schedule.
- Project communication and coordination for all of the services related to the Amendment, including but not limited to coordination of meetings, site visits and communication between City staff and design team staff, including sub consultants.
- Additional QA/QC efforts associated with the expanded scope identified herein.

Task 2: Data Gathering, Site Visits and Preliminary Design Report

Brown and Caldwell will perform the following additional work as part of this Amendment:

- A life cycle analysis to determine the best diffuser selection for the OWTP. The analysis will evaluate up to four (4) different diffuser manufacturers/styles. The life cycle cost analysis will be completed on a 30-year cycle. It is assumed that the City will provide information such as the aver-age power cost expected over the next 30 years, and any incentive/rebate information that may be available for installing energy efficient equipment. The life cycle analysis will incorporate the following:
    - Factors that are monetized:
        - Capital Cost
        - Energy Cost
        - Maintenance/Replacement frequencies and costs
        - Total life cycle cost
    - Factors that are included but not monetized:
        - Blower compatibility
        - Vendor competition
        - Ease of parts replacement
        - Confirmed installation history
    - Diffuser types to be evaluated:
        - Sanitaire EPDM membrane
        - EDI Nanopore Mini Panel
        - EDI Nanopore 9" Disc Diffuser
        - OTT Magnum Flexsil Tube Diffuser
        - Aerostrip Panels
- A short TM (up to 10 pages) will be developed documenting the results. It is assumed that the results will be presented to the City in a virtual 1-hour workshop. It is assumed that three staff from Brown and Cadlwell are present at the virtual workshop. The

purpose of the workshop is to confirm the recommended diffuser and decide on a bidding method (i.e. competitively bid multiple vendors or to sole source). All results will be based on the PDR BioWin outputs which will be transmitted to the various vendors. The vendors will provide airflow and pressure loss calculations for BC's review and incorporation into this analysis.

- Process modeling of the AST's evaluating parallel mode vs serpentine mode, including the integration of anaerobic selector zones. Results to be incorporated into the PDR.
- Optimization evaluation of the existing CEPT system based on recent water quality data. Results to be incorporated into the PDR.
- Analyze alternatives for splitting flow evenly into the AST's using hydraulic modeling methods and recommend the most-suitable alternative considering feasibility, effectiveness and high-level cost. Primary clarifier effluent and RAS discharge will be considered in the evaluation. A comparison of alternatives using the hydraulic model will be incorporated into the PDR.
- Mechanical, structural, electrical and instrumentation design elements associated with the conversion of the existing AST's from fully aerobic to operation with anaerobic zones as recommended by process modeling. The modifications relating to anaerobic control zones include but are not limited to baffle walls, mixers, and demolition of existing equipment. Results to be incorporated into the PDR.
- Miscellaneous mechanical items at the ASTs including replacement of the 3W water lines and valves at the ASTs (3 hose connections per tank) along with foam spray piping and nozzles. Replacement of existing AST drain valves (mud valves) at each AST.
- Mechanical and structural design elements associated with the recommended hydraulic (flow splitting) improvements throughout the aeration basins, including the primary clarifier effluent flow and RAS discharge into the AST's. Capacity impacts to existing interstage and RAS pump stations will be included in the evaluation. However, pump modifications are not included. Results to be incorporated into the PDR.

Task 4 – 50% Design Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Preparation of 50% level drawings including additional general, structural, mechanical, electrical and instrumentation drawings pertaining to the ASTs and primary clarifiers to reflect the scope items herein and the improvements provided within the PDR.
- Additional specifications to be included as part of the 50% design package to incorporate the improvements provided in the PDR.

Task 5 – Final Design Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Preparation of 90% and Final Design drawings including additional general, structural, mechanical, electrical and instrumentation drawings pertaining to the ASTs and primary clarifiers to reflect the recommended improvements.
- Additional specifications to be included as part of the 90% and Final Design packages to incorporate the recommended improvements.

Task 6 - Bid Phase Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Responses to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period.
- Incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 8 – GHD Amendment

GHD Inc. (CONSULTANT) will perform the following additional work as part of the First Amendment.

Subtask 8.1 - Additional structural analysis and design

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.1.1 – Structural Evaluation and Analysis - Exiting structures
Additional CONSULTANT effort relating to analysis of the primary clarifiers includes the following:

– Structural analysis of the existing clarifiers main structural system based on available record information, information from previous tests performed and reports, and methods presented in ASCE 7-16 and the 2019 California Building Code.
– Summary of the structural analysis findings and proposed clarifiers' retrofit/rehabilitation design will be included in final PDR submittal.
– Clarifiers' retrofit/rehabilitation design will be incorporated in 50% design submittal
– Clarifiers' retrofit/rehabilitation design will be incorporated in final design submittal

Consultant analysis will be summarized in a standalone technical memorandum, and included with the 50 percent complete design, and will serve as the basis for the design.

