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
February 6, 2024
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: 898 1235 4133
3. Passcode: 286883

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 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 — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Flor Martinez v. City of Oxnard; et al.*
Ventura County Superior Court Case No. 202000539143CUPA
Legislative Body: City Council

2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources and Jason Benites, Chief of Police.
Employee organization: Oxnard Peace Officers Association (OPOA)

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 5208 Cypress Road, Oxnard, CA (222-0-042-110)
Agency Negotiator: Emilio Ramirez, Housing Director
Negotiating Party: Darcy Taylor, Habitat for Humanity
Under Negotiation: Price and terms of payment
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 February 2024 as "Black History Month."

2. SUBJECT: Presentation of a Proclamation Designating the Month of February 2024 as "Parent Leadership 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: Severe Storms Emergency Actions.

RECOMMENDATION: That the City Council ratify Director Orders regarding the Severe Storms Local Emergency proclaimed by the Director of Emergency Services on December 27, 2023, and related actions taken pursuant to the Severe Storms Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

1. Cultural & Community Services Department

SUBJECT: Appointment of Two Representatives to the Ventura County Area Agency on Aging A dvisory Council.

RECOMMENDATION: That City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.

This item did not originate in Committee.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

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 January 2, 2024 regular meetings as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805

2. Finance Department
SUBJECT: Accounting and Financial Reporting Risk Assessment Update.
RECOMMENDATION: That the City Council receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05.

(The Finance and Governance Committee approved 3-0 on January 9, 2024, to approve the staff recommendation and to forward the item for Council approval.)

Please click the following link to view the required Measure M pre-recorded presentation video:
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Public Works Department
SUBJECT: Agreement 32400384 with IDS Group, Inc. for Landscape Architecture Services for the Durley Park Improvement Project.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with IDS Group, Inc. in the amount of $691,379 with a term date of February 7, 2024 through January 31, 2026 for Landscape Architecture Services for the Durley Park Improvement Project (C2333).

(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

4. Public Works Department
SUBJECT: Agreements 32400369 and 32400362 for Acquisition of Easements for the Oxnard Boulevard & Saviers Road Signal Improvements Project (No. C1703).
RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute a Right of Way Agreement and Easement Deed (A-8545) for APN 219-0-031-065 to purchase Permanent Sidewalk Easement located at Saviers Road/Bryce Canyon/Thomas

Avenue;
2. Mayor to execute a Right of Way Agreement and Easement Deed (A-8546) for APN 222-0-102-010 to purchase Permanent Sidewalk Easement located at Saviers Road/Pleasant Valley Road; and
3. City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(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

5. Public Works Department
SUBJECT: Professional Services Agreement 32400346 with Huitt-Zollars, Inc. for the 4th Street Mobility Improvements and the Downtown Bus Stop Improvements Projects.
RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Huitt-Zollars, Inc. in the amount of $772,053.47 for architectural and engineering design services for the 4th Street Mobility Improvements Project (C2204) and the Downtown Bus Stop Improvements Project (C2415); and
2. A budget appropriation of $175,834.83 from the available fund balance of the Circulation System Improvement Fees Fund 350 to the Downtown Bus Stop Improvements Project (C2415).

(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

6. City Attorney Department
SUBJECT: Adoption of No-Fault Just Cause Eviction Ordinance.
RECOMMENDATION: That the City Council adopt Ordinance No. 3042 titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 27-4 OF THE OXNARD CITY CODE REGARDING NO-FAULT JUST CAUSE EVICTIONS OCCURRING AS THE RESULT OF A DEMOLITION OR SUBSTANTIAL REMODEL."
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

L. REPORTS

1. City Treasurer
SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending December 29, 2023. (10 minutes)
RECOMMENDATION: That the City Council receive and file the report.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/XFQGJpCsCRU
Legislative Body: City Council
Contact: Phillip Molina, (805) 385-7808

2. Finance Department
SUBJECT: FY 2023-24 Budget Mid-Year Review. (20 minutes)
RECOMMENDATION: That the City Council:

1. Receive an update on the FY 2023-24 revenue and expenditure projections for major funds,
2. Approve budget amendments within the Golf, Development Impact Fees, Contributions Trust and Facilities Maintenance, and related Funds as explained in this report.

Resolution. (This item did not originate in a committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/uhNQBCt2O6s
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. Public Works Department
SUBJECT: Public Project Agreement 32400352 with Toro Enterprises, Inc., for Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project, Specification No. PW 24-11. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $4,592,368 in Project funds for the Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project, Specification No. PW 24-11;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of $3,891,837 for the Project;
3. A Project contingency amount of $389,184 (10%) with Toro Enterprises, Inc. for a total not to exceed value of $4,281,021 for the Project;
4. A Project allocation amount of $311,347 (8%) for engineering, inspection, survey and project management; and
5. A project budget appropriation transfer in the total amount of $4,592,368 from 12 Alleyways Project No. C2111 to Citywide Alley Resurfacing Project No. C2102 within the General Fund (101) for $165,368 and the Measure O Fund (104) for $4,427,000.

(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/2UdjV_3Cu6Y
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Golf Management Agreement. (10 minutes)
RECOMMENDATION: That the City Council authorize staff to enter into negotiations with American Golf Corporation for a new Agreement to manage the River Ridge Golf Club operations.

(The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/69uH3oiNOTs
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: First Amendment to Trade Services Agreement 32300370 with R.A. Atmore & Sons, Inc. for Citywide On-Call Abatement Services. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to a Trade Services Agreement with R.A. Atmore & Sons, Inc. to increase the not to exceed amount from $200,000 to $1,400,000 through June 30, 2025, for citywide on-call abatement services.

(The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

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

6. Community Development Department
SUBJECT: On-Call Consulting Services for Community Development. (10 minutes)
RECOMMENDATION: That the City Council:

1. Approve and authorize the execution of a Second Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by $500,000 for a total agreement amount of $1,750,000; and
2. Approve and authorize the execution of a First Amendment to the Agreement with CSG Consultants, Inc. for on-call contract planning services, increasing the agreement amount by $250,000 for a total agreement amount of $500,000.

(The Community Services, Public Safety, Housing & Development Committee was scheduled to consider this item on 1/9/2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dcZpnas3Z3s
Contact: Jeff Pengilley, (805) 385-8208

7. Housing Department

SUBJECT: Accessibility Remodel Project at Colonia Site. (15 minutes)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Approve and authorize the Housing Director to execute a firm-fixed price contract in the amount of $2,418,020 with MDJ Management (Agreement Number A-8544) using funds from the Housing Authority of the City of Oxnard's Business Activities Fund, for properties located at 1040, 1070-C, 1100-B, 1130 E. Colonia Road; and

2. Authorize the Housing Director to execute the work order(s) for work to be performed.

(This item did not originate in Committee. The project was included in the Housing Authority of the City of Oxnard's Capital Fund Program Five-Year Action Plan which was approved by the Board of Commissioners of the Housing Authority of the City of Oxnard on April 6, 2021.)

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

Legislative Body: City Council and Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

M. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

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

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Appointment of Two Representatives to the Ventura County Area Agency on Aging Advisory Council.

RECOMMENDATION

That City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.

This item did not originate in Committee.

BACKGROUND

The Advisory Council of the Ventura County Area Agency on Aging (VCAAA) is a community-based body of advocates for persons age 60 and over. Members of the Advisory Council represent the Ventura County Board of Supervisors, Service Providers and Focus Populations, and local cities.

The mission of the Advisory Council is to involve the community in creating and sustaining programs that impact senior living and family caregivers. To achieve this goal, members participate in committees, outreach, grantee site visits, task force groups and issues of County concern.

At the January 9, 2024, Senior Services Commission meeting, the Commission voted to recommend Alice Sweetland and Clark Owens to represent the City of Oxnard for a two-year term on the VCAAA's Advisory Council.

It is a requirement of the VCAAA Advisory Council that the recommendation be ratified by the City Council.

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: Julie Estrada, Management Analyst, Renee Rakestraw, Cultural & Community Services Assistant Director

ATTACHMENTS

1. DRAFT Senior Services Commission Minutes 01-09-24

MINUTES
Senior Services Commission
1/9/24

A. ROLL CALL/PLEDGE OF ALLEGIANCE

At 9:07 a.m., a regular meeting was convened in the Oxnard Joslyn Lawn Bowls Clubhouse, 350 N. C Street, Oxnard.

Commissioners present: Linda Calderon, Gloria Massey Chinea , LaRita Montgomery, Alice Sweetland, Naomi Ontiveros, Clark Owens

Commissioners absent: none

Staff members present: Jorge Cruz, Recreation Coordinator; Matthew O'Neill, Recreation Coordinator; Marisue Eastlake, Recreation Supervisor; Pam Morrison, Cultural and Community Services Manager.

Chairperson Alice Sweetland presided and called the meeting to order.

B. APPROVAL OF MINUTES

1. SUBJECT: Minutes of the meeting of November 14, 2024.
   RECOMMENDATION: Approve.
   ACTION: Commissioner Massey Chinea moved for approval of the minutes; Commissioner Montgomery seconded. Motion carried unanimously.

C. PUBLIC COMMENTS
No Comments

D. PRESENTATIONS/REPORTS

1. SUBJECT: Report by Staff on Senior Services Programs and Events
   RECOMMENDATION: That the Senior Services Commission receive and file the report.
   DISCUSSION: Recreation Coordinator Jorge Cruz reported 2,420 home delivered meals and 1,665 congregate meals were served in November while 1,895 home delivered meals and 1,613 congregate meals were served in December. 140 seniors attended the Senior Holiday Celebration. Holiday activities included: Oxnard police officers hosted a special Colonia Senior Center breakfast, providing seniors with a meal and gifts; Palm Vista offered free gift wrapping; a collaboration between Colonia Library, Colonia Senior Center, and Oxnard Housing supported La Posada event; senior participants and commissioners participated in the Christmas Parade; SOC held a tamale-making class; and a senior excursion went to Sinatra and Friends. Upcoming: Cafe Nouveau excursion on January 11 and Getty Villa excursion on January 19. We are hosting

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a Senior Scam Stopper Seminar with Assemblymember Steve Bennet on January 26.
Recreation Coordinator Matt O'Neill reported hosting the annual RSVP Bone Builders holiday party. New Bone Builders Master Trainers are being developed and trained. A TCMBB volunteer recognition is slated for February 8 with new instructor training scheduled for February or March. Walk with RSVP begins its first session this month.
ACTION: Reports were received.

2. SUBJECT: Report by Commissioner Sweetland and Commissioner Owens on Ventura County Area Agency on Aging (VCAAA) Advisory Committee Business
RECOMMENDATION: That the Senior Services Commission receive and file the report.
DISCUSSION: Commissioner Sweetland reviewed general Advisory Council activities. Legacy awards were presented at the last meeting.
ACTION: Report was received.

3. SUBJECT: Ad Hoc Committee Assignments
RECOMMENDATION: That the newest Senior Services Commissioners discuss and choose a 2023 Commission Goals Ad-Hoc Committee on which to serve.
DISCUSSION: Commissioner Calderon was added to the Technology and Monthly Health ad hoc committees in the November meeting. Commissioner Ontiveros would like to be added to the Programming Survey ad hoc committee.
ACTION: Report was received.

4. SUBJECT: Appointment of Two Commissioners to the Ventura County Area Agency on Aging Advisory Council
RECOMMENDATION: That the Senior Services Commissioners recommend to Council two commissioners to sit on the Ventura County Area Agency on Aging Advisory Council.
DISCUSSION: Chair Sweetland and Commissioner Owens currently serve and are willing to continue their service if no other commissioners are willing.
ACTION: Commissioner Montgomery moved to re-appoint Chair Sweetland and Commissioner Owens to continue representing Oxnard on the VCAAA Advisory council. Commissioner Massey Chinea seconded the motion. Motion passed unanimously.

5. SUBJECT: 2024 Senior Services Commission Meeting Calendar
RECOMMENDATION: That the Senior Services Commissioners review and approve the 2024 Commission meeting calendar.
DISCUSSION: Chair Sweetland would like to visit centers for some 2024 meetings. She asked to move the March meeting to SOC and September to Colonia. All other meetings remain at the Oxnard Joslyn Lawn Bowls Clubhouse.

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ACTION: Commissioner Owens moved to approve the calendar with noted changes, Commissioner Massey Chinea seconded the motion. Motion passed unanimously.

6. SUBJECT: Election of Officers for the Senior Services Commission
   RECOMMENDATION: That the Senior Services Commissioners discuss and elect 2024 officers.
   DISCUSSION: Nominations are open for Chair and Vice Chair of the commission.
   ACTION: Commissioner Massey Chinea moved to nominate Alice Sweetland as Chair and LaRita Montgomery as Vice Chair. Commissioner Calderon seconded the motion. Motion passed unanimously.

E. AD-HOC COMMITTEE REPORTS

1. SUBJECT: Ad-Hoc Committee Reports on 2024 Commission Goals
   RECOMMENDATION: That Senior Services Commission receive and discuss ad-hoc committee reports on carrying-out Commission goals.
   DISCUSSION: Matt O'Neill reported the program evaluation surveys are completed. They can be accessed via QR code, but printed surveys will be provided for each center as needed. Commissioner Massey Chinea gave a presentation on Senior Planet and the OATS program, which provides free technology training for seniors.
   ACTION: Report was received.

F. REPORT OF THE COMMISSION SECRETARY

Marisue Eastlake reported a Senior Nutrition van for transporting home-delivered meals should arrive soon. SOC flooded during the storms in December; sandbags are now in place to avoid future flooding. Seniors in Motion added two new activities: yoga and "Coffee with a Conversation."

G. COMMISSIONER COMMENTS

Commissioner Calderon suggested SOC sidewalks should be more accessible and easier to navigate for older or disabled patrons. She inquired about providing food or meal services at SOC. Chair Sweetland discussed adding tray favors to the Oxnard meal program and shared information on a program that brings dogs to senior centers.

H. ITEMS FOR FUTURE CONSIDERATION

Agendize continuing ad hoc committee goals from 2023 into 2024. Change title of the walking program to Walk with RSVP for future items. Additional signage for the Wilson Senior Center and better accessibility to centers.

I. ADJOURNMENT

At 11:11 a.m Commissioner Owens moved and Commissioner Massey Chinea seconded adjournment. The motion passed unanimously.

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Marisue Eastlake, Secretary Alice Sweetland, Chairperson

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: February 6, 2024

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 January 2, 2024 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: Dee Lai, Assistant City Clerk, Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 01 02 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 2, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:15 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. Rose Chaparro, City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela Zavala, Mayor Pro Tem Bryan A. MacDonald and Mayor John C. Zaragoza were present.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Community Development Commission Successor Agency.

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

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Ignacio Ixta, Jr. v. County of Ventura, et al.*
U.S District Court, California Central District Court Case No. 2:22-CV-02468
Legislative Body: City Council

At 5:18 p.m., the City Council recessed into a closed session. At 6:02 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney, announced that no reportable actions resulted from the closed session for item C.1.

D. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 15, 2024 as "Dr. Martin Luther King, Jr. Day."

Mayor Zaragoza read the Proclamation and presented it to LaRita Montgomery and the Martin Luther King, Jr. Committee of Ventura County. Ms. Montgomery and members of the committee joined the Council on the dais to accept the Proclamation and spoke briefly.

2. SUBJECT: Presentation of a Proclamation Designating January 13, 2024 as "Soroptimist STOP Human Trafficking Awareness Day."

Mayor Zaragoza read the Proclamation and presented it to Debbie Gohlke, Tori Rocco and Gail Rocco from the Soroptimist International of Oxnard. Debbie Gohlke, Tori Rocco and Gail Rocco joined the Council on the dais to accept the Proclamation and said a few words.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Len Shulman (Carnegie Building).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Attorney Department
SUBJECT: Ratification of Severe Storms Emergency Proclamation
RECOMMENDATION: That the City Council adopt **Resolution No. 15,758** ratifying the Proclamation of the Director of Emergency Services of the City of Oxnard Proclaiming the Existence of a Local Emergency.

Alex Nguyen, City Manager and Stephen Fischer, City Attorney were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

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

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

The members of the Council provided brief announcements regarding their various activities.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K.5 were reviewed and discussed among the Council and staff.

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of December 5, 2023, regular meetings as presented.

2. City Manager Department
SUBJECT: Ninth Annual Recognized Obligation Payment Schedule 2024-25.
RECOMMENDATION: That the Community Development Commission Successor Agency adopt **CDCSA Resolution No. 44** approving the Ninth Annual Recognized Obligation Payment Schedule (ROPS) 24-25 covering the period of July 1, 2024 - June 30, 2025.
(This item did not originate in Committee.)

3. Finance Department
SUBJECT: First Amendment to External Auditor Agreement A-8223
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by $20,000, for a total amended not-to-exceed amount over 5 years of $1,095,100 for FY 2022-23 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.
(The Finance and Governance Committee approved 3-0 on December 12, 2023.)

4. Public Works Department
SUBJECT: Agreement 32400249 with Amrep Manufacturing Company, LLC for Maintenance, Inspection and Repair of Amrep Refuse Collection Vehicles.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Amrep Manufacturing Company, LLC for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $750,000 for the maintenance, inspection and repair of the City's Amrep waste collection fleet on an on-call/as-needed basis.
(Public Works and Transportation Committee approved 3-0 on December 12, 2023.)

5. Public Works Department
SUBJECT: First Amendment to Trade Services Agreement A-8263 with UniFirst Corporation for Multi Divisional Uniform Rental, Purchase, and Laundry Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with UniFirst Corporation for uniform rental, purchase, and laundry services for multi-divisions; extending the term for nine months from January 31, 2024 to October 31, 2024 and increasing the contract total by $100,000 for a new contract total not to exceed $770,000.
(Public Works and Transportation Committee approved 3-0 on December 12, 2023.)

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

L. PUBLIC HEARINGS

1. Community Development Department
SUBJECT: Subdivision of a 4.16-acre lot into 25 lots for condominium purposes, located at 1400 Graves Avenue and 2301 Santiago Court (APN: 214-0-031-025). Filed by Garry Collett, California Commercial Investment Companies, 4530 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362. (20 minutes)
RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(k) (Existing Facilities); and,
3. Adopt **Resolution No. 15,759** approving Planning and Zoning Permit No. 22-300-03 for a

Tentative Subdivision Map (Tentative Tract Map No. 6062), subject to certain findings and conditions.

(This item did not originate in Committee.)

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

There were no Ex Parte Communications regarding this item from any of the Councilmembers.

Joe Pearson II, AICP, Planning and Environmental Services Manager, posted a Measure M video presentation regarding this item and was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comment was received from Garry Collett and Eric Zentner.

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

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

M. REPORTS (None.)

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:05 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: February 6, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Accounting and Financial Reporting Risk Assessment Update.

RECOMMENDATION

That the City Council receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05.

(The Finance and Governance Committee approved 3-0 on January 9, 2024, to approve the staff recommendation and to forward the item for Council approval.)

Please click the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

The City's annual audit for Fiscal Year (FY) 2014-15 produced 111 single-audit findings. One finding identified that risk assessments need to be performed. The finding specified two types: (i) risk assessment related to accounting and financial reporting, and (ii) fraud management risk assessment.

In response to the finding, on June 27, 2017, the City engaged Price Paige as Internal Auditors to complete a fraud risk assessment and to monitor operation of controls in high priority areas. These detailed reviews by external consultants were supplemented by the work of new and better trained staff across the City who identified and remediated additional issues that affected operating, reporting, and compliance objectives. In December 2021, the City completed the adoption of eight Internal Control Integrated Framework (ICIF) policies (see links attached) that are aimed at strengthening and improving the organization's overall control and operating environment. Financial Policy (FPOL) 1.05 City Council's Risk Assessment Responsibilities established that the City Council ensures that risk assessments are performed. In September and November 2021, the Finance and Governance Committee received training from the City's Independent Auditor, Eadie + Payne, in internal controls, compliance, and risk management.

During the past year, staff facilitated revisions to financial policies and procedures, integrated training on the revised policies and procedures into the implementation of the City's new ERP system, and created the framework and the plan for a targeted risk assessment for FY 22-23. The targeted risk assessment is designed to focus on maintaining existing internal controls, including those controls that were put into place as a result of previous audit findings. The FY 22-23 targeted risk assessment focused on the following areas: Purchasing, Accounts Receivable / General Billing for Miscellaneous Revenues, General Ledger, and Accounts Payable. Areas that were originally planned for completion as part of the FY 22-23 targeted risk assessment (Grants, Capital Assets, Vendor Master Maintenance and Purchasing Cards) were postponed due to the ERP learning curve, system stabilization and prioritization of other internal control priorities and will instead be the focus of the FY 23-24 targeted risk assessment.

The plan is to conduct a Targeted Risk Assessment for FY 23-24 to ensure limited internal control resources are focused on higher risk areas. In future years, staff will consider expanding to a more comprehensive risk assessment to cover all City processes.

FY 22-23 preliminary targeted risk assessment results

The implementation of the new ERP system, Tyler Munis, has enhanced the City's internal controls over financial reporting. The automatic routing of Purchasing, Accounts Payable, General Ledger, and Miscellaneous Accounts Receivable transactions for the appropriate level of authorization, review, approval, and verification replacing manual processes for approval is one such internal control enhancement.

Additionally, internal controls put into place as a result of a previous audit finding were embedded into the system, where appropriate. For example, prior audit finding 2015-098 required the Purchasing Department to maintain procedures to ensure that the spreadsheet containing the list of approved contracts is complete. With the implementation of the ERP system, maintaining a spreadsheet is not required, as a list of all approved contracts is an ERP generated report.

Establishing effective internal controls is a continuous process, which should follow the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework for designing and managing internal controls. The Committee of Sponsoring Organizations of the Treadway Commission (COSO) created this framework for designing and managing internal controls. In 2014, the federal government updated the Uniform Guidance to require non-federal entities to establish and maintain effective internal control over federal awards, which should be in compliance with COSO. In 2015, the California State Controller developed internal control guidelines applicable to local governments that recommend using COSO's Internal Control Framework.

The City's system of internal controls has been evaluated using the COSO framework. The five components of COSO internal control are: control environment, risk assessment, control activities, information and communication, and monitoring activities. The preliminary results of the targeted risk assessment are communicated according to their respective COSO component. Below are both the internal control enhancements and improvement opportunities that have been addressed or will be addressed in the future. Noted improvement opportunities did not constitute control failures; the exposures found are minor in extent and nature or other compensating controls exist. These preliminary results are pending discussion with City Management.

1. Control Environment The control environment is the set of standards, processes and structures that provide the basis for carrying out internal control and sets the tone across the organization. City processes are in a stabilization period post ERP implementation and policies and procedures continue to be updated to reflect process changes.

2. Risk Assessment The risk assessment allows management to identify the need for control and monitoring activities, improvements to the flow of information and communication or the need for changes to the control environment. Risk assessments were prepared for each of the targeted risk assessment areas: Purchasing, Accounts Receivable for Miscellaneous Revenues / General Billing, General Ledger, and Accounts Payable to ensure that risks are managed and mitigated.

3. Control Activities Control activities are actions established through policies and procedures (or through embedded controls) that help ensure that management's directives to mitigate risk (as documented in the Risk Assessment) are carried out.

The ERP system has the following internal controls embedded into the system.

- Segregation of duties – system workflow separates the responsibilities for authorizing transactions and processing transactions replacing the manual control of individuals, ensuring that they aren't the only authorizer and approver or that the transaction is processed by people without conflicting responsibilities
- Reviews and approvals – system workflow automation ensures secondary reviews and supervisory approvals that transactions have been properly authorized, accurately recorded, and correctly reflect the events that have occurred replacing the manual control of people routing reviews and approvals appropriately via a paper-based process and approvals being captured on paper
- Adequate, accurate and readily available documents and records – electronic management of transaction documents ensures that documents are centrally stored (single source of truth), accessible across the City (increased transparency), and retained for the appropriate timeframe

Below are the internal controls embedded into the system for the specific processes.

Purchasing –

- ERP workflow captures approvals of requisitions

- ERP checks budget when entering a purchase requisition or contract
- ERP limits purchasing transactions to pre-approved vendors

Accounts Receivable for Miscellaneous Revenues/General Billing –

- ERP ensures pricing and application of payment to correct miscellaneous receivable general ledger by utilizing AR chargecodes that are created in the system

General Ledger –

- ERP workflow captures approvals of journal entries
- ERP limits users to general ledger accounts within their organizational unit

Accounts Payable –

- ERP workflow captures approvals of vendor invoices
- ERP limits transactions to pre-approved vendors, with the exception of one-time vendors which require periodic manual review

4. Information and Communication

Information and communication is the continual iterative process of providing, sharing and obtaining necessary information to meet accounting and disclosure requirements under governmental accounting standards.

- ERP user quick guides that also incorporate relevant control activities are readily available to all ERP users
- ERP users completed ERP training prior to go-live, and new users are expected to complete "On Demand" trainings post go-live
- Results of Targeted Risk Assessment or Monitoring Activities will be communicated to improve process efficiency and effectiveness

5. Monitoring Activities

Monitoring activities are the continuous evaluation of each of the COSO components to ensure they are functioning effectively, including the COSO monitoring activities component, to assess the execution and quality of established control activities. Below are highlights of the monitoring activities that were performed as part of this review.

Accounts Payable –

- Evaluated the correctness of general ledger expense accounts used for invoice payments –
  - ERP limits payments from general ledger accounts that have available budget
  - Instances of invoices paid from incorrect expense accounts. While the general ledger account used contained available budget, the incorrect general ledger account was used.
    - These identified instances have been resolved
- Evaluated that payments are authorized as evidenced by proper review and approval –
  - ERP records who views supporting documentation attachments and when they view such attachments
  - ERP did not require CFO review of large payments (identified by the City as single payments greater than $500k to one vendor). While system workflow ensures secondary reviews, and supervisory approvals of invoices and CFO approval is required of the full list of payments (check run), the workflow did not include CFO review and approval of large payments. ERP workflow has been adjusted to require CFO approval of large payments.

Purchasing –

- Evaluated that purchases of goods or services are authorized as evidenced by proper review and approval. ERP workflow captures approvals of requisitions.

Accounts Receivable/General Billing for Miscellaneous Revenues –

- Evaluated correctness of general ledger revenue accounts used for recording miscellaneous revenues. ERP utilizes AR charge codes, which simplifies application of payment to correct receivable general ledger and ensures accurate pricing.
- Evaluated timeliness of bill generation for miscellaneous revenues, meaning instances of bills not generated within 30 days of the service provided. This improvement opportunity will be resolved by communicating the results of the Targeted Risk Assessment with the appropriate parties.
- Evaluated timeliness of referral to collections, meaning instances of receivables not being referred to collections timely. This improvement opportunity will be resolved by communicating the results of the Targeted Risk Assessment with the appropriate parties.

General Ledger –

- Evaluated that journal entries are authorized as evidenced by proper review and approval.
    - ERP workflow captures approvals of journal entries.
    - ERP limits users to general ledger accounts within their organizational unit.
- Processes for account reconciliations are in a stabilization period post-ERP implementation. ERP users are gaining familiarity with ERP reporting tools and ad hoc queries to efficiently access financial data stored in the ERP.

Ongoing monitoring activities need to be formalized and documented, separate from this evaluation of the system of internal controls. Monitoring activities should be designed to provide a sense of whether the internal controls are functioning effectively.

The results of monitoring activities above will be communicated to the appropriate parties after these preliminary results are discussed with City Management.

FY 23-24 targeted risk assessment

Staff anticipates reporting on the status of the FY 23-24 targeted risk assessment in the fall of 2024 during the City's annual Risk Assessment Update.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on January 9, 2024, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

1. Internal Control Integrated Framework (ICIF) Policies

LINKS - Internal Control Integrated Framework (ICIF) policies

1. FPOL 1.01 Adoption of Internal Control Integrated Framework
2. FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
3. FPOL 1.03 Internal Control - Finance and Governance Committee Duties and Responsibilities
4. FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives
5. FPOL 1.05 City Council's Risk Assessment Responsibilities
6. FPOL 1.06 Development and Implementation of Internal Controls
7. FPOL 1.07 Commitment to Transparent and Complete Information and Communication
8. FPOL 1.08 Creation of a Monitoring System

CITY OF OXNARD CALIFORNIA	City of Oxnard Finance Policy		
TITLE Adoption of Internal Control – Integrated Framework			PAGE 1 of 5
NUMBER FPOL 1.01	VERSION 1.0	DOCUMENT OWNER Christine Williams	EFFECTIVE DATE 9/1/2020
PROCEDURE OWNER Christine Williams	TITLE Sr. Mgr, Internal Controls	(Signature) C. Williams	DATE 7/14/2020

1.0 POLICY STATEMENT

The City Council adopts the Internal Control – Integrated Framework (ICIF) and includes in this policy the 17 internal control principles of the Committee of Sponsoring Organizations (COSO). The use of recognized national and state internal control standards and practices shall be expected of all City officials.

The ICIF shall serve as the underpinning of all the City of Oxnard's internal control policies and implementation guidelines and activities. The City Manager is directed to use the ICIF and 17 COSO principles when creating policies and implementing internal controls whenever it is feasible, effective and efficient.

2.0 SCOPE

The policy covers all of the City of Oxnard's internal control activities as it relates to the development and implementation of internal controls. It applies to all City officials. The principles that follow have been adapted to the City of Oxnard environment.

3.0 BACKGROUND

3.1.1. The City of Oxnard needs an overarching and unifying framework for its internal controls. The California State Controller's Office (SCO) issued *Internal Control – Guidelines for Local Government Agencies* in 2015 to improve local governments' ability to reach their goals by maintaining strong internal controls. The Federal Office of Management and Budget (OMB), through its Uniform Guidance (2 CFR 200) required federal grantees to implement effective internal controls in the first fiscal year following the December 2014 effective date of the regulations. For the City of Oxnard this was the fiscal year ending June 30, 2016.

Other recognized sources for developing and maintaining the ICIF include the *Green Book* of United States Government Accountability Office (GAO), the Statements of Auditing Standards (SAS) of the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA), the California Committee on Municipal Accounting (CCMA), the Generally Accepted Government Auditing Standards (GAGAS, *Yellow Book*) of the GAO and best practices suggested by the Government Finance Officers Association (GFOA).

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework (ICIF)	A system of internal controls designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance.
Committee of Sponsoring Organizations (COSO)	A joint initiative of the five private sector organizations (American Accounting Association, American Institute of Certified Public Accountants, Financial Executives International, Institute of Management Accountants, and the Institute of Internal Auditors) and is dedicated to providing thought leadership through the development of frameworks and guidance on enterprise risk management, internal control and fraud deterrence.
California State Controller's Office (SCO)	Accountability and disbursement of the State of California's financial resources.
Federal Office of Management and Budget (OMB)	An agency of the federal government that evaluates, formulates, and coordinates management procedures and program objectives within and among departments and agencies of the Executive Branch.
Uniform Guidance (2 CFR 200)	An authoritative set of rules and requirements for Federal awards.
City Officials	Managers of the organization at all levels.

5.0 INTERNAL CONTROL OBJECTIVES

The ICIF provides for three categories of objectives, allowing City leaders to focus on different aspects of internal control. Objectives within each category are established by the City Manager to achieve City Council goals.

5.1.1 **Operations Objectives.** These pertain to effectiveness and efficiency of the City's operations including operational and financial performance goals and safeguarding assets against loss.

5.1.2 **Reporting Objectives.** These pertain to internal and external financial and non-financial reporting and may encompass reliability, timeliness, transparency, or other objectives set forth by regulators, recognized standard-setters or City Council policies.

5.1.3 **Compliance Objectives**. These pertain to adherence to state and federal laws and regulations and to City Code provisions or City Council policies.

5.2 ICIF Components to Achieve Internal Control Objectives

The ICIF is based on five components that are intended to work together to provide reasonable assurance that the operational, reporting and compliance objectives may be achieved. The five components are:

5.2.1.1 Control Environment. Based on ethical conduct, competence and accountability, this is the foundation for an internal control system. It provides the support and structure to help the City achieve its objectives.

5.2.1.2 Risk Assessment. Identifies and analyzes the risks facing the City as it seeks to achieve its objectives. This assessment provides the basis for prioritizing and developing appropriate internal controls to eliminate or reduce risks.

5.2.1.3 Control Activities. This component represents the actions management establishes through policies and procedures to achieve objectives and respond to risks in the internal control system, which includes the City's information systems.

5.2.1.4 Information and Communication. These are the processes that produce relevant, quality information that managers and staff use to support the internal control system.

5.2.1.5 Monitoring. These are the processes managers establish and operate to assess the execution and quality of internal control activities over time and to promptly resolve the findings of audits and other reviews.

6.0 INTERNAL CONTROL PRINCIPLES

There are 17 principles within the five components of the ICIF. The principles that follow have been adapted to the City of Oxnard environment. The term "City officials" refers to managers of the organization at all levels.

Components of Internal Control Systems	Principle
A. Control Environment	1. City officials demonstrate a commitment to integrity and ethical values.
	2. The City Council demonstrates independence from management and exercises oversight of the development and performance of internal control.
	3. City management establishes, with Council oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.
	4. City officials demonstrate a commitment to attract, develop, and retain competent individuals in alignment with objectives.
	5. City officials hold individual(s) accountable for their internal control responsibilities in the pursuit of City of Oxnard objectives.
B. Risk Assessment	6. City officials specify objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.
	7. City officials identify risks to the achievement of objectives across the entity and analyze risks as a basis for determining how the risks should be managed.
	8. City officials consider the potential for fraud in assessing risks in achieving objectives.
	9. City officials identify and assess changes that could significantly impact the systems of internal control.
C. Control Activities	10. City officials select and develop control activities that contribute to the mitigation of risks in achieving objectives to acceptable levels.
	11. City officials select and develop general control activities over technology to support the achievement of objectives.
	12. City officials deploy control activities through policies that establish what is expected and procedures that put policies in place.
D. Information and Communication	13. City officials obtain or generate and use relevant, quality information to support the functioning of internal control.
	14. City officials internally communicate information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.
	15. City officials communicate with external parties regarding matters affecting the functioning of internal control.

E. Monitoring Activities	16. City officials select, develop, and perform ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.
	17. City officials evaluate and communicate internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including Senior Manager of Internal Controls, senior management, Finance and Governance Committee, and the City Council, as appropriate.

7.0 ROLES AND RESPONSBILITIES

Refer to FPOL 1.02 Adoption of Internal Control Oversight Responsibilities

8.0 RELATED CITY OF OXNARD REFERENCES

FPOL 1.02	Adoption of Internal Control Oversight Responsibilities
FPOL 1.03	Internal Control – Finance Committee Duties and Responsibilities
FPOL 1.04	Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

9.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY OF OXNARD CALIFORNIA	City of Oxnard Finance Policy		
TITLE Adoption of Internal Control Oversight Responsibilities			PAGE 1 of 2
NUMBER FPOL 1.02	VERSION 1.0	DOCUMENT OWNER Christine Williams	EFFECTIVE DATE 9/1/2020
PROCEDURE OWNER Christine Williams	TITLE Sr. Mgr, Internal Controls	(Signature) C. Williams	DATE 7/14/2020

1.0 POLICY STATEMENT

The City Council shall identify and accept its oversight responsibilities in the development and performance of internal control. This includes the following:

a. Ensuring that City Council appointees have the skills, knowledge, and experience necessary for their job duties and responsibilities;
b. Applying objectivity in evaluating information and when making decisions;
c. Ensuring the completion of periodic risk assessments; and
d. Following up on completion of actions to address audit findings.

2.0 SCOPE

The policy applies to the City of Oxnard organization and benefits the City of Oxnard community by creating a control environment based on ethical practices, competency and compliance with laws, regulations and policies.

3.0 BACKGROUND

3.1.1. The City Council performs a critical oversight responsibility on behalf of the Oxnard community to provide a strong internal control framework and accurate financial reporting. The City Council does this by exercising its oversight duties and working with the City Manager, City Attorney and other officials to create a control environment based on ethical practices, competency and compliance with laws, regulations and policies.

4.0 DEFINITIONS

Term	Definition
Oversight	To exercise supervision/management/governance over the development and performance of internal control.
Objectivity	A person (or their judgment) not influenced by personal feelings or opinions in considering and representing facts.
Risk Assessment	A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to create a control environment based on ethical practices, competency and compliance with laws, regulations and policies.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

1.0 POLICY STATEMENT

1.1.1 The City Council shall add audit committee responsibilities to the role of the Finance and Governance Committee (F&GC). *The F&GC was established through City Code Section 2-1.1 and Bylaws (See Resolution No. 15,286 for such delegation).* The City Council establishes the F&GC as a critical element in the City's internal control environment. The responsibilities will be consistent with best practices recommended for an audit committee by the Government Finance Officers Association (GFOA) Best Practice – Audit Committees. It is also consistent with the State Controller's Office's (SCO) recommendations in its publication *Internal Control Guidelines – California Local Agencies*.