Subtask 8.1.2 – Structural design - proposed improvements
GHD Inc. will complete additional structural design for the change in the collection of the primary clarifier scum, prior to conveyance to the thickeners. Design will be included in the updated 30 percent complete design drawings.

Subtask 8.1.3 – Structural evaluation and design update to PDR
Based on the results of Task 8.1.1 and 8.1.2 above, GHD Inc. will update findings and recommendations in the Preliminary Design Report (PDR), related to the structural conditions and rehabilitation.

Subtask 8.1.4 – Addition structural 50% Design
Based on feedback from CITY on 30 percent complete design, GHD Inc. will update and expand on the design of the additional structural elements identified above to a 50 percent level of completion and will include in the 50 percent submittal package.

Subtask 8.1.5 – Addition structural Final Design
Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the design of the additional structural elements identified above and will include in the final design submittal package.

Subtask 8.1.6 – Addition structural Construction Phase Services
GHD Inc. will provide additional construction phase services including shop drawing and material submittal review, general observation, and additions to the record drawings, regarding the additional structural elements as identified above.

Subtask 8.2 – Additional site civil design - Pavement replacement around the primary clarifiers

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.2.1 – Pavement Replacement 50% Design
As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the removal and replacement of the existing pavement around the primary clarifiers to the limits prescribed by CITY. GHD Inc. design will be based on available, previous geotechnical recommendations, or on a replace in kind basis. This design will include an additional plan sheet for pavement, and existing surface feature removal, and/or salvage, and for replacement by detail or specification, and will be included in the 50 percent submittal package.

Subtask 8.2.2 – Pavement Replacement Final Design
Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the pavement replacement design, and will include in the final design submittal package.

Subtask 8.2.3 – Pavement Replacement Bid Support
During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the pavement replacement design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.2.4 – Pavement Replacement Construction Phase Services
GHD Inc. will provide construction phase services related to the pavement replacement, including shop drawing and material submittal review, general observation, and additions to the record drawings.

Subtask 8.3 – Additional design - Scum and primary sludge piping replacement

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Task 8.3.1 – Subgrade piping replacement 50% Design
As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the removal and replacement of the existing scum and primary sludge piping from each clarifier

to the limits of the pavement replacement around the primary clarifiers. GHD Inc. design will be based on available as-built information and excludes potholing and subsurface utility exploration. This design will include up to four additional plan sheets for piping layout and profile and will include trench bedding and backfill requirements by detail or specification and will be included in the 50 percent submittal package.

Subtask 8.3.2 – Subgrade piping replacement Final Design
Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the subgrade piping design, and will include in the final design submittal package.

Subtask 8.3.3 – Subgrade piping replacement Bid Support
During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the subgrade piping replacement design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.3.4 – Subgrade piping replacement Construction Phase Services
GHD Inc. will provide construction phase services related to the subgrade piping replacement, including shop drawing and material submittal review, general observation, and additions to the record drawings.

Subtask 8.4 – Additional design – Odor control alternatives

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.4.1 – Additional odor control improvements 30% design
As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the addition of odor control covers over the launders, and connection to the new odor control system. GHD Inc. design will be based on the implementation of a single, biological odor control system. This design will include up to four additional plan sheets for launder cover design and connections and by detail or specification and will be included in the 30 percent submittal package.

Subtask 8.4.2 – Additional odor control improvements 50% design
Based on feedback from CITY on 30 percent complete design, GHD Inc. will update and expand the additional odor control improvements design to a 50 percent level of completion and will include in the 50 percent submittal package.

Subtask 8.4.3 – Additional odor control improvements Final design
Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the additional odor control improvements design and will include in the final design submittal package.

Subtask 8.4.4 – Additional odor control improvements Bid Support
During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the additional odor control improvements design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.4.5 – Additional odor control improvements Construction Phase Services
GHD Inc. will provide construction phase services related to the additional odor control improvements, including shop drawing and material submittal review, general observation, and additions to the record drawings.

RATES AND COSTS AS OF JANUARY 18, 2022, EXHIBIT

Table 1. Phase Breakdown and Fee Summary			
Phase	Description	Labor Hours	Effort
100	Program Management	223	$49,887
200	Data Gathering, Site Visit and PDR	464	$79,488
400	50% Design Services	252	$42,376
500	Final Design Services	255	$42,973
600	Bid Phase Services	27	$4,656
800	GHD Amendment	625	$110,689
	Amendment No. 1 Subtotal	1,846	$330,069
	Original Contract Subtotal	4,450	$843,344
	Total Fee (including Amendment)	6,296	$1,173,413