1.1.2 The City Council will adequately fund the work of the F&GC, including the cost of the financial auditors and internal auditors who report to it and the experts it engages to fulfill its responsibilities, through adoption of appropriations in the budget resolution. The City Manager and City Attorney shall assign staff support to the F&GC.

1.1.3 Composition and Meetings. The F&GC shall be composed of three of the seven members from the City Council. GFOA recommends that members of the F&GC have a basic understanding of governmental financial reporting and auditing or be willing to attend training to obtain that understanding.

1.1.4 No elected or appointed official who exercises managerial responsibilities that fall within the scope of a financial audit or internal audit should serve as a member of the committee or as an advisor to the F&GC. Members of the F&GC have a duty to exercise an appropriate degree of professional skepticism in their interactions with financial auditors, internal auditors, other elected officials with assigned internal control or managerial responsibility and management.

1.1.5 The F&GC shall meet per City Code Section 2-1.1 and Bylaws (See Resolution No. 15,286 for such delegation) but may schedule additional meetings as necessary to fulfill its duties and responsibilities. The F&GC shall, at its discretion, have access to the

services of financial experts and appropriate specialists, if required, to assist in fulfilling responsibilities in its role as the audit committee of the City.

The financial expert(s) and appropriate specialists should, through education and experience relevant to the government sector, understand generally accepted accounting principles (GAAP) and financial statements, be experienced in preparing or auditing financial statements of a comparable agency, be experienced with applying such principles in connection with accounting for estimates, accruals and reserves, be experienced with internal controls, and understand audit committee functions.

Responsibilities. The F&GC shall be responsible for all of the following:

a. Advise the City Council and provide oversight for policies to implement or improve the City's internal controls and financial condition.

b. Review City Council appointees' performance related to implementing internal control activities.

c. Review instances where City staff has overridden internal controls in connection with significant or material matters.

d. Review non-routine, significant or material financial matters so it can advise the City Council on those matters. Non-routine matters include items not managed in the normal course of municipal operations or matters not covered by existing policies. In this policy, "significance" relates to the potential for the matter to threaten achievement of significant operating, reporting or compliance objectives with financial implications. "Materiality" relates to the size of the financial impact of the matter on the City.

e. Advise the City Council on new and modified financial management policies. Policies would include, but not be limited to, budgeting, capital improvement/construction in progress, revenues, fund balance, reserves, debt, accounting and risk management. It may also review, discuss and recommend changes to policies or City Code sections to modernize the City's administrative and regulatory framework to implement financial audit or internal audit findings or modernize and improve the City's financial condition, internal control framework and business processes.

f. Provide oversight of management's development of policies relating to maintaining a strong control environment and work with management to plan periodic risk assessments related to

achieving the Council's strategic goals and related operational, reporting and compliance objectives.

g. Review finance related City Council policies at least every five years.

h. Carry out Audit Committee responsibilities as follows:

1. Recommend to the full City Council the appointment, compensation, retention and oversight of any independent accountants engaged for the purpose of preparing or issuing independent financial audit or internal audit reports or performing other independent financial audit or internal audit review, agreed upon procedures or attest services for the City.

2. Ensure that all financial auditors and internal auditors engaged by the F&GC pursuant to this policy shall report directly to the Committee.

3. Receive a report from the City Manager (or internal auditor or City Manager's designee) about any employee complaints and their resolutions regarding accounting, internal accounting controls or financial auditing matters.

4. Discuss auditor reports and financial statements with the City Manager, Chief Financial Officer and others as the City Manager designates and, at its discretion, meet with the City's financial auditors and experts without management present to discuss reports and financial statements.

5. Have access to all reports from internal and independent or regulatory external auditors.

6. Exercise oversight to assure that financial audit and internal audit findings are promptly addressed by management.

7. Review City Code Section 2-1.1 and Bylaws (See Resolution No. 15,286 for such delegation) establishing the F&GC not less than every five years to assess its continued adequacy.

Nothing in this policy should be interpreted to limit the City Council from exercising its ultimate authority related to the matters described herein.

2.0 SCOPE

The policy covers, as it relates to the City of Oxnard's internal control environment, the oversight duties of the F&GC. It applies to the F&GC members as designated.

3.0 BACKGROUND

3.1.1. The City's independent financial auditor identified the lack of an audit committee as a material weakness in the Fiscal 2015 Single Audit. The SCO, Committee of Sponsoring Organizations of the Treadway Commission (COSO) and GFOA best practices recommend that a local government establish an audit committee to support the Council in its oversight responsibilities.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework	A system of internal controls designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance.
California State Controller's Office (SCO)	Accountability and disbursement of the State of California's financial resources.
Government Finance Officers Association (GFOA)	A professional organization that represents public finance officials throughout the United States and Canada. The organization provides best practice guidance, consulting, networking opportunities, publications and periodicals, recognition programs, research, and training opportunities for those in the profession.
Generally Accepted Accounting principles (GAAP)	Common set of accounting principles, standards and procedures utilized by state and local governments.
Significance	The potential for the matter to threaten the achievement of significant operating, reporting or compliance objectives with financial implications.
Oversight	To exercise supervision/management/governance over internal control.
Auditor	Independent financial auditor or internal auditor.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
Finance and Governance Committee (F&GC)	Exercises oversight of internal controls and audit committee responsibilities consistent with GFOA best practices and the State Controller's Office recommendations on internal control.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY OF OXNARD CALIFORNIA	City of Oxnard Finance Policy		
TITLE Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives			PAGE 1 of 4
NUMBER FPOL 1.04	VERSION 1.0	DOCUMENT OWNER Christine Williams	EFFECTIVE DATE 9/1/2020
PROCEDURE OWNER Christine Williams	TITLE Sr. Mgr, Internal Controls	(Signature) C. Williams	DATE 7/14/2020

1.0 POLICY STATEMENT

The City Council provides the following delegations:

1.1.1 City Manager. The City Council delegates to the City Manager responsibility for implementing the following:

1. Strategic planning process for the City Council to establish its annual and/or multi-year goals.
2. Budget and service planning processes.
3. Efficient and effective staffing and organization structure. Organization of staffing assignments and structures designed to achieve objectives and mitigate risks.
4. Processes and delegations to implement the ICIF and risk mitigations.
5. Individual accountability for performance related to internal control responsibilities, ethical behavior and achievement of objectives.

1.1.2 The City Council further expects that the City Manager will hold department heads and all staff accountable for the following:

1. Continuously improving systems by implementing best practices;
2. Communicating expectations regarding implementing and adhering to the ICIF;
3. Evaluating employees' performance in implementing and adhering to ICIF; and
4. Providing training to employees.

1.1.3 *Elected officials with managerial assignments*. Elected officials who also have managerial assignments are subject to the same standards of ethical behavior and performance as the City Manager and department heads. For statutory responsibilities, limits on elected officials' authority shall be clearly described in City Council policies. Where policies are unclear, the City Manager, elected officials or the City Council shall propose changes that result in improved clarity and performance.

2.0 SCOPE

The policy covers the oversight of the City of Oxnard organization in support of internal controls. It applies to the City Council, elected officials with managerial assignments and the City Manager.

3.0 BACKGROUND

3.1.1 Under the council-manager form of government, the City Council sets policy and the City Manager is responsible for carrying out that policy, along with managing the organization and ensuring accountability for performance of all employees under his or her direction. As related to the Internal Control – Integrated Framework (ICIF), the City Council expects the City Manager to provide oversight of the organization in support of internal controls.

Two types of control authorization are described below for this City Council policy.

1. *Risk-based controls.* Controls intended to address risks and objectives that will become a managerial responsibility and related performance measures must be approved by the City Manager or his/her designee.

2. *Compliance and reporting controls.* Controls and objectives that address legal compliance should be reviewed by the City Attorney or his/her designee. Controls or reporting objectives related to financial management should be reviewed by the Chief Financial Officer or his/her designee. Other compliance or reporting related controls and objectives should be reviewed with the City's subject matter expert for non-financial reporting or non-financial compliance.

The ICIF includes an expectation that structures will be in place that will provide reasonable assurance that the City is meeting its operational, reporting and compliance objectives for internal control. The basic structures that should be in place, which rely on the City Manager to organize and manage, follow:

1. *Strategic plan.* A strategic plan or set of clear goals approved by the City Council based on:

    a. A clear understanding of the City's current financial condition as well as long-range financial and economic forecasts;

    b. City Council and community priorities;

c. Periodic risk assessments identifying those risks that could prevent City leaders from achieving operating, reporting and compliance objectives or reaching its goals; and

d. Consistent application of ethics and values.

2. *Budget and service planning processes*. Budget and service planning processes that provide clear, measurable objectives to achieve the operating, reporting and compliance objectives needed to achieve the City Council's strategic plan goals.

3. *Staffing and organization structure*. Organization staffing assignments and structures designed to achieve objectives and mitigate risks.

4. *Implementing internal controls*. Internal controls designed to achieve objectives and mitigate risks.

5. *Accountability*. Individual accountability for performance related to internal control responsibilities, ethical behavior and achievement of objectives.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework (ICIF)	A system of internal controls designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance.
Risk Assessment	A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Sets policy
City Manager	Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction

6.0 CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities

7.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY OF OXNARD CALIFORNIA	**City of Oxnard Finance Policy**		
TITLE City Council's Risk Assessment Responsibilities			PAGE 1 of 2
NUMBER FPOL 1.05	VERSION 1.0	DOCUMENT OWNER Christine Williams	EFFECTIVE DATE 1/5/2021
PROCEDURE OWNER Christine Williams	TITLE Sr. Mgr, Internal Controls	(Signature) C. Williams	DATE 9/10/2020

1.0 POLICY STATEMENT

The City Council shall:

a. Review the City's risk tolerance and philosophy on a regular basis;

b. Ensure that the City's strategic goals and decisions are in alignment with the organization's risk tolerance and philosophy;

c. Review the organization's risk exposures and define the Council's tolerance for risk by considering the cumulative impact of identified risks in relation to the organization's risk tolerance;

d. Stay apprised of the most significant risks and ascertain whether management is responding appropriately; and

e. Assign the Finance and Governance Committee (F&GC) to work with the Internal Auditor to identify and evaluate risk factors for fraud and oversee the City Manager's response to such issues.

2.0 SCOPE

This policy covers all of the City of Oxnard's internal control activities as they relate to the City Council's Risk Assessment responsibilities.

3.0 BACKGROUND

3.1.1. The City Council understands the importance of ensuring that risk assessments are performed to serve as a basis for adapting the internal control framework to changing conditions. The City Council policies define its control responsibilities, including appointment of independent auditors, and oversight of improvements in the internal support and governance functions.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance
Risk Assessment	A systematic process of evaluating the potential risks that may

	be involved in a projected activity or undertaking at all levels.
Risk Tolerance	The maximum risk that an organization is willing to accept regarding each relevant risk.
Risk Exposure	The measure of potential future loss resulting from a specific activity or event.
Strategic Goals	Financial and non-financial objectives and desired results for a specific period of time.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to review the City's risk tolerance and philosophy on a regular basis.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's risk assessment responsibilities.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

1.0 POLICY STATEMENT

1.1.1 The City Council directs the City Manager to develop internal controls that are tailored to the City's specific structure, risk exposure and resource levels. To the extent resource levels are not adequate to reduce risk in some areas; the Council will reassess its risk tolerance philosophy and provide specific direction to the City Manager.

1.1.2 City practices shall comply with Internal Control - Integrated Framework (ICIF) principles and components related to internal control.

1.1.3 Controls shall be developed that respond to and assure compliance with findings from external and/or internal audits and that consider the outcomes of risk assessments performed in accordance with the City Council's Risk Assessment Responsibilities Policy (FPOL 1.05).

2.0 SCOPE

The policy covers all of the City of Oxnard's internal control activities as they relate to the development and implementation of internal controls.

3.0 BACKGROUND

To comply with standards for ICIF principles and components, the City Council recognizes the need to eliminate or reduce risk based on reasonable standards and level of effort. Proper internal controls must be developed and implemented to safeguard assets and ensure the City achieves its operational objectives. The responsibility to develop those controls must be established and evaluated on an ongoing basis.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework (ICIF)	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance
Committee of Sponsoring Organizations (COSO)	A joint initiative of five private sector organizations (American Accounting Association, American Institute of Certified Public Accountants, Financial Executives International, Institute of

	Management Accountants, and the Institute of Internal Auditors) COSO develops frameworks and guidance on enterprise risk management, internal control and fraud deterrence.
Risk Assessment	A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels.
Risk Tolerance	The maximum risk that an organization is willing to accept regarding each relevant activity or event..
Risk Exposure	The measure of potential future loss resulting from a specific activity or event.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, to ensure that management selects and develops control activities that contribute to the mitigation of risks to acceptable levels and that management and independent financial auditors monitor compliance with internal control policies and procedures that put policies in place.
City Manager	Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting, and Compliance Objectives
FPOL 1.05 City Council's Risk Assessment Responsibilities

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY OF OXNARD CALIFORNIA	**City of Oxnard Finance Policy**		
TITLE Commitment to Transparent and Complete Information and Communication			PAGE 1 of 3
NUMBER FPOL 1.07	VERSION 1.0	DOCUMENT OWNER Kevin Riper	EFFECTIVE DATE 6/15/2021
PROCEDURE OWNER Kevin Riper	TITLE Chief Financial Officer	(Signature) Kevin Riper	DATE 5/11/2021

1.0 POLICY STATEMENT

1.1.1 The City Council is committed to providing full and transparent financial information to the public.

1.1.2 The City Council expects management to implement an information and communications framework that supports operational, reporting and compliance objectives. The products of the City's information and communication systems are expected to be of sufficient quality and usefulness to enable the successful implementation of the Internal Control – Integrated Framework (ICIF) and provide reasonable assurance to the Council that its goals and the City's operating, reporting and compliance objectives will be achieved.

1.1.3 The City Council directs the City Manager to implement the necessary communications protocols and information sharing processes within the organization and to elected officials and the public.

1.1.4 The City's business communications shall conform to the standards established by the City Council through policies documented in the Personnel Rules and Regulations and the City's Administrative Manual.

1.1.5 Elected and appointed officials and all employees shall demonstrate ethical behavior, competence, courtesy and respect in daily actions.

2.0 SCOPE

The policy applies to the City of Oxnard organization and benefits the City of Oxnard community by creating standards and expectations for information and communication based on ethical practices, competency and accountability that require courtesy and respect consistent with the City's Personnel Rules and Regulations.

3.0 BACKGROUND

3.1.1. The City Council recognizes the importance of effective, accurate and comprehensive financial information for informed decision making. The community and the City organization expect the City Council to provide policy leadership supportive of ongoing and transparent communication regarding the City's financial health and long-term sustainability. Failure to identify and address financial reporting and compliance issues can

result in significant financial losses, create potential liabilities, or force unplanned use of resources.

Information and communication is critical to implement the ICIF and to achieve the City's strategic goals. Timely and accurate information is critical to the City's ability to adapt to changes in law, to effectively implement the ICIF, and ensure compliance with governmental accounting standards. This requires leadership and a culture that encourages trust, and values open and honest communication. Effective communication based on courtesy and respect is expected of all elected officials, employees and managers.

4.0 DEFINITIONS

Term	Definition
Transparent	Easy to perceive or detect.
Internal Control – Integrated Framework (ICIF)	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to obtain and use relevant, quality information to support the functioning of internal control.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's responsibilities.
City Manager	Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting, and Compliance Objectives

FPOL 1.05 City Council's Risk Assessment Responsibilities
FPOL 1.06 Development and Implementation of Internal Controls

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY OF OXNARD CALIFORNIA	**City of Oxnard Finance Policy**		
TITLE Creation of a Monitoring System			PAGE 1 of 2
NUMBER FPOL 1.08	VERSION 1.0	DOCUMENT OWNER Jennifer Hiraoka	EFFECTIVE DATE 12/21/2021
PROCEDURE OWNER Jennifer Hiraoka	TITLE Sr. Mgr, Internal Controls	(Signature) Jennifer Hiraoka	DATE 11/23/2021

1.0 POLICY STATEMENT

1.1.1 The Council directs that the City Manager implement a monitoring system for internal control activities. The monitoring system shall be one that gives the community, City Council, employees and other stakeholder's reasonable assurance that the City is adhering to Internal Control – Integrated Framework (ICIF) principles and is achieving operating, reporting, and compliance objectives.

1.1.2 The City Manager shall report to the City Council the results of any evaluations conducted by staff, consultants or auditors about whether the internal controls are effectively designed and operating as intended, no less than annually.

1.1.3 The City Manager shall evaluate and report to the City Council any internal control deficiencies identified as part of the City's monitoring activities and identify the corrective actions to be taken to cure the deficiencies.

2.0 SCOPE

The policy covers all of the City Oxnard's monitoring activities as it relates to the monitoring of internal controls.

3.0 BACKGROUND

3.1.1. The City Council recognizes that the ICIF and the City's internal controls must be monitored regularly and effectively. This requires that components of the internal control system not only exist but are also functioning as designed, any deficiencies are reported to the Council and senior management, and corrective action is taken in a timely manner.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework (ICIF)	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance
Monitoring System	A set of procedures to observe and check the progress or

Term	Definition
	quality of systems, applications, over a period time; keep under systematic review.
Deficiencies	A failing or shortcoming.
Corrective Action	Improvements to an organization's processes taken to eliminate causes of deficiencies so as to prevent recurrence.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to select, develop, and perform ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning as intended.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's responsibilities for the monitoring of internal controls.
City Manager	Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives
FPOL 1.05 City Council's Risk Assessment Responsibilities
FPOL 1.06 Development and Implementation of Internal Controls
FPOL 1.07 Commitment to Transparent and Complete Information and Communication

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Agreement 32400384 with IDS Group, Inc. for Landscape Architecture Services for the Durley Park Improvement Project.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with IDS Group, Inc. in the amount of $691,379 with a term date of February 7, 2024 through January 31, 2026 for Landscape Architecture Services for the Durley Park Improvement Project (C2333).

(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

The Durley Park Improvement Project will enhance a vital park in a disadvantaged community, which will fulfill multiple goals identified in the Oxnard Parks & Recreation Master Plan. These goals include improving the condition of the baseball fields and integrating lighting within the park. Through community engagement, the following items were identified to support a wide range of programming opportunities for Durley Park that include:

- 3 Baseball Fields re-oriented with home plates closest to the center of the park (concession building)
- Security & Athletic lighting
- Updated walking track with new lighting
- Exeloo restroom with mural
- Skatepark & Bike pump track at the unused bowl areas in the southwest corner of the park
- Adaptive/inclusive play features and support facilities
- New Basketball Court
- New LED lighting for all three basketball courts
- Exercise stations along the walking trail
- Water conservation efforts and landscaping
- New Parking Lot along the west side of the park
- Murals on the existing on-site tanks

This project is funded by the Statewide Park Development and Community Revitalization Program (State Parks Program or SPP) competitive grants in the amount of $7,092,300. The intent of the Statewide Park Development and Community Revitalization Program (State Parks Program or SPP) competitive grants is to create new parks and new recreation opportunities in critically underserved communities across California. This was the fourth and final round of SPP grants and included $395.3 million of Proposition 68 funding.

Capital Improvement Program (CIP) Reference:

DISCUSSION

The specific work for this Agreement with IDS Group ("IDS") includes developing Plans, Specifications, and Estimates (PS&E). Therefore, the following tasks were outlined in the RFP as a guide:

1. Program Management
2. Data Gathering, Site Visit, and Preliminary Investigations
3. Permitting
4. Schematic Design
5. Design Development
6. Final PS&E
7. Operations & Maintenance Plan
8. Bid Phase Services
9. Construction Phase Services
10. Design Charette with Community & Presentation (Alternate)

The Purchasing Department published Request for Proposal (RFP) PW 24-38 for Landscape Architecture Services for the Durley Park Improvement Project on October 6, 2023, with a proposal due date of November 2, 2023. RFP PW 24-38 received one (1) proposal with proposed fees from the following landscape architecture firm:

IDS Group, Inc. $691,379

The proposal was reviewed by three staff members consisting of the Assistant Director of Public Works, Interim City Engineer, and Assistant City Engineer. The scoring criteria consisted of the proposer's relevant experience, responsiveness, technical competence, past record of similar work, capacity to complete the scope of work, and proposed cost. Staff have also confirmed that IDS Group 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. Based upon the available information, research performed to date, and interview with the firm, staff believes that IDS Group is capable of satisfactorily providing the necessary services and recommends awarding the professional services agreement.

The grant submission was in March of 2021, and the City was formally notified of the grant award in December of 2021. Since the application is almost three years old and the cost of construction has significantly increased over those three years due to inflation, it is uncertain if the grant amount of $7,092,300 will be sufficient to design and construct all of the elements noted above. In consideration of these possible limitations, the design team will be provided direction by City staff to include as many elements as possible, while keeping within the grant amount and retaining key design features and parameters that are conditional with the grant funding. Staff may be required to return to the City Council for consideration of design omissions to stay within the grant amount obtained. If this is necessary, City Staff will provide the City Council with a range of options aimed at keeping the project cost within the grant amount while maximizing, as much as possible, the original feature and design intent of the park as identified by the Oxnard Parks and Recreation Master Plan and community input. It should be noted that a decision not to include park elements that are listed in the grant's approved scope would require consultation with, and approval by, the grant's sponsor.

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 agreement with IDS Group, Inc. shall not exceed $691,379 for the Durley Park Improvement Project. The Durley Park Improvement Project No. C2333, with available project funding of $7,064,300, is being funded from the State Parks Program Prop 68 fund (Fund 210). Pre-construction costs cannot exceed 25% of the grant. The

current estimated amount of pre-construction costs in the grant is $1,453,500, with a maximum amount of $1,773,075 (25% of $7,078,300). As such, there are sufficient grant funds to award this design agreement. It should be noted that Public Works staff will also be charging pre-construction work to this grant for oversight of the design phase.

For Finance Use Only: State Grant Fund (Org. 2101001 Obj 59800); Capital Outlay Fund (Org. 3013301 Obj. 49300/53200) Project C2333

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: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32400384 IDS Durley Park
2. Concept level site plan

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND IDS GROUP, INC

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of IDS Group, Inc. ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. **Reserved**

2. **SUMMARY DESCRIPTION OF SERVICES.**
Landscape Architecture Services for the Durley Park Improvement Project

3. **PARTIES.**

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

IDS Group, Inc ("CONSULTANT"), a corporation of the State of California, located at 1 Peters Canyon Rd, Suite 130, Irvine, California, 92606

4. **TERM OF AGREEMENT:** From (Date): Feb 7, 2024 To (Date): Jan 31, 2026

4.1 Time is of the essence in this Agreement.

4.2 This Agreement does not have any options to extend.

4.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

4.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $691,379.00.

6. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: State Funding / Grant Requirements Rider
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy

7. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Michael Wolfe	Name: Said Hilmy
Title: Director of Public Works	Title: Principal
Phone:	Phone: 949-387-8500 ext 116
Email: Michael.wofle@oxnard.org	Email: said.hilmy@idsgi.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

8. CONTRACTUAL PREREQUISITES.

8.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the City Clerk.

8.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

8.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

8.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

8.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

9.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

9.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11.1 Payment Request. 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. Invoices may be emailed to: **invoices@oxnard.org**.

11.2 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.

11.3 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 subcontracted consultants.

11.4 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.

12. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60.

14. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required

by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

15. STATE FUNDING/GRANT REQUIREMENTS RIDER

The Request for Proposal for this Project stated that the work associated with the Project will be funded in whole or in part the with grant funding from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Attached as Exhibit "D" is the State Grant Funding Requirements and is incorporated by this reference as though fully set forth herein. Consultant shall comply with all requirements and provisions in Exhibit "D".

16. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees, subconsultants, 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, subconsultants, or employees are in any manner agents, subconsultants, or employees of CITY.

17. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY

19.1 Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the Consultant agrees that it:

(1) Has thoroughly reviewed and considered the services and work to be performed;
(2) Has reviewed the issues regarding the scope of services to be provided;
(3) Has carefully considered how the services and related work should be performed; and
(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

20.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

20.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

20.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

20.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

20.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT

by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

20.7. No Warranty. 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.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

23.2 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, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.
23.3 The provisions of this Subsection 23.3 apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

23.4 The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

23.5 The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

23.6 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. IRAN CONTRACTING ACT

[RESERVED]

28. CONFLICT OF INTEREST

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

33. CARE OF WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

35. 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; 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 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.

36. ADVERTISING AND PUBLICITY

CONSULTANT 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.

37. 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.

38. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

39. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

41. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

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

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

IDS GROUP, INC

Said Hilmy, President Date

Rami Elhassan, 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.

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and IDS GROUP, INC)

SCOPE OF SERVICES

This work includes the design, specifications, and bid documents as well as an Operations & Maintenance Manual for the Durley Park Improvement Project (Project).

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from various City of Oxnard (City) departments. 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 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 two (2) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall plan to attend eight (8) monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting, as well as providing the meeting minutes that include a complete action tracking log within three (3) business days following the meeting. 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 schematic design, design development, final plans specifications, and estimates (PS&E), bid/award support services, and construction phase 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 two (2) 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, as well as other interested parties as outlined by the City. Consultant shall assume that a Schematic Design and Final Design presentation to the Parks, Recreation, & Community Services Commission will be necessary.

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 that are reflective of project progress. 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 Investigations

The Consultant shall review and assess existing data and reports relative to the project and conduct all necessary site visits, investigations, and analyses required to identify and mitigate project issues that could impact or be impacted by the project including:

- The City's Parks and Recreation Master Plan. Durley Park is listed in the current City Parks and Recreation Master Plan at Oxnard-Parks-Rec-Master-Plan_1-27-2021_FINAL-hr-1.pdf
- Durley Park Master Plan (Exhibit 5)
- Durley Park Quitclaim Deed by and between the City and Ventura County
- Regulatory/ code and permitting requirements
- CEQA compliance
- Geotechnical investigation, including soil analysis as needed
- Survey, mapping and utility investigation

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. Ventura County Air Pollution Control District.
2. Ventura County Environmental Health Department.
3. City of Oxnard Community Development Department (CDD).
    a. 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.
        i. The Consultant shall be responsible for all CEQA documentation and shall incorporate any mitigation required by an environmental determination into the facility design.
        ii. The Consultant shall be responsible for presenting at the Planning Commission and preparing presentation materials as necessary.
    b. CDD will require the project to be submitted through their Development Advisory Committee (DAC) which provides a coordinated review of development proposals with

regard to the City Code, goals, policies, and standards. The goal of DAC is to expedite projects through the planning process.

i. The initial submittal will consist of the Final Schematic Design.
ii. Subsequent submittals to DAC will include 70% and 100% Design Development level plans.

4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The Consultant shall prepare and submit all plans and supporting documentation necessary to obtain permit approvals for all required permits. The City will provide payment for all permit fees.

Task 4: Schematic Design

This phase of work will generate a refined site design for the project through an iterative process. With the information gathered during the data collection process, create a design for the project, including, but not limited to:

1. Prepare design study alternatives for areas
2. Refine the concept to a final Schematic Design
    - Assume three (3) iterations total to get to final Schematic Design.
3. Preparation of Plans, Specifications and Details and Plant Materials List
4. Coordination with the City's Project Team for design development, review, and discussion (creative design workshops at schematic design phase with Project Team; at kickoff and 70% design)
5. Coordination with City staff stakeholders as needed for design development, review, and discussion
6. Amenity and building locations with architectural renderings
7. Planting locations and plant palettes for native and drought resistant landscaping
8. Identify irrigation needs, feasibility, and resources available
9. Lighting design fixture selection and location
10. Identify locations and feasibility of integration of stormwater infiltration/permeable pavement
11. Cost estimating

Deliverable
Schematic design package shall include three (3) hardcopies of schematic plans, renderings, and palettes along with electronic versions.

Task 5: Design Development

Upon Project Team approval and acceptance of the Schematic Design and cost, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Design Team will refine the selected Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process.

Tasks will include:

1. Develop the design to describe the character and construction method for all of the key construction and landscape elements
2. Detailed documentation of all elements within the scope of work, including full specifications. Upon City's approval of design development drawings and cost, Consultant will fully document all aspects of the design, including all relevant sections of technical specifications
3. Select key materials for site elements
4. Preparation of plans, specifications, details and outline specifications
5. Coordination of landscape design with civil engineering/ grading design and documentation
6. Coordination with the City's Project Team for design review and discussion
7. Cost estimating
8. Coordination of documents with specialist subcontractors, for example, for the bike and skateboard pump track details, mural details, etc.
9. Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to Project Manager
10. Perspectives, sketches, and renderings as necessary to indicate the architectural and landscaping character of the project and its relationship to the pedestrian level shall be discussed with the Project Team, and provided to the Project Manager
11. Samples of proposed vegetation and related elements shall be discussed with the Project Team and provided to the Project Manager
12. Include all elements described in the grant agreement and associated documents
13. 100% Design Development Plans (70% Construction Documents)
14. 100% Design Development Details
15. 100% Design Development Outline Specifications
16. 100% Design Development Cost Estimate
17. Meetings with Project Team
18. Coordinate CEQA Compliance Documentation

Deliverable
Design development package shall include three (3) hardcopies of 24" x 36" plans and specifications along with electronic versions.

Task 6: Final PS&E

1. <u>90% Design:</u> Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the design development 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
   - Architectural drawings and details
   - Landscape architectural drawings and details
   - Civil drawings and details (grading and public improvements)
   - Structural drawings and details
   - Mechanical drawings and details
   - Electrical drawings (equipment, instrumentation) and details
   - Instrumentation and control drawings
   - Complete Specifications
   - Construction cost estimate

- Incorporation of all plan check comments from permitting authorities into the Final Design Submittal.

Deliverable
90% design package shall include three (3) hardcopies of 24” x 36” 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 be considered the bid set. Tasks include:
   - Production of final architectural and engineering drawings
   - Production of final architectural and 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 engineer and professional architect registered by the State of California. The Consultant shall provide three (3) sets of 11” x 17” drawings, three (3) sets of 24” x 36” drawings, four (4) sets of specifications, and an 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 7: Operation & Maintenance Plan

The Consultant shall establish operation and maintenance (O&M) standards:

1. Research and develop a manual of O&M requirements for this facility, including maintenance tasks, frequencies, and recommended facility closures to allow for O&M.
2. Specify any maintenance items, the frequency of the maintenance activity and describe any specialized equipment necessary to complete the maintenance activity. The contractor shall utilize published reference materials (e.g., Ventura County Stormwater Technical Guidance Manual) related to O&M and engage the team as needed. The recommended maintenance standards should be consistent with any existing standards for the same practice.
3. Identify and describe any operational tasks for the facility that are either required for effective performance of the project or recommended. These operational tasks are in addition to routine maintenance tasks that may be needed for the effective operation of the project.
4. The draft manual should include the approximate cost of O&M and how that relates to the design life of a project.
5. The final manual should incorporate the comments and feedback from the City’s team prior to final delivery. This shall include updates to the approximate cost of O&M.

Deliverable

The draft O&M manual shall be electronic only and shall be submitted along with Task 4 - Schematic Design. The final O&M manual shall include three (3) hardcopies along with electronic versions and shall be submitted along with Task 6 - Final PS&E.

Task 8: 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 9: Construction Phase Services

Architectural and engineering services during construction 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 24" x 36" bond paper.

Task 10: Design Charette/Community Engagement/Project Renderings and Presentation (Alternate)

This is an alternate phase of work will provide for interactive community engagement, presentations and project renderings to inform the design portion of the project, including, but not limited to:

1. Community design charettes, led by the consultant team, to engage and inform the community of the project's design goals, in the context of the approved project grant scope. Two (2) community meetings are contemplated by this task.
2. Develop 3D renderings of the project with associated design features, a minimum of three (3) such renderings shall be provided to depict the project from various vantage points to be determined by the City in consultation with the design team.
3. Coordination with City staff stakeholders as needed for design development, review, and discussion

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and IDS GROUP, INC)

SCHEDULE OF COMPENSATION

See Next Page

City of Oxnard
Landscape Architectural Services for Durley Park Improvement Project
FEE PROPOSAL

Staff Allocations per Discipline:	TOTAL		Landscape Architecture						Architectural					Structural					Electrical					Mechanical/Plumbing				Civil Engineering					Estimation			Additional Support Services				
Role/Classifications:	Hours	Fees	Principal	Overall PM	Sr. Land Arch	CAD	Subtotal		Sr. Eng.	Pr. Eng	CAD	Subtotal		Sr. Eng.	Pr. Eng	CAD	Subtotal		Sr. Eng.	Pr. Eng	CAD	Subtotal		Pr. Eng	CAD	Subtotal		Sr. Eng.	Pr. Eng	CAD	Subtotal		Sr Est.	Subtotal		Geo Eng	Muralist	Skate Park Bump Track	Survey	Environ. & HazMat
Hourly Rate:			$ 222	$ 208	$ 171	$ 107	Hrs	Fees	$ 190	$ 165	$ 107	Hrs	Fees	$ 190	$ 165	$ 107	Hrs	Fees	$ 190	$ 165	$ 112	Hrs	Fees	$ 158	$ 107	Hrs	Fees	$ 171	$ 158	$ 107	Hrs	Fees	$ 158	Hrs	Fees					
Task 1: Program Management (Tasks 1-7 11 months)	46	**$8,932**						*$7,488*					*$0*					*$0*					*$760*				*$0*					*$684*			*$0*					*$7,500*
Project Kick Off Meeting	16	$2,960		4	4		*8*	*$1,516*				*0*	*$0*				*0*	*$0*	4			*4*	*$760*			*0*	*$0*	4			*4*	*$684*		*0*	*$0*					
Progress Meetings (8 monthly)	22	$4,456	2	16	4		*22*	*$4,456*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Develop Communications Protocol & QA/QC Plan	8	$1,516		4	4		*8*	*$1,516*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Task 2: Data Gathering, Site Visit & Prelim. Investigations	219	**$32,620**						*$20,608*					*$0*					*$0*					*$1,768*				*$0*					*$10,244*			*$0*					$45,459
Records Research	42	$6,128		2	16		*18*	*$3,152*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		8	16	*24*	*$2,976*		*0*	*$0*					
Programming & Preliminary Conceptual Ideas Board	73	$10,644	1	4	24	24	*53*	*$7,726*				*0*	*$0*				*0*	*$0*		4	2	*6*	*$884*			*0*	*$0*	2	8	4	*14*	*$2,034*		*0*	*$0*					
Geotechnical Investigations	36	$5,546		4	8	4	*16*	*$2,628*				*0*	*$0*				*0*	*$0*		4	2	*6*	*$884*			*0*	*$0*	2	8	4	*14*	*$2,034*		*0*	*$0*	$26,511				
Survey, Mapping & Utility Investigation	36	$5,180		2	16	4	*22*	*$3,580*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		2	12	*14*	*$1,600*		*0*	*$0*				$15,000	
Client/Stakeholder Review (3 weeks)	32	$5,122		12	6		*18*	*$3,522*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		2	12	*14*	*$1,600*		*0*	*$0*					
Task 3: Permit Plan	93	**$14,212**						*$10,610*					*$0*					*$0*					*$884*				*$0*					*$2,718*			$0					$12,250
Develop a Permit Plan	73	$10,644	1	4	24	24	*53*	*$7,726*				*0*	*$0*				*0*	*$0*		4	2	*6*	*$884*			*0*	*$0*	2	8	4	*14*	*$2,034*		*0*	*$0*					
Client/Stakeholder Review (2 weeks)	20	$3,568		4	12		*16*	*$2,884*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4			*4*	*$684*		*0*	*$0*					
Task 4: Schematic Design	**522**	**$81,862**						**$50,772**					**$3,882**					**$1,938**					**$7,248**				**$0**					**$18,022**			**$0**					$13,416
Develop an Opportunities and Constraints Evaluation	72	$10,422		4	24	24	*52*	*$7,504*				*0*	*$0*				*0*	*$0*		4	2	*6*	*$884*			*0*	*$0*	2	8	4	*14*	*$2,034*		*0*	*$0*					
Creative Design Meeting with Client	20	$3,568		4	12		*16*	*$2,884*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4			*4*	*$684*		*0*	*$0*					
Design study and Alternatives including Materials & Components	72	$10,422		4	24	24	*52*	*$7,504*				*0*	*$0*				*0*	*$0*		4	2	*6*	*$884*			*0*	*$0*	2	8	4	*14*	*$2,034*		*0*	*$0*					
3 SD Iterations including Plant Materials List & Renderings (3 plan view and 3-3D)	189	$26,098	1	16	48	80	*145*	*$20,318*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4	16	24	*44*	*$5,780*		*0*	*$0*					
Presentation Client/Stakeholder Review	12	$2,348		8			*8*	*$1,664*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4			*4*	*$684*		*0*	*$0*					
Layout with Building Locations and Ballfields	16	$6,618			16		*16*	*$2,736*	1	12	16	*29*	*$3,882*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Planting & Irrigation Low Water Use	28	$4,936		4	24		*28*	*$4,936*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Lighting Options and Fixture Options	49	$8,102			4		*4*	*$684*				*0*	*$0*	1	8	4	*13*	*$1,938*	8	24		*32*	*$5,480*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Stormwater Infiltration and Permeable Surfaces	48	$6,464			4		*4*	*$684*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4	16	24	*44*	*$5,780*		*0*	*$0*					
Estimate of Probable Construction Cost	4	$684			2		*2*	*$342*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	2			*2*	*$342*		*0*	*$0*					
Client/Stakeholder Review (3 weeks)	12	$2,200		4	4		*8*	*$1,516*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4			*4*	*$684*		*0*	*$0*					
Task 5: Design Development	423	**$64,471**						*$35,357*					*$1,938*					*$1,938*					*$6,034*				*$0*					*$19,204*			$0					$13,416
Design Development Character, Materials & Components Submission and Review Meeting	54	$7,458	2	4	6	24	*36*	*$4,870*				*0*	*$0*				*0*	*$0*		2	2	*4*	*$554*			*0*	*$0*	2	8	4	*14*	*$2,034*		*0*	*$0*					
Civil & Grading Design	36	$4,464					*0*	*$0*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		12	24	*36*	*$4,464*		*0*	*$0*					
ADA Compliant Hardscape Design	32	$4,418		2	6		*8*	*$1,442*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		8	16	*24*	*$2,976*		*0*	*$0*					
Skate Board & Pump Track Design	12	$2,200		4	8		*12*	*$2,200*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*			$24,200		
Perspective 3D renderings	48	$5,648			8	40	*48*	*$5,648*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Materials Samples and Discussion with Client	21	$2,934		3	6	12	*21*	*$2,934*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*		$15,000			
Demonstrate Conformance with Grant Document	5	$892		1	4		*5*	*$892*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Estimate of Probable Construction Cost	10	$1,832		4	4		*8*	*$1,516*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		2		*2*	*$316*		*0*	*$0*					
Design Development Plans, Details & Specs	186	$31,134	1	16	48	16	*81*	*$13,470*	1	8	4	*13*	*$1,938*	1	8	4	*13*	*$1,938*	8	24		*32*	*$5,480*			*0*	*$0*	4	32	24	*60*	*$8,308*		*0*	*$0*					
CEQA Compliance Document Submittal	8	$1,464		4			*4*	*$832*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		4		*4*	*$632*		*0*	*$0*					$14,668
Client/Stakeholder Presentation	9	$1,611		3	3		*6*	*$1,137*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		3		*3*	*$474*		*0*	*$0*					
Client/Stakeholder Review (3 weeks)	2	$416		2			*2*	*$416*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Task 6: Final Construction Plans, Specifications & Estimates (PS&E)	772	**$122,067**						*$48,402*					*$11,958*					*$9,104*					*$12,345*				*$6,176*					*$26,498*			*$7,584*					
90% PS&E	120	$17,385	1	8	16	16	*41*	*$6,334*				*0*	*$0*	2	12	4	*18*	*$2,788*		3	6	*9*	*$1,167*			*0*	*$0*	8	20	24	*52*	*$7,096*		*0*	*$0*					
Title Sheet, Notes, Demo Plans	56	$7,906		2	12	16	*30*	*$4,180*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	2	16	8	*26*	*$3,726*		*0*	*$0*					
Architectural Plans (prefab restroom)	66	$16,788			6		*6*	*$1,026*	2	24	32	*58*	*$7,764*		6	4	*10*	*$1,418*		12	20	*32*	*$4,220*	6	10	*16*	*$2,018*	2			*2*	*$342*		*0*	*$0*					
Landscape Architectural Plans (hardscape, planting, irrigation, ball fields)	44	$6,648		4	24	16	*44*	*$6,648*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Civil (grading, drainage, WQMP, Stormwater)	70	$9,172		2	4		*6*	*$1,100*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		24	40	*64*	*$8,072*		*0*	*$0*					
Structural	14	$2,176		2	2		*4*	*$758*				*0*	*$0*		6	4	*10*	*$1,418*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Mechanical	34	$4,274		2	2		*4*	*$758*				*0*	*$0*				*0*	*$0*				*0*	*$0*	6	24	*30*	*$3,516*				*0*	*$0*		*0*	*$0*					
Electrical	38	$5,120		2	6		*8*	*$1,442*				*0*	*$0*				*0*	*$0*		6	24	*30*	*$3,678*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Specifications & Special Provisions	62	$10,634		2	24		*26*	*$4,520*			16	*16*	*$1,712*			4	*4*	*$428*			8	*8*	*$896*		6	*6*	*$642*			8	*8*	*$856*	10	*10*	*$1,580*					
Estimate of Probable Construction Cost	5	$892		1	4		*5*	*$892*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Submit 90% documents (Permit Set) (3 hard copies 24x36)	19	$2,936	1	4	6	8	*19*	*$2,936*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*			$21,500		
Client/Stakeholder Review (3 weeks)	16	$2,884		4	12		*16*	*$2,884*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Respond to comments	32	$4,594		4	4	6	*14*	*$2,158*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		4	8	*12*	*$1,488*	6	*6*	*$948*					
100% PS&E	125	$19,254	1	8	16	24	*49*	*$7,190*	1	6	4	*11*	*$1,608*	2	6	4	*12*	*$1,798*	2	4	12	*18*	*$2,384*			*0*	*$0*	2	8	20	*30*	*$3,746*	16	*16*	*$2,528*					
Estimate of Probable Construction Costs	17	$2,608		2	2		*4*	*$758*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		1	4	*5*	*$586*	8	*8*	*$1,264*					
Final PS&E	54	$8,796	1	4	12	16	*33*	*$4,818*		4	2	*6*	*$874*	2	4	2	*8*	*$1,254*				*0*	*$0*			*0*	*$0*		1	4	*5*	*$586*	8	*8*	*$1,264*					

City of Oxnard
Landscape Architectural Services for Durley Park Improvement Project
FEE PROPOSAL

Task 7: Operations & Maintenance Plan	**148**	**$24,779**						**$11,132**					**$825**					**$990**					**$990**				**$948**					**$7,998**			**$1,896**					$6,250
Preliminary O&M Plan	66	$11,517		4	24		*28*	*$4,936*		3		*3*	*$495*		4		*4*	*$660*		4		*4*	*$660*	4		*4*	*$632*	2	24		*26*	*$4,134*		*0*	*$0*					
Presentation Client/Stakeholder Review (3 weeks)	24	$3,080			4	4	*8*	*$1,112*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*	4		12	*16*	*$1,968*		*0*	*$0*					
Final O&M Plan	34	$6,086		4	12		*16*	*$2,884*		2		*2*	*$330*		2		*2*	*$330*		2		*2*	*$330*	2		*2*	*$316*		12		*12*	*$1,896*		*0*	*$0*					
Presentation Client/Stakeholder Review	6	$1,100		2	4		*6*	*$1,100*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
O&M Cost Estimate - Annual & Periodic	18	$2,996		2	4		*6*	*$1,100*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*	12	*12*	*$1,896*					
Task 8: Bid Phase Services	**80**	**$13,816**						**$8,248**					**$660**					**$660**					**$660**				**$632**					**$2,956**			**$0**					$6,250
Attend and Document the Pre-bid Meeting	8	$1,316			4		*4*	*$684*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		4		*4*	*$632*		*0*	*$0*					
Response to RFIs	48	$8,100			16	4	*20*	*$3,164*		4		*4*	*$660*		4		*4*	*$660*		4		*4*	*$660*	4		*4*	*$632*		12	4	*16*	*$2,324*		*0*	*$0*					
Prepare Conformed Set of Contract Docs	16	$2,884		4	12		*16*	*$2,884*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Review of Bids	8	$1,516		4	4		*8*	*$1,516*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*				*0*	*$0*		*0*	*$0*					
Task 9: Construction Phase Services (12 months)	**278**	**$45,744**						**$32,038**					**$1,650**					**$0**					**$660**				**$0**					**$11,396**			**$0**					$5,000
Preconstruction Meeting	12	$2,148		4	4		*8*	*$1,516*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		4		*4*	*$632*		*0*	*$0*					
Progress Meetings (monthly) 3 hrs / meeting	52	$8,884		4	36		*40*	*$6,988*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		12		*12*	*$1,896*		*0*	*$0*					
Submittal review (20) 3 hrs each 25% +1.5 hrs	70	$13,130		2	50		*52*	*$8,966*		8		*8*	*$1,320*				*0*	*$0*				*0*	*$0*			*0*	*$0*		18		*18*	*$2,844*		*0*	*$0*					
Change Order Review (3) 8 hrs each	28	$4,780		4	12		*16*	*$2,884*				*0*	*$0*				*0*	*$0*				*0*	*$0*			*0*	*$0*		12		*12*	*$1,896*		*0*	*$0*					
Project Close Out	40	$7,162		4	24		*28*	*$4,936*		2		*2*	*$330*				*0*	*$0*				*0*	*$0*			*0*	*$0*		12		*12*	*$1,896*		*0*	*$0*					
Record Drawings (redlines from contractor)	76	$9,640		2	12	40	*54*	*$6,748*				*0*	*$0*				*0*	*$0*		4		*4*	*$660*			*0*	*$0*		6	12	*18*	*$2,232*		*0*	*$0*					
*** Task 10: Design Charette with Community & Presentation (Alternate)**	**278**	**$59,956**						**$36,332**					**$13,365**					**$0**					**$0**				**$0**					**$8,205**			**$2,054**	**$0**	**$0**	**$0**	**$0**	**$0**
Community Design Charette #1	71	$15,486	8	28	10	10	*56*	*$10,380*	8	6	9	*23*	*$3,045*				*0*	*$0*				*0*	*$0*			*0*	*$0*	6	6	3	*15*	*$2,061*		*0*	*$0*					
3D Renderings and Presentation Preparation	107	$22,980	16	30	10	20	*76*	*$13,642*	10	20	10	*40*	*$5,160*				*0*	*$0*				*0*	*$0*			*0*	*$0*	6	10	8	*24*	*$3,072*	7	*7*	*$1,106*					
Community Design Presentation & Charette #2	100	$21,490	10	30	10	20	*70*	*$12,310*	10	20	10	*40*	*$5,160*				*0*	*$0*				*0*	*$0*			*0*	*$0*	6	10	8	*24*	*$3,072*	6	*6*	*$948*					
Total Reimbursible Costs		**$4,000**																																							$6,250
TOTAL IDS - Hours	**2,581**	***$468,459***	***46***	***322***	***777***	***476***	***1,621***	***$260,987***	***33***	***119***	***103***	***255***	***$34,278***	***8***	***60***	***30***	***98***	***$14,630***	***22***	***109***	***82***	***213***	***$31,349***	***22***	***40***	***62***	***$7,756***	***84***	***369***	***339***	***792***	***$107,925***	***73***	***73***	***$11,534***					
Subconsultant Costs		***$218,920***																																							
TOTAL Project Proposal		**$691,379**																																		***$26,511***	***$15,000***	***$45,700***	***$15,000***	***$116,709***

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and IDS GROUP, INC)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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.

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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 % 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

SUBMIT IN DUPLICATE

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

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 % 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 "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 % 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 _____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and IDS GROUP, INC)

STATE FUNDING/GRANT REQUIREMENTS

See Next Page

Grant Administration Guide
for the

California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

COMPETITIVE GRANT PROGRAMS

September 2020

State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: http://www.parks.ca.gov/grants

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are found in the definitions section.

Background
This guide provides grant administration procedures and requirements for competitive projects funded by Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2018. OGALS retains the right to waive requirements not mandated by statute.

Grant Process

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants attend a mandatory grant administration workshop.
3. If applicable, applicant fulfills any unmet application requirements.
4. OGALS sends a contract to the applicant:
   a. The CONTRACT section, beginning on page 28, includes a sample contract.
   b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
   c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page 18, provides payment request instructions and forms.
   - The GRANTEE completes PROJECT no later than December 31, of the year before the GRANT liquidation date as shown on the contract.
   - The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, of the year the GRANT liquidates.
   - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 35, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Projects Involving Acquisition

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., are considered pre-construction costs, which are limited to 25% of the GRANT.
3. The GRANTEE must record a deed restriction on the property after the acquisition is complete.
4. GRANTEE must provide title insurance.

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months.
2. A separate letter from an independent third party, AG-rated appraiser, certified by the California Office of Real Estate Appraisers, stating the appraisal was reviewed, and was completed using acceptable methods.

For easement acquisitions, in addition to the requirements above, provide:

3. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

4. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 35)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the GRANT

- Costs incurred outside the GRANT performance period
- Cost for land acquired through eminent domain or condemnation
- Acquisitions where purchase price is greater than appraised value
- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PRE-CONSTRUCTION COSTS may not exceed 25% of the GRANT.
4. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of GRANT; incurred prior to groundbreaking as determined by the grantee

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- Financing
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the grant; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management, including site inspections and PROJECT administration
- Miscellaneous – other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Financing
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the GRANT
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Construction costs incurred outside of the park boundaries
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet in advance for OGALS review to confirm these accounting practices are being followed.

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE: PROJECT Name:

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is $100,000 towards construction of a $500,000 park, the SCOPE can be the $500,000 park, or a $100,000 element of the park, such as a playground, that can be complete and open to the public.

☐ The PROJECT will be entirely funded by the GRANT, *or*
☐ The PROJECT requires funds in excess of the GRANT:
  ☐ The SCOPE is the same as the scope of the larger project, *or*
  ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: $ Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	**Date Committed**	**Amount**
SPP/State of California	July 1, 2019	$
		$
		$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ( )	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
☐NOE ☐NOD		

Special Requirements

- Greenhouse Gas Emissions Reduction and Carbon Sequestration
- Status Reports (page 9)
- Bond Act Sign (page 11)
- Deed Restriction (page 12)
- For non-profit GRANTEES: Three bid process (page 16) and Fidelity Bond (page 17)

Greenhouse Gas Emissions Reduction and Carbon Sequestration.[1]
If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the i-Tree site at https://planting.itreetools.org and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters[2]:
   - "Electricity emissions factor" enter 285 and select kilograms
   - "Fuel emissions factor" enter 53.1 and select kilograms
   - "Years for the project" is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
   - "Tree mortality" enter 0
4. Tree Planting Configurations
   - Enter the tree groups for the project; create a new group for each new species or for each new location.
   - Species – select the species; add multiple species by creating new groups.
   - DBH – tree diameter four feet above the ground at time of planting.
   - Distance to nearest tree – select from drop down menu
   - Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.

[1] PRC §80001(b)(7)
[2] Project parameters are from the California Air Resources Board's "Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program."

- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it to OGALS.

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:
Project Number:
Project Name:
Project Scope:
Project Phase: □ Pre-Construction/Pre-Acquisition □ Acquisition and/or Construction

When will you submit your next payment request? For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
$	$	$	$	$	$	$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign
A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements
The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language
All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo
All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. Download the logo at https://resources.ca.gov/grants/Grant-Program-Resources, click on the logo artwork section. Each edge of the logo must be a minimum of 24″ x 24″. Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction
All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost
The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs
For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval
GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow and pre-acquisition costs. A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered CONTRACT for the GRANT amount.

The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:

1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*

2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*

   Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,

   Exhibit B: Label this attachment "Exhibit B (Grant CONTRACT)" and include a complete copy of the Grant CONTRACT and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.

3. *Notarize it:* Take 3 copies of the following documents to a notary. OGALS recommends submitting these documents to the PROJECT OFFICER for review prior to notarizing.

   - Unsigned and undated Deed Restriction
   - Exhibit A (Legal Description of Property)
   - Exhibit B (Grant CONTRACT)

   The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take 3 copies of the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.

5. *Send it:* Make sure to send a copy of the notarized and recorded Deed Restriction, Exhibit A, and Exhibit B to the OGALS Project Officer.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Competitive Grant Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statue. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statue, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print/type name and title of above

Business Name (if property is owned by a business):

Additional signature, if required Date

Print/type name and title of above

Three-Bid Process
(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded project for services greater than $5,000 and for construction work greater than $25,000.
    - Bid description must include the requirement to comply with §1771.5 of the State Labor Code.
    - Bid description must include all required project elements based on the original competitive application - Project Selection Criteria proposal, Grant Scope/Cost Estimate Form, and concept level site plan.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the project work to be performed based on "Best value" (determined by price, quality of materials, equipment, and workmanship), and the required project elements based on the original competitive application.
    - By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.
4. The nonprofit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the best value and will meet project requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE's Board of Directors. The nonprofit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
5. The Board of Directors selects a contractor and awards a contract.
6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1 – 5 above.

Waiver of Three-bid Requirement
To request a waiver of the three-bid process requirement, the non-profit GRANTEE must send a written request to the Project Officer assigned to the grant project and explain why a waiver is required.

- The waiver request may include "sole source" factors where only one contractor has the expertise to deliver the work.
- The waiver request may also include "public good" or other required factors that may be based on the Project Selection Criteria proposal in the competitive APPLICATION. For example, the Project Selection Criteria proposal may require the hiring of conservation corps.

Fidelity Bond
(For nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. A list of fidelity bond frequently asked questions is available on the OGALS web site at www.parks.ca.gov/grants.

Grant Payments

Payments may be requested from OGALS once a PROJECT is approved and the CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements

Payment Rules

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount, unless for acquisition costs.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final REIMBURSEMENT payment. GRANTEES may contact their PROJECT OFFICER to request OGALS consider a reduced retention amount.
3. Group costs together to avoid frequent payment requests. Payment requests greater than $10,000 are encouraged.
4. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 19).

These items are required *prior* to requesting any payment, if applicable:

1. A deed restriction, except for an ADVANCE into escrow.
2. If not already submitted, complete CEQA for construction reimbursement.
3. A sample timesheet *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs.
4. When the bid process is required, provide a summary list of bidders, the recommendation by reviewer of bidders, notice of award, and contract agreement.

These items are required with *every* payment request, when applicable:

1. A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
2. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet representing how employee staff time was tracked during the period of requested reimbursement.
3. Construction progress photos, including a photo with the construction sign visible on the PROJECT site (page 11), with all construction payment requests.

Rural Recreation Tourism Match
(For this grant program ONLY)
Unless the PROJECT has been identified as serving a disadvantaged community, the GRANTEE must include a 20% match (PRC §80090(b)).

Costs incurred to provide match must be eligible costs.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see https://independentsector.org for volunteer hourly wage value)

Ineligible match source

- State funds

Match and Eligible Costs
The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	$125,000
20% match:	($25,000)
GRANT amount:	$100,000

Submitting costs for reimbursement

GRANT amount:	$100,000
25% in additional costs:	$25,000
PROJECT amount:	$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- A fillable, digital version of the payment request form is available at www.parks.ca.gov/grants.
- Grantees are encouraged to submit payment requests digitally, as .pdf files. E-mail each document to the PROJECT OFFICER as a separate digital file, labeled as the document item. Retain all documents with original signatures with the PROJECT records.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 22) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:

1. PROJECT Number – Number assigned by OGALS when this PROJECT was approved
2. Contract Number – As shown in Certification of Funding section of the contract
3. APPLICANT – GRANTEE name as shown on the contract
4. PROJECT Title – Name of the PROJECT as shown in the Application
5. Type of Payment – check appropriate box on form
6. Payment Information – round down to the nearest dollar
7. Send Warrant To – agency name, address and contact person
8. Signature of AUTHORIZED REPRESENTATIVE

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST
State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
	___ ___ ___ ___ ___ ___ ___ ___
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT ☐ Advance ☐ Reimbursement ☐ Final	

6. PAYMENT INFORMATION
(Round all figures to the nearest dollar)

a. Grant Project Amount	$
b. Funds Received To Date	$
c. Available *(a. minus b.)*	$
d. Amount Of This Request	$
e. Remaining Funds After This Payment *(c. minus d.)*	$

7. SEND WARRANT TO:

AGENCY NAME
STREET ADDRESS
CITY/STATE/ZIP CODE

8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION

I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
▶		

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE	DATE
▶	

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the grant expenditure form is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)

TOTALS	**AMOUNT**
PRE-CONSTRUCTION Subtotal (5)	$
Construction Subtotal (6)	$
Grand Total (5) + (6)	$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, of the year the GRANT liquidates, as shown on the contract.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate .pdf files for each document. Retain all documents with original signatures with PROJECT records. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the GRANT) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 23)
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 21)
2. Grant Expenditure Form (page 22)
3. Final Funding Sources Form (page 6)
4. Project Completion Certification Form (page 24)
5. Greenhouse Gas Emissions Reduction and Carbon Sequestration (if applicable) (page 8)
6. Notice of Completion (optional)[3]
7. Photo of the bond act sign and location (page 11)
8. Recorded Deed Restriction if not already provided (page 12)
9. Completed CEQA if not already provided (page 7)
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 36)

For PROJECTS involving acquisition, the GRANTEE must submit these additional documents, if not already provided:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

[3] OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee: **Project Number:**

Grantee contact for audit purposes

Name:

Address:

Phone: ( ) Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: $

Interest spent on eligible costs: **$**

Was a Notice of Completion filed with the County Recorder or other appropriate entity?
Yes / No

Certification:
I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests. Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
- ADVANCE payments may be requested for costs expected to be incurred in the next six months.
- ADVANCE payments must be placed in an interest bearing account. Earned interest must be spent on the project, and cannot be returned to OGALS.
- ADVANCE funds *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the GRANT.

There are two types of DEVELOPMENT ADVANCE payments: PRE-CONSTRUCTION and CONSTRUCTION:

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on PROJECT SCOPE/cost estimate form	After the contract has been encumbered	• Payment Request Form • ADVANCE justification (see page 26) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the GRANT.	After the contract has been encumbered, and construction will commence during the next six months	• Payment Request Form • ADVANCE justification (see page 26) • Bid documents (see page 16, number 7), copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page **Error! Bookmark not defined.**) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification
Provide the following information:

- Explanation why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six month period should begin six to eight weeks after payment request is submitted.
- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance
ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred. An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 22) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest*.
- Submit photos of construction completed and the construction sign (see page 11) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the contract balance.

Subsequent Payments
ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount.	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
   a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
   b) Copy of the property appraisal and written concurrence (page 3).
   c) GRANT CONTRACT number and amount of GRANT funds requested.
   d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
   e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form: the "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 21).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition(s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earlier.* A grantee may also submit a Grant Expenditure Form (see page 22) documenting expenditures of eligible costs.

Competitive Grant Program Contract

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract
Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed $ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE $		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE $		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE $		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE $		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

SAMPLE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

SAMPLE

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

SAMPLE

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

SAMPLE

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
   The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

SAMPLE

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; <u>and</u> 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

SAMPLE

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

SAMPLE

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page **Error! Bookmark not defined.**, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- □ Summary list of bidders (including individual bid packages)
- □ Recommendation by reviewer of bids
- □ Award by governing body (minutes of the meeting/resolution)
- □ Construction contract agreement
- □ Contract bonds (bid, performance, payment)
- □ Contract change orders
- □ Contractor's progress billings
- □ Payments to contractor (cancelled checks/ warrants, bank statements, EFT receipts**)
- □ Stop Notices (filed by sub-contractors and release if applicable)
- □ Liquidated damages (claimed against the contractor)
- □ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- □ Authorization/work order identifying project
- □ Daily time sheets signed by employee and supervisor
- □ Hourly rate (salary schedules/payroll register)
- □ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- □ Authorization/work order
- □ Daily time records identifying the project site
- □ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- □ Purchase orders/Contracts/Service Agreements
- □ Invoices
- □ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- □ Appraisal Report
  - □ Did the owner accompany the appraiser?
  - □ 10-year history
- □ Statement of just compensation (signed by seller)
- □ Statement of difference (if purchased above appraisal)
- □ Waiver of just compensation (if purchased below appraisal: signed by seller)
- □ Final Escrow Closing Statement
- □ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- □ GRANT deed (vested to the participant) or final order of condemnation
- □ Title insurance policy (issued to participant)
- □ Relocation documents
- □ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- □ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- □ Leases, agreements, etc., pertaining to developed/acquired property
- □ Proof of insurance pertaining to developed/acquired property

***** *Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

****** *Front and back if copied.*

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

AUTHORIZED REPRESENTATIVE – the GRANTEE'S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE's proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES –GRANTEE's employees working on the PROJECT SCOPE.

OGALS – DPR's Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the competitive application to be completed with GRANT funds and committed funds, if identified on Funding Sources Form (page 6).

PROJECT COMPLETION – when the SCOPE is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 23 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Administration Guide and the GRANT contract.

SCOPE – the recreation features and major support amenities, as described in the competitive application that must be completed prior to final GRANT payment.

Agreement No. 32400384

State of California - Natural Resources Agency

Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE DURLEY PARK EXPANSION / IMPROVEMENT PROJECT NUMBER SW-56-003

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed $7,092,300.00

City of Oxnard
Grantee

By Alexander Nguyen
Typed or printed name of Authorized Representative

DocuSigned by:
Alexander Nguyen
Signature of Authorized Representative

Address 300 West Third Street. Oxnard, CA 93030

Title City Manager

Date 3/2/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
Typed or printed name of Authorized Representative

DocuSigned by:
Jana Clarke
Signature of Authorized Representative

Title Supervisor

Date 3/3/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9803069		0000011778			SW-56-003
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$7,092,300.00		Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-6088	6	20	2021/22
TOTAL AMOUNT ENCUMBERED TO DATE $	Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE	
$7,092,300.00	37900091	5432000-5432000000	69807	3790000SW56003	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed _$7,092,300___, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from _July 01, 2020_ to _June 30, 2025_.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.
2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

DocuSigned by:
Alexander Nguyen
By: 19CE597B9EAB489...
Signature of Authorized Representative

Title: City Manager

Date: 3/2/2022

Agreement No. 32400384

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: DocuSigned by: Jana Clarke 96CAD152004346D...
Signature of Authorized Representative

Title: Supervisor

Date: 3/3/2022

DocuSign

Certificate Of Completion

Envelope Id: 98EB0254F8C74F64816A1ABE4DD548B5
Status: Completed
Subject: Please DocuSign: C9803069 blank.pdf
Template Code:
Source Envelope:
Document Pages: 9
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Stephanie Schiechl
1416 9th Street, Room 950
Sacramento, CA 95814
Stephanie.Schiechl@parks.ca.gov
IP Address: 134.186.96.87

Record Tracking

Status: Original
3/2/2022 12:25:22 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Stephanie Schiechl
Stephanie.Schiechl@parks.ca.gov
Pool: StateLocal
Pool: California State Department of Parks and Recreation

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
Alexander Nguyen alexander.nguyen@oxnard.org City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Alexander Nguyen 19CE597B9EAB489... Signature Adoption: Pre-selected Style Using IP Address: 76.81.180.50	Sent: 3/2/2022 12:29:29 PM Viewed: 3/2/2022 3:45:17 PM Signed: 3/2/2022 3:46:41 PM

Electronic Record and Signature Disclosure:
Accepted: 3/2/2022 3:45:17 PM
ID: d81154d5-7707-416e-bcf3-35ddda386af1

Jana Clarke Jana.Clarke@parks.ca.gov Supervisor California State Department of Parks and Recreation Security Level: Email, Account Authentication (None)	DocuSigned by: Jana Clarke 96CAD152004346D... Signature Adoption: Pre-selected Style Using IP Address: 98.51.14.218	Sent: 3/2/2022 3:46:42 PM Viewed: 3/3/2022 3:38:34 PM Signed: 3/3/2022 3:39:04 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lisa Vigil Lisa.Vigil@parks.ca.gov California State Department of Parks and Recreation Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/3/2022 3:39:06 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Eric Humel Eric.Humel@oxnard.org Grants Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/3/2022 3:39:07 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2022 12:29:29 PM
Certified Delivered	Security Checked	3/3/2022 3:38:34 PM
Signing Complete	Security Checked	3/3/2022 3:39:04 PM
Completed	Security Checked	3/3/2022 3:39:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California State Department of Parks and Recreation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marlene.sheufelt@parks.ca.gov

To advise California State Department of Parks and Recreation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at marlene.sheufelt@parks.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from California State Department of Parks and Recreation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to marlene.sheufelt@parks.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with California State Department of Parks and Recreation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to marlene.sheufelt@parks.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with you.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and IDS GROUP, INC)

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 Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and IDS GROUP, INC)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

8. CONSULTANT 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. CONSULTANT 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. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.

Durley Park

N

1:1,200

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Agreements 32400369 and 32400362 for Acquisition of Easements for the Oxnard Boulevard & Saviers Road Signal Improvements Project (No. C1703).

RECOMMENDATION

That the City Council approve and authorize the:

1. Mayor to execute a Right of Way Agreement and Easement Deed (A-8545) for APN 219-0-031-065 to purchase Permanent Sidewalk Easement located at Saviers Road/Bryce Canyon/Thomas Avenue;
2. Mayor to execute a Right of Way Agreement and Easement Deed (A-8546) for APN 222-0-102-010 to purchase Permanent Sidewalk Easement located at Saviers Road/Pleasant Valley Road; and
3. City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(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

On July 19, 2022, City Council approved and authorized Agreement A-8480 with Taft Electric Company for the Oxnard Boulevard & Saviers Road Signal Improvements Project. This project will upgrade traffic signal poles, signal heads, signal controllers, asphalt concrete, curb, gutter, sidewalk, signing and striping, at the following locations:

1. Oxnard Boulevard/Fifth Street
2. Saviers Road/Elm Street
3. Saviers Road/Bryce Canyon Avenue/Thomas Avenue (easement required)
4. Saviers Road/Bard Road
5. Saviers Road/Pleasant Valley Road (easement required)

Capital Improvement Program (CIP) Reference:

Project No. **C1703**, the Oxnard Boulevard & Saviers Road Traffic Signal Improvements Project, CIP 2022-2027 - Adopted May 3, 2022 – Page 64.

DISCUSSION

During the pre-construction activities phase of the Oxnard Blvd & Saviers Rd Traffic Signal Improvements Project ("Project"), and while the procurement of the signal poles has been ongoing, it became evident that additional right-of-way would be required to complete the Project as designed. To allow adequate space for the installation of the new signal poles and reconstruction of the American Disabilities Act (ADA) access ramps, the Project requires a 127-square-foot sidewalk easement at Saviers Road/Bryce Canyon Avenue/Thomas Avenue at the northeast corner of Saviers Road and

Thomas Avenue (APN number 219-0-031-065) and 250 square foot sidewalk easement located Saviers Road/Pleasant Valley Road at the southwest corner of Saviers Road and Pleasant Valley Road (APN number 222-0-102-010).

Based upon an appraisal conducted by the City's real estate consultant, the property owners were provided an offer on behalf of the City to purchase the permanent sidewalk easement. Both property owners have executed a Right of Way Agreement and Easement Deed. Before the City may purchase the easements, pursuant to Section 65402 of the Government Code, the Planning Commission must first consider and determine whether the easement conforms to the General Plan and forward that determination to the City Council.

On January 18, 2024, the Planning Commission adopted Resolutions 2024-01 and 2024-02 affirming that the City of Oxnard's proposed acquisition of the easements are in conformance with the City of Oxnard 2030 General Plan and recommended that the City Council order the acquisitions. The sites are located within the 2030 General Plan land use designation of Commercial General (CG) zoned General Commercial (C-2) and General Commercial-Planned Development-Affordable Housing Permitted (C-2-PD-AHP) respectively in the City of Oxnard.

Staff recommends approving these acquisitions to allow the Project to be completed as designed.

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 sidewalk easement for APN 219-0-031-065, Saviers Road at Bryce Canyon Avenue/Thomas Avenue is $10,000 plus miscellaneous fees for an escrow process (estimated to be less than $1,000) associated with the transaction; and for APN 222-0-102-010, Saviers Road at Pleasant Valley Road is $8,000. There is sufficient funding in the Oxnard Boulevard & Saviers Road Traffic Signal Improvements Project No. C1703 for this action utilizing funds available from the Circulation System Improvement Fees (350).