Oxnard, City of (CA) – PW-21-17 WWTP Improvements

Phase	Phase Description	Cox, Christopher H	Smith, Emma B	Trujillo, Kathryn S	Gutierrez, Gloria A	Hamilton, Paige M	Hartzberg, Ryan H	Sahni, Eric J	Kinder, Christopher J	Kelly, Kevin H	Ward, Todd K	Albers, Christopher J	Hoorbach, Daniel L	Ray, Chad	Sawyer, Brian K	Vanstaag, Kendall C	Tran, Kylen D	Lim, Brandon M	Kimmel, Brian A	Hollingsworth, Richard N	Total Labor Hours	Total Labor Effort	GHD	Total Expense Effort	Total Effort
		$196.63	$113.78	$86.44	$299.52	$171.31	$95.52	$224.26	$244.08	$211.92	$172.73	$122.04	$205.42	$278.83	$242.96	$197.95	$119.54	$154.67	$278.83	$278.83					
100	**Program Management**	115	4	0	2	20	0	0	2	0	0	0	0	36	0	0	0	0	26	16	223	49,887	0	0	49,887
101	Project Management	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	1,180		0	1,180
102	Project Kickoff meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0
103	Progress Meetings	20	0	0	2	20	0	0	2	0	0	0	0	0	0	0	0	0	2	0	46	9,004		0	9,004
104	Project Schedule	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	787		0	787
105	Project Communication	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	2,360		0	2,360
106	Project Coordination	68	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	13,371		0	13,371
107	QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	36	0	0	0	0	26	16	78	21,749		0	21,749
108	Monthly Invoicing	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	1,438		0	1,438
200	**Data Gathering, Site Visit and PDR**	53	0	6	0	92	33	49	17	19	12	14	6	0	8	8	23	124	0	0	464	79,488	0	0	79,488
201	Activated Sludge Basins	36	0	6	0	92	24	44	16	14	12	14	2	0	8	8	23	24	0	0	323	56,571		0	56,571
202	Primary Clarifiers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0
203	Preliminary Construction Schedule	3	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	5	1,001		0	1,001
204	List of Drawings and Specifications	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	393		0	393
205	Proposed Construction Sequencing	2	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	5	1,016		0	1,016
206	PDR Workshop	0	0	0	0	0	1	1	1	4	0	0	0	0	0	0	0	0	0	0	7	1,412		0	1,412
207	Hydraulic Modeling	10	0	0	0	0	8	4	0	0	0	0	0	0	0	0	0	100	0	0	122	19,095		0	19,095
400	**50% Design Services**	37	0	2	0	8	55	45	19	19	22	16	2	0	0	2	25	0	0	0	252	42,376	0	0	42,376
401	Drawings	27	0	0	0	4	32	32	12	12	17	16	0	0	0	2	25	0	0	0	179	29,973		0	29,973
402	Specifications	8	0	2	0	4	16	12	4	4	5	0	0	0	0	0	0	0	0	0	55	9,338		0	9,338
403	Construction Cost Estimate	2	0	0	0	0	6	0	2	0	0	0	2	0	0	0	0	0	0	0	12	1,865		0	1,865
404	50% Design Workshop	0	0	0	0	0	1	1	1	3	0	0	0	0	0	0	0	0	0	0	6	1,200		0	1,200
500	**Final Design Services**	36	0	3	0	11	51	45	18	21	24	12	4	0	0	7	28	0	0	0	255	42,974	0	0	42,973
501	90% Design - Drawings	10	0	0	0	4	20	20	6	8	10	8	0	0	0	5	16	0	0	0	107	17,813		0	17,813
502	90% Design - Specifications	8	0	2	0	4	10	10	4	6	6	0	0	0	0	0	0	0	0	0	50	8,913		0	8,913
503	90% Design - Construction Cost Est	2	0	0	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	5	900		0	900
504	90% Design Workshop	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	0	0	5	1,104		0	1,104
505	Final Design - Drawings	7	0	0	0	2	10	5	1	4	4	4	0	0	0	2	12	0	0	0	54	8,570		0	8,570
506	Final Design - Specifications	6	0	1	0	1	4	6	1	0	4	0	0	0	0	0	0	0	0	0	23	4,100		0	4,100
507	Final Design - Const Cost Estimate	3	0	0	0	0	6	0	0	0	0	0	2	0	0	0	0	0	0	0	11	1,574		0	1,574
600	**Bid Phase Services**	11	0	0	0	0	6	2	2	2	0	1	0	0	0	1	2	0	0	0	27	4,656	0	0	4,656
601	Respond to Bidder Questions	4	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0	0	0	12	2,338		0	2,338
602	Pre-Bid Meeting	3	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	4	685		0	685
603	Conformed Documents	4	0	0	0	0	3	0	0	0	0	1	0	0	0	1	2	0	0	0	11	1,632		0	1,632
800	**GHD Amendment 1**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107,465	110,689	110,689
701	Task 1 - Structural	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56,010	57,690	57,690
702	Task 2 - Site Civil	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,675	16,145	16,145
703	Task 3 - Scum/Sludge Piping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,440	18,993	18,993
704	Task 4 - Odor Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,340	17,860	17,860
	GRAND TOTAL	252	4	11	2	131	145	141	53	61	58	43	12	36	8	18	78	124	28	16	1,221	219,380	107,465	110,689	330,069

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Original Agreement Amount: $843,344
New Total Agreement Amount: $1,173,413

320 Goddard Way Suite 200
Irvine, California 92618
United States
www.ghd.com

Task 8 - GHD Inc. Fee Estimate

Task 8	Description	Project Director Mark Donovan $285	Project Manager Frederick Tack $210	Structural Lead Francisco Andrade $240	Structural PE TBD $155	Structural QA/QC Samantha Moore $210	Structural Drafter TBD $125	Odor Control Designer Lisa Dietrich $140	Design Drafter Nicholas Gutierrez $125	Field Inspector David Howard $155	Site Civil Steve Tomlinson $195	Estimated Project Total
Subtask 8.1	***Additional structural analysis and design***	***2***	***12***	***132***	***72***	***16***	***24***	***0***	***0***	***24***	***0***	***$58,010***
Subtask 1.1	Structural Evaluation and Analysis - Exiting structures	0	2	60	4	0	0	0	0	0	0	$15,440
Subtask 1.2	Structural design - proposed improvements	0	2	16	4	0	0	0	0	0	0	$4,880
Subtask 1.3	Structural evaluation and design update to PDR	1	2	24	0	8	0	0	0	0	0	$8,145
Subtask 1.4	Addition structural 50% Design	0	2	12	24	4	24	0	0	0	0	$10,860
Subtask 1.5	Addition structural Final Design	1	2	12	24	4	0	0	0	0	0	$8,145
Subtask 1.6	Addition structural Construction Phase Services	0	2	8	16	0	0	0	0	24	0	$8,540
Subtask 8.2	***Additional site civil design - pavement replacement around the primary clarifiers***	***1***	***22***	***0***	***0***	***0***	***0***	***0***	***32***	***16***	***22***	***$15,675***
Subtask 2.1	Pavement Replacement 50% Design	0	8	0	0	0	0	0	16	0	8	$5,240
Subtask 2.2	Pavement Replacement Final Design	1	8	0	0	0	0	0	16	0	8	$5,525
Subtask 2.3	Pavement Replacement Bid Support	0	4	0	0	0	0	0	0	0	4	$1,620
Subtask 2.4	Pavement Replacement Construction Phase Services	0	2	0	0	0	0	0	0	16	2	$3,290
Subtask 8.3	***Additional design - scum and primary sludge piping replacement***	***0***	***20***	***0***	***0***	***0***	***0***	***50***	***48***	***8***	***0***	***$18,440***
Subtask 3.1	Subgrade piping replacement 50% design	0	8	0	0	0	0	24	24	0	0	$6,040
Subtask 3.2	Subgrade piping replacement Final design	0	8	0	0	0	0	16	24	0	0	$6,920
Subtask 3.3	Subgrade piping replacement Bid Support	0	2	0	0	0	0	2	0	0	0	$700
Subtask 3.4	Subgrade piping replacement Construction Phase Servic	0	2	0	0	0	0	8	0	8	0	$2,780
Subtask 8.4	***Additional design - odor control alternatives***	***0***	***10***	***0***	***0***	***0***	***0***	***50***	***56***	***8***	***0***	***$17,340***
Subtask 4.1	Additional odor control improvements 30% design	0	2	0	0	0	0	8	16	0	0	$3,540
Subtask 4.2	Additional odor control improvements 50% design	0	2	0	0	0	0	24	24	0	0	$6,780
Subtask 4.3	Additional odor control improvements Final design	0	2	0	0	0	0	8	16	0	0	$3,540
Subtask 4.4	Additional odor control improvements Bid Support	0	2	0	0	0	0	2	0	0	0	$700
Subtask 4.5	Additional odor control improvements Construction Phas	0	2	0	0	0	0	8	0	8	0	$2,780
	Total Labor Hours	*3*	*64*	*132*	*72*	*16*	*24*	*100*	*136*	*56*	*22*	
	Estimated Project Total	$855	$13,440	$31,680	$11,160	$3,360	$3,000	$14,000	$17,000	$8,680	$4,290	$107,465

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Brown and Caldwell

Federal ID Number (or n/a): 99-1446346

By (Authorized Signature): Michael Puccio

Printed Name & Title of Person Signing: Michael V. Puccio

Date Executed: 12/17/2021

Executed in the County of Los Angeles in the State of California

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed: _____

Executed in the County of _____ in the State of _____

Agreement No. 8294

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of December, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Brown and Caldwell ("Consultant"). This Second Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant. The Agreement previously has been amended on January 18, 2022, by a First Amendment.

City and Consultant agree as follows:

1. The number of calendar days in Section 4 of the Cover Page of the Agreement is hereby amended to "1,195."

2. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2024."

3. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "$1,212,473"

4. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also Scope of Services as of November 9, 2022 Exhibit. Scope of Services as of November 9, 2022 Exhibit, is attached hereto and incorporated herein by this reference.

5. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Cost as of November 9, 2022 Exhibit. The Rates and Costs as of November 9, 2022 Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
12/7/22
M.2 DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

Jennifer Yates 12/13/2022

Jennifer Yates,[1] Date

Purchasing Agent

BROWN AND CALDWELL

11/10/22

Michael V. Puccio, Date
Vice President [2]

11/9/22

Adam Zacheis, Senior Date
Client Services Manager

ATTEST:

R. Chaparro 12/8/22

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

11/22/2022

Stephen M. Fischer, CITY Date
Attorney (always required)

[1] The City Council must authorize any agreement over $200,000 annually. The City Manager may authorize any agreement over $100,000 up to $200,000 annually. The Purchasing Agent may authorize any agreement up to $100,000 annually. All agreements shall be executed by the Purchasing Agent.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES AS OF NOVEMBER 9, 2022

Phase 810 – Primary Clarifiers PLC Design

BC will perform the following additional work as part of this Amendment. Refer to Attachment B for detailed scope.

- Task 1: Project Management – Manage the scope, cost, schedule, resources, quality process, and stakeholder engagement. This task also includes ongoing management and regular coordination efforts by the Project Manager.
- Task 2: Clarifier PLC Design – Prepare additional drawings and technical specifications to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, which will be in the existing building at the clarifiers.

Assumptions

This scope of work assumes the following:

- City is responsible for providing all required test results and as-builts of work completed for inclusion by Engineer for preparation of record documents.
- City will provide requested information by Engineer if available. Electronic format is preferred.
- City will provide Engineer access to the project site upon request

RATES AND COST AS OF NOVEMBER 2, 2022 EXHIBIT

Oxnard, City of (CA) – PW-21-17 WWTP Improvements

Phase	Phase Description	Cilia, Frederick N	Tieman, William H	Total Labor Hours	Total Labor Effort	Total ODCs	GHD	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		PM									
		$196.63	$194.10								
810	**Primary Clarifiers PLC Design**	16	8	**24**	**4,699**	**0**	33,360	**33,360**	**33,360**	**34,361**	**39,060**
001	Project Management	16	0	**16**	3,146	**0**	**3,360**	**3,360**	**3,360**	**3,461**	**6,607**
002	Clarifier PLC Design	0	8	**8**	1,553	**0**	**30,000**	**30,000**	**30,000**	**30,900**	**32,453**
	GRAND TOTAL	**16**	**8**	**24**	**4,699**	**0**	**33,360**	**33,360**	**33,360**	**34,361**	**39,060**

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Attachment B

320 Goddard Way, Suite 200
Irvine, California, 92618
United States
www.ghd.com

Our ref: 11227105

August 08, 2022

Brown and Caldwell
Attention: Nick Cilic
451 A Street
Suite 1500
San Diego, CA 92101
Re: Proposal for additional Professional Services for Oxnard OWTP Primary Clarifiers and Activated Sludge Basins Improvement Project #PW-21-17 Change Order 02

Dear Mr. Cilic:

Thank you for the opportunity to continue to provide professional services as a subconsultant to support the engineering planning and design of the improvements relating to the primary clarifiers and permitting for the City of Oxnard (CITY) project referenced above, at the Oxnard Wastewater Treatment Plant (OWTP), located at 6001 South Perkins Road, Oxnard, CA 93033. GHD Inc. (CONSULTANT) is pleased to offer the following additional scope of work to Brown and Caldwell (CLIENT), as **Change Order 02** for your consideration.

As requested, we submit the following scope of work to design the clarifiers control Panel (PLC) and produce the drawings and specification. The design will be per the City of Oxnard and OWTP requirement and specifications. This design will be incorporated to the GHD portion of the final design.

GHD Inc (ENGINEER) offers the following Scope of Work, attached as **Exhibit A**, for lump sum basis of **$33,360**, described in the attached **Exhibit B**. This offer is subject to the CONSULTANT terms and conditions provided, as to be reviewed and agreed upon by CONSULTANT and is valid for acceptance for a period of 60 days from the date of this offer. Should you have any question or comments regarding this scope and fee proposal, please do not hesitate to contact the undersigned

Should you have any question or comments regarding this scope and fee proposal, please do not hesitate to contact the undersigned.

Sincerely,
GHD

Frederick Tack | A GHD ASSOCIATE
PE (AZ, CO, TX), MS, ENV SP, PACP, M.ASCE
Project Manager
M 602 826 0509 E Frederick.Tack@ghd.com

Abhay Hanamasager
PMP
Business Group Leader
D 949 585 5215 E abhay.hanamsagar@ghd.com

GHD

Address – 320 Goddard Way, Suite 200, Irvine, CA 92618 USA

Exhibit A – Scope of Work

Task 1 – Project management

Task 1.1 – Project management

ENGINEER will manage the scope, cost, schedule, resources, quality process, and stakeholder engagement. This task also includes ongoing management and regular coordination efforts by the Project Manager to manage the subconsultant.