For Finance Use Only: Developer Impact Fees Fund - Circulation System Improvement (Fund 350 Org. 80401001 Obj. 59800); Capital Outlay Fund (Org. 3013102 Obj. 49300/53200)

COMMITTEE OUTCOME

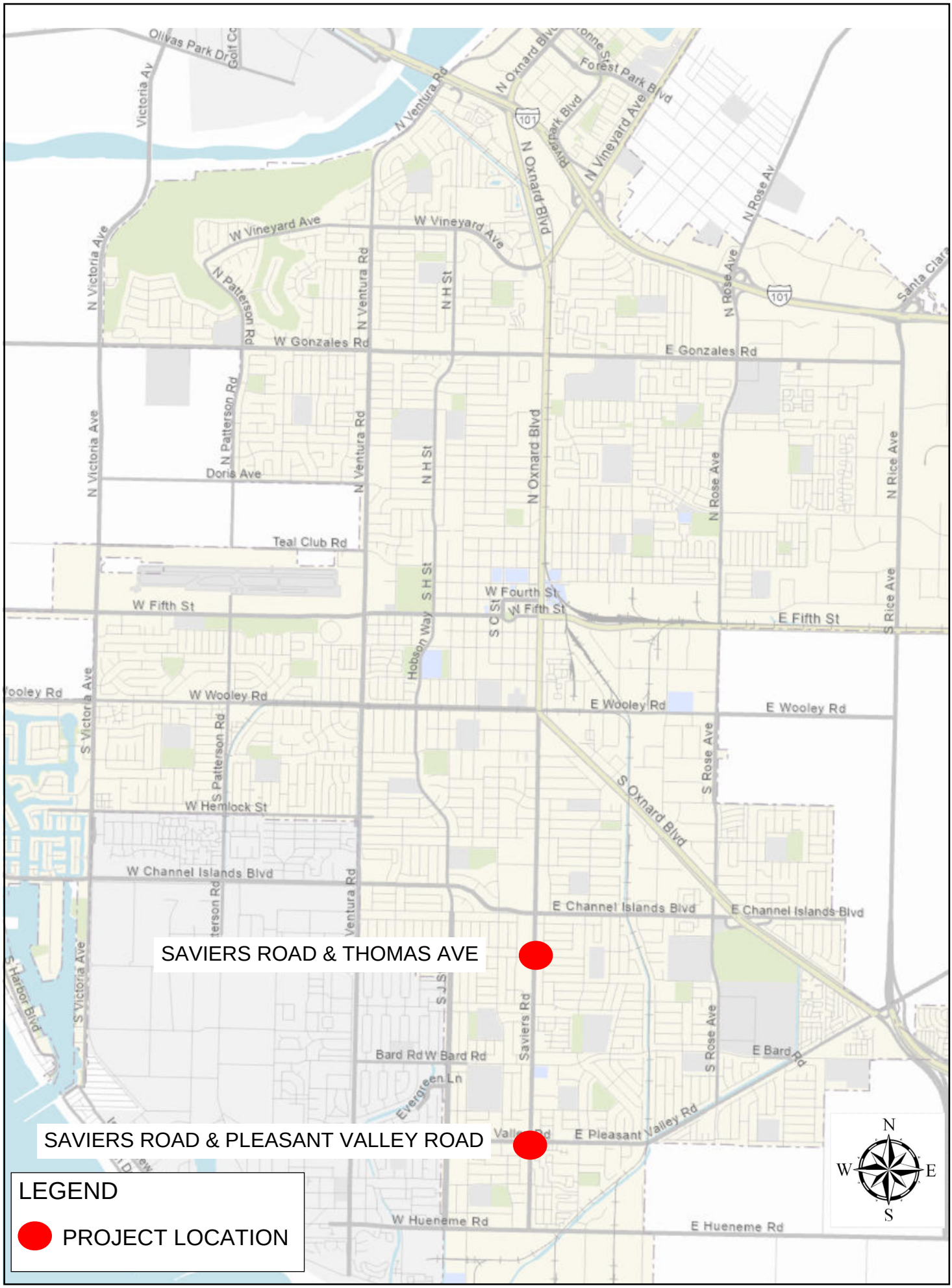
This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer, Debbie O'Leary, Transportation Planner

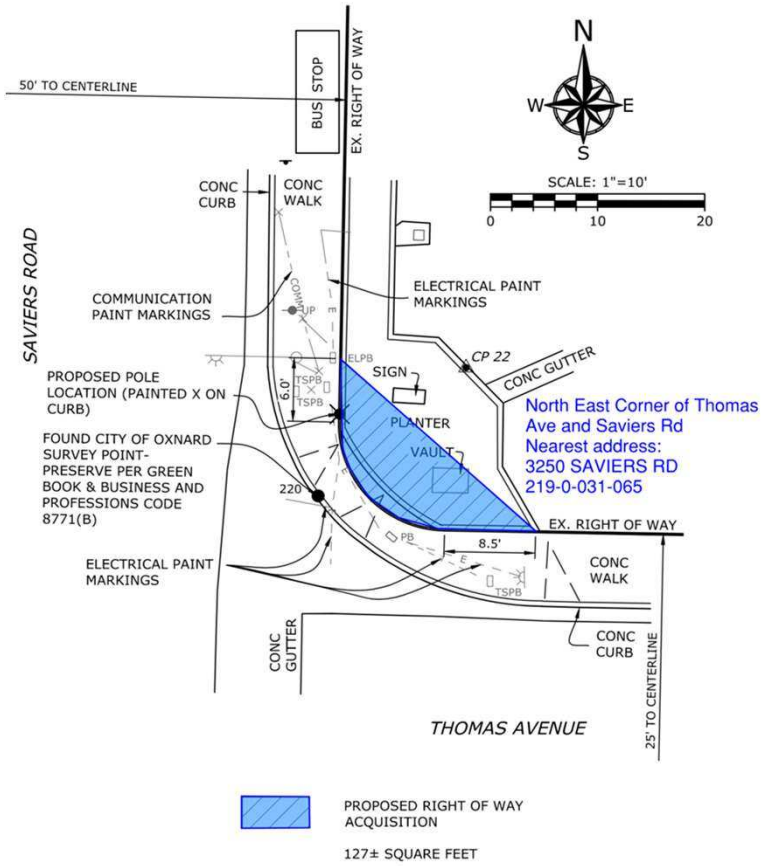
ATTACHMENTS

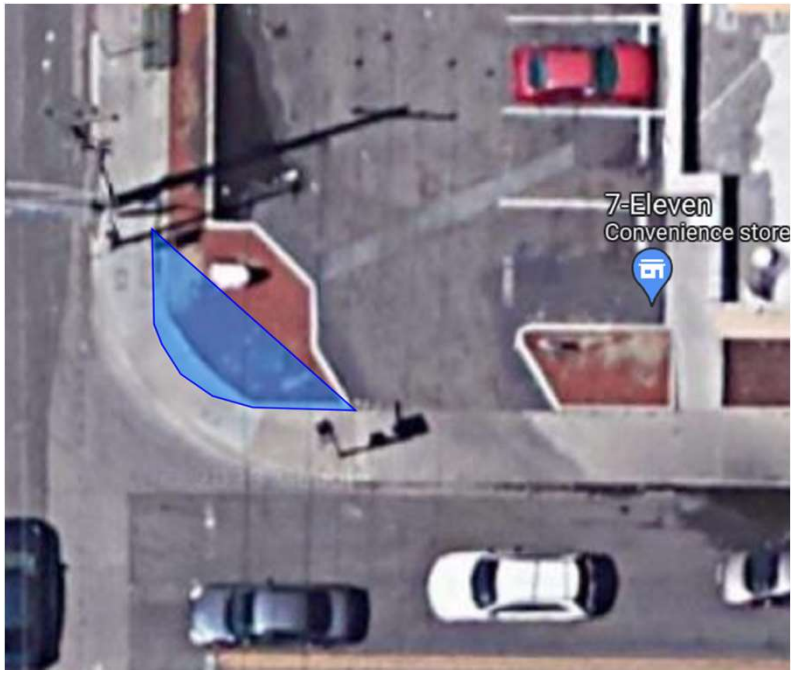
1. Location Map
2. ROW Agreement 32400369 - (219-0-031-065)
3. Easement Deed-Owner (219-0-031-065) A-8545
4. ROW Agreement 32400362-(222-0-102-010)
5. Easement Deed-(222-0-102-010) A-8546

OXNARD BOULEVARD & SAVIERS ROAD SIGNAL IMPROVEMENTS PROJECT (PW19-97)
EXHIBIT 1 - PROJECT LOCATION

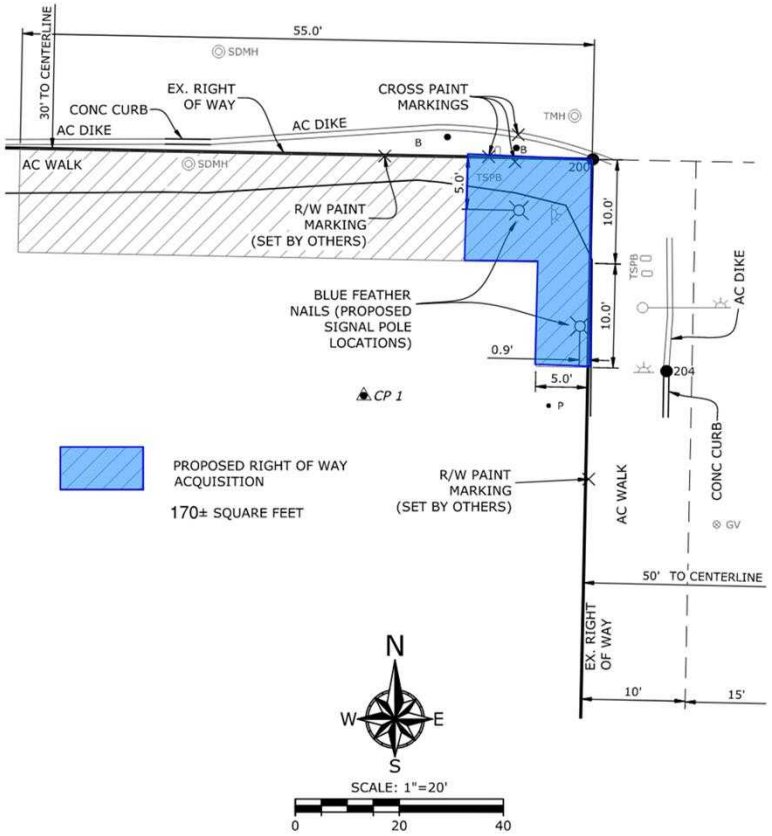


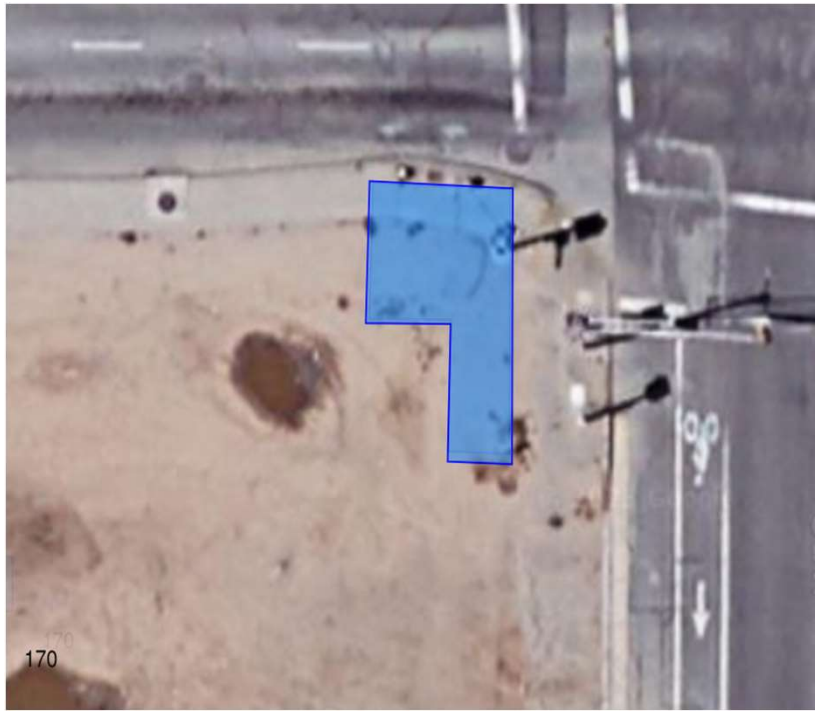
Northeast corner of Thomas Ave (Bryce Canyon) and Saviers Rd
219-0-031-065 Nearest Address is 3250 Saviers Rd





Southwest Corner of Pleasant Valley Rd and Saviers Rd, 222-0-102-010 (Pleasant Valley) nearest address 5111 Saviers Rd





ASSESSOR PARCEL NO.: 219-0-031-065
PROJECT: City of Oxnard – Saviers Rd Intersection Improvement Project
OWNER: Yong Duk and Soo Jung Lee

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Yong Duk Lee and Soo Jung Lee, husband and wife as joint tenants (hereinafter collectively called "Grantor"), and

The City of Oxnard (hereinafter called "City").

An instrument in the form of an Easement Deed ("Deed") covering the property rights particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **TEN THOUSAND DOLLARS ($10,000)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid to Grantor upon the close of escrow, to be handled by Escrow Officer Lisa Figgins of Fidelity National Title of Westlake Village, CA.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Ventura County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-

delinquent assessments which have become a lien as of the date of recordation of the Easement Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore any of Grantor's remaining real property impacted outside of the easement area to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical. The existing commercial "7-11" sign located at corner will be protected in place and remain in same location.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. LEASE INDEMNIFICATION - Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease on said Property held by tenant of Grantor.

B. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

C. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value

of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - This Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $10,000 issued by Fidelity National Title Company, 950 Hampshire Road, Westlake Village, CA 91361 showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;

3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Oxnard City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL

SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

GRANTOR:

DocuSigned by:
Yong Duk Lee _____ Date: 12/13/2023
C022BA7026D34BB...
Yong Duk Lee

DocuSigned by:
Soo Jung Lee _____ Date: 12/13/2023
C022BA7026D34BB...
Soo Jung Lee

GRANTOR'S MAILING ADDRESS:
Yong Duk and Soo Jung Lee
7212 Los Coyotes Place
Camarillo, CA 93012

CITY OF OXNARD

_____ Date: _____
Name:
Title: Mayor

MAILING ADDRESS OF CITY:
City of Oxnard
300 West Third Street
Oxnard, CA 93030

ATTEST:

_____ Date: _____
Name:
Title: City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Name:
Title: City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Name:
Title: Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____

Name:
Title: Public Works Director

_____ Date: _____

Name:
Title: City Engineer

APPROVED AS TO AMOUNT:

_____ Date: _____

Name:
Title: City Manager

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Oxnard
Attn: City Clerk
305 W. Third Street
Oxnard, CA 93030

Exempt from the $75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 219-0-031-065

EASEMENT DEED
(To the City of Oxnard)

For a valuable consideration, receipt of which is hereby acknowledged,

Yong Duk Lee and Soo Jung Lee, husband and wife as joint tenants (hereinafter referred to collectively as "Grantor"),

hereby grants to the

The City of Oxnard, its successors and assigns (hereinafter referred to as "Grantee"),

A Permanent Public Sidewalk Easement-- A Permanent Public Sidewalk Easement for the present and future construction, reconstruction, operation, repair, maintenance of a public sidewalk along with public utilities, and traffic signal poles and appurtenances, including but not limited to curbs, gutters, sidewalks, drainage, with such accessory parts and traffic signal structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Ventura, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

GRANTOR:

_____
Yong Duk Lee

_____
Soo Jung Lee

ACKNOWLEDGMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from Yong Duk Lee and Soo Jung Lee, husband and wife as joint tenants, to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273 , the City Council consents to recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20____.

CITY OF OXNARD, a municipal corporation

By_____
Name:
Title:

ATTEST:

By _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION

APN 219-0-031-065

That portion of Lot 1, as said Lot 1 is shown on the map of McMillan Manor Tract No. 2, in the City of Oxnard, County of Ventura, State of California, filed on May 6, 1949 in Book 15, Pages 98 and 99 of Miscellaneous Record (Maps) in the Office of the County Recorder of said County, more particularly described as follows:

Commencing at a point on the south line of said Lot 1, said point being the southeasterly end of a curve having a radius of 10 feet as shown on said map, thence along said south line South 88°53'34" East 8.50 feet to the **Point of Beginning**; thence, leaving said south line,

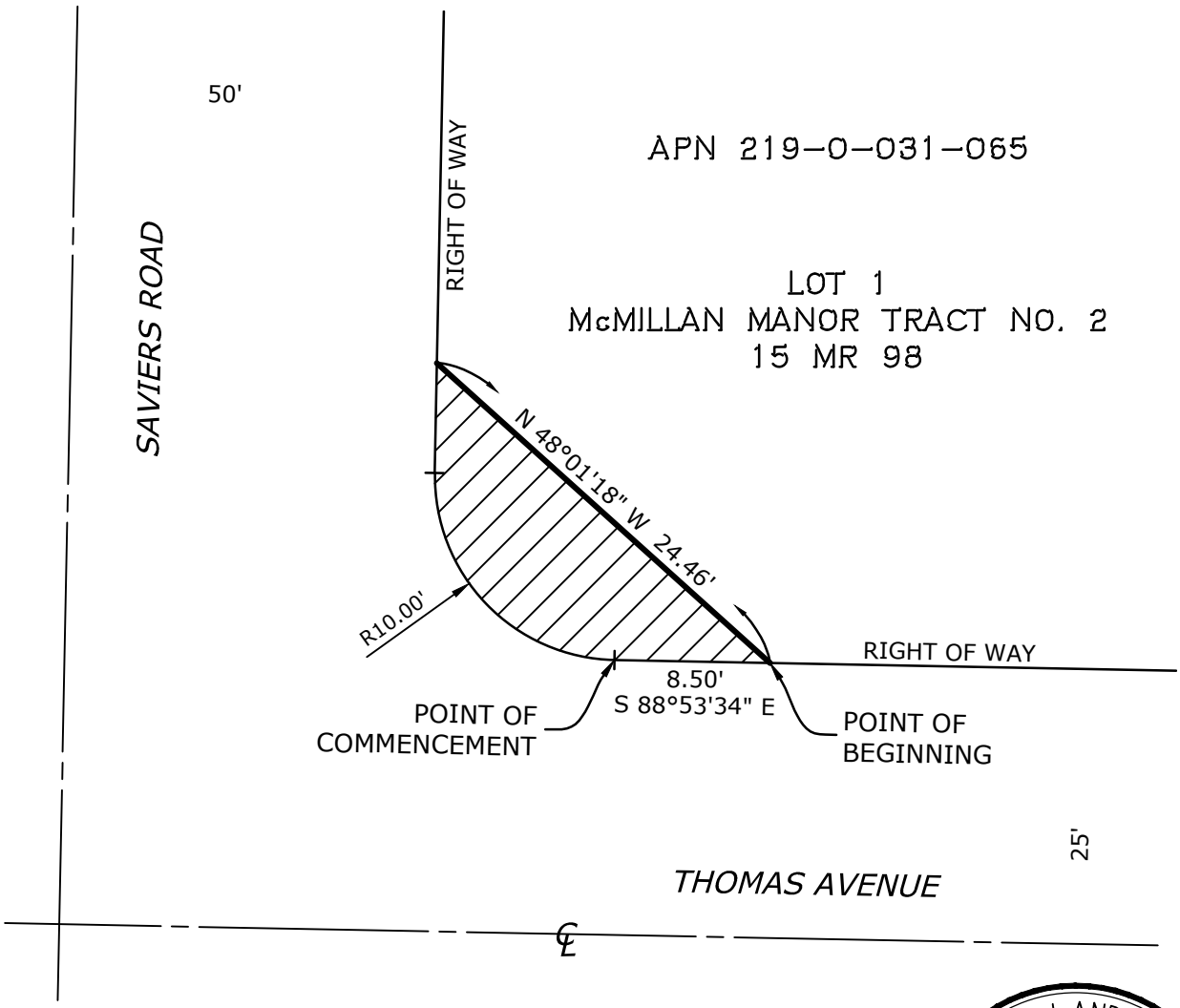
North 48°01'18" West 24.46 feet to the west line of said Lot 1.

Containing an area of 127 square feet, more or less.

7/13/2023

James P. Fallon, PLS 7807

PROFESSIONAL LAND SURVEYOR
JAMES P. FALLON
NO 7807
STATE OF CALIFORNIA



LEGEND

=EASEMENT AREA

AREA - 127 SQ.FT. ±

PROFESSIONAL LAND SURVEYOR
JAMES P. FALLON
NO 7807
STATE OF CALIFORNIA

7/13/2023

EXHIBIT B

OXNARD, CA

Encompass Consultant Group

N:\projects\0658\15 Saviers PVR ROW\geo\cad\0658-99ex03_saviers.dwg

ASSESSOR PARCEL NO.: 222-0-102-010
PROJECT: City of Oxnard – Pleasant Valley at Saviers Rd Intersection Improvement Project
OWNER: Jose Garay

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Jose Garay, a single man (hereinafter called "Grantor"), and

The City of Oxnard (hereinafter called "City").

An instrument in the form of an Easement Deed ("Deed") covering the property rights particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **EIGHT THOUSAND DOLLARS ($8,000)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid by City to Grantor within Ninety (90) Days of the effective date of this Agreement.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Ventura County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Easement Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore any of Grantor's remaining real property impacted outside of the easement area to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

B. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

C. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated

by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's sole option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $8,000 issued by a Title Company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;

2) Public utility easements and public rights of way;
3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. TITLE VI CIVIL RIGHTS ACT COMPLIANCE - The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

E. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Oxnard City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

G. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

H. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL

SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

I. EFFECTIVE DATE OF AGREEMENT—The effective date of this Agreement is 10/23/23, 2023.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Jose Garay, a single man

Jose Garay
Jose Garay

Date: 10/23/23

GRANTOR'S MAILING ADDRESS:
Jose Garay
280 W. Simpson Street
Ventura, CA 93001-1860

CITY OF OXNARD

By: _____, Mayor

Date: _____

MAILING ADDRESS OF CITY:
City of Oxnard
300 West Third Street
Oxnard, CA 93030

ATTEST:

By: _____, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

By: _____ Date: _____
Name:
Risk Manager

APPROVED AS TO CONTENT:

By: _____ Date: _____
Name:
Public Works Director

By: _____ Date: _____
Name:
City Engineer

APPROVED AS TO AMOUNT:

By: _____ Date: _____
Name:
City Manager

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Oxnard
Attn: City Clerk
305 W. Third Street
Oxnard, CA 93030

Exempt from the $75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 222-0-102-010

EASEMENT DEED
(To the City of Oxnard)

For a valuable consideration, receipt of which is hereby acknowledged,

Jose Garay, a single man (hereinafter referred to as "Grantor"),

hereby grants to the

The City of Oxnard, its successors and assigns (hereinafter referred to as "Grantee"),

A Permanent Public Sidewalk Easement for the present and future construction, reconstruction, operation, repair, maintenance of a public sidewalk along with public utilities, and traffic signal poles and appurtenances, including but not limited to curbs, gutters, sidewalks, drainage, with such accessory parts and traffic signal structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Ventura, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

GRANTOR:
Jose Garay, a single man

Jose Garay

Jose Garay

ACKNOWLEDGMENT

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

State of California
County of VENTURA

On 10/23/23 before me, JACK BERNARD SALINAS, Notary Public, personally appeared Jose Garay, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jack B. Salinas (Seal)

JACK BERNARD SALINAS
Notary Public - California
Ventura County
Commission # 2356025
My Comm. Expires May 24, 2025

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from Jose Garay, a single man, to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273 , the City Council consents to recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 20____.

CITY OF OXNARD, a municipal corporation

By_____
Name:
Title:

ATTEST:

By _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY EASEMENT

That portion of land in the City of Oxnard, County of Ventura, State of California, as said land is described in Instrument No. 20160523-00070974, recorded on May 23, 19, 2016 in the Office of the County Recorder of said County, more particularly described as follows:

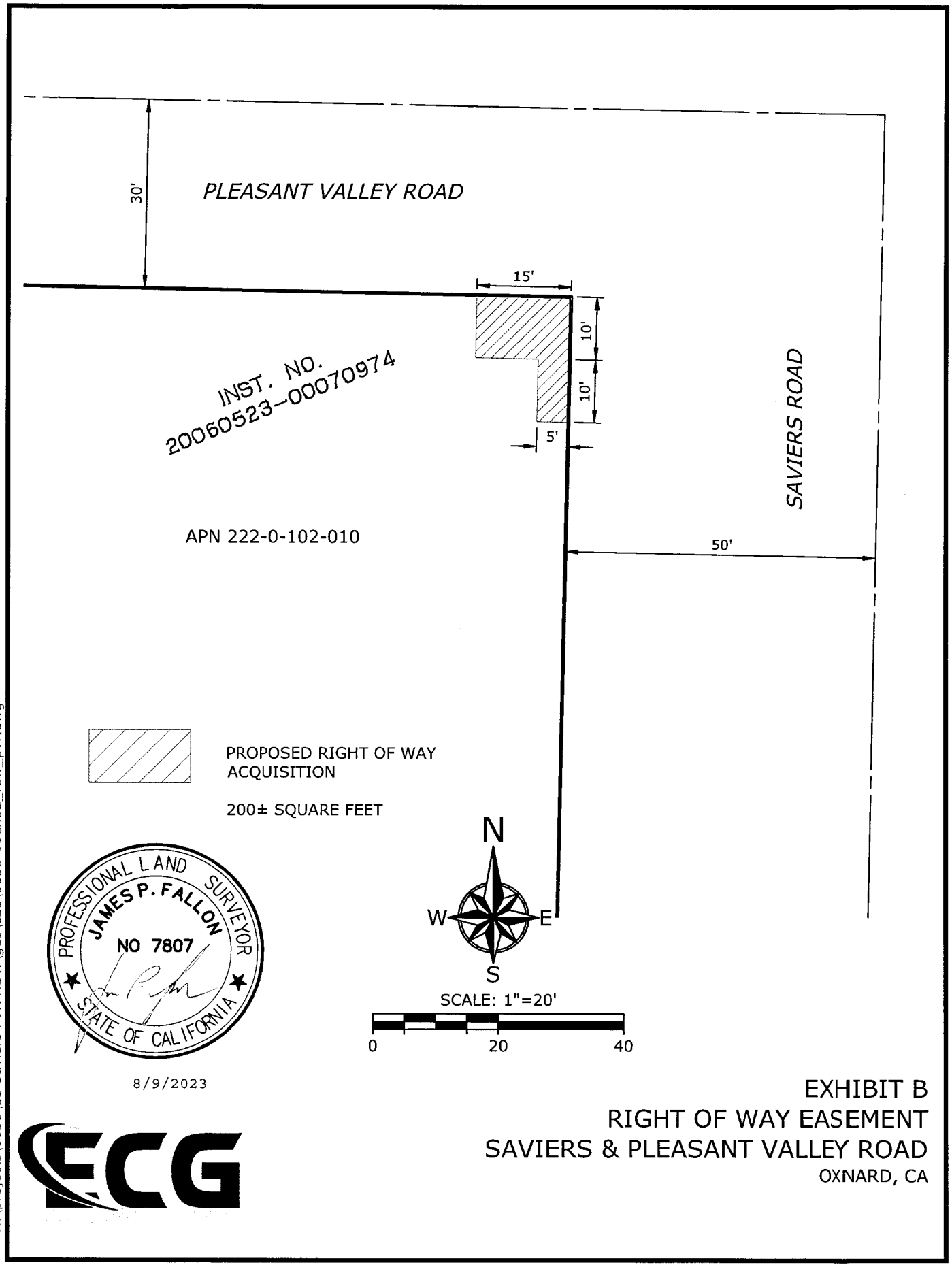
The easterly 15.00 feet of the northerly 10.00 feet, together with the easterly 5.00 feet of the southerly 10.00 feet of the northerly 20.00 feet of said land.

Containing an area of 200 square feet, more or less.

8/9/2023

James P. Fallon, PLS 7807

PROFESSIONAL LAND SURVEYOR
JAMES P. FALLON
NO 7807
STATE OF CALIFORNIA


PLEASANT VALLEY ROAD
30'
15'
10'
10'
5'
INST. NO.
20060523-00070974
SAVIERS ROAD
APN 222-0-102-010
50'
PROPOSED RIGHT OF WAY
ACQUISITION
200± SQUARE FEET
N
W
E
S
SCALE: 1"=20'
0
20
40
PROFESSIONAL LAND SURVEYOR
JAMES P. FALLON
NO 7807
STATE OF CALIFORNIA
8/9/2023
ECG
EXHIBIT B
RIGHT OF WAY EASEMENT
SAVIERS & PLEASANT VALLEY ROAD
OXNARD, CA
N:\projects\0658\15 Saviers PVR ROW\geo\cad\0658-99ex02_row_pvr.dwg

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Professional Services Agreement 32400346 with Huitt-Zollars, Inc. for the 4th Street Mobility Improvements and the Downtown Bus Stop Improvements Projects.

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Huitt-Zollars, Inc. in the amount of $772,053.47 for architectural and engineering design services for the 4th Street Mobility Improvements Project (C2204) and the Downtown Bus Stop Improvements Project (C2415); and
2. A budget appropriation of $175,834.83 from the available fund balance of the Circulation System Improvement Fees Fund 350 to the Downtown Bus Stop Improvements Project (C2415).

(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

The 4th Street Mobility Improvements objective is to promote and accommodate more pedestrians and bicyclists to access downtown Oxnard from surrounding neighborhoods and from the Oxnard Transit Center. The Project will extend from C Street to the Oxnard Transit Center along Meta Street to 6th Street and will include design and construction of sidewalks, curb extensions, American with Disabilities Act (ADA) improvements, traffic signal modifications, bike detection, class II on-street bike lanes, bike racks, benches, B Street transit hub improvements, resurfacing, drainage improvements, signage, and striping. This scope of work is funded through a California Transportation Commission (CTC) Active Transportation Program (ATP) grant. The public restroom improvements, noted in the 4th Street Mobility Improvements project's scope of work, will also be designed as part of this agreement, utilizing available funding from the Public Restroom Improvements Project (C2305).

The Downtown Oxnard Bus Stop Improvements objective is to improve bus stop amenities through the design and installation of bus shelters, benches, bike racks, lighting, and real-time arrival signs at 54 transit stops in downtown Oxnard. Transit stop locations were selected by Gold Coast Transit District.

The improvements described above are tied to a housing development, Central Terrace Apartments, which is under construction through Many Mansions, a non-profit affordable housing provider. The housing project includes 86 affordable rental units located at 6th and Meta Street. The City's transportation projects allowed Many Mansions to obtain $15M of housing infrastructure funding from the state Affordable Housing and Sustainable Communities (AHSC) program and $8M of AHSC funding for the construction phase of the transportation projects. There are deadlines associated with both the AHSC housing grant and the ATP transportation grant, necessitating the expediency of this design agreement.

Capital Improvement Program (CIP) Reference:

Project No. C2204 – 4th Street Mobility Improvements Project – Page 45; and **Project No. C2415** – Downtown Bus Stop Improvements Project - Page 53 - CIP 2022-2027 - Adopted May 3, 2022.

DISCUSSION

Since the projects are located in the downtown area, and in an effort to deliver the plans, specifications and estimates efficiently, the two projects are being designed together under one contract.

The specific work for the design phase includes developing a separate set of plans, specifications, and estimates for each project. The consultant is tasked with the following:

1. Project management including progress meetings, schedule, communications, coordination, quality assurance and quality control, and monthly invoicing.
2. Data gathering including site visits, preliminary investigations, permitting requirements, geotechnical investigation, and survey.
3. Public engagement including preparing presentations for up to three public meetings to convey the overall design concepts and seeking feedback.
4. Schematic design, including three design iterations prior to the final design.
5. Design development for construction bid-ready plans, specifications, and estimates.
6. Final design drawings.
7. Bid phase assistance.
8. Construction phase assistance.

The Purchasing Department published Request for Proposal (RFP) PW 24-04 for Engineering Services for 4th Street Mobility Improvements and Downtown Oxnard Bus Stop Improvements Project on July 27, 2023, with a proposal due date of August 31, 2023. RFP PW 24-04 received one (1) proposal with proposed fees from the following engineering firm:

Huitt-Zollars, Inc. $772,053.47

The proposal was reviewed by two staff members and a consultant consisting of the City's Assistant City Engineer, Development Manager with the City's Housing Department, and the City's on-call consultant project manager with m6 Consulting, Inc. The scoring criteria consisted of the proposer's relevant experience, responsiveness, technical competence, past record of similar work, capacity to complete the scope of work, and proposed cost. Staff have confirmed that Huitt-Zollars 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. Based upon the available information, research performed to date, and an interview with the firm, staff believes that Huitt-Zollars is capable of satisfactorily providing the necessary services and recommends awarding the professional services agreement.

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 Agreement 32400346 with Huitt-Zollars, Inc. for both the 4th Street Mobility Improvements Project and the Downtown Bus Stop Improvement Projects shall not exceed a total of $772,053.47.

The design cost for the portion associated with the 4th Street Mobility Improvements Project (C2204) is $504,158.64. C2204 has an available project budget appropriation for design, in the amount of $641,900 from the Transportation Grant State (Fund 210).

The portion associated with the restroom design is $92,060 and will be funded through the Public Restroom

Improvements project (C2305), which has an available project budget appropriation in the amount of $1,510,476 from the General Fund (101). Please note, that the grant funds for the design work awarded to the City are not eligible to be used on the restroom component. Therefore, the Public Restroom Improvements CIP project will be used for this part of the design.

There is a request for additional project budget appropriations of $175,834.83 from the available fund balance of the Circulation System Improvement Fee (Fund 350) for the design portion associated with the Downtown Bus Stop Improvement Project (C2415) to fully fund this agreement.

For Finance Use Only: Developer Impact Fees Fund - Circulation System Improvement (Fund 350 Org. 80401001 Obj. 59800), Capital Outlay Fund (Org. 3013102 Obj. 49300/53200) Project C2415;
State & Local Grants Fund (Og. 2101001 Obj. 59800), Capital Outlay Fund (Org. 3013102 Obj. 49300/53200) Project C2204; General Fund (Org. 1011001 Obj. 59800), Capital Outlay Fund (Org. 3013301 Obj. 49300/53200) Project C2305

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, Morgan Kessler, City Engineer

ATTACHMENTS

1. 32400346 Huitt-Zollars

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND HUITT-ZOLLARS, INC.

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Huitt-Zollars, Inc. ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is entered into as a result of the Master Agreement Administering Agency-State Agreement for State Funded Projects, Agreement No. 07-5129S21 and Program Supplement No. A051, attached hereto as Exhibit D and incorporated herein by this reference, for the 4th Street Mobility Improvements and Downtown Oxnard Bus Stop Improvements Project, (the "Project); and

WHEREAS, per item 1 in the Program Supplement No. A051, CONSULTANT shall adhere to any and all sections, items, attachment(s), and amendment(s) of the Master Agreement and Program Supplement in addition to the terms and conditions of this Agreement including Exhibit E, incorporated herein by this reference; and

WHEREAS, in the event of any conflict between the terms of this Agreement or any other incorporated document or attachment, and the Master Agreement and Program Supplement, the terms set forth in Exhibit E as required by the Program Supplement shall control; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the CITY desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, for 4th Street Mobility Improvements and Downtown Bus Stop Improvements

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

Design and engineering of mobility improvements along 4th Street from C Street, through Meta Street to 6th Street; and bus stop improvements at 53 locations in downtown Oxnard. All design work is required to be completed by March 2025.

Consultant will perform the following services:

Task 1: Program Management
Task 2: Data Gathering, Site Visit, and Preliminary Investigations
Task 3: Public Engagement
Task 4: Schematic Design
Task 5: Design Development
Task 6: Final PS&E

3. ON CALL AGREEMENT. This is not an “on call” or “as needed” service agreement.

4. PARTIES.

CITY of Oxnard (“CITY”), a general law and municipal corporation of the State of California, located at 305 West Third Street, Oxnard California 93030

Huitt-Zollars, Inc. (“CONSULTANT”), a corporation of the State of Texas, approved to perform business in California, located at 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360

5. TERM OF AGREEMENT: From: February 7, 2024 to June 30, 2027.

5.1 Time is of the essence in this Agreement.

5.2 This Agreement does not have any options to extend.

5.3 [Intentionally Omitted]

5.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

6. AGREEMENT AMOUNT NOT TO EXCEED: $772,053.47.

7. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Master Agreement and Program Supplement
Exhibit E: Caltrans Project Requirements
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy

8. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:
Name: Debbie O'Leary,
Division: Transportation & Mobility
Title: Interim Transportation Manager
Phone: 805-200-5283
Email: Debbie.Oleary@oxnard.org

CONSULTANT Designated Representative:
Name: Kevin Carter, PE
Division:
Title: Vice President/ Managing Principal
Phone: 805-418-1802 ext 11555
Email: kcarter@huitt-zollars.com

9. CONTRACTUAL PREREQUISITES.

9.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

9.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

9.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

9.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

9.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

10. CONSULTANT'S SERVICES.

10.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

10.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

11. COMPENSATION.

CITY will be receiving State and/or Federal grant funds. CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

12.1 Payment Request. 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. Invoices may be emailed to: **invoices@oxnard.org**.

12.2 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.

12.3 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 Subcontracted CONSULTANTs.

12.4 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.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 5.2 and 5.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 5.2, then this Agreement shall not be extended**.

14. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

16. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

17. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

19. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

19.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

19.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

19.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

19.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

19.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

19.7. No Warranty. 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.

20. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

22. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

24. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

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. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

25.2 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, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

25.3 The provisions of this Subsection 25.3 apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

25.3.1 Notwithstanding the provisions of Subsections 25.1 and 25.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

25.3.2 In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

25.4 The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 26, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

25.5 The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

25.6 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.

26. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

29. CONFLICT OF INTEREST

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY. This section is in addition to any conflict requirements stated in the Grant documents.

30. SUBCONTRACTING

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All

subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

31. [RESERVED]

32. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

33. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. 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; 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 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.

35. ADVERTISING AND PUBLICITY

CONSULTANT 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.

36. 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.

37. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

38. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

39. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent

necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

40. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

41. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

42. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

43. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

44. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

45. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

46. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 5 and upon signature of all Parties.

CITY OF OXNARD

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

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

HUITT-ZOLLARS, INC.

Kevin Carter, Vice President Date

John Anthony Sosebee,
Secretary and Sr. 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:
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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Debbie O'Leary, 805-200-5283, debbie.oleary@oxnard.org

The following is the Scope of Services as outlined in the Request for Proposal 24-04, which is supplemented by Huitt-Zollars Statement of Qualifications, dated August 31, 2023 with the amended Fee Proposal dated October 20, 2023 (revised 12/22/2023), which are included by reference.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard's Public Works Department and City Manager's Office (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 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.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log.
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 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 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 and 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 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 Investigations

The Consultant shall review and assess existing data and reports relative to the project and conduct all necessary site visits, investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including:

- The Consultant team should review the City's Cycle 5 ATP grant application (RFP Exhibit 6) as well as the AHSC Round 6 grant application (RFP Exhibit 7) and bring forth a proposal that best delivers the intent of the project (design).
- Regulatory/ code and permitting requirements.
- Geotechnical investigation, including soil analysis as needed
- Survey, mapping and utility investigation
- CEQA has been completed by the City and is not a part of this scope of work.

Task 3: Public Engagement

The consultant will perform all necessary work to conduct focused meetings and/or presentations and engagement that may include up to three (3) City-sponsored meetings with adjacent property owners and businesses with the goal of the consultant communicating the overall design concepts, providing the interested parties with specific details of street and landscape design, as well as documenting any feedback for reference of the City's Project Manager.