Task 2 – Clarifier PLC design

Task 2.1 – Prepare additional PLC drawings for clarifier

CONSULTANT will prepare additional drawings to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, to be located in the existing building at the clarifiers.

The drawings will be prepared to a final design level of completion and included and amended to the current drawings in progress.

Task 2.2 – Prepare additional PLC specifications for clarifier

CONSULTANT will prepare additional technical specifications to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, to be located in the existing building at the clarifiers.

The specifications will be prepared to a final design level of completion and included and amended to the current technical specifications in progress.

Assumptions and Exclusions

ENGINEER assumed or excluded the following for the provision of the professional services as outlined below, as part of the Scope of Work and Fee.

1. CLIENT is responsible for all regulatory permit, application, or review fees. Not ENGINEER.
2. CLIENT is responsible for providing all required test result, and as-builts of work completed for inclusion by ENGINEER in AOC and for preparation of record documents.
3. CLIENT will provide requested information by ENGINEER if available. Electronic format is preferred.
4. CLIENT will provide ENGINEER access to the project site upon request.

Exhibit B – Fees

	Description	Project Director *F. Tack* $210	Electrical Engineer *M. Marhdi* $210	Design Engineer *T.Abell* $150	Total Hours	Labor Total	Estimated Project Total
Task1	***Project management***	***16***	***0***	***0***	***16***	***$3,360***	***$3,360***
Subtask 1.1	Project management	16	0	0	16	$3,360	$3,360
Task2	***Clarifier PLC Design***	***0***	***50***	***130***	***180***	***$30,000***	***$30,000***
Subtask 2.1	Prepare additional PLC drawings for clarifier	0	25	90	115	$18,750	$18,750
Subtask 2.2	Prepare additional PLC specifications for clarifier	0	25	40	65	$11,250	$11,250
	Total Labor Hours	***16***	***50***	***130***			
	Estimated Project Total	**$3,360**	**$10,500**	**$19,500**	**196**	**$33,360**	**$33,360**

Third Amendment to Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17

City Council
July 5, 2023

Tim Beaman, PE
Supervising Civil Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the execution of a Third Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from $1,212,473 to $1,349,868 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements.

BACKGROUND

- Original scope of work for the design phase included in-kind replacement of mechanical equipment for the Primary Clarifiers and Activated Sludge Tanks at the OWTP, additional odor control, and outlining of required seismic improvements based upon the Integrated Master Plan

- The First Amendment included additional structural analysis of existing structures, additional underground pipework, hydraulic modeling of the treatment process, additional odor control, and pavement repair.

- The Second Amendment included additional input/output for the programmable logic controller (PLC) and supervisory control and data acquisition (SCADA) equipment for the Primary Clarifiers.

DISCUSSION

- On March 8, 2023 an OWTP operator noticed saturated and deteriorated asphalt above the effluent pipe for Primary Clarifier No. 1
- The pipe was exposed, revealing a break in the top of the pipe

DISCUSSION

- Operators piloted different flow scenarios to determine if four weir boxes were required on each clarifier
- It was determined that each clarifier could operate with only two weir boxes

FINANCIAL IMPACT

AGREEMENT A-8243	
Agreement A-8294	$1,173,413
First Amendment	$330,069
Second Amendment	$39,060
Third Amendment	$137,395
Total Project Cost:	**$1,349,868**

The Primary Clarifiers & Activated Sludge Improvements Project is being funded by the Wastewater Capital Fund. The Project has available appropriations of $2.45M for the design phase.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.4

DATE: July 5, 2023

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

(Public Works and Transportation Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/SW1ZtZNdwp8

BACKGROUND

On June 30, 2021, the Public Works Department sent out a Request For Qualifications (RFQ) for Multi-Year On-Call Professional Engineering Services. The RFQ solicited proposals for various professional on-call engineering services that included: Roadway & Structures Engineering, Traffic Engineering, Utility Engineering, Environmental Services, Real Property Services, Surveying, Geotechnical Engineering, Material & Laboratory Testing, Drainage, Hydrology, & Hydraulic Engineering, Landscape Architecture & Park Design, Architectural & Engineering Design, Labor Compliance, and Development Plan Check. These services are required due to the specialized nature of various projects as well as the need to complete the projects within the Capital Improvement Program (CIP) in a timely manner.

AECOM is a multinational engineering consulting firm that specializes in a wide range of services. AECOM has provided professional services for a number of projects including construction phase services for the Hueneme Phase 2 Pipeline, structural and seismic assessments, construction phase services for the OWTP Reliability Project, electrical panel and variable frequency drive design at multiple locations.