Task 4: Schematic Design

This phase of work will generate a refined site design for the project through an iterative process. With the information gathered during the data collection and community engagement process, create a design for the project, including, but not limited to:

1. Prepare design study alternatives for areas
2. Refine the concept to a final Schematic Design
    - Assume three (3) iterations total to get to final Schematic Design. One after each review meeting outlined in Task 3.
3. Preparation of Plans, Specifications and Details and Plant Materials List
4. Coordination with the City's Project Team for design development, review, and discussion (creative design workshops at schematic design phase with Project Team; at kickoff and 70% design)
5. Coordination with City staff stakeholders as needed for design development, review, and discussion
6. Amenity and building locations with architectural renderings
7. Planting locations and plant palettes for native and drought resistant landscaping
8. Identify irrigation needs, feasibility, and resources available
9. Lighting design fixture selection and location
10. Identify locations and feasibility of integration of stormwater infiltration/permeable pavement
11. Cost estimating

Deliverable

Schematic design package shall include one hard copy of schematic plans, renderings, and palettes along with electronic versions.

Task 5: Design Development

Upon Project Team approval and acceptance of the Schematic Design and cost, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Design Team will refine the selected Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process.

Tasks will include:

1. Develop the design to describe the character and construction method for all of the key construction and landscape elements
2. Detailed documentation of all elements within the scope of work, including full specifications. Upon City's approval of design development drawings and cost, Consultant will fully document all aspects of the design, including all relevant sections of technical specifications
3. Select key materials for site elements
4. Preparation of plans, specifications, details and outline specifications
5. Coordination of landscape design with civil engineering/ grading design and documentation
6. Coordination with the City's Project Team for design review and discussion
7. Cost estimating
8. Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to Project Manager
9. Perspectives, sketches, and renderings as necessary to indicate the architectural and landscaping character of the project and its relationship to the pedestrian level shall be discussed with the Project Team, and provided to the Project Manager
10. Samples of proposed vegetation and related elements shall be discussed with the Project Team and provided to the Project Manager
11. 100% Design Development Plans (70% Construction Documents)
12. 100% Design Development Details
13. 100% Design Development Outline Specifications
14. 100% Design Development Cost Estimate
15. Meetings with Project Team

Deliverable

Design development package shall include three (3) hardcopies of 24" x 36" plans and specifications along with electronic versions.

Task 6: Final PS&E

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 design development 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
- Architectural drawings and details
- Landscape architectural drawings and details
- Civil drawings and details (grading and public improvements)
- Complete Specifications
- Construction cost estimate
- Incorporation of all plan check comments from permitting authorities into the Final Design Submittal.

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 be considered the bid set. Tasks include:
   - Production of final architectural and engineering drawings
   - Production of final architectural and 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.

Final drawings shall be signed and sealed by a professional engineer and/or professional architect registered by the State of California. The Consultant shall provide three (3) sets of 11” x 17” drawings, three (3) sets of 24” x 36” drawings, four (4) sets of specifications, and an 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.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)

SCHEDULE OF COMPENSATION

See next page

Agreement No. 32400346

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

Bus Stop Portion of Project

BASIC SERVICES:	TASK # 1: Project Management			TASK # 2: Data Gathering, Site Visit and Preliminary Investigations			TASK #3: Public Engagement			TASK #4: Schematic Design			TASK #5: Design Development			TASK #6: Final PS&E			TASK #7&8: Bid & Construction Phase Services			TOTAL		
DISCIPLINE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS		RATE	HRS	FEE	RATE	HRS	FEE
Huitt-Zollars - Project Management																								
Principal in Charge	$ 325.00	8	$ 2,600.00	$ 325.00	0	$ -	$ 325.00	0	$ -	$ 325.00	2	$ 650.00	$ 325.00	2	$ 650.00	$ 325.00	2	$ 650.00	$ 325.00	0	$ -	325.00	14	$ 4,550.00
QA Manager	$ 250.00	12	$ 3,000.00	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	250.00	12	$ 3,000.00
Project Manager	$ 300.00	40	$ 12,000.00	$ 300.00	8	$ 2,400.00	$ 300.00	0	$ -	$ 300.00	8	$ 2,400.00	$ 300.00	8	$ 2,400.00	$ 300.00	8	$ 2,400.00	$ 300.00	0	$ -	300.00	72	$ 21,600.00
Sr. Project Support	$ 120.00	8	$ 960.00	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	8	$ 960.00	$ 120.00	4	$ 480.00	$ 120.00	0	$ -	120.00	20	$ 2,400.00
		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**$272.94**	**68**	**$ 18,560.00**	**$300.00**	**8**	**$ 2,400.00**	**#DIV/0!**	**0**	**$ -**	**$305.00**	**10**	**$ 3,050.00**	**$222.78**	**18**	**$ 4,010.00**	**$252.14**	**14**	**$ 3,530.00**	**#DIV/0!**	**0**	**$ -**	**267.37**	**118**	**$ 31,550.00**
Huitt-Zollars - Survey																								
Survey Manager	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	#DIV/0!	0	$ -
Senior Project Surveyor	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	#DIV/0!	0	$ -
Survey Crew (2 person)	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0		$ 305.00	0	$ -	$ 305.00	0		#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Huitt-Zollars - Civil																								
Sr. Civil Engineer	$ 240.00	40	$ 9,600.00	$ 240.00	20	$ 4,800.00	$ 240.00	0	$ -	$ 240.00	20	$ 4,800.00	$ 240.00	8	$ 1,920.00	$ 240.00	60	$ 14,400.00	$ 240.00	0	$ -	240.00	148	$ 35,520.00
Sr. Designer	$ 195.00	0	$ -	$ 195.00	40	$ 7,800.00	$ 195.00	0	$ -	$ 195.00	40	$ 7,800.00	$ 195.00	40	$ 7,800.00	$ 195.00	40	$ 7,800.00	$ 195.00	0	$ -	195.00	160	$ 31,200.00
EIT	$ 160.00	0	$ -	$ 160.00	40	$ 6,400.00	$ 160.00	0	$ -	$ 160.00	20	$ 3,200.00	$ 160.00	20	$ 3,200.00	$ 160.00	20	$ 3,200.00	$ 160.00	0	$ -	160.00	100	$ 16,000.00
Sr. Project Support	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	40	$ 4,800.00	$ 120.00	0	$ -	120.00	40	$ 4,800.00
Blended Rate / Subtotals	**240**	**40**	**$ 9,600.00**	**$190.00**	**100**	**$ 19,000.00**	**#DIV/0!**	**0**	**$ -**	**$197.50**	**80**	**$ 15,800.00**	**$190.00**	**68**	**$ 12,920.00**	**$188.75**	**160**	**$ 30,200.00**	**#DIV/0!**	**0**	**$ -**	**195.36**	**448**	**$ 87,520.00**
Huitt-Zollars - Architecture																								
Project Architect	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	#DIV/0!	0	$ -
Architect Inter 1	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	#DIV/0!	0	$ -
Architect Intern 2	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	#DIV/0!	0	$ -
Designer	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	#DIV/0!	0	$ -
Sr. Structural Engineer	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Huitt-Zollars - Lanscape Architecture																								
Sr. Landscape Architect	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	#DIV/0!	0	$ -
Landscape Architect	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	#DIV/0!	0	$ -
Landscape Architect Intern	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	#DIV/0!	0	$ -
Sr. CADD Technician	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Cotton Shires Assoc - Geotechnical																								
Principal Professional		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Associate Professional		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Project Professional		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Technical Assistant		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Fehr & Peers - Traffic, Lighting, Engagement																								
Principal	$ 208.56	0		$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	24	$ 5,005.44	$ 208.56	0	$ -	208.56	24	$ 5,005.44
Project Manager	$ 129.48	0		$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	56	$ 7,250.88	$ 129.48	0	$ -	129.48	56	$ 7,250.88
Outreach Lead	$ 211.28	0		$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	#DIV/0!	0	$ -
Design Support	$ 181.28	0		$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	40	$ 7,251.20	$ 181.28	0	$ -	181.28	40	$ 7,251.20
Drafter	$ 114.09	0		$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	132	$ 15,059.88	$ 114.09	0	$ -	114.09	132	$ 15,059.88
Planner	$ 106.32	0		$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	6	$ 637.92	$ 106.32	0	$ -	106.32	6	$ 637.92
Admin	$ 133.59	0		$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	20	$ 2,671.80	$ 133.59	0	$ -	133.59	20	$ 2,671.80
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**$136.25**	**278**	**$ 37,877.12**	**#DIV/0!**	**0**	**$ -**	**136.25**	**278**	**$ 37,877.12**
SUB-TOTAL BASIC SERVICES	**$ 260.74**	**108**	**$ 28,160.00**	**$ 198.15**	**108**	**$ 21,400.00**	**#DIV/0!**	**0**	**$ -**	**$ 209.44**	**90**	**$ 18,850.00**	**$ 196.86**	**86**	**$ 16,930.00**	**$ 158.42**	**452**	**$ 71,607.12**	**#DIV/0!**	**0**	**$ -**	**$ 185.96**	**844**	**$ 156,947.12**
BASIC SERVICES % TOTAL FEE		**13%**	**18%**		**13%**	**14%**		**0%**	**0%**		**11%**	**12%**		**10%**	**11%**		**54%**	**46%**		**0%**	**0%**		**100%**	**100%**
GRAND TOTAL	**$ 260.74**	**108**	**$ 28,160.00**	**$ 198.15**	**108**	**$ 21,400.00**	**#DIV/0!**	**0**	**$ -**	**$ 209.44**	**90**	**$ 18,850.00**							**#DIV/0!**	**0**	**$ -**	**$ 185.96**	**844**	**$ 156,947.12**
% TOTAL		**13%**	**18%**		**13%**	**14%**		**0%**	**0%**		**11%**	**12%**								**0%**	**0%**		**100%**	**100%**

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

Bus Stop Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE	
Huitt-Zollars - Project Management		$ 291.91	$ 31,550.00	$ -	$ 100.00	$ 3,400.00	$ 35,050.00
Huitt-Zollars - Survey		$ 266.54	$ -	$ -	$ -	$ -	$ -
Huitt-Zollars - Civil		$ 189.83	$ 87,520.00	$ 100.00	$ 500.00	$ 11,000.00	$ 99,120.00
Huitt-Zollars - Architecture		#DIV/0!	$ -	$ -	$ -	$ -	$ -
Huitt-Zollars - Lanscape Architecture		$ 155.45	$ -	$ -	$ -	$ -	$ -
Cotton Shires Assoc - Geotechnical		$ -	$ -	$ -	$ -	$ -	$ -
Fehr & Peers - Traffic, Lighting, Engagement		$ 141.27	$ 37,877.12	$ -	$ -	$ 3,787.71	$ 41,664.83
SUB-TOTAL BASIC SERVICES			**$ 156,947.12**	**$ 100.00**	**$ 600.00**	**$ 18,187.71**	**$ 175,834.83**
BASIC SERVICES % TOTAL FEE			**89%**	**0%**	**0%**	**10%**	**100%**
GRAND TOTAL			**$ 156,947.12**	**$ 100**	**$ 600**	**$ 18,188**	**$ 175,834.83**
% TOTAL			**89%**	**0%**	**0%**	**10%**	**100%**

Agreement No. 32400346

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

4th Street Portion of Project

BASIC SERVICES:	TASK # 1: Project Management			TASK # 2: Data Gathering, Site Visit and Preliminary Investigations			TASK #3: Public Engagement			TASK #4: Schematic Design			TASK #5: Design Development			TASK #6: Final PS&E			TASK #7&8: Bid & Construction Phase Services			TOTAL		
DISCIPLINE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS		RATE	HRS	FEE	RATE	HRS	FEE
Huitt-Zollars - Project Management																								
Principal in Charge	$ 325.00	8	$ 2,600.00	$ 325.00	4	$ 1,300.00	$ 325.00	4	$ 1,300.00	$ 325.00	4	$ 1,300.00	$ 325.00	4	$ 1,300.00	$ 325.00	2	$ 650.00	$ 325.00	0	$ -	325.00	26	$ 8,450.00
QA Manager	$ 250.00	24	$ 6,000.00	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	250.00	24	$ 6,000.00
Project Manager	$ 300.00	80	$ 24,000.00	$ 300.00	20	$ 6,000.00	$ 300.00	24	$ 7,200.00	$ 300.00	16	$ 4,800.00	$ 300.00	32	$ 9,600.00	$ 300.00	16	$ 4,800.00	$ 300.00	0	$ -	300.00	188	$ 56,400.00
Sr. Project Support	$ 120.00	4	$ 480.00	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	4	$ 480.00	$ 120.00	0	$ -	120.00	8	$ 960.00
		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**$285.17**	**116**	**$ 33,080.00**	**$304.17**	**24**	**$ 7,300.00**	**$303.57**	**28**	**$ 8,500.00**	**$305.00**	**20**	**$ 6,100.00**	**$302.78**	**36**	**$ 10,900.00**	**$269.55**	**22**	**$ 5,930.00**	**#DIV/0!**	**0**	**$ -**	**291.91**	**246**	**$ 71,810.00**
Huitt-Zollars - Survey																								
Survey Manager	$ 280.00		$ -	$ 280.00	24	$ 6,720.00	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00		$ -	$ 280.00	0	$ -	280.00	24	$ 6,720.00
Senior Project Surveyor	$ 220.00		$ -	$ 220.00	40	$ 8,800.00	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00		$ -	$ 220.00	0	$ -	220.00	40	$ 8,800.00
Survey Crew (2 person)	$ 305.00		$ -	$ 305.00	40	$ 12,200.00	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0		$ 305.00		$ -	$ 305.00	0			40	$ 12,200.00
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**$266.54**	**104**	**$ 27,720.00**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**266.54**	**104**	**$ 27,720.00**
Huitt-Zollars - Civil																								
Sr. Civil Engineer	$ 240.00	20	$ 4,800.00	$ 240.00	20	$ 4,800.00	$ 240.00	40	$ 9,600.00	$ 240.00	24	$ 5,760.00	$ 240.00	24	$ 5,760.00	$ 240.00	24	$ 5,760.00	$ 240.00	0	$ -	240.00	152	$ 36,480.00
Sr. Designer	$ 195.00	0	$ -	$ 195.00	40	$ 7,800.00	$ 195.00	40	$ 7,800.00	$ 195.00	40	$ 7,800.00	$ 195.00	60	$ 11,700.00	$ 195.00	40	$ 7,800.00	$ 195.00	0	$ -	195.00	220	$ 42,900.00
EIT	$ 160.00	0	$ -	$ 160.00	20	$ 3,200.00	$ 160.00	12	$ 1,920.00	$ 160.00	40	$ 6,400.00	$ 160.00	60	$ 9,600.00	$ 160.00	40	$ 6,400.00	$ 160.00	0	$ -	160.00	172	$ 27,520.00
Sr. Project Support	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	12	$ 1,440.00	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	40	$ 4,800.00	$ 120.00	0	$ -	120.00	52	$ 6,240.00
Blended Rate / Subtotals	**240**	**20**	**$ 4,800.00**	**$197.50**	**80**	**$ 15,800.00**	**$199.62**	**104**	**$ 20,760.00**	**$191.92**	**104**	**$ 19,960.00**	**$187.92**	**144**	**$ 27,060.00**	**$171.94**	**144**	**$ 24,760.00**	**#DIV/0!**	**0**	**$ -**	**189.83**	**596**	**$ 113,140.00**
Huitt-Zollars - Architecture																								
Project Architect	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	$ 215.00	0	$ -	#DIV/0!	0	$ -
Architect Inter 1	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	$ 175.00	0	$ -	#DIV/0!	0	$ -
Architect Intern 2	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	#DIV/0!	0	$ -
Designer	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	#DIV/0!	0	$ -
Sr. Structural Engineer	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Huitt-Zollars - Lanscape Architecture																								
Sr. Landscape Architect	$ 225.00	8	$ 1,800.00	$ 225.00	8	$ 1,800.00	$ 225.00	4	$ 900.00	$ 225.00	40	$ 9,000.00	$ 225.00	40	$ 9,000.00	$ 225.00	24	$ 5,400.00	$ 225.00	0	$ -	225.00	124	$ 27,900.00
Landscape Architect	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	64	$ 10,240.00	$ 160.00	80	$ 12,800.00	$ 160.00	40	$ 6,400.00	$ 160.00	0	$ -	160.00	184	$ 29,440.00
Landscape Architect Intern	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	8	$ 960.00	$ 120.00	40	$ 4,800.00	$ 120.00	80	$ 9,600.00	$ 120.00	80	$ 9,600.00	$ 120.00	0	$ -	120.00	208	$ 24,960.00
Sr. CADD Technician	$ 145.00	0	$ -	$ 145.00	8	$ 1,160.00	$ 145.00	8	$ 1,160.00	$ 145.00	64	$ 9,280.00	$ 145.00	40	$ 5,800.00	$ 145.00	80	$ 11,600.00	$ 145.00	0	$ -	145.00	200	$ 29,000.00
Blended Rate / Subtotals	**$225.00**	**8**	**$ 1,800.00**	**$185.00**	**16**	**$ 2,960.00**	**$151.00**	**20**	**$ 3,020.00**	**$160.19**	**208**	**$ 33,320.00**	**$155.00**	**240**	**$ 37,200.00**	**$147.32**	**224**	**$ 33,000.00**	**#DIV/0!**	**0**	**$ -**	**155.45**	**716**	**$ 111,300.00**
Cotton Shires Assoc - Geotechnical																								
Principal Professional			$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Associate Professional			$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Project Professional			$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Technical Assistant			$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Fehr & Peers - Traffic, Lighting, Engagement																								
Principal	$ 208.56			$ 208.56	0	$ -	$ 208.56	1	$ 208.56	$ 208.56	20	$ 4,171.20	$ 208.56	26	$ 5,422.56	$ 208.56	40	$ 8,342.40	$ 208.56	0	$ -	208.56	87	$ 18,144.72
Project Manager	$ 129.48			$ 129.48	24	$ 3,107.52	$ 129.48	26	$ 3,366.48	$ 129.48	38	$ 4,920.24	$ 129.48	46	$ 5,956.08	$ 129.48	68	$ 8,804.64	$ 129.48	0	$ -	129.48	202	$ 26,154.96
Outreach Lead	$ 211.28			$ 211.28	0	$ -	$ 211.28	22	$ 4,648.16	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	211.28	22	$ 4,648.16
Design Support	$ 181.28			$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	16	$ 2,900.48	$ 181.28	30	$ 5,438.40	$ 181.28	50	$ 9,064.00	$ 181.28	0	$ -	181.28	96	$ 17,402.88
Drafter	$ 114.09			$ 114.09	24	$ 2,738.16	$ 114.09	0	$ -	$ 114.09	46	$ 5,248.14	$ 114.09	38	$ 4,335.42	$ 114.09	154	$ 17,569.86	$ 114.09	0	$ -	114.09	262	$ 29,891.58
Planner	$ 106.32			$ 106.32	0	$ -	$ 106.32	24	$ 2,551.68	$ 106.32	4	$ 425.28	$ 106.32	0	$ -	$ 106.32	8	$ 850.56	$ 106.32	0	$ -	106.32	36	$ 3,827.52
Admin	$ 133.59			$ 133.59	0	$ -	$ 133.59	7	$ 935.13	$ 133.59	11	$ 1,469.49	$ 133.59	15	$ 2,003.85	$ 133.59	29	$ 3,874.11	$ 133.59	0	$ -	133.59	62	$ 8,282.58
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**$121.79**	**48**	**$ 5,845.68**	**$146.38**	**80**	**$ 11,710.01**	**$141.74**	**135**	**$ 19,134.83**	**$149.40**	**155**	**$ 23,156.31**	**$138.98**	**349**	**$ 48,505.57**	**#DIV/0!**	**0**	**$ -**	**141.27**	**767**	**$ 108,352.40**
SUB-TOTAL BASIC SERVICES	**$ 275.56**	**144**	**$ 39,680.00**	**$ 219.21**	**272**	**$ 59,625.68**	**$ 189.61**	**232**	**$ 43,990.01**	**$ 168.13**	**467**	**$ 78,514.83**	**$ 170.98**	**575**	**$ 98,316.31**	**$ 151.82**	**739**	**$ 112,195.57**	**#DIV/0!**	**0**	**$ -**	**$ 177.98**	**2,429**	**$ 432,322.40**
BASIC SERVICES % TOTAL FEE		**6%**	**9%**		**11%**	**14%**		**10%**	**10%**		**19%**	**18%**		**24%**	**23%**		**30%**	**26%**		**0%**	**0%**		**100%**	**100%**
GRAND TOTAL	**$ 275.56**	**144**	**$ 39,680.00**	**$ 219.21**	**272**	**$ 59,625.68**	**$ 189.61**	**232**	**$ 43,990.01**	**$ 168.13**	**467**	**$ 78,514.83**							**#DIV/0!**	**0**	**$ -**	**$ 177.98**	**2,429**	**$ 432,322.40**
% TOTAL		**6%**	**9%**		**11%**	**14%**		**10%**	**10%**		**19%**	**18%**								**0%**	**0%**		**100%**	**100%**

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

4th Street Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE (See Total Proj Sum)	
Huitt-Zollars - Project Management		$ 291.91	$ 71,810.00	$ -	$ 100.00	$ 10,500.00	$ 82,410.00
Huitt-Zollars - Survey		$ 266.54	$ 27,720.00	$ -	$ 100.00	$ 3,350.00	$ 31,170.00
Huitt-Zollars - Civil		$ 189.83	$ 113,140.00	$ 1,400.00	$ 250.00	$ 13,750.00	$ 128,540.00
Huitt-Zollars - Architecture		#DIV/0!	$ -	$ -	$ -	$ -	$ -
Huitt-Zollars - Lanscape Architecture		$ 155.45	$ 111,300.00	$ 750.00	$ -	$ 13,200.00	$ 125,250.00
Cotton Shires Assoc - Geotechnical		$ -	$ 17,600.00	$ -	$ -	$ -	$ 17,600.00
Fehr & Peers - Traffic, Lighting, Engagement		$ 141.27	$ 108,352.40	$ -	$ -	$ 10,836.24	$ 119,188.64
SUB-TOTAL BASIC SERVICES			**$ 449,922.40**	**$ 2,150.00**	**$ 450.00**	**$ 51,636.24**	**$ 504,158.64**
BASIC SERVICES % TOTAL FEE			**89%**	**0%**	**0%**	**10%**	**100%**
GRAND TOTAL			**$ 449,922.40**	**$ 2,150**	**$ 450**	**$ 51,636**	**$ 504,158.64**
% TOTAL			**89%**	**0%**	**0%**	**10%**	**100%**

Agreement No. 32400346

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

Restroom Portion of Project

BASIC SERVICES:	TASK # 1: Project Management			TASK # 2: Data Gathering, Site Visit and Preliminary Investigations			TASK #3: Public Engagement			TASK #4: Schematic Design			TASK #5: Design Development			TASK #6: Final PS&E			TASK #7&8: Bid & Construction Phase Services			TOTAL		
DISCIPLINE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS		RATE	HRS	FEE	RATE	HRS	FEE
Huitt-Zollars - Project Management																								
Principal in Charge	$ 325.00	4	$ 1,300.00	$ 325.00	0	$ -	$ 325.00	0	$ -	$ 325.00	0	$ -	$ 325.00	0	$ -	$ 325.00	0	$ -	$ 325.00	0	$ -	325.00	4	$ 1,300.00
QA Manager	$ 250.00	4	$ 1,000.00	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	$ 250.00	0	$ -	250.00	4	$ 1,000.00
Project Manager	$ 300.00	4	$ 1,200.00	$ 300.00	4	$ 1,200.00	$ 300.00	4	$ 1,200.00	$ 300.00	4	$ 1,200.00	$ 300.00	4	$ 1,200.00	$ 300.00	4	$ 1,200.00	$ 300.00	0	$ -	300.00	24	$ 7,200.00
Sr. Project Support	$ 120.00	2	$ 240.00	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	120.00	2	$ 240.00
		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**$267.14**	**14**	**$ 3,740.00**	**$300.00**	**4**	**$ 1,200.00**	**$300.00**	**4**	**$ 1,200.00**	**$300.00**	**4**	**$ 1,200.00**	**$300.00**	**4**	**$ 1,200.00**	**$300.00**	**4**	**$ 1,200.00**	**#DIV/0!**	**0**	**$ -**	**286.47**	**34**	**$ 9,740.00**
Huitt-Zollars - Survey																								
Survey Manager	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	$ 280.00	0	$ -	#DIV/0!	0	$ -
Senior Project Surveyor	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	$ 220.00	0	$ -	#DIV/0!	0	$ -
Survey Crew (2 person)	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0	$ -	$ 305.00	0		$ 305.00	0	$ -	$ 305.00	0			0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Huitt-Zollars - Civil																								
Sr. Civil Engineer	$ 240.00	4	$ 960.00	$ 240.00	2	$ 480.00	$ 240.00	0	$ -	$ 240.00	2	$ 480.00	$ 240.00	2	$ 480.00	$ 240.00	4	$ 960.00	$ 240.00	0	$ -	240.00	14	$ 3,360.00
Sr. Designer	$ 195.00	0	$ -	$ 195.00	4	$ 780.00	$ 195.00	0	$ -	$ 195.00	4	$ 780.00	$ 195.00	4	$ 780.00	$ 195.00	4	$ 780.00	$ 195.00	0	$ -	195.00	16	$ 3,120.00
EIT	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	#DIV/0!	0	$ -
Sr. Project Support	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	2	$ 240.00	$ 120.00	0	$ -	120.00	2	$ 240.00
Blended Rate / Subtotals	**240**	**4**	**$ 960.00**	**$210.00**	**6**	**$ 1,260.00**	**#DIV/0!**	**0**	**$ -**	**$210.00**	**6**	**$ 1,260.00**	**$210.00**	**6**	**$ 1,260.00**	**$198.00**	**10**	**$ 1,980.00**	**#DIV/0!**	**0**	**$ -**	**210.00**	**32**	**$ 6,720.00**
Huitt-Zollars - Architecture																								
Project Architect	$ 215.00	8	$ 1,720.00	$ 215.00	2	$ 430.00	$ 215.00	4	$ 860.00	$ 215.00	4	$ 860.00	$ 215.00	40	$ 8,600.00	$ 215.00	20	$ 4,300.00	$ 215.00	0	$ -	215.00	78	$ 16,770.00
Architect Inter 1	$ 175.00	0	$ -	$ 175.00	8	$ 1,400.00	$ 175.00	0	$ -	$ 175.00	4	$ 700.00	$ 175.00	40	$ 7,000.00	$ 175.00	20	$ 3,500.00	$ 175.00	0	$ -	175.00	72	$ 12,600.00
Architect Intern 2	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	0	$ -	$ 135.00	4	$ 540.00	$ 135.00	20	$ 2,700.00	$ 135.00	40	$ 5,400.00	$ 135.00	0	$ -	135.00	64	$ 8,640.00
Designer	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	8	$ 1,280.00	$ 160.00	20	$ 3,200.00	$ 160.00	20	$ 3,200.00	$ 160.00	0	$ -	160.00	48	$ 7,680.00
Sr. Structural Engineer	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	0	$ -	$ 270.00	8	$ 2,160.00	$ 270.00	20	$ 5,400.00	$ 270.00	20	$ 5,400.00	$ 270.00	0	$ -	270.00	48	$ 12,960.00
Blended Rate / Subtotals	**$ 215.00**	**8**	**$ 1,720.00**	**$183.00**	**10**	**$ 1,830.00**	**$215.00**	**4**	**$ 860.00**	**$197.86**	**28**	**$ 5,540.00**	**$192.14**	**140**	**$ 26,900.00**	**$181.67**	**120**	**$ 21,800.00**	**#DIV/0!**	**0**	**$ -**	**189.19**	**310**	**$ 58,650.00**
Huitt-Zollars - Lanscape Architecture																								
Sr. Landscape Architect	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	$ 225.00	0	$ -	#DIV/0!	0	$ -
Landscape Architect	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	$ 160.00	0	$ -	#DIV/0!	0	$ -
Landscape Architect Intern	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	$ 120.00	0	$ -	#DIV/0!	0	$ -
Sr. CADD Technician	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	$ 145.00	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Cotton Shires Assoc - Geotechnical																								
Principal Professional		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Associate Professional		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Project Professional		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Technical Assistant		0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
Fehr & Peers - Traffic, Lighting, Engagement																								
Principal	$ 208.56	0		$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	0	$ -	$ 208.56	0	$ -	#DIV/0!	0	$ -
Project Manager	$ 129.48	0		$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	0	$ -	$ 129.48	0	$ -	#DIV/0!	0	$ -
Outreach Lead	$ 211.28	0		$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	$ 211.28	0	$ -	#DIV/0!	0	$ -
Design Support	$ 181.28	0		$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	0	$ -	$ 181.28	0	$ -	#DIV/0!	0	$ -
Drafter	$ 114.09	0		$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	0	$ -	$ 114.09	0	$ -	#DIV/0!	0	$ -
Planner	$ 106.32	0		$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	0	$ -	$ 106.32	0	$ -	#DIV/0!	0	$ -
Admin	$ 133.59	0		$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	0	$ -	$ 133.59	0	$ -	#DIV/0!	0	$ -
Blended Rate / Subtotals	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**	**#DIV/0!**	**0**	**$ -**
SUB-TOTAL BASIC SERVICES	**$ 246.92**	**26**	**$ 6,420.00**	**$ 214.50**	**20**	**$ 4,290.00**	**$ 257.50**	**8**	**$ 2,060.00**	**$ 210.53**	**38**	**$ 8,000.00**	**$ 195.73**	**150**	**$ 29,360.00**	**$ 186.42**	**134**	**$ 24,980.00**	**#DIV/0!**	**0**	**$ -**	**$ 199.76**	**376**	**$ 75,110.00**
BASIC SERVICES % TOTAL FEE		**7%**	**9%**		**5%**	**6%**		**2%**	**3%**		**10%**	**11%**		**40%**	**39%**		**36%**	**33%**		**0%**	**0%**		**100%**	**100%**
GRAND TOTAL	**$ 246.92**	**26**	**$ 6,420.00**	**$ 214.50**	**20**	**$ 4,290.00**	**$ 257.50**	**8**	**$ 2,060.00**	**$ 210.53**	**38**	**$ 8,000.00**							**#DIV/0!**	**0**	**$ -**	**$ 199.76**	**376**	**$ 75,110.00**
% TOTAL		**7%**	**9%**		**5%**	**6%**		**2%**	**3%**		**10%**	**11%**								**0%**	**0%**		**100%**	**100%**

Restroom Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE (See Total Proj Sum)	
Huitt-Zollars - Project Management		$ 291.91	$ 9,740.00	$ -	$ -	$ 1,100.00	$ 10,840.00
Huitt-Zollars - Survey		$ 266.54	$ -	$ -	$ -	$ -	$ -
Huitt-Zollars - Civil		$ 189.83	$ 6,720.00	$ -	$ -	$ 7,750.00	$ 14,470.00
Huitt-Zollars - Architecture		$ 189.19	$ 58,650.00	$ 500.00	$ 400.00	$ 7,200.00	$ 66,750.00
Huitt-Zollars - Lanscape Architecture		$ 155.45	$ -	$ -	$ -	$ -	$ -
Cotton Shires Assoc - Geotechnical		$ -	$ -	$ -	$ -	$ -	$ -
Fehr & Peers - Traffic, Lighting, Engagement		$ 141.27	$ -	$ -	$ -	$ -	$ -
SUB-TOTAL BASIC SERVICES			**$ -**	**$ 500.00**	**$ 400.00**	**$ 16,050.00**	**$ 92,060.00**
BASIC SERVICES % TOTAL FEE			**0%**	**1%**	**0%**	**17%**	**100%**
GRAND TOTAL			**$ -**	**$ 500**	**$ 400**	**$ 16,050**	**$ 92,060.00**
% TOTAL			**0%**	**1%**	**0%**	**17%**	**100%**

TOTAL PROJECT SUMMARY

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE	
Huitt-Zollars - Project Management		$ 291.91	$ 113,100.00	$ -	$ 200.00	$ 15,000.00	$ 128,300.00
Huitt-Zollars - Survey		$ 266.54	$ 27,720.00	$ -	$ 100.00	$ 3,350.00	$ 31,170.00
Huitt-Zollars - Civil		$ 189.83	$ 207,380.00	$ 1,500.00	$ 750.00	$ 32,500.00	$ 242,130.00
Huitt-Zollars - Architecture		#DIV/0!	$ 58,650.00	$ 500.00	$ 400.00	$ 7,200.00	$ 66,750.00
Huitt-Zollars - Lanscape Architecture		$ 155.45	$ 111,300.00	$ 750.00	$ -	$ 13,200.00	$ 125,250.00
Cotton Shires Assoc - Geotechnical		$ -	$ 17,600.00	$ -	$ -	$ -	$ 17,600.00
Fehr & Peers - Traffic, Lighting, Engagement		$ 141.27	$ 146,229.52	$ -	$ -	$ 14,623.95	$ 160,853.47
SUB-TOTAL BASIC SERVICES			**$ 681,979.52**	**$ 2,750.00**	**$ 1,450.00**	**$ 85,873.95**	**$ 772,053.47**
BASIC SERVICES % TOTAL FEE			**88%**	**0%**	**0%**	**11%**	**100%**
GRAND TOTAL			**$ 681,979.52**	**$ 2,750**	**$ 1,450**	**$ 85,874**	**$ 772,053.47**
% TOTAL			**88%**	**0%**	**0%**	**11%**	**100%**

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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.

12/23

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 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 % 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 "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 % 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: _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

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 % 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 _____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars)

MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS, AGREEMENT NO. 07-5129S21 and PROGRAM SUPPLEMENT NO. A051

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE-FUNDED PROJECTS

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129S21

This AGREEMENT, is entered into effective this 1st day of March, 2022, by and between the City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

COUNCIL APPROVED
03-01-2022 I3(1)
DATE

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING

AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING

AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall

not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525- 4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY 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., shall be used to determine the allowability of individual PROJECT cost items.
Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period

as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, 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 STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by 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 such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that 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 subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance

Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These

disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse

condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____
Ferdinand A. Batatan
FOR Chief, Office of Project Implementation
Division of Local Assistance

Date 3/8/2022

CITY OF OXNARD
By _____
Mayor,
City of Oxnard

Date 3-1-22

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. 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. ADMINISTERING AGENCY 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. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 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. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY 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 ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act. (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 ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE ALL SUPPLEMENTAL AGREEMENTS AND RELATED DOCUMENTS REQUIRED UNDER CALTRANS MASTER AGREEMENT NO. 07-5129S21 WITHOUT FURTHER COUNCIL AUTHORIZATION

WHEREAS, the City of Oxnard (City) utilizes and relies on grants and other funding from the California Department of Transportation (Caltrans); and

WHEREAS, the City wishes to continue obtaining grants and other funding from Caltrans; and

WHEREAS, Caltrans has required the City to enter into Master Agreement Administering Agency-State Agreement for State-Funded Projects No. 07-5129S21 (Master Agreement) in order to obtain such Caltrans grants and funding in the future; and

WHEREAS, the City Council has approved the Master Agreement and authorized the Mayor to execute the Master Agreement; and

WHEREAS, in the past, the City Council has authorized the Mayor or his designee to execute all project-specific supplemental agreements and related documents with Caltrans without further City Council authorization; and

WHEREAS, the City now wishes to again authorize the Mayor or his or her designee to execute all future supplemental agreements and related documents that fall under this Master Agreement without further City Council authorization.

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

1. The City Council hereby determines that all recitals listed above are true and correct and hereby incorporates those recitals into this resolution.

2. The City Council hereby authorizes the Mayor or his or her designee to execute all supplemental agreements and related documents under the Master Agreement without further City Council authorization.

PASSED, APPROVED AND ADOPTED on this 1st day of March, 2022 by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None.

ABSENT: None.

ABSTAIN: None.

John C. Zaragoza, Mayor

ATTEST:

R. Chaparro 3/1/22
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By
Stephen M. Fischer, City Attorney

PROGRAM SUPPLEMENT NO. 00000A051
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 07-5129S21

Adv. Project ID 0722000306
Date: July 11, 2022
Location: 07-VEN-0-OXN
Project Number: ATPSB1L-5129(107)
E.A. Number:
Locode: 5129

This Program Supplement, effective 06/30/2022, hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5129S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 03/08/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 15,541 approved by the ADMINISTERING AGENCY on 03/01/2022 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 4th Street between Oxnard Boulevard and C Street.