DISCUSSION

On March 1, 2022, the City of Oxnard issued professional services agreement A-8415 to AECOM for On-Call Utility Engineering Services. Through this contract the City has received technical expertise and engineering services for various projects including:

- Replacement of recycled water variable frequency drives
- Upgrade of the dissolved air flotation system at the Wastewater Treatment Plant
- Upgrade of the effluent pump station at the Wastewater Treatment Plant
- Design for a clean natural gas facility for the Del Norte Facility

Due to the wide range of services AECOM provides, Agreement A-8415 is now fully encumbered and requires additional funding to maintain progress on a number of projects, including:

- Del Norte Regional Transfer Station and Recycling Center CNG Facility
- Carnegie Art Museum Seismic Evaluation
- Oxnard Performing Arts Center Seismic Evaluation

AECOM has a substantial track record of delivering quality work, particularly in electrical and structural engineering. In some cases AECOM staff have been working with the City of Oxnard for nearly 40 years, bringing historical background and understanding of projects and facilities. Finally, AECOM is responsive to emergency situations, providing solutions for structural and wastewater treatment issues experienced during construction.

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 the Amendment to Agreement A-8415 with AECOM Technical Services, Inc., shall not exceed $1,000,000 for a total new agreement value of $1,500,000 through February 28, 2026. FY2023-24 budget is available across a number of funds including Water and Wastewater Operating Funds and capital projects. Subsequent fiscal years will be requested in the annual budget process.

Estimated Spending Plan				
Department	**FY 23-24**	**FY 24-25**	**FY 25-26**	**TOTAL**
Public Works Various Divisions	$500,000	$250,000	$250,000	$1,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 13, 2023 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. A-8415 Amendment
2. A-8415 Fully Executed
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on March 1, 2022, by City and Consultant.
City and Consultant agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the date is hereby amended to state: " February 28, 2026."

2. In Section 6 of the Cover Page of the Agreement, the total agreement amount is hereby amended to state: " $1,500,000."

3. In the Terms and Conditions section of the Agreement, term 38 is incorporated into the Agreement and shall read as follows:

"38. Iran Contracting Act. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

4. The following is attached hereto and incorporated herein by this reference into the Agreement: Iran Contracting Act Certification Exhibit.

5. The reference to the Cost and Rates Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Cost and Rates Exhibit May 2023. The Cost and Rates Exhibit is hereby disincorporated; instead, the Cost and Rates Exhibit May 2023 Exhibit is attached hereto and incorporated herein by this reference.

6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent [2]

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

AECOM TECHNICAL SERVICES, INC.

Bryan Paine, Vice President Date

Bryan Rash, Asst. Secretary [3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

AECOM
2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES
Effective October 1, 2022

Engineers, Planners, Architects, Scientists:

Technician	$	98.00
Engineer I/ Specialist I	$	120.00
Engineer II/ Specialist II	$	140.00
Engineer III/ Specialist III	$	155.00
Engineer IV	$	165.00
Engineer V	$	185.00
Engineer VI	$	205.00
Engineer VII	$	220.00
Engineer VIII	$	235.00
Project Manager I/ Senior Engineer I	$	240.00
Project Manager II/ Senior Engineer II	$	260.00
Project Manager III/ Senior Engineer III	$	275.00
Project Manager IV/ Senior Engineer IV	$	295.00

Construction Administration Personnel:

Resident Project Representative	$	160.00
Senior Resident Project Representative	$	190.00
Resident Engineer	$	230.00
Construction Services Manager	$	290.00

Technical Support Staff:

Clerical/ General Office	$	98.00
Administrative Specialist	$	120.00
Drafter/ CADD Technician	$	105.00
Assistant CADD Operator	$	130.00
Designer/ CADD Operator	$	145.00
Senior Designer/ Design CADD Operator	$	170.00
Design/ CADD Supervisor	$	190.00

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction	Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to any annual change in fee schedule.

2023 AECOM FEES (Eff 10-1-22).docx

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 1, 2022

(2) Consultant: AECOM Technical Services, Inc.

(3) Services: On-Call Utility Engineering Services

(4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.

(5) Agreement Ending Date: February 28, 2025

(6) Total Agreement Amount: $500,000

(7) City's Project Manager: Tim Beaman

(8) Consultant's Project Manager: Bryan C. Paine, PE

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

AECOM Technical Services, Inc.
Attn: Bryan C. Paine, P.E
300 Esplanade Dr, 9th Floor
Oxnard, CA 93036-1275

FOR CITY:

City of Oxnard
Attn: Tim Beaman, Supervising Civil Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

Bryan.Paine@aecom.com

CITY'S PROJECT MANAGER:

Timothy.Beaman@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-A)

COUNCIL APPROVED
03-01-2022 I5(4)
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services in the same locale.

3. Correction of Errors. Consultant shall correct, at its expense, all errors not meeting the standard of performance, (as defined in Section 2 above), which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall include the sales tax on the invoice to City. City pay for sales taxes properly invoiced.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, , penalties, fines, judgments, costs or expenses, including reimbursement of reasonable attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

In no event shall either party, its parents, affiliates and subsidiaries or their respective directors officers or employees be liable to the other for any indirect, incidental, consequential or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any

Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation

to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in

accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent possible prior to beginning the applicable Services order, and as required by the standard of performance defined in Section 2 above, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

3-1-22

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

AECOM TECHNICAL SERVICES, INC.

January 14, 2022

Bryan Paine, Assoc. Vice President[2] Date

January 14, 2022

Armond Tatevossian , Asst. Secretary Date

ATTEST:

3/1/22

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

2-22-22

Stephen M. Fischer, City Attorney (always required) Date

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[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 <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 – UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
  - Pump stations
  - Pipelines
- Water Treatment
  - Desalter groundwater treatment
- Water Production
  - Wells
  - Blending stations
- Wastewater Collection
  - Gravity sewer lines
  - Manholes
  - Lift Stations
  - Force mains
- Wastewater Treatment
  - Plant hydraulics
  - Odor control
  - Optimization
  - Cogen
- Advanced Water Purification
  - RO membrane treatment
  - Regulatory compliance
  - Distribution
  - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
  - Panels
  - Loading
  - Standby Power
  - Variable frequency drives
- SCADA
  - PLCs
  - EquipmentSpecification

RATES AND COSTS EXHIBIT

AECOM

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective October 1, 2021

Engineers, Planners, Architects, Scientists:

Technician	$95.00 per hour
Engineer I/Specialist I	$110.00 per hour
Engineer II/Specialist II	$125.00 per hour
Engineer III/Specialist III	$140.00 per hour
Engineer IV	$150.00 per hour
Engineer V	$165.00 per hour
Engineer VI	$185.00 per hour
Engineer VII	$200.00 per hour
Engineer VIII	$210.00 per hour
Project Manager I/Senior Engineer I	$225.00 per hour
Project Manager II/Senior Engineer II	$240.00 per hour
Project Manager III/Senior Engineer III	$255.00 per hour
Project Manager IV/Senior Engineer IV	$265.00 per hour
Principal/Principal Engineer	$278.00 per hour

Construction Administration Personnel:

Resident Project Representative	$145.00 per hour
Senior Resident Project Representative	$170.00 per hour
Resident Engineer	$205.00 per hour
Construction Services Manager	$255.00 per hour

Technical Support Staff:

Clerical/General Office	$94.00 per hour
Administrative Specialist	$108.00 per hour
Drafter/CADD Technician	$95.00 per hour
Assistant CADD Operator	$115.00 per hour
Designer/CADD Operator	$128.00 per hour
Senior Designer/Design CADD Operator	$150.00 per hour
Design/CADD Supervisor	$167.00 per hour

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction/Travel	Cost + 15%

Rate schedule will be in effect from October 1, 2021 through February 28, 2023. Any adjustment to future rates, including for additional classifications not identified above will be submitted to the client for approval prior to adjustment.

2022 AECOM RATES (EH 10-1-21)

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above

by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to include City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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._____
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: _____

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SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____

Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ___

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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First Amendment to Professional Services Agreement A-8415 with AECOM Technical Services, Inc. for On-Call Utility Engineering Services

Public Works and Transportation Committee
June 13, 2023

City Council
June 29, 2023

Tim Beaman
Supervising Civil Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with AECOM Technical Services, Inc. (AECOM) to increase the not to exceed amount from $500,000 to $1,500,000 and extend the term to February 28, 2026 for On-Call Utility Engineering Services.

BACKGROUND

June 30, 2021: Public Works Department sent out a Request For Qualifications (RFQ) for Multi-Year On-Call Professional Engineering Services which included:

- Roadway & Structures
- Traffic
- Labor Compliance
- Environmental Services
- Real Property Services
- Survey
- Geotechnical
- Materials Testing
- Water & Wastewater
- Stormwater
- Architecture
- Landscape Architecture
- Development & Plan Check

BACKGROUND

- AECOM has provided professional services for a number of projects including construction phase services for the Hueneme Phase 2 Pipeline, structural and seismic assessments, construction phase services for the OWTP Reliability Project, electrical panel and variable frequency drive design at multiple locations.

DISCUSSION

- AECOM is a multinational engineering consulting firm that specializes in a wide range of services
- Future AECOM projects include:
  - Del Norte Regional Transfer Station and Recycling Center CNG Facility
  - Carnegie Art Museum Seismic Evaluation
  - Oxnard Performing Arts Center Seismic Evaluation

FINANCIAL IMPACT

- Total cost for the Amendment to Agreement A-8415 with AECOM Technical Services, Inc., shall not exceed $1,000,000 for a total new agreement value of $1,500,000 through February 28, 2026

- Costs will be funded using budgeted appropriations from the various divisions within the Public Works Department, primarily tied to Council approved and budgeted Capital Improvement Projects

- Funding for subsequent fiscal years will be requested in the two-year Capital Improvement Program budget process.

Questions?

CITY OF OXNARD CALIFORNIA