TYPE OF WORK: Install curb extensions, crosswalks, Class II bike lanes, bike racks, street lighting & modify traf

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	SB1 funds	$650,000.00	LOCAL		OTHER
$650,000.00			$0.00		$0.00

CITY OF OXNARD

By [signature]

Title City Manager, City of Oxnard

Date 8/18/2022

Attest N/A

STATE OF CALIFORNIA
Department of Transportation

By [signature]

FOR **Chief, Office of Project Implementation**
Division of Local Assistance

Date 8/24/2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jessamine Pelos **Date** 7/12/2022 $650,000.00

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or

SPECIAL COVENANTS OR REMARKS

amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the

SPECIAL COVENANTS OR REMARKS

contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY 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.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars)

CALTRANS PROJECTS REQUIREMENTS: Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG)

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

X A. CONSULTANT Services

SEE THE ATTACHED SCOPE OF SERVICES IN EXHIBIT A OF THIS AGREEMENT.

[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

X B. Right of Way

- X Right of Way requirements are to be determined and shown by CONSULTANT;
- X Land surveys and computations with metes and bounds descriptions are to be made; and,
- X Right of Way parcel maps are to be furnished.

X C. Surveys

- X CONSULTANT has the responsibility for performing preliminary or construction surveys.

X D. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the geotechnical. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. CITY Obligations

All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

x F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for

meetings, subsequent to the initial meeting shall be included in the fee.

x G. Checking Shop Drawings

This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.

☐ H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

x I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

State the time period stated in the Grant Program language. ALL services must be completed by March 2024, to receive funding from the California Transportation Commission.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address: Public Works Engineering % Debbie O'Leary 305 West Third Street, Oxnard California 93030
pwengineeringap@oxnard.org

I. The total amount payable by CITY including the fixed fee shall not exceed $772,053.47.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

See Section 15 of the Agreement.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved

audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

☐ **Method 1**: No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

X **Method 2**: No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any

contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

☐ **Method 3**: The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an

acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance

with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public

works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list

current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

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

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its

instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in

determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

☐ ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to

meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or,

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing

or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold $10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX – INSURANCE

See Section 26 of the Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

See Section 14 of the Agreement.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

See Sections 32 and 33 of the Agreement.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT

shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

Not Applicable to this Professional Service Agreement

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in

response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

G. This Article's requirements are in addition to those stated in Section 19.5 and 19.6 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for

payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)

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 CONSULTANT/Professional services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT 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. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT G

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT 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. CONSULTANT shall perform the Project as a public work. CONSULTANT 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. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT 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. CONSULTANT 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 CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT 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. CONSULTANT 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, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT 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, CONSULTANT must immediately notify CITY.

8. CONSULTANT 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. CONSULTANT 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. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT 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 CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT 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 CONSULTANT, 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 CONSULTANT under this Section shall survive Agreement termination.

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: February 6, 2024

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Adoption of No-Fault Just Cause Eviction Ordinance.

RECOMMENDATION

That the City Council adopt Ordinance No. 3042 titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 27-4 OF THE OXNARD CITY CODE REGARDING NO-FAULT JUST CAUSE EVICTIONS OCCURRING AS THE RESULT OF A DEMOLITION OR SUBSTANTIAL REMODEL."

BACKGROUND

Ordinance No. 3042 amends Section 27-4 of the Oxnard City Code regarding no-fault just cause evictions occurring as the result of a demolition or substantial remodel.

If adopted, the Ordinance would provide additional tenant protections by requiring a written notice terminating a tenancy for just cause pursuant to OCC Section 27-4(D) to include all the following information:

1. A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property.

2. The following statement:
"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

3. A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:
(i.) A copy of the issued permit or permits required to undertake the substantial remodel or demolition.
(ii.) If the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials at issue.

4. A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address.

Ordinance No. 3042 was introduced by title only, with further reading waived, at a Special City Council meeting on January 25, 2024. If adopted, the Ordinance would become effective 30 days after the date of adoption.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. No Fault Just Cause Eviction Ordinance

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3042

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 27-4 OF THE OXNARD CITY CODE REGARDING NO-FAULT JUST CAUSE EVICTIONS OCCURRING AS THE RESULT OF A DEMOLITION OR SUBSTANTIAL REMODEL

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019, Assembly Bill 1482 ("AB 1482") added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code; and

WHEREAS, subject to certain exceptions, AB 1482 prohibits an "owner" (as defined) of "residential real property" (as defined) from terminating a tenancy without "just cause" (as defined); and

WHEREAS, AB 1482's just cause eviction provisions expressly permit an owner to evict a tenant to "substantially remodel" the rental unit (Civ. Code §1946.2(b)(2)(D)(i)); and

WHEREAS, the Oxnard City Council adopted Ordinance 3012 on May 3, 2022, which among other things, codified AB 1482's definition of "substantially remodel" at Oxnard City Code Section 27-4(D); and

WHEREAS, loopholes in AB 1482 have led to widespread abuses that leave many covered renters vulnerable to displacement or eviction in instances where an owner terminates a tenancy under the guise of substantially remodeling a unit when the owner has no intent to actually perform the substantial remodel; and

WHEREAS, the Oxnard City Council desires to update the City's no-fault just cause eviction regulations to close these loopholes, and provide more protective just cause regulations than AB 1482.

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

PART 1. ENVIRONMENTAL REVIEW

The City Council finds and determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that the adoption of this Ordinance will not result in a direct or reasonably

foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

PART 2. CODE AMENDMENT

CHAPTER 27, ARTICLE I, SECTION 27-4 (D) of the Oxnard City Code is hereby amended to read as follows:

"(D) *Intent to demolish or to substantially remodel the residential real property*. For purposes of this section, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial remodel.

A tenant is not required to vacate the residential real property on any days where a tenant could continue living in the residential real property without the violation of health, safety, and habitability legal requirements.

(1) A written notice terminating a tenancy for a just cause pursuant to this Section 27-4(D) shall include all of the following information:

(a) A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property.

(b) The following statement:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

(c) A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the

expected date by which the property will be demolished, together with one of the following:

(i.) A copy of the issued permit or permits required to undertake the substantial remodel or demolition.

(ii.) If the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

(d) A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address.

(2) The owner shall provide 60 days advance written notice to the tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the owner; and

(3) In the event the owner seeks to rent the remodeled unit within six months following the completion of the remodeling work, the evicted tenant shall have the right of first refusal to reoccupy and rent the unit, unless the owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection.

(4) An owner's failure to strictly comply with this section shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action."

Part 3. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

Part 4. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the

ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ___ was first read on January 25, 2024, and finally adopted on February 6, 2024 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1

DATE: February 6, 2024

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending December 29, 2023. (10 minutes)

RECOMMENDATION

That the City Council receive and file the report.

(This item did not originate in Committee.)

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

BACKGROUND

The City of Oxnard's December 2023 investment report will be brief during this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code 53646 and the Investment Policy adopted by the City Council.

But first, I wish to give a special thanks to the city staff without whose assistance this report could not be generated. This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because the Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in a similar format that has been presented in previous months, along with the amounts in the Bank's statements as of December 29, 2023. The following data is included in this report.

For the month of October, the investment portfolio earned an estimated $950,447.29 including LAIF and the Ventura County Investment Pool, and the efficiency rating increased to 97%, with estimated annual earnings up to $11,436,967.50.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For the month of December, we were at 97% efficiency and have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain the cash flows over the last 15 months, so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for December 29, 2023, so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of

December 29, 2023, upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to your questions.

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 City's total amount invested as of December 29, 2023, purchased at a tax cost of $437,262,586.30, with a PAR value of $437,350,000. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower yielding instruments on the market today.

ITEM		December 2023
Cost of investments (bank calc.)		$437,262,586.30
Par or face value		$437,350,000.00
USBank est Market value		$422,010,274.55

USBank's tax costs and PAR/Face Value

In a market (the city's policy requires a risk free rate of return) of fixed interest rates, any instrument purchased today will decrease in value as the interest rates increase and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government sponsored enterprise bond) or CD, so that there would be no market loss.

Cash balances on the last day of December 2023 in each authorized city bank account with Bank of America totaled $18,283,477.00 in the three Bank of America active accounts.

City Treasurer's bank accounts	December 2023
City's General Fund bank account	$15,663,258.09
Successor Agency bank account	$2,443,603.89
Parking Citations updated	$176,615.02
TOTAL CASH IN BANK ACCOUNTS	$18,283,477.00

(Per Bank Statements as of December 29, 2023)

The investments have a par value of $ 437,350,000 and an estimated market value of $422,010,274.55. Some were purchased months or years earlier and during the period of forced low GSE interest rates set by the former President. To provide greater return we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5- year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's December average apportionment rate was3.12%, which is less than the current GSE (government sponsored enterprise) rates. Reducing the amount in LAIF would produce greater returns, however, doing so would also reduce the liquidity of the portfolio.

ITEM	December 2023
Cost of investments (bank calc.)	$437,262,586.30
Par or face value	$437,350,000.00
USBank est Market value	$422,010,274.55

Estimated market value is based on price paid

The largest portfolio's average current earning has a yield on a 365-day basis, up from last month to 2.4% year to date. Based on the face value of the investments, using the average portfolio yield for estimating the amount of interest earnings for the month of December produced an estimated annual interest earnings of $11,436,967.50:

total est monthly earnings	$950,447.29
City's weighted average investment	3.12%
total est annual earnings	$11,436,967.50

Estimated annual and monthly earnings

Now, when we look back at the monthly cash flows of recent years, we find that the month with the highest cash outflow was a one-month outflow of $48 million. And the fact that we have $75 million invested in LAIF and $31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of the available cash, and we know that for normal/average operations we should retain a daily balance of $3-5 million in the bank accounts. For the month of December, our efficiency rating was 97%.

	December 2023
amount invested @ PAR	$437,350,000.00
total available cash to invest	$453,189,873.11
percent invested = efficiency	97%

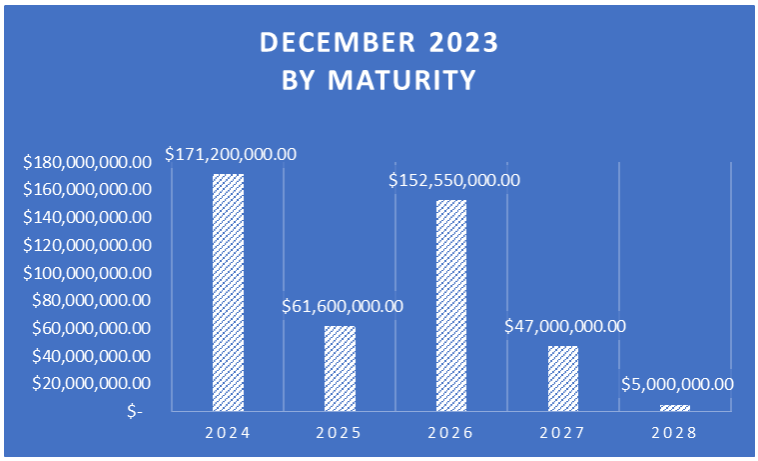
Efficiency Rating

The daily cash report for the last working day in December shows sufficient available cash to satisfy the city's booked short-term obligation.

Daily cash report prepared by Eden Alomeri and Martha Guerra:

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 12/28/23		
.		
	ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	27,967,780.57	As of 12/27/23
1Day Float	235,111.36	As of 12/27/23
Credit Cards-C2G/OTC	15,366.52	
Auto Pay	167,061.75	
Other	60,075.69	Co of Vta
Other	107,874.99	USDA
Other		
Other		
TOTAL CREDITS	$28,553,270.88	
	ESTIMATE	
Accounts Payable to Clear	2,000,000.00	
Payroll to Clear	60,385.38	
Direct Deposit	3,842,752.66	
Investment Purchase	9,929,924.67	037833DF4 2.75%ALAMO
TOTAL DEBITS	$15,833,062.71	
BALANCE	$12,720,208.17	
SUCCESSOR AGENCY	$2,443,603.89	
LAIF	$75,000,000.00	
VCIP	$31,000,000.00	
* Pending Payments:		
1/2 Purchase	12,000,000.00	
1/2 Taxes	800,000.00	
1/3 Taxes	250,000.00	
Total	13,050,000.00	

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being-called early, we find the need to acquire shorter-term notes as long as we can assure a rate of .79 % or higher, as explained above.



Details of investments are available upon request.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. City of Oxnard Dec 2023 report (1)

City of Oxnard

Second Quarter 2023-2024 Investment Report

December 29, 2023

Prepared by Phillip Molina

Oxnard Elected City Treasurer

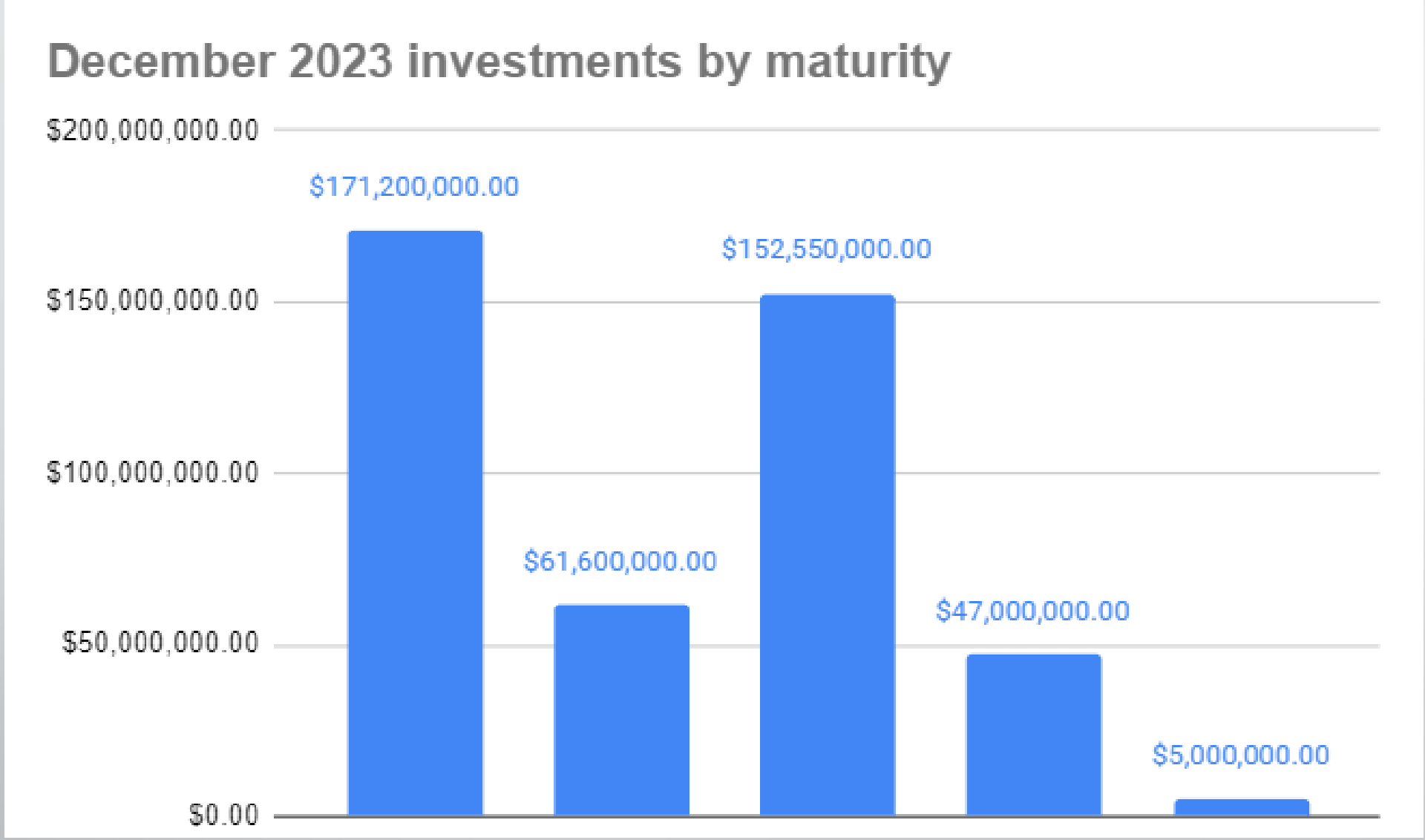
City Treasurer's bank accounts	December 2023
City's General Fund bank account	$15,663,258.09
Successor Agency bank account	$2,443,603.89
Parking Citations updated	$176,615.02
TOTAL CASH IN BANK ACCOUNTS	$18,283,477.00

After assuring enough cash in the banks to cover for the known and estimated disbursements
in operations, payroll and loans, the intent is to
invest the remaining cash

Our goal is to invest 100% of all available cash while keeping sufficient currency to sustain normal operations. In December we achieved a target of 97%

	December 2023
amount invested @ PAR	$437,350,000.00
total available cash to invest	$453,189,873.11
percent invested = efficiency	97%

total est monthly earnings	$950,447.29
City's average investment rate	3.12%
total est annual earnings	$11,436,967.50


December 2023 investments by maturity
$200,000,000.00
$150,000,000.00
$100,000,000.00
$50,000,000.00
$0.00
$171,200,000.00
$61,600,000.00
$152,550,000.00
$47,000,000.00
$5,000,000.00

If

you

have

any

questions

call

Oxnard Elected Treasurer at 805-385-7808

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.2

DATE: February 6, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: FY 2023-24 Budget Mid-Year Review. (20 minutes)

RECOMMENDATION

That the City Council:

1. Receive an update on the FY 2023-24 revenue and expenditure projections for major funds,
2. Approve budget amendments within the Golf, Development Impact Fees, Contributions Trust and Facilities Maintenance, and related Funds as explained in this report.

Resolution. (This item did not originate in a committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/uhNQBCt2O6s

BACKGROUND

The purpose of this report is to provide a financial update for FY 2023-24. Projections for revenue and expenditures for major funds are based on four months of actuals and eight months of estimates. Capital Improvement Projects (CIP) projections assume that projects will be completed in FY 2023-24. At the end of the fiscal year, those projects that were not completed will be evaluated to determine if the unspent appropriation is carried over to FY 2024-25.

MID YEAR PROJECTION

General Fund (101)

Revenues: Fiscal Year (FY) 2023-24 General Fund revenues are projected at $234.9 million, up $9.7 million from the adopted budget of $224.0 million plus $1.3 million budget amendments approved by Council. The increase primarily results from a $6.5 million higher Bradley Burns sales tax revenues and higher property taxes in the amount of $1.1 million. Sales and use tax revenue projections were created in consultation with the City's sales tax consultants, who noted that data shows the local economy is generally flat in terms of sales tax activity, as seen in the reduction in Measure E tax forecast of $0.3 million. Higher interest rates are projected to yield an additional $1.6 million in interest earned. Other General Fund revenues are anticipated to end the year a combined $0.5 million above budget.

Expenditures: FY 2023-24 General Fund expenditures are projected at $243.9 million, $1.5 million dollars below the adopted budget of $225.0 million plus $20.3 million in carryovers and other amendments adopted by City Council. The decrease in estimated expenditures primarily results from anticipated net personnel savings due to unfilled positions. The citywide vacancy rate in December 2023 was 12.5%, an improvement from 13.8% a year ago, but still reflecting the challenges of recruiting and retaining talent to fill positions across the City. Departments with higher vacancy rates, around 20%, include the Public Works Administration, Housing and Community Development. The savings from

unfilled positions are partially offset by higher than budgeted overtime in the Police and Fire Departments required to maintain services to the community.

Fund Balance: The City's mid-year projections for General Fund revenues ($234.9 million) and expenditures ($243.9 million) would generate a FY 2023-24 net operating deficit of $8.9 million, resulting in a projected ending unrestricted fund balance of $35.5 million, in excess of the current reserve policy target of 13% of operating budget. (Note, $7.7 million of this deficit is the final Infrastructure Use Fee payments due to Utility Funds.)

For additional details, refer to the General Fund table in the attached PowerPoint presentation (slides 3&4)

Measure O (Half-Cent Sales Tax - Fund 104)

Revenues: FY 2023-24 Measure O Fund revenues are now projected at $21.3 million, down $0.1 million from the adopted budget of $21.4 million, in line with projections provided by the City's sales tax consultants.

Expenditures: FY 2023-24 Measure O Fund expenditures are now projected at $29.3 million, about $0.4 million lower than the adopted budget of $24.3 million plus carryovers for approved projects in amount of $5.4 million.

Fund Balance: Updated projections for Measure O Fund revenues ($21.3 million), expenditures ($29.3 million) would generate an annual deficit of $7.9 million resulting in a projected ending unassigned fund balance at June 30, 2024, of $14.9 million.

For additional detail, refer to the Measure O Fund table in the attached PowerPoint presentation (slide 6).

Water Funds (601 & related)

Revenues: FY 2023-24 Water Fund revenues are now projected at $70.0 million, down $2.2 million from the adopted budget of $69.9 million plus $2.2 million in additional amended revenues. Commercial water revenues, which are projected to end the year below the revised budget, account for the majority of the projected variance, and are offset by the positive impact of the new water rates that have been in effect since July 1, 2023.

Expenditures: FY 2023-24 Water Funds expenditures are now projected at $110.7 million, lower by $3.4 million compared to the adopted budget of $69.9 million plus $44.2 million in project carryovers and budget amendments approved by City Council. Salary and benefit savings projected at $1.8 million, and reduced water purchases in the amount of $2.0 million are the main drivers of this variance.

Fund Balance: The FY 2023-24 projections explained above for Water Fund revenues ($70.0 million) and expenditures ($110.7 million) would generate an annual deficit of $39.8 million as of June 30, 2024, resulting in a projected unassigned fund balance of negative $1.0 million, which would be funded from operating reserve, reducing the reserves below the policy target of 25% of operating budget. The incremental increases and allowable pass-through increases remaining over the next four years of the approved 5-year rate increase are expected to address the reserve policy target. The projected unassigned fund balance assumes the full execution in FY 2023-24 of $84.5 million of capital projects in the Water Fund.

For additional detail, refer to the Water Funds table in the attached PowerPoint presentation (slide 7).

Wastewater Funds (611 & related)

Revenues: FY 2023-24 Wastewater Fund revenues are now projected at $115.8 million, $1.2 million higher than the adopted budget of $50.4 million plus $64.2 million in amended revenues. Debt proceeds for existing approved indebtedness to fund large capital projects, like the Oxnard Water Treatment Plant Rehabilitation (C2201 $58.2 million), explain part of this variance, along with higher fees and charges for services ($0.3 million) and higher than anticipated interest income for the year.

Expenditures: FY 2023-24 Wastewater Fund expenditures are now projected at $139.2 million, lower by $4.8 million from the adopted budget of $41.5 million plus $102.5 million of project carryovers and budget amendments approved by

City Council. Savings in salary and benefits of $1.7 million due to vacancies, and lower professional services for urgent repair work by $2.6 million explain the variance in this fund.

Fund Balance: The FY 2023-24 projections explained above for Wastewater Fund revenues ($115.8 million) and expenditures ($139.2 million) would result in net annual activity of a negative $23.4 million, resulting in a projected unassigned fund balance of $36.6 million, in excess of the reserve target of 25% of operating budget.

For additional detail, refer to the Wastewater Funds table in the attached PowerPoint presentation (slide 8).

Environmental Resources Funds (631 & related)

Revenues: FY 2023-24 Environmental Resources Fund revenues are projected at $49.0 million, down $0.2 million from the adopted budget of $49.2 million. Fees for services are projected just below budget by $0.4 million, and are compensated by higher than anticipated interest revenue.

Expenditures: FY 2023-24 Environmental Resources Fund expenditures are projected at $63.1 million, down $0.1 million from the adopted budget of $58.1 million plus $5.1 million of project carryovers and budget amendments approved by City Council. Expenses are in line with expectations across all major categories.

Fund Balance: The FY 2023-24 projections explained above for Environmental Resources Fund revenues ($49.0 million) and expenditures ($63.1 million) would generate a net annual activity of a negative $14.1 million, resulting in a projected unassigned fund balance of negative $8.9 million, below the Council reserve target of 25% of operating budget. The projected unassigned fund balance assumes the full execution in FY 2023-24 of $9.2 million of capital projects in the Environmental Resources Fund. Staff will be returning to Council this spring to discuss ER rates to address not just this deficit but the long-term financial stability of this fund.

For additional detail, refer to the Environmental Resources Funds table in the attached PowerPoint presentation (slide 9).

Golf Course Fund (651)

Revenues: FY 2023-24 Golf Fund revenues are projected at $7.4 million, up $1.0 million from the revised budget of $6.4 million. Fees for services explain $0.9 million of the increase, and interest revenue is projected to be $0.1 million higher than budget. Continued strong demand for golf is fueling the increases in revenue.

Expenditures: FY 2023-24 Golf Fund expenditures are projected at $7.9 million, up $0.9 million from the revised budget total of $6.9 million. Expenses are projected to be higher due to the increased level of play at the course, driving professional service contractual payments for the golf course operator, as well as the increase of some variable costs related to the sale of merchandise.

Fund Balance: The FY 2023-24 projections for the Golf Fund include revenues of $7.4 million and expenditures of $7.9 million that would result in net annual activity of a negative $0.4 million. The net annual activity projection is the result of carryover budget in the amount of $0.6 million. This would result in a projected unassigned fund balance of $3.5 million, which is in excess of the Council reserve target of 25% of the operating budget.

For additional details, refer to the Golf Funds table in the attached PowerPoint presentation (slide 10).

RECOMMENDED MID-YEAR BUDGET AMENDMENTS

Golf Course Operating Fund (651)
Staff recommends a $931,399 revenue and expenditure appropriation budget amendment, for a no net change in fund balance. Staff is requesting a $931,399 appropriation, with corresponding revenue, in order to pay increased expenses (e.g., maintenance and merchandise costs) anticipated due to higher demand for golf than was budgeted as discussed above. This amendment has no impact on the projected budgetary fund balance, as revenue and expenses net to zero.

Contributions Trust Fund (571)
Staff recommends $644,205 expenditure appropriations and $44,814 in revenue, for net $599,391 use of available fund

balance. This fund is used to receive and hold donations and other monies on the balance sheet in deposit until such time that they are used for their intended specific purposes or returned to the originators. The City received more such donations and fees than anticipated this fiscal year. When the City expends these funds on eligible items (as determined by the donor or fee type), it requires appropriations to do so. Establishing appropriations as part of the mid-year process will enable the City to implement budgetary controls. This will provide real-time budget information to all users, increase efficiency and transparency, and enhance budgetary controls within this fund, in line with all other City funds. Items held in the fund include business license fees for development, private donations, Arctic Cold Fire donations, library fundraising moneys, Multicultural Festival funds, witness fees, and donations for youth programs.

Development Impact Fees Fund (350)
Staff recommends transfer of $2,503,555 from Capital Growth Fees – Non-Residential (sub fund 8060) to Capital Growth Fees – Residential (sub fund 8050). This is to finance the remodel of Fire Station 4 (Project C1702). The project has already started and the recommended transfer will align project funding sources with uses of funds in the same sub fund, since residential revenues are not sufficient to cover the value of encumbrances required for the project to progress as planned in FY 2023-24. Transferring available funds from the Non-Residential Growth fees earned ensures that each sub fund is balanced and the project can continue with existing appropriations.

Facilities Maintenance Fund (735)I
Staff recommends $630,000 expenditure appropriations and $115,213 in revenue within the Facilities Maintenance Fund (735). This is to ensure the Facilities Division is able to continue to provide services in line with demand. Utility costs and requests for services, specifically regarding aging HVAC and other infrastructure, are significantly higher than budgeted. While the Division is seeing some savings in personnel costs due to vacancies, there is a need to make repairs and provide support to operating departments that cannot be provided given existing levels of reserves. The General Fund's portion of the $630,000 -- which amounts to $514,787 -- would be paid for out of General Fund already budgeted to Public Works in FY23-24. To be clear, Public Works does not oversee utility use by other departments, nor does it control increases in utility prices outside of the City's utilities; however, Public Works has the capability, through projected salary savings due to hard-to-fill positions, in its budget this year to pay $514,787. Additionally, should the existing General Fund budget in the Public Works Department not be sufficient to cover these utility costs through June 30, 2024, a request for additional appropriations would need to be brought back for the City Council's consideration to ensure utilities are not stopped to the City's facilities. The remaining $115,213 would be paid for by the other funds that pay into the Facilities internal service fund, allocated on the same basis as the adopted budget.

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 financial impact of each recommended action is spelled out in the "Discussion" section that describes that action.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Mark Sewell, Assistant Chief Financial Officer

ATTACHMENTS

1. Presentation
2. Facilities Maintenance Fund

FY2023-24 MID-YEAR BUDGET REVIEW

City Council

February 6, 2024

Mark Sewell, Assistant Chief Financial Officer

CITY OF OXNARD CALIFORNIA

The City Council:

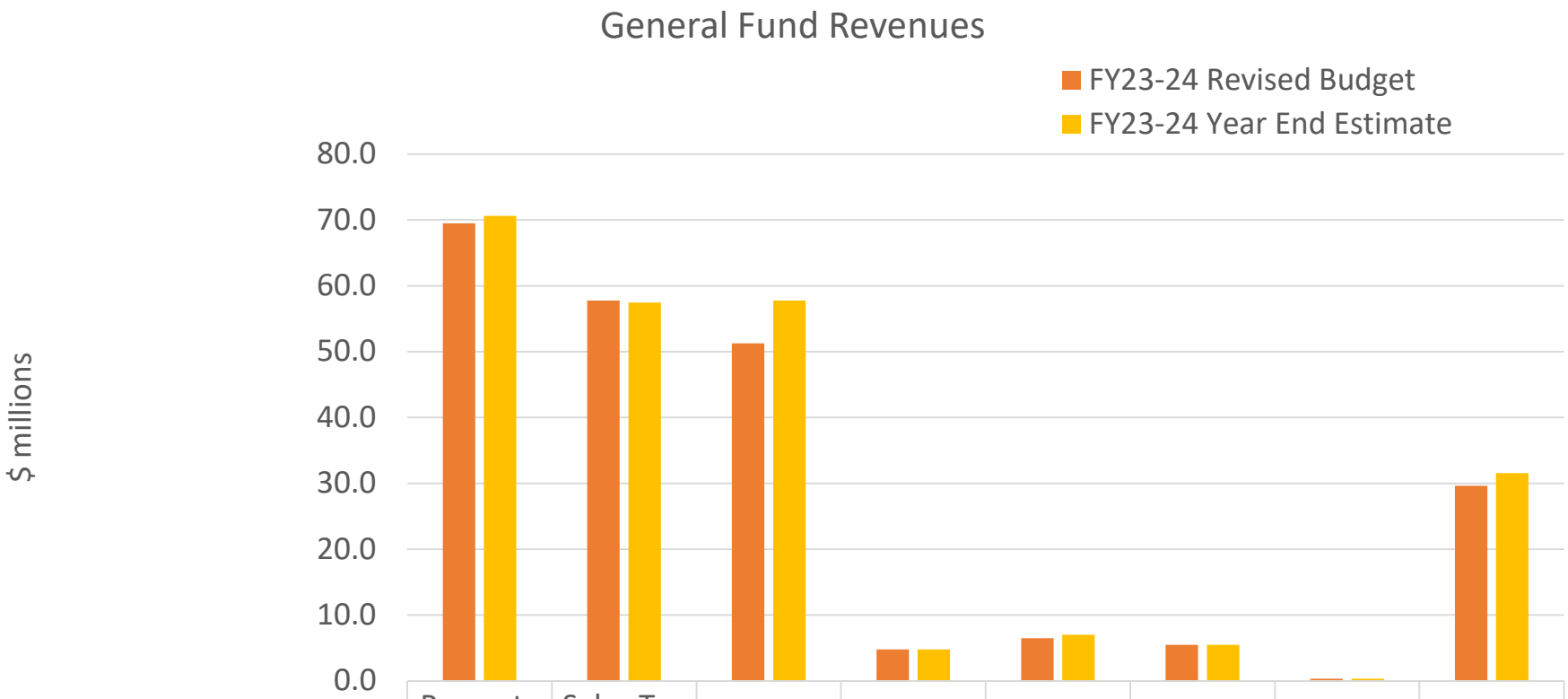
A. Receive an update on the latest FY 2023-24 revenue and expenditure projections for major funds; and

A. Approve budget amendments within the Golf, Development Impact Fees, Contribution Trust, and Facilities Maintenance and related Funds.

GENERAL FUND 101 (IN MILLIONS)

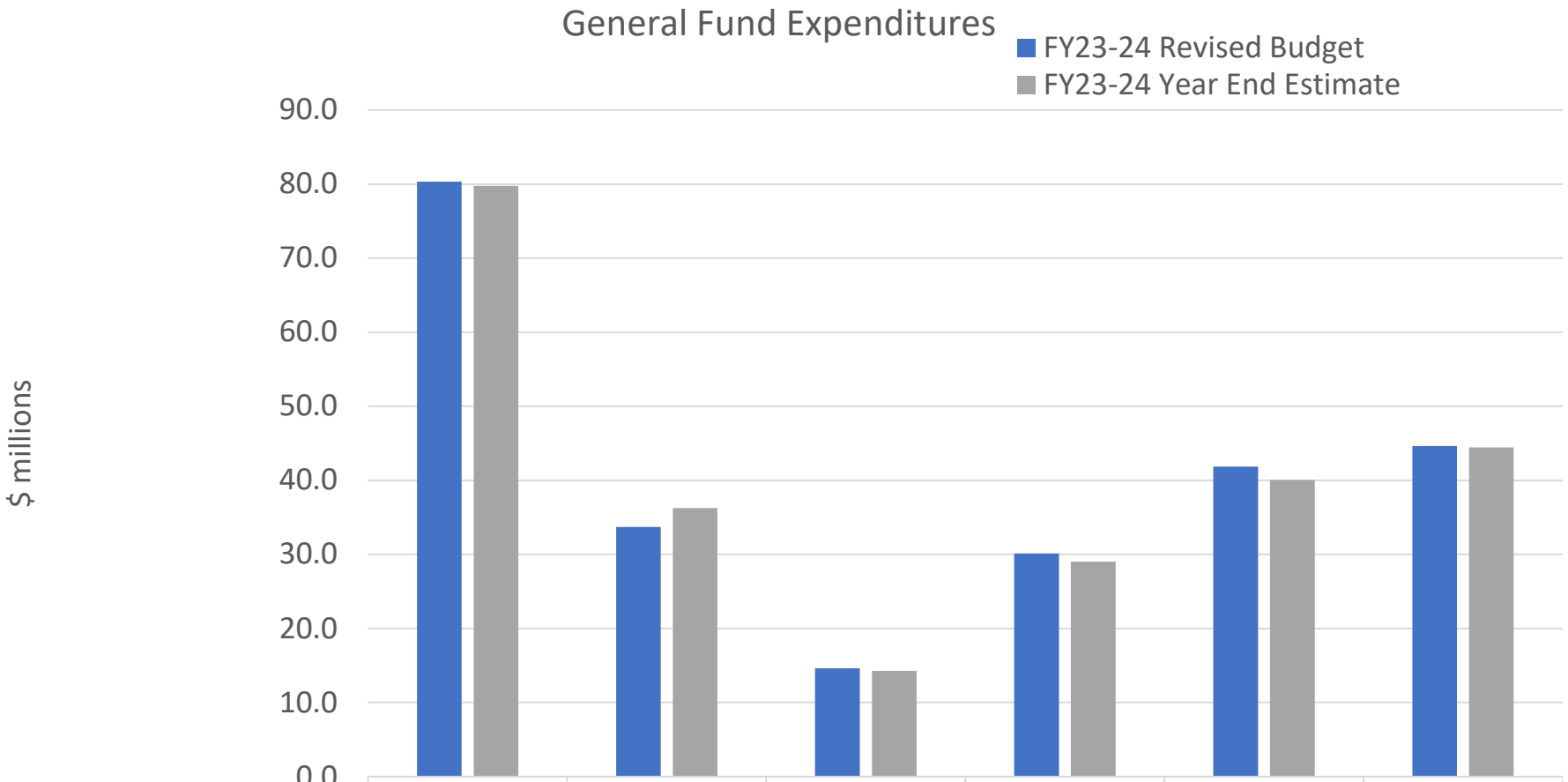
Revenues $ millions	FY23-24 Revised Budget	FY23-24 Year End Estimate	$ change	% Change
Property Tax & Transfer Tax	69.5	70.6	+1.1	1.6%
Sales Tax - Measure E	57.8	57.4	(0.3)	(0.6%)
Sales Tax	51.3	57.8	+6.5	12.6%
Franchise Tax	4.8	4.8	+0.0	0.0%
Business License Tax	6.5	7.0	+0.5	7.7%
Transient Occupancy Tax	5.5	5.5	+0.0	0.0%
Cannabis Tax	0.3	0.3	+0.0	0.0%
Other Non-Tax Revenues	29.7	31.6	+1.9	6.4%
Total	**225.3**	**234.9**	**+9.7**	**4.3%**
Expenditures				
Police	80.3	79.8	(0.6)	(0.7%)
Fire	33.7	36.3	+2.6	7.6%
Cultural and Community Svs	14.6	14.3	(0.4)	(2.4%)
Public Works	30.1	29.0	(1.1)	(3.7%)
Administrative Departments	41.9	40.1	(1.8)	(4.2%)
Non-Departmental	44.7	44.4	(0.2)	(0.5%)
Total	**245.3**	**243.9**	**(1.5)**	**(0.6%)**
Net Annual Surplus / (Deficit)	**(20.0)**	**(8.9)**	**+11.1**	

GENERAL FUND 101 (IN MILLIONS)



	Property Tax & Transfer Tax	Sales Tax - Measure E	Sales Tax	Franchise Tax	Business License Tax	Transient Occupancy Tax	Cannabis Tax	Other Non-Tax Revenues
FY23-24 Revised Budget	69.5	57.8	51.3	4.8	6.5	5.5	0.3	29.7
FY23-24 Year End Estimate	70.6	57.4	57.8	4.8	7.0	5.5	0.3	31.6

GENERAL FUND 101 (IN MILLIONS)



	Police	Fire	Cultural and Community Svs	Public Works	Administrative Departments	Non-Departmental
FY23-24 Revised Budget	80.3	33.7	14.6	30.1	41.9	44.7
FY23-24 Year End Estimate	79.8	36.3	14.3	29.0	40.1	44.4

MEASURE O FUND 104 (IN MILLIONS)

Revenues $ millions	FY23-24 Revised Budget	FY23-24 Year End Estimate	$ change	% Change
Half Cent Sales Tax Revenue	19.5	19.2	(0.3)	(1.5%)
Gen Fund Loan Receipts	1.9	1.9	+0.0	0.0%
Interest Income	0.1	0.3	+0.2	180.0%
Total	**21.4**	**21.3**	**(0.1)**	**(0.6%)**
Expenditures				
Other Community Improvements	3.8	3.8	+0.0	0.6%
Parks & Open Spaces	4.8	4.6	(0.2)	(3.5%)
Public Safety & Gang Prevention	3.9	3.6	(0.3)	(6.8%)
Traffic & Road Improvements	17.1	17.1	+0.0	0.0%
Total	**29.7**	**29.3**	**(0.4)**	**(1.4%)**
Net Annual Surplus / (Deficit)	**(8.2)**	**(7.9)**	**+0.3**	

Staff provided detailed update provided to the Measure O Committee on January 25, 2024
Projection based on approved projects as of 1/23/2024.

WATER FUNDS (IN MILLIONS)

Revenues $ millions	FY23-24 Revised Budget	FY23-24 Year End Estimate	$ change	% Change
Fees and Charges	66.7	63.3	(3.4)	(5.1%)
Fines and Misc	0.5	0.6	+0.1	28.9%
Interest	0.4	1.2	+0.9	252.5%
IUF payment	0.2	0.2	+0.0	0.0%
Proceeds (BAB)	2.1	2.1	+0.0	0.0%
Other Revenue	2.4	2.6	+0.1	5.5%
Total (excluding CIP Transfers)	**72.2**	**70.0**	**(2.2)**	**(3.1%)**
Expenditures				
Salaries&Benefits	11.1	9.3	(1.8)	(16.2%)
Supplies	3.5	3.7	+0.2	4.8%
Services	5.5	5.0	(0.4)	(7.5%)
Utilities	2.1	3.0	+0.9	41.4%
Water Purchases	27.0	25.0	(2.0)	(7.4%)
Maintenance	0.2	0.2	+0.0	0.0%
Financing	15.0	14.9	(0.1)	(0.4%)
Capital Expenditures	44.9	44.7	(0.2)	(0.5%)
Transfers Out	4.8	4.8	+0.0	0.0%
Total (excluding CIP Transfers)	**114.1**	**110.7**	**(3.4)**	**(3.0%)**
Net Annual Surplus / (Deficit)	**(41.0)**	**(39.8)**	**+1.2**	

Totals shown exclude the revenue and appropriations necessary to transfer CIP funds from the Water Operating Fund (601) to the Water Capital Improvement Fund (602) for capital projects.

WASTEWATER FUNDS (IN MILLIONS)

Revenues $ millions	FY23-24 Revised Budget	FY23-24 Year End Estimate	$ change	% Change
Fees and Charges	46.6	46.9	+0.3	0.7%
Fines and Misc	0.4	0.4	(0.1)	(14.6%)
Interest	0.5	1.5	+0.9	180.0%
IUF payment	2.8	2.8	+0.0	0.0%
Proceeds of Debt	64.2	64.2	+0.0	0.0%
Other Revenue	0.0	0.0	+0.0	17.0%
Total (excluding CIP Transfers)	**114.6**	**115.8**	**+1.2**	**1.1%**
Expenditures				
Salaries&Benefits	12.6	11.0	(1.7)	(13.3%)
Supplies	3.5	3.2	(0.3)	(8.8%)
Services	6.3	3.7	(2.6)	(41.8%)
Utilities	3.7	3.6	(0.1)	(2.7%)
Maintenance	0.3	0.2	(0.1)	(42.7%)
Financing	10.2	10.0	(0.1)	(1.2%)
Capital Expenditures	104.0	104.2	+0.2	0.2%
Transfers Out	3.4	3.4	+0.0	0.6%
Total (excluding CIP Transfers)	**144.0**	**139.2**	**(4.8)**	**(3.3%)**
Net Annual Surplus / (Deficit)	**(29.4)**	**(23.4)**	**+6.0**	

Totals shown exclude the revenue and appropriations necessary to transfer CIP funds from the Wastewater Operating Fund (611) to the Wastewater Capital Improvement Fund (612) for capital projects.

ENVIRONMENTAL RESOURCES FUNDS (IN MILLIONS)

Revenues $ millions	FY23-24 Revised Budget	FY23-24 Year End Estimate	$ change	% Change
Fees and Charges	46.1	45.7	(0.4)	(1.0%)
Fines and Misc	0.3	0.3	+0.0	9.2%
Interest	0.1	0.3	+0.2	197.1%
IUF payment	2.6	2.6	+0.0	0.0%
Other Revenue	0.1	0.1	+0.0	31.8%
Total	**49.2**	**49.0**	**(0.2)**	**(0.4%)**
Expenditures				
Salaries&Benefits	24.0	23.8	(0.2)	(0.8%)
Supplies	1.7	1.8	+0.0	1.9%
Services	2.2	2.2	(0.0)	(0.9%)
Utilities/Hauling	16.1	16.2	+0.0	0.2%
Maintenance	0.4	0.4	+0.0	0.0%
Financing	3.6	3.6	+0.0	0.0%
Capital Expenditures	5.5	5.6	+0.1	2.5%
Transfers Out	9.6	9.6	+0.0	0.0%
Total	**63.2**	**63.1**	**(0.0)**	**(0.0%)**
Net Annual Surplus / (Deficit)	**(14.0)**	**(14.1)**	**(0.2)**	

GOLF FUNDS (IN MILLIONS)

Revenues $ millions	FY23-24 Revised Budget	FY23-24 Year End Estimate	$ change	% Change
Fees and Charges	6.1	7.1	+0.9	15.2%
Misc Revenue	0.3	0.4	+0.1	40.2%
Total (excluding CIP carryover Transfers)	**6.4**	**7.4**	**+1.0**	**16.2%**
Expenditures				
Salaries&Benefits	0.0	0.0	(0.0)	(3.6%)
Supplies	0.3	0.3	+0.0	0.0%
Services	4.2	5.1	+0.9	22.5%
Utilities	0.7	0.7	+0.0	0.0%
Maintenance	0.0	0.0	(0.0)	(34.7%)
Financing	0.2	0.2	+0.0	1.1%
Capital Expenditures	1.3	1.3	+0.0	0.0%
Transfers Out	0.2	0.2	+0.0	0.0%
Total (excluding CIP carryover Transfers)	**6.9**	**7.9**	**+0.9**	**13.4%**
Net Annual Surplus / (Deficit)	**(0.5)**	**(0.4)**	**+0.1**	

Totals shown exclude the revenue and appropriations necessary to transfer CIP funds from the Golf Operating Fund (651) to the Golf Capital Improvement Fund (652) for capital projects.

FY 2023-24 BUDGET AMENDMENTS - RECOMMENDATION

- Golf Operations Fund
  - $931,399 in both revenue and expenditure appropriations for no net change in fund balance
- Contributions Trust Fund
  - $644,205 in expenditure appropriations and $44,814 in revenue for a net $599,391 use of available fund balance
- Development Impact Fees Fund
  - Transfer $2,503,555 from Capital Growth Fees – Non-Residential sub fund to Capital Growth Fees – Residential sub fund, for Fire Station 4 remodel.
- Facilities Operating Fund
  - $630,000 increase in both revenues (new transfers) and expenditure appropriations in the Facilities Operating Fund; and
  - $514,787 increase in transfer out appropriations and $514,787 decrease in salary and benefit appropriations in the General Fund – Public Works Department; and
  - $115,213 increase in transfer out appropriations from other City Funds to the Facilities Operating Fund as shown in Attachment 2

RECOMMENDATION

The City Council:

A. Receive an update on the latest FY 2023-24 revenue and expenditure projections for major funds; and

A. Approve budget amendments within the Golf, Development Impact Fees, Contribution Trust, and Facilities Maintenance and Related Funds.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

Fund	Fund Name	Org	Object	Description	2024 Revised Budget	% budget allocation	New Appropriations to transfer to Facilities Fund	Funded From Salary Savings	New Total (Appropriations and Salary Savings)
101	GENERAL FUND	1013301	59700	**GENERAL FUND TOTAL**	**$ 5,502,490.00**	81.7%		**$ 514,787.27**	**$ 6,017,277.27**
120	MAINT ASSMNT DIST	20003801	59700	FACILITY CHG MAINTENANCE	$ 21,163.00	0.3%	$ 1,979.91		$ 23,142.91
181	STATE GAS TAX FUND	1813101	59700	FACILITY CHG MAINTENANCE	$ 90,822.00	1.3%	$ 8,496.88		$ 99,318.88
181	STATE GAS TAX FUND	1813102	59700	FACILITY CHG MAINTENANCE	$ 67,006.00	1.0%	$ 6,268.77		$ 73,274.77
181	STATE GAS TAX FUND	1813401	59700	FACILITY CHG MAINTENANCE	$ 107,607.00	1.6%	$ 10,067.21		$ 117,674.21
360	OTH. DEVPT FEES FUND	70202512	59700	FACILITY CHG MAINTENANCE	$ 13,666.00	0.2%	$ 1,278.53		$ 14,944.53
601	WATER OPERATING FUND	6013600	59700	FACILITY CHG MAINTENANCE	$ 185,626.00	2.8%	$ 17,366.30		$ 202,992.30
611	WASTEWATER OPERATING FUND	6113612	59700	FACILITY CHG MAINTENANCE	$ 118,023.00	1.8%	$ 11,041.68		$ 129,064.68
611	WASTEWATER OPERATING FUND	6113614	59700	FACILITY CHG MAINTENANCE	$ 22,026.00	0.3%	$ 2,060.65		$ 24,086.65
631	SOLID WASTE OPERATING FUND	6313630	59700	FACILITY CHG MAINTENANCE	$ 55,462.00	0.8%	$ 5,188.77		$ 60,650.77
631	SOLID WASTE OPERATING FUND	6313636	59700	FACILITY CHG MAINTENANCE	$ 69,991.00	1.0%	$ 6,548.03		$ 76,539.03
725	CUSTOMER BILLING OPS ISF	7251211	59700	FACILITY CHG MAINTENANCE	$ 45,245.00	0.7%	$ 4,232.91		$ 49,477.91
731	INFORMATION TECHNOLOGY ISF	7311801	59700	FACILITY CHG MAINTENANCE	$ 12,110.00	0.2%	$ 1,132.96		$ 13,242.96
731	INFORMATION TECHNOLOGY ISF	7311802	59700	FACILITY CHG MAINTENANCE	$ 9,099.00	0.1%	$ 851.26		$ 9,950.26
731	INFORMATION TECHNOLOGY ISF	7311803	59700	FACILITY CHG MAINTENANCE	$ 63,627.00	0.9%	$ 5,952.64		$ 69,579.64
731	INFORMATION TECHNOLOGY ISF	7311805	59700	FACILITY CHG MAINTENANCE	$ 14,925.00	0.2%	$ 1,396.31		$ 16,321.31
741	FLEET SERVICES ISF	7413750	59700	FACILITY CHG MAINTENANCE	$ 335,095.00	5.0%	$ 31,349.92		$ 366,444.92
				OTHER FUND TOTAL	**$ 1,231,493.00**	18.3%	**$ 115,212.73**	$ -	**$ 1,346,705.73**
				GRAND TOTAL EXPENSES	**$ 6,733,983.00**	100.0%	**$ 115,212.73**	**$ 514,787.27**	**$ 7,363,983.00**
735	FACILITIES MAINTENANCE ISF	7353740	49140	FACILITIES INTERNAL SVC CHGS	$ (6,733,983.00)	100.0%	$ (115,212.73)	$ (514,787.27)	$ (6,849,195.73)
				GRAND TOTAL REVENUE	**$ (6,733,983.00)**	**100.0%**	**$ (115,212.73)**	**$ (514,787.27)**	**$ (7,363,983.00)**
				NET	**$ -**		**$ -**	$ -	**$ -**

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.3

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32400352 with Toro Enterprises, Inc., for Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project, Specification No. PW 24-11. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $4,592,368 in Project funds for the Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project, Specification No. PW 24-11;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of $3,891,837 for the Project;
3. A Project contingency amount of $389,184 (10%) with Toro Enterprises, Inc. for a total not to exceed value of $4,281,021 for the Project;
4. A Project allocation amount of $311,347 (8%) for engineering, inspection, survey and project management; and
5. A project budget appropriation transfer in the total amount of $4,592,368 from 12 Alleyways Project No. C2111 to Citywide Alley Resurfacing Project No. C2102 within the General Fund (101) for $165,368 and the Measure O Fund (104) for $4,427,000.

(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/2UdjV_3Cu6Y

BACKGROUND

The Citywide Alley Resurfacing Fremont North Neighborhood Alley Reconstruction Project is part of the Public Works Capital Improvement Program (CIP) for Fiscal Year 2023-24, which consists of this Project and four additional resurfacing project locations (arterial and residential streets). This Project was prioritized based on the outcome of the Pavement Management Program brought in front of the City Council on May 18, 2021. That meeting resulted in the Council's goal to fund and support working toward and maintaining a level 70 Pavement Condition Index (PCI, a 0-100 scale) throughout the City. In alignment with this Council PCI goal of level 70, the Fremont North Neighborhood Alley Reconstruction Project addresses ten poorly rated alley locations.

Capital Improvement Program (CIP) Reference:

Project No. C2102 – Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project, Specification No. PW 24-11 - CIP 2022-2027 - Adopted May 3, 2022 – Page 49.

DISCUSSION

The Project's Scope of Work (SOW) consists of the reconstruction of nine alley locations and resurfacing of one alley

throughout the Fremont North Neighborhood, with low PCI levels and visible defective appearance of the asphalt concrete, including blisters, alligator cracking, low spots, spalling, and other tensile failures. The SOW includes removal and disposal of excavated asphalt concrete and base materials; removal of weeds, roots, and debris; compaction of subgrade and base; installation of 6" Portland Cement Concrete (PCC) pavement over 6" Class 2 aggregate base; installation of asphalt concrete; and adjustment of manholes, water valve, and meter frames & covers to finished grade.

Alley Locations (see map in Attachment 2):

1. Alley West of M Street
2. Alley North of Doris Avenue
3. Alley North of Douglas Avenue
4. Alley North of Roderick Avenue
5. Alley North of Devonshire Drive
6. Alley East of Ventura Road
7. Alley North of Edgewood Way
8. Alley North of Fremont Way
9. Alley North of Glenwood Drive
10. Alley East of Ironbark Court

The work is tentatively scheduled to begin in the spring of 2024 and continue into the summer of 2024 (80 working days), absent any delays due to supply chain issues, unforeseen site conditions, or weather. Staff will work closely with the Fremont North Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will also be disseminated via the City's communications team, door-knockers, and letters to help keep the public informed.

The Notice Inviting Formal Bids (NIFB) on the Project was published on November 9, 2023, and bids were due on December 12, 2023. The City received the following bid:

Toro Enterprises, Inc.: $3,891,837

The only bidder was Toro Enterprises, Inc. (Toro), and the bid was responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro and its subcontractors. Procurement staff verified the bidder's possession of all currently valid licenses, checked the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and confirmed registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, Staff believes that the contractor can satisfactorily complete the project.

As a secondary assessment of the lone bid, Staff reviewed and compared other recent projects, including the 2021 On-Call unit costs, the PW 23-111 Hueneme Road Street Improvement Project, and similarly-scoped bids from the County of Ventura. Staff found that unit prices in Toro's bid to be similar or only slightly higher than the comparative projects, indicating that the bids received are consistent with what the market is offering. There has also been an increase of 22% in the California Cost Index between June 2021 and June 2023, which is consistent with current inflation trends. Staff expects that rebidding would result in higher costs and impact the execution of planned resurfacing for this fiscal year.

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 $4,592,368, which includes $389,184 for project contingency (10% of the contract costs) and $311,347 for the cost of engineering services and City staff (8% of the contract cost).

On June 20, 2023, City Council approved the Fiscal Year 2023-24 Budget, which allocated $2.25M of the $20.8M invested for Street Resurfacing to the Citywide Alley Resurfacing Project. The $2.25M funding for this fiscal year from the Measure O Fund (104) and the funding for the prior fiscal year of $2.25M from the Measure O Fund (104), along with $400k from the General Fund (101) were programmed to the 12 Alleyways Project (No. C2111). As a clean up item, all available alleyway funding should be reprogrammed to the Citywide Alley Resurfacing Project (No. C2102). Therefore, a project budget appropriation transfer is needed for $4,592,368 from the 12 Alleyways Project (No. C2111) to the Citywide Alley Resurfacing Project (No. C2102). With the approved project budget appropriation transfers, there is sufficient funding available in Project No. C2102 to fund this Project.

12 Alleyways Project No. C2111				
Fund Number	**Fund Name**	**Available Project Budget**	**Transfers Out**	**New Available Project Budget**
101	General Fund	$165,368	-$165,368	$0
104	Measure O	$4,427,000	-$4,427,000	$0
TOTAL AVAILABLE PROJECT BUDGET		**$4,592,368**	**-$4,592,368**	**$0**

Citywide Alley Resurfacing Project No. C2102				
				Contract: $3,891,837 **Contingency: $389,184** **Construction Management: $311,347** **Total: $4,592,368**
Fund Number	**Fund Name**	**Available Project Budget**	**Transfers In**	**New Available Project Budget**
101	General Fund	$0	+$165,368	$165,368
104	Measure O	$0	+$4,427,000	$4,427,000
TOTAL AVAILABLE PROJECT BUDGET		**$0**	**+$4,592,368**	**$4,592,368**

For Fiscal Year 2023-24, Public Works plans to conduct a total of five resurfacing project locations (alleyways, arterial, and residential streets) with a total budget of about $20.8 million. The industry-wide increase in construction cost is a result of contractor workload and increasing material costs. The ability to execute and pay for all five of the planned projects this fiscal year will largely depend on the bidding environment at the time of solicitation. Unfortunately, this proposed alley construction project and the three paving projects bid earlier this fiscal year have bid higher than the estimates.

The remaining paving project locations include the La Colonia Neighborhood Phase III, Colonia Road & Juanita Avenue Sidewalk Improvement, Residential Resurfacing Ph II - Various Streets, and the Ramona Elementary School Pedestrian Crossing Enhancement.

For Finance Use Only: General Fund (Org. 1011001 Obj. 59800) Projects C2111 & C2102; Measure O Fund (Org. 1041001 Obj. 59800) Projects C2111 & C2102; Capital Outlay Fund (Org. 3013401 Obj. 49300//53270) Projects C2111 & C2102

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32400352 Toro PW 24-11
2. Location Map - PW 24-11 Citywide Alley Resurfacing Project
3. Presentation

CITY OF OXNARD CONTRACT FOR
CITYWIDE ALLEY RESURFACING FREMONT NORTH NEIGHBORHOOD ALLEY RECONSTRUCTION PROJECT SPECIFICATION NO. PW 24-11

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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 Citywide Alley Resurfacing Fremont North Neighborhood Alley Reconstruction Project Specification No. PW 24-11 ("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 three million eight hundred ninety one thousand eight hundred thirty seven dollars ($3,891,837.00) 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

TORO ENTERPRISES, INC.

Sean Castillo, President [2] Date

Jerry Hannigan, Secretary Date

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

[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.

Exhibit INS-G with Pollution

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.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [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 Contractors Pollution Liability and Contractors Pollution Errors & Omissions				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 PER CLAIM / OCCURRENCE $2,000,000 GENERAL AGGREGATE $2,000,000

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 insureds 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 companys 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 INSUREDS 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 (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 CITYWIDE ALLEY RESURFACING FREMONT NORTH NEIGHBORHOOD ALLEY RECONSTRUCTION PROJECT SPECIFICATION NO. PW 24-11.

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 one 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 CITYWIDE ALLEY RESURFACING FREMONT NORTH NEIGHBORHOOD ALLEY RECONSTRUCTION PROJECT SPECIFICATION NO. PW 24-11.

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 one 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.

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR CITYWIDE ALLEY RESURFACING

FREMONT NORTH NEIGHBORHOOD ALLEY RECONSTRUCTION PROJECT

SPECIFICATION NO. PW 24-11

Bidder's Name: TORO ENTERPRISES,INC.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	175,000.-	175,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	545,000.-	545,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	25,000.-	25,000.-
4	Clearing And Grubbing	1103-3	LS	LUMP SUM	60,000.-	60,000.-
5	Cold Mill AC Pavement (3" Max.)	1110-3	SQYD	2,170	7.-	15,190.-
6	Unclassified Excavation	1120-4	CY	7,000	110.-	770,000.-
7	Class 2 Aggregate Base	1130-4	TON	7,000	62.-	434,000.-
8	Asphalt Concrete Type III (DGAC-B2 PG64-10)	1150-10	TON	40	180.-	7,200.-
9	Asphalt Concrete Type III (DGAC-C2 PG64-10)	1150-10	TON	260	170.-	44,200.-
10	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	2,000	15.50	31,000.-
11	Remove And Replace PCC Alley Driveway, 8" Thick	1174-6	SQFT	3,780	43.25	163,485.-

12	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	300	160.-	48,000.-
13	Install PCC Curb (A1-6)	1174-6	LF	135	112.-	15,120.-
14	Remove And Replace 4-Ft Wide PCC Ribbon Gutter	1174-6	LF	200	200.-	40,000.-
15	Install 6" Thick PCC Pavement	1180-6	CY	3,500	~~390.-~~ (SC) 415.-	~~1,365,000.-~~ (SC) 1,452,500.-
16	Adjust Water Valve Frame And Cover To Finished Grade	1185-4	EA	5	1,025.-	5,125.-
17	Adjust Manhole Frame And Cover To Finished Grade	1185-4	EA	15	1,625.-	24,375.-
18	Remove And Replace Water Meter Box With Traffic Rated AMR Box	1187-4	EA	17	940.-	15,980.-
19	Install 3" Dia. Steel Bollard (FH Guard) Per City Std Plate 301	1192-5	EA	2	950.-	1,900.-
20	Remove And Re-install Existing Gate Metal Railing	1192-5	LF	20	285.-	5,700.-
21	Install Blue RPM	1515-4	EA	4	33.-	132.-
22	Remove, Relocate, Or Reset Traffic Sign Post Including All Attachments Per City Std Plate 203/204	1530-4	EA	7	240.-	1,680.-
					TOTAL BASE AMOUNT:	$ 3,880,587.-

ADDITIVE ITEMS

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
23	Cement Stabilized Pulverized Base	1149-5	CY	50	185.-	9,250.-
24	Install Geotextile – Tensar TriAx Geogrid	1192-5	SQYD	1,000	2.-	2,000.-
					TOTAL ADDITIVE ITEMS:	$ 11,250.-

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 3,891,837.—

TOTAL BID PRICE IN WORDS: Three Million Eight hundred Nintyone Thousand Eight hundred Thirty Seven dollars and zero cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and all Additive Items.

Contractor must complete all Work within eighty (80) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	None	#03	
#02		#04	

Bidder's Name (Company): TORO ENTERPRISES,INC.

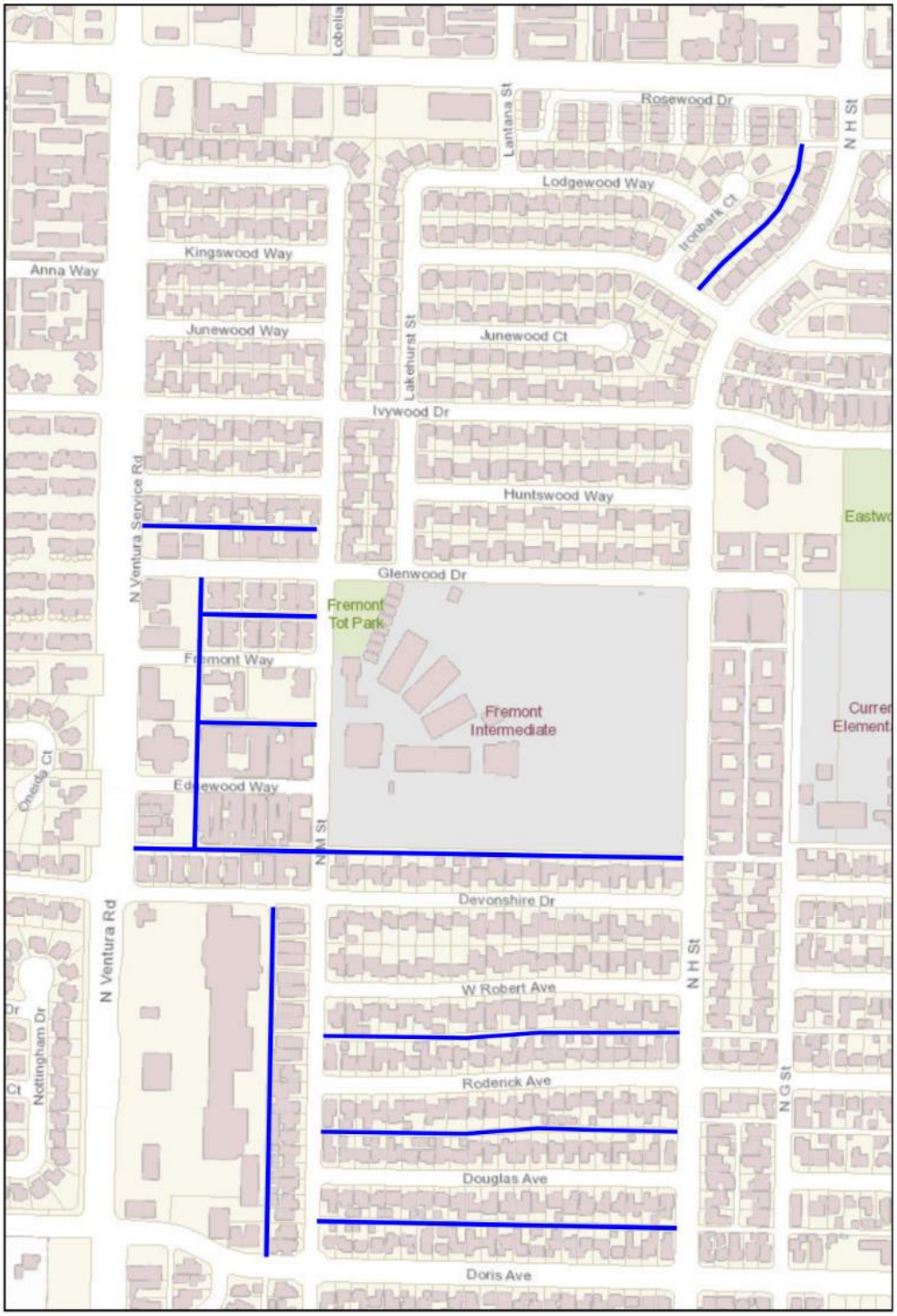
Signature: _____ Title: PRESIDENT

Print: SEAN CASTILLO Date: 12/11/23

Signature: _____ Title: SECRETARY

Print: JERRY HANNIGAN Date: 12/11/23

ALLEY RECONSTRUCTION - FREMONT NORTH NEIGHBORHOOD



Legend

- Proposed Alley reconstruction work

Agreement 32400352 with Toro Enterprises, Inc., for Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project

City Council
February 6, 2024

Morgan Kessler, PE
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $4,592,368 in Project funds for the Citywide Alley Resurfacing - Fremont North Neighborhood Alley Restoration Project, Specification No. PW 24-11;

2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of $3,891,837 for the Project;

3. A Project contingency amount of $389,184 (10%) with Toro Enterprises, Inc. for a total not to exceed value of $4,281,021 for the Project;

4. A Project allocation amount of $311,347 (8%) for engineering, inspection, survey and project management; and

5. A project budget appropriation transfer in the total amount of $4,592,368 from 12 Alleyways Project No. C2111 to Citywide Alley Resurfacing Project No. C2102 within the General Fund (101) for $165,368 and the Measure O Fund (104) for $4,427,000.

BACKGROUND

- On May 18, 2021, the City Council considered a staff report regarding the Pavement Management Program

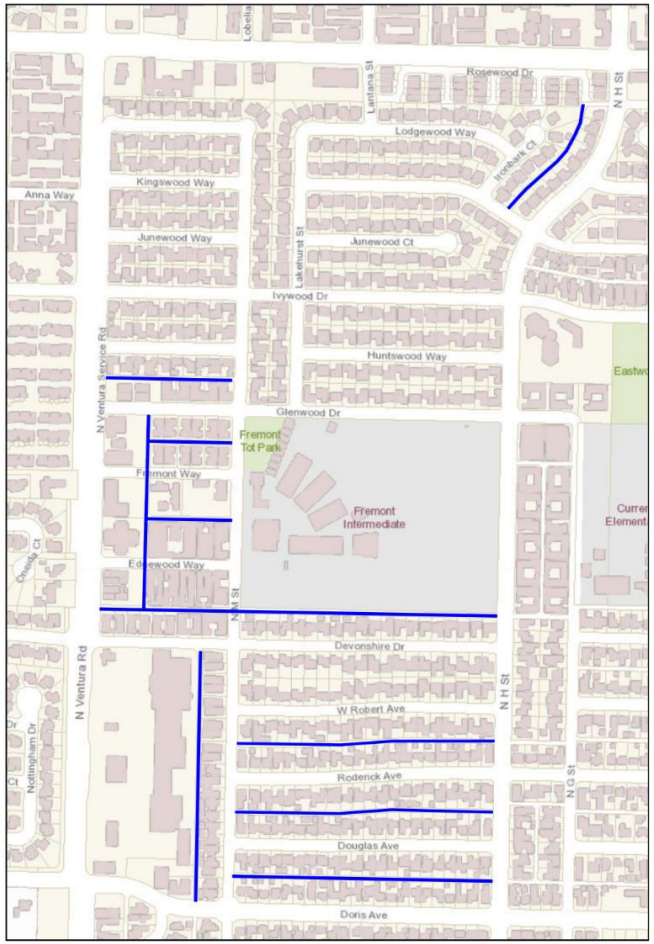
- The project includes the resurfacing of the street movement at various alleys throughout the City of Oxnard. The Fremont North Neighborhood Alley Reconstruction Project was observed with existing pavement surfaces in overall poor condition with notable alligator cracking, rutting, patches, and raveling of pavement conditions

- The outcome was the Council recommended identifying funding to support working towards, and ultimately maintaining, the average Pavement Condition Index (PCI) to a level of 70

DISCUSSION

- 10 locations within the Fremont North Neighborhood

- The Work includes
  - Demolition
  - Removal of vegetation
  - Base preparation
  - Paving
  - Utility adjustments



DISCUSSION

- Notices inviting Bid published on November 8, 2023
- Bids due on December 12, 2023
- Lowest, responsive bidder: Toro Enterprises
- Staff researched and verified all required contractor credentials

FINANCIAL IMPACT

- Total cost for this Project shall not exceed $4,592,368, which includes $389,184 for project contingency (10% of the contract costs) and $311,347 for the cost of engineering services and City staff (8% of the contract cost)

- Council approved $20.8M invested for Street Resurfacing of which $2.25M has been allocated to the Citywide Alley Resurfacing Project

- The $2.25M funding for this fiscal year from the Measure O Fund (104) and the funding for the prior fiscal year of $2.25M from the Measure O Fund (104), along with $400k from the General Fund (101) were programmed to the 12 Alleyways Project (No. C2111)

- As a clean up item, all available alleyway funding should be reprogrammed to the Citywide Alley Resurfacing Project (No. C2102)

    - A project budget appropriation transfer is needed for $4,592,368 from the 12 Alleyways Project (No. C2111) to the Citywide Alley Resurfacing Project (No. C2102) to fund this project

FINANCIAL IMPACT

- Fiscal Year 2023-24, Public Works plans to conduct a total of five resurfacing project locations (alleyways, arterial, and residential streets) with a total budget of about $20.8 million

- The City's ability to execute and pay for all five of the planned projects this fiscal year will largely depend on the bidding environment at the time of solicitation

- Industry-wide increase in construction cost is a result of contractor workload and increasing material costs that resulted in the proposed alley construction project and the three paving projects bid earlier this fiscal year being bid higher than the estimates

- The remaining paving project locations include the La Colonia Neighborhood Phase III, Colonia Road & Juanita Avenue Sidewalk Improvement, Residential Resurfacing Ph II - Various Streets, and the Ramona Elementary School Pedestrian Crossing Enhancement

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.4

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Golf Management Agreement. (10 minutes)

RECOMMENDATION

That the City Council authorize staff to enter into negotiations with American Golf Corporation for a new Agreement to manage the River Ridge Golf Club operations.

(The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/69uH3oiNOTs

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") that began on July 1, 2019 and will expire on June 30, 2024.

DISCUSSION

With the pending expiration of the AGC Agreement, which will occur on July 1, 2024 for the management of the golf operations, staff has been identifying options for a new agreement with a vendor to operate the golf course enterprise. Generally, two options are available for a third-party vendor to manage the golf operations: (1) send out a new Request For Proposals (RFP) for all vendors to submit individual proposals or (2) directly negotiate with the existing vendor based upon certain criteria. The Public Works Department has confirmed with the City's Purchasing Agent, per Article 4-52 of the City Code for Trade and Professional Services, that the City may enter into new negotiations with AGC based upon their performance of managing the golf operations during the current Agreement. Staff has identified three key elements to make this recommendation to the City Council. These include: financial stability/viability, customer satisfaction, and the condition of the golf course.

KEY ELEMENTS:

Financial -

The golf operations have been profitable during each operating year of AGC's management. This includes the COVID years when the golf operations posted net profits of $2.2 million in FY 2020-21 and $1.8 million in FY 2021-22. For FY 2022-23, the total revenues were $6.2 million with expenditures of $4.7 million. Therefore, the net revenue for the golf operation in FY 2022-23 was $1.5 million. The declining net revenues for each fiscal year are directly associated with the increases for living wage, prevailing wage, and the increasing costs of utilities and goods and services. To generate more

revenue, the golf course green fees were increased by an average of $5 per round beginning on July 1, 2023. The FY 2023-24 Golf Annual Plan had projected revenues of $6.1 million. However, after the first half of this fiscal year, the revenues are now projected to exceed $7 million.

The net revenues for each fiscal year remain with the Golf Enterprise Fund as the Fund Balance. The Fund Balance is the accumulation of operating surpluses that includes the annual net revenues. At the completion of each fiscal year, these surpluses are transferred into this fund and can only be used for the operations and improvements of the golf operations. For best management practice, per Council policy, the Fund Balance reserves $1.4 million to cover six months of golf operating expenses. Therefore, the Golf Enterprise available fund balance, in excess of the Council policy, as of June 30, 2023 is $3.3 million.

The annual net revenue amounts posted by AGC for the golf course operations were not seen under the previous golf course operator and agreement.

Customer Satisfaction -

Between October 10, 2023 and December 10, 2023, a customer survey was conducted to measure the satisfaction of golf course users based on the management by AGC. This survey was targeted to actual golf course users who are on the email list for the River Ridge Golf Club. Additionally, a computer was provided in the pro shop for customers to take the survey in person. The survey results (Attachment 1) were calculated from 1,094 customers. It is interesting to note that 62% of the golf course customers are not residents of the City of Oxnard, and 64% of the customers do not consider River Ridge to be their primary course. Therefore, the majority of the revenues that are generated by the golf operations are from non-residents. In terms of value, 55% of the users surveyed consider the golf course to be a good or excellent value, while 29% consider it a fair value, and only 2% consider it a poor value. In response to the friendliness of staff, 95% of the customers surveyed consider the staff to be “Friendly” to “Very Friendly”.

Course Conditions and Improvements -

In terms of the golf course conditions, 35% consider the golf course conditions to be in “Average Quality”, 40 % “Good Quality”, and 5% “Excellent Quality”. Finally, 58% of the users consider the golf course to be in better condition than it was three years ago.

In FY 2022-23, the golf operations generated over $400,000 for receptions and events. Currently, there are $328,000 in deposits and contracts for scheduled receptions and events with another six months remaining in this fiscal year. To accommodate more services that will generate more revenue, the City has a Capital Improvement Project (CIP) to construct a new Event Pavilion at the River Ridge Golf Club to accommodate more events such as golf receptions, weddings, end-of-life celebrations, and other private parties. The current CIP budget for the Event Pavilion is $600,000. However, after an initial feasibility review, this project will require additional funding. In response, AGC is proposing, subject to a new agreement for up to 10 years, to assist with the new Event Pavilion by contributing up to $525,000 total, in installments from their annual incentive fee, towards the costs of this project. If staff is directed to work directly with AGC on a new agreement, this is one of the topics and amounts that will be negotiated in the best interest of the golf course operations and keeping within the allowable procedures and process for procurement.

Summary -

As a result of AGC’s performance since July 1, 2019 as measured by the continual annual postings of positive revenues, the positive feedback from the recent customer survey, and the proposal by AGC to assist with funding the facility (e.g. event space improvements), staff recommends receiving approval from the City Council to enter into negotiations to continue the management of the golf operations by American Golf Corporation through a new negotiated Agreement. The new negotiated terms, Agreement, and cost will be brought back to the City Council for review, comments, edits, and final approval.

Alternative -

As an alternative to negotiating directly with AGC, staff would produce a RFP and solicit for proposals to be evaluated. Staff does not recommend this option because AGC has proven their qualifications and performance and there

is no guarantee that the RFP process would result in an operator that could equal or better the success of AGC. Therefore, staff recommends approval to enter into negotiations for a new agreement and save the time and resources that will be required for the RFP process.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no direct financial impact with approving this recommendation. River Ridge Golf Course operates as an Enterprise Fund. Therefore, operational expenses are paid through golf course revenues with no impact on the General Fund. The cost for the new golf management agreement by AGC, or another operator, will be presented to the City Council for approval at a future Council meeting and will remain an operations cost of the Golf Enterprise Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

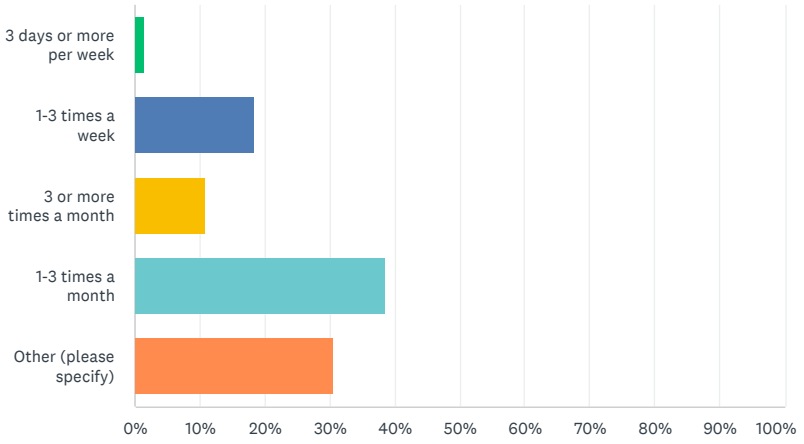
1. River Ridge Golf Course User Survey _ SurveyMonkey
2. Presentation

QUESTION SUMMARIES | DATA TRENDS | INDIVIDUAL RESPONSES

Q1

How often do you play River Ridge Golf Course?

Answered: 1,090 Skipped: 4

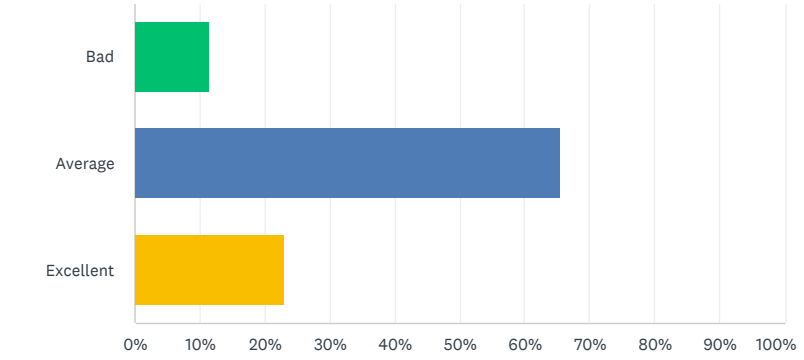


ANSWER CHOICES		RESPONSES	
3 days or more per week		1.56%	17
1-3 times a week		18.35%	200
3 or more times a month		10.92%	119
1-3 times a month		38.62%	421
Other (please specify)	Responses	30.55%	333
TOTAL			**1,090**

Q2

How do you rate your most recent round?

Answered: 1,083 Skipped: 11



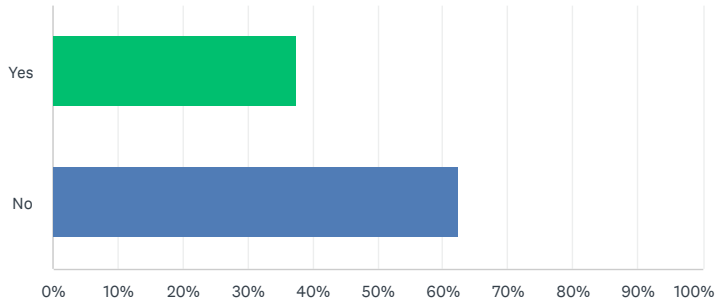
Share Link COPY 1094 responses

Bad	11.54%	125
Average	65.37%	708
Excellent	23.08%	250
TOTAL		**1,083**

Q3

Is River Ridge Golf Course your primary course?

Answered: 1,090 Skipped: 4

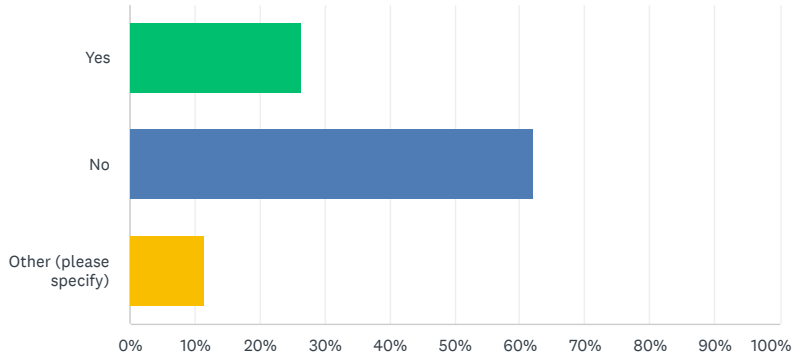


ANSWER CHOICES	RESPONSES	
Yes	37.61%	410
No	62.39%	680
TOTAL		**1,090**

Q4

Do you live in Oxnard?

Answered: 1,091 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	26.49%	289
No	61.96%	676

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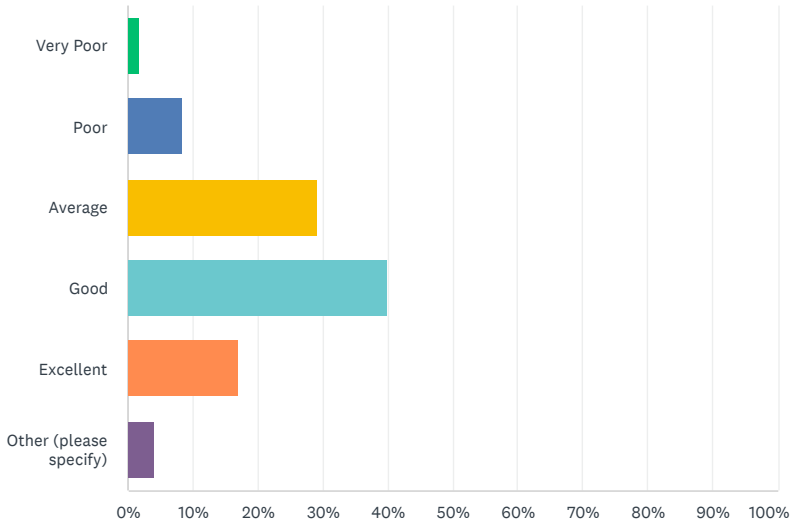
Q5

How would you rate the value?

Answered: 1,091 Skipped: 3

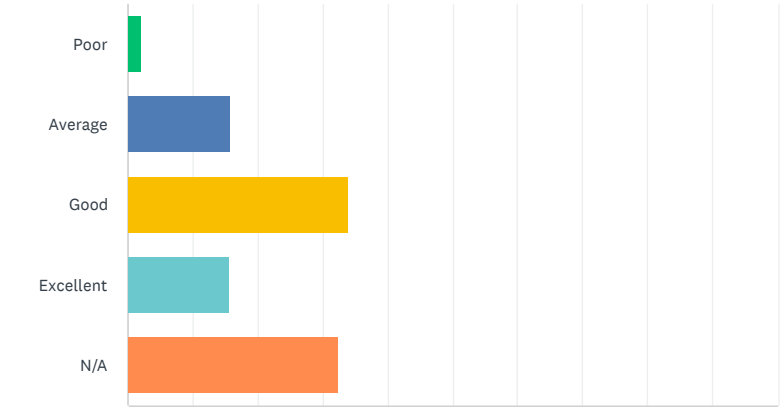


ANSWER CHOICES		RESPONSES	
Very Poor		1.74%	19
Poor		8.25%	90
Average		29.24%	319
Good		39.78%	434
Excellent		16.96%	185
Other (please specify)	Responses	4.03%	44
TOTAL			**1,091**

Q6

How would you rate the food?

Answered: 1,087 Skipped: 7



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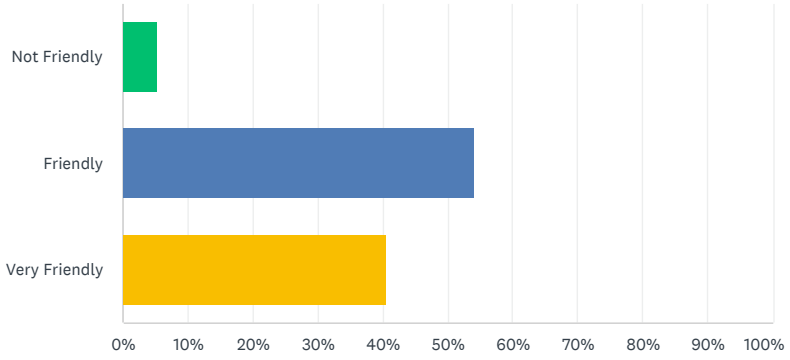
Poor	2.21%	24
Average	15.82%	172
Good	33.95%	369
Excellent	15.55%	169
N/A	32.47%	353
TOTAL		**1,087**

Q7

How would you rate the staff?

Answered: 1,084 Skipped: 10

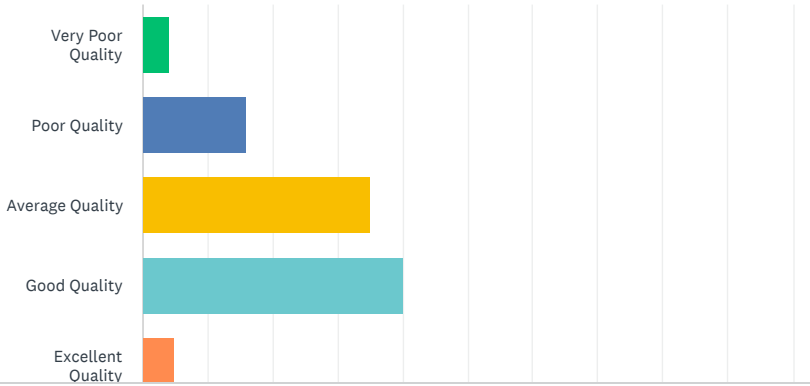


ANSWER CHOICES	RESPONSES	
Not Friendly	5.35%	58
Friendly	54.24%	588
Very Friendly	40.41%	438
TOTAL		**1,084**

Q8

How would you rate the course conditions?

Answered: 1,089 Skipped: 5



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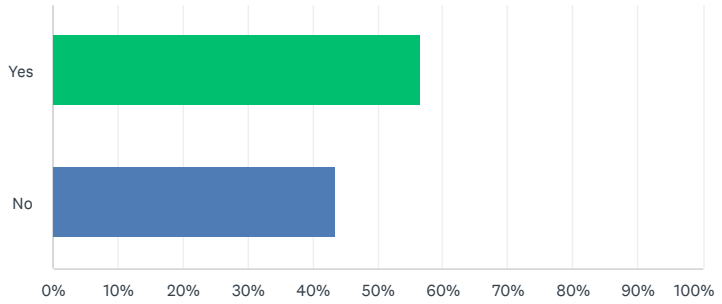
ANSWER CHOICES	RESPONSES	
Very Poor Quality	3.95%	43
Poor Quality	16.07%	175
Average Quality	34.99%	381
Good Quality	40.13%	437
Excellent Quality	4.87%	53
TOTAL		**1,089**

Q9

Do you think the course conditions have improved in the last three (3) years?

Answered: 1,041 Skipped: 53

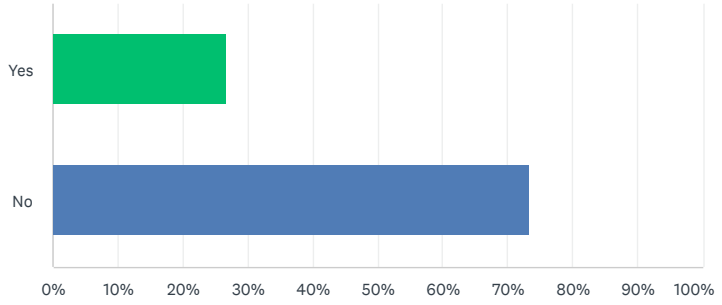


ANSWER CHOICES	RESPONSES	
Yes	56.58%	589
No	43.42%	452
TOTAL		**1,041**

Q10

Are you a Players Club Member?

Answered: 1,087 Skipped: 7



Share Link COPY 1094 responses

Golf Management Agreement

Public Works & Transportation Committee, January 9, 2024

City Council, February 6, 2024

Steve Howlett
Assistant Director of Public Works

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works & Transportation Committee recommend that the City Council authorize staff to enter into negotiations with American Golf Corporation for a new Agreement to manage the River Ridge Golf Club operations.

RECOMMENDATION

That the City Council authorize staff to enter into negotiations with American Golf Corporation for a new Agreement to manage the River Ridge Golf Club operations.

BACKGROUND

- The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department.

- The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation ("AGC").

- AGC was awarded the management agreement ("Agreement") that began on July 1, 2019 and will expire on June 30, 2024.

DISCUSSION

- With the pending expiration of the AGC Agreement, which will occur on July 1, 2024 for the management of the golf operations, staff has been identifying options for a new agreement with a vendor to operate the golf course enterprise.

- Generally two options are available for a third-party vendor to manage the golf operations:
  - send out a new Request For Proposals (RFP) for all vendors to submit individual proposals, or
  - directly negotiate with the existing vendor based upon certain criteria.

DISCUSSION

- The Public Works Department has confirmed with the City's Purchasing Agent, per Article 4-52 of the City Code for Trade and Professional Services, that the City may enter into new negotiations with AGC based upon their performance of managing the golf operations during the current Agreement.

- Staff has identified three key elements to make this recommendation to the City Council. These include: financial stability/viability, customer satisfaction, and the condition of the golf course.

Financial

- The golf operations have been profitable during each operating year of AGC's management. This includes:
  - $2.2 million in FY 2020-21 (COVID)
  - $1.8 million in FY 2021-22 (COVID)
  - $1.5 million in FY 2022-23

The declining net revenues for each fiscal year are directly associated with the increases for living wage, prevailing wage, and the increasing costs of utilities and goods and services.

DISCUSSION

- To generate more revenue, the golf course green fees were increased by an average of $5 per round beginning on July 1, 2023.

- The FY 2023-24 Golf Annual Plan had projected revenues of $6.1 million. However, after the first half of this fiscal year, the revenues are now projected to exceed $7 million.

- The net revenue amounts posted by AGC for the golf course operations was not seen under the previous golf course operator and agreement.

DISCUSSION

- The net revenues for each fiscal year remain with the Golf Enterprise Fund as the Fund Balance. The Fund Balance is the accumulation of operating surpluses that includes the annual net revenues.

- At the completion of each fiscal year, these surpluses are transferred into this fund and can only be used for the operations and improvements of the golf operations.

DISCUSSION

- For best management practice, per Council policy, the Fund Balance reserves $1.4 million to cover six months of golf operating expenses. Therefore, the Golf Enterprise available fund balance, in excess of the Council policy, as of June 30, 2023 is $3.3 million.

Customer Satisfaction

- Between October 10, 2023 and December 10, 2023, a customer survey was conducted to measure the satisfaction of golf course users based on the management by AGC.

- This survey was targeted to actual golf course users who are on the email list for the River Ridge Golf Club. A computer was provided in the pro shop for customers to take the survey in person.

DISCUSSION

- The survey results were calculated from 1,094 customers. It is interesting to note that 62% of the golf course customers are not residents of the City of Oxnard, and 64% of the customers do not consider River Ridge to be their primary course.

- In terms of value, 55% of the users surveyed consider the golf course to be a good or excellent value, while 29% consider it a fair value, and only 2% consider it a poor value.

- In response to the friendliness of staff, 95% of the customers surveyed consider the staff to be “Friendly” to “Very Friendly”.

Course Conditions and Improvements

- In terms of the golf course conditions, 35% consider the golf course conditions to be in “Average Quality”, 40 % “Good Quality”, and 5% “Excellent Quality”.

- Finally, 58% of the users consider the golf course to be in better condition than it was three years ago.

DISCUSSION

- In FY 2022-23, the golf operations generated over $400,000 for receptions and events. Currently, there are $328,000 in deposits and contracts for scheduled receptions and events with another six months remaining in this fiscal year.

- To accommodate more services that will generate more revenue, the City has a Capital Improvement Project (CIP) to construct a new Event Pavilion at the River Ridge Golf Club to accommodate more events such as golf receptions, weddings, end-of-life celebrations, and other private parties.

- The current CIP budget for the Event Pavilion is $600,000. However, after an initial feasibility review, this project will require additional funding.

DISCUSSION

- In response, AGC is proposing, subject to a new agreement for up to 10 years, to assist with the new Event Pavilion by contributing up to $525,000 total, in installments from their annual incentive fee, towards the costs of this project.

- If staff is directed to work directly with AGC on a new agreement, this is one of the topics and amounts that will be negotiated in the best interest of the golf course operations and keeping within the allowable procedures and process for procurement.

Summary

- As a result of AGC's performance since July 1, 2019 as measured by the continual annual postings of positive revenues, the positive feedback from the recent customer survey, and the proposal by AGC to assist with funding the facility (e.g. event space improvements), staff recommends receiving approval from the City Council to enter into negotiations to continue the management of the golf operations by American Golf Corporation through a new negotiated Agreement. The new negotiated terms, Agreement, and cost will be brought back to the City Council for review, comments, edits, and final approval.

Alternative

- As an alternative to negotiating directly with AGC, staff would produce a RFP and solicit for proposals to be evaluated. Staff does not recommend this option because AGC has proven their qualifications and performance and there is no guarantee that the RFP process would result in an operator that could equal or better the success of AGC. Therefore, staff recommends approval to enter into negotiations for a new agreement and save the time and resources that will be required for the RFP process.

FINANCIAL IMPACT

There is no direct financial impact with approving this recommendation. River Ridge Golf Course operates as an Enterprise Fund. Therefore, operational expenses are paid through golf course revenues with no impact on the General Fund. The cost for the new golf management agreement by AGC, or another operator, will be presented to the City Council for approval at a future Council meeting and will remain an operations cost of the Golf Enterprise Fund.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.5

DATE: February 6, 2024

TO: City Council

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

SUBJECT: First Amendment to Trade Services Agreement 32300370 with R.A. Atmore & Sons, Inc. for Citywide On-Call Abatement Services. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to a Trade Services Agreement with R.A. Atmore & Sons, Inc. to increase the not to exceed amount from $200,000 to $1,400,000 through June 30, 2025, for citywide on-call abatement services.

(The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

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

BACKGROUND

From 2009 to 2023, the County of Ventura (County) provided work release crews to the City of Oxnard to assist the Public Works Department with various maintenance tasks, including medians, weed abatement, and debris removal. This program provided an eight-person crew for $550 per day, including transportation to and from the job sites. However, the County restructured its work release program to remove its daily law enforcement oversight and transportation. The crews were allowed to continue providing services if the City was willing to be responsible for the oversight of the workers and their transportation to the job sites. The program responsibility by the City without the oversight of law enforcement resulted in the services ending between the County and the City in May 2023. Community Development ran a Request for Bid (RFB) CD23-90 that closed in March 2023. The result of the RFB award is an on-call abatement services agreement with R.A. Atmore & Sons, Inc. to support Code Compliance and the Housing Department with various types of abatement services, including vegetation abatement, debris abatement, and health and safety violation abatement. The current abatement agreement with R.A. Atmore & Sons, Inc. was established by Community Development for $200,000.

DISCUSSION

Staff in Public Works and Community Development collaborated to review the previously released RFB and current contract to ensure that the services that Public Works was in search of were covered in the scope of the current on-call abatement agreement. Staff also met with representatives from R.A. Atmore & Sons, Inc. to ensure the company had an understanding and ability to meet the additional needs of the City.

In the Fiscal Year 2023-24 Council-approved Budget, the Public Works Department was provided an additional $325,000 to support right-of-way abatement efforts in various locations of the City, including alleyways, City properties, and other City right-of-way locations. With the ending of the services typically provided by the County work release crews, staff was tasked with finding alternative solutions to ensure these services are continued throughout the City.
The Housing Department has identified established homeless encampments to be cleaned up during FY 2024 utilizing

funds provided by the Department of Housing and Urban Development (HUD).

City staff has determined that amending the current agreement to $1,400,000 will allow Public Works, Community Development, Housing, and any other departments requesting abatement services covered under the scope of work the ability to utilize this agreement. This will help to ensure City staff can address these items in an efficient and effective manner. Streets and other Public Works divisions will utilize these abatement services covered under this agreement within the City's right-of-way responsibility during the remainder of the agreement term.

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 First Amendment with R.A. Atmore & Sons, Inc. shall not exceed $1,200,000 through June 30, 2025 with a new total not to exceed contract value of $1,400,000. There are funds in the Fiscal Year 2023-24 Council-approved budget in the Streets and Parks divisions for these abatement services. Subsequent fiscal year funding will be requested in the annual budget process.

R.A. Atmore & Sons, Inc./Agreement No. 32300370 Spending Plan				
Division	**Account**	**FY 2023-24**	**FY 2024-25**	**Total**
Streets	1013401-53200	$140,000	$140,000	$280,000
Parks	1013301-53200	$185,000	$185,000	$370,000
Community Development	1014103-53200	$100,000	$100,000	$200,000
Housing	1018103-53200	$75,000	$75,000	$150,000
Housing -HUD	2018101-53200- G2015	$290,000	-	$290,000
As-needed	Various	$55,000	$55,000	$110,000
TOTAL		**$845,000**	**$555,000**	**$1,400,000**

COMMITTEE OUTCOME

The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.

Prepared by: Steve Howlett, Assistant Public Works Director, Philip Schwieder, Streets Division Manager

ATTACHMENTS

1. First Amendment Agreement 32300370
2. Agreement 32300370
3. Presentation

FIRST AMENDMENT TO TRADE SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and R.A. Atmore & Sons, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on May 1, 2023, by City and R.A. Atmore & Sons, Inc..

City and Vendor agree as follows:

1. The agreement amount in Section 4 of the Agreement is hereby amended to "$1,400,000."

2. The following language is added to Section 29 of this Agreement:

"**IRAN CONTRACTING ACT.**

In accordance with the Iran Contract Act of 2010 (Public Contract Code section 2200-2208) CITY requires that an SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with CITY with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER 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.

A SERVICE PROVIDER is ineligible to enter into any contract with CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F."

3. The "Iran Contract Act Certification" is hereby attached to the Agreement at "Exhibit F." The Iran Contract Act Certification form is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
☐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

R.A. ATMORE & SONS, INC.

_____ _____
Richard A. Atmore, President Date

_____ _____
George Atmore, 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.

EXHIBIT F
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/entity identified 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 engaged in 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 institution engaged 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 _____

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND R.A. ATMORE & SONS, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of R.A. Atmore & Sons, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. **SUMMARY DESCRIPTION OF SERVICES.** On call abatement services
This is Agreement is for "on call" or "as needed" services as identified in Exhibit A-Scope of Services. The City does not guarantee that any services will be requested under this agreement or that any services requested under this agreement will reach the agreement amount listed in section 4. All "on call" or "as needed" services requested by the City shall be paid at the rates identified in Exhibit B-Rate and Cost Sheet.

2. **PARTIES.**

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

R.A. Atmore & Sons, Inc. ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 2977 Sexton Canyon Rd, Ventura, CA 93003

3. **TERM OF AGREEMENT:** From May 1, 2023 To June 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

3.3_The CITY shall have the option for (3) three consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. **AGREEMENT AMOUNT NOT TO EXCEED:** $200,000.00

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Michael Wolfe, P.E.
Title: Public Works Director
Phone: (805) 652-4517
Email: michaelwolfe@oxnard.org
Mailing Address (if differs from above):
305 West Third Street
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: George Atmore
Title: V.P. of Operations
Phone: 805-947-9351
Email: George@raatmore.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement

as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **ComDevAP@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for

compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance

of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in

the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED] -

29. [RESERVED] -

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war

or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart

executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

Agreement No. 32300370

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 5/15/23

☐ John C. Zaragoza, Mayor[1] Date

☒ Jennifer Yates, [2]
Purchasing Manager

R.A. ATMORE & SONS, INC.

4/17/23

Richard A. Atmore, President Date

George Atmore 4/17/23

George Atmore, Secretary[3] Date

APPROVED AS TO FORM:

4/11/23

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

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[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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and R.A. Atmore & Sons, Inc.)

SCOPE OF SERVICES

On private properties, the Contractor will perform nuisance abatement services and work to minimize dangerous and unsafe conditions including, but not limited to the following:

Vegetation Abatement
Mowing, trimming and removal of dead and dry weeds, brush and trees. Trim and remove any vegetation that is obstructing any public right-of-way.

Debris/Junk/Litter/Trash Abatement
Removal and disposal of items identified by City staff to be public nuisances.

Health and Safety Violations Abatement

Securing unsafe and/or abandoned properties, buildings and structures. Fencing unfenced and/or abandoned swimming pools and excavations

General Requirements

1. The Contractor will be required to perform abatement services, including but not limited to the following: mow, trim grass and vegetation to ground level; remove and dispose of all debris, junk, litter and trash; remove hanging dry or dead trees, limbs and branches; clear public easements, public right-of-ways and sight distance triangles (line of sight hazards); and drain swimming pools and other sources of stagnant water entrapments. The Contractor may also be required to board and secure buildings, structures and premises.

2. The Contractor shall comply with all Federal, State and City lans, ordinances, statutes, rules and regulations governing all aspects of work including, but not limited to, proper disposal of debris, tires, oils, fluids, gases, applicants, equipment and furniture.

3. The Contractor shall have the ability to send/receive work orders, invoices, and documents, via electronic media. Electronic media shall be deemed to include, but is not limited to, email and fax. Email shall have the capacity of receiving and/or sending large document files.

4. Communication between the Contractor and the City's Code Compliance Division may be in the form of an email or telephone call. Verbal communication is acceptable provided that a follow-up email or written documentation memorializing the conversation is sent and received.

5. Contractor must specify a designated manager authorized to communicate on the Contractor's behalf.

6. If the Contractor finds that the work on the property has already been completed, the Contractor shall immediately notify the City of these findings and may only charge the City a mobilization charge.

7. If the Code Compliance Division has determined that the Contractor's work was not completed to satisfactory standards, the Contractor must repeat the work within 48 hours. The Contractor may not charge for any additional costs associated with this repeat work.

8. Since the Code Compliance Division needs to document all communications with the property owner(s), occupant(s), and tenant(s), Contractors shall not interact with these parties.

9. If the Contractor encounters a problem with an argumentative or non-cooperative party on the subject property, the Contractor shall not engage with this party and should leave the property. The Code Compliance Division should be contacted at (805) 385-7940 or Oxnard Police Department at (805) 385-7740. In case of an emergency, the Contractor should call 911.

10. If the Contractor fails to timely perform work as assigned, submits improper invoices, fails to conform to the requirements of any provision contained herein or in the work order, this may result in termination at the discretion of the City.

Specific Requirements

1. **Work Orders**

   The Contractor must confirm receipt of a Work Order within 24 hours by email acknowledgement. Within the acknowledgement, the Contractor shall provide the date on which the Contractor will begin work, not to exceed 7 business days. If the Contractor does not begin work on the date provided, the City may reassign the Work Order to another contractor and provide notice in writing

to the Contractor that the work has been reassigned. If the Contractor cannot accommodate a Work Order schedule, the City may reassign to another contractor.

2. **Notice to Abate - Authority**

The Work Order furnished by the City to the Contractor constitutes the Contractor's authority to perform abatement services. If any discrepancy arises with any other documents during the execution of a Work Order, it is the responsibility of the Contractor to contact the City before the work begins. Failure to do so may result in the Contractor absorbing all costs and legal responsibility of the abatement on incorrectly designated property. Any discrepancy, ambiguity or conflict with the Work Order shall be clarified prior to performing any work.

3. **Execution of Work**

1. **Non-Emergency Abatement**
Unless otherwise identified on the Work Order, vegetation abatement and debris/junk/litter/trash removal are considered non-emergency nuisance abatements.

2. **Emergency Abatement**
All work shall be treated as an emergency, except where noted as a non-emergency. Emergency work must commence within 24 hours of assignment.

3. **Timeframe for Completion**
Except where a deviation is expressed on the Work Order, all abatement work shall be completed as quickly as possible within three days from work commencement. Work not started or completed within the timeframe allotted may be grounds to relieve the Contractor from the job site. The Contractor will be paid for the work completed, subject to the requirements herein, and the remaining work for the job may be reassigned to another contractor.

4. **Site Conditions**
If the work specified by the City deviates from actual conditions on the site, the Contractor shall contact the Code Compliance Division to reconcile any differences prior to performing work.

5. **Scope of Work**
The Contractor is authorized to perform work as outlined in the Work Order. If the work specified by the City deviates from actual conditions on site, the Contractor shall contact the Code Compliance Division to reconcile any differences prior to performing work. Any work performed outside the scope of the Work Order shall not be chargeable to the City, unless written authorization is received prior to performing work.

Service Requirements

1. **Vegetation Abatement**

   All dry, dead, obstructing and other nuisance vegetation must be properly removed and disposed of. Removal will include the designated property and all rights-of-way, fence lies, easements and yards. Failure to rake, blow, bag and remove all vegetation clippings will result in non-payment.

2. **Debris/Junk/Litter/Trash Abatement**

   All visible debris, junk, litter and trash must be removed from the property and disposed of in accordance with all applicable laws and to the satisfaction of the City and in accordance with the Work Order. Examples include but are not limited to household trash, appliances, furniture, equipment, building materials, tires and other nuisance items. The Contractor shall be required to provide removal services at properties where illegal dumping activity has taken place.

   The Work Order will specify which items are to be removed, specific locations of these items, and specific items that are not to be removed. The Contractor shall not remove any debris not specified in the Work Order, except where written clarification has been provided.

   The Contractor shall contact the Code Compliance Division:

   - If the Contractor is unsure as to whether an item that is listed for removal in a Work Order should be removed from the premises (ie: personal effects)
   - If the items should be removed from the property that are not listed on the Work Order (ie: debris that may have been overlooked)
   - If the Contractor notices any hazardous materials on the property

3. **Securing**

   The Contractor must conform to all boarding and securing of buildings and structures in accordance with the International Property Maintenance Code (IPMC) standards.

   All plywood or other coverings used to cover openings shall be painted, upon request, with a color(s) similar to the color of the building or structure.

4. **Fencing**

   To secure hazards, the City will request that temporary fencing is to be installed to inhibit access to the hazard. The Contractor may be requested to install fencing that connects to existing fencing.

5. **Swimming Pools and Other Areas**

   The Contractor will be requested to drain pools and other areas where water accumulation exists. If the pool or area cannot be drained, the Contractor shall install protective fencing around the pool.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and R.A. Atmore & Sons, Inc.)

SCHEDULE OF COMPENSATION

REGULAR RATES	2023 RATE
Regular Hours	Rate/hr
Foreman -QAL	$69.00
Foreman	$56.00
Foreman OT	$84.00
Laborers	$44.00
Laborers OT	$66.00
Tool Truck	$34.00
Crew Truck	$18.00
Trailer	$13.00
Tool Truck w/trailer	$43.00
Dump Truck w/trailer	$88.00
Isuzu Dump Truck	$79.00
Dump Truck 5500	$75.00
Spray Rig w/truck	$64.00
Tyvek Suit (per each)	$12.00
Chipper	$81.00
Case 445 Skid Steer	$150.00
Kubota 44hp Mower Tractor	$114.00
RTV	$29.00
Back Hoe	$157.00
Tractor, 105hp w/Mower	$191.00
SVL95 Track Loader w/ Mower	$192.00
SVL95 Track Loader w/ Bucket	$162.00
DR Mower	$29.00
GMC 7000	$80.00
Water Trailer	$46.00
John Deer 85 HP w/ Disc or Mower	$174.00
ATV	$12.00
Portable toilet per day	$28.00

Agreement No. 32300370

Herbicide	Amount	oz.	qt	gal	ea.
All (Glyphosate)(Glystar)	Gallon	$0.78		$79.84	
Imazapyr	2.5 gal	$2.10		$93.45	
Habitat	2.5 gal	$2.10		$93.45	
OUST	48 oz.	$6.50			
Milestone VM	Per qt	$5.50	$176.00	$704.00	
Brandt No Foam B (Surfactant)		$0.42	$13.12	$52.50	
Marking Dye (Big Foot, blue)		$0.34		$44.35	
Tyvek Suit each	Each				15.4
Agri-Dex (Surfactant)		$0.42	$13.65	$53.29	
Ammonium Sulfate					

Agreement No. 32300370

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and R.A. Atmore & Sons, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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

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

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

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

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

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

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-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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 "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary Insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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 "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 % 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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and R.A. Atmore & Sons, Inc.)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and R.A. Atmore & Sons, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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,

SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.

First Amendment to Trade Services Agreement 32300370 with R.A. Atmore & Sons, Inc. for Citywide On-Call Abatement Services

Public Works and Transportation Committee
January 9, 2024

City Council
February 6, 2024

Philip Schwieder, Streets Division Manager
Public Works Department

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 a Trade Services Agreement with R.A. Atmore & Sons, Inc. to increase the not to exceed amount from $200,000 to $1,400,000 through June 30, 2025, for citywide on-call abatement services.

BACKGROUND

- From 2009 to 2023, the County of Ventura (County) provided work release crews to the City of Oxnard to assist the Public Works Department with a variety of maintenance tasks, including medians, weed abatement, and debris removal

- The County restructured their work release program resulting in services ending between the County and the City in May 2023
  - Removed its daily law enforcement oversight and transportation

- Community Development ran a request for bid (RFB) CD23-90 that closed in March 2023. The result of the RFB award is an on-call abatement services agreement with R.A. Atmore & Sons, Inc. to support Code Compliance and the Housing Department

DISCUSSION

- Staff in Public Works and Community Development collaborated to review the previously released RFB and current contract to ensure that the services that Public Works was in search of were covered in the scope of the current on-call abatement agreement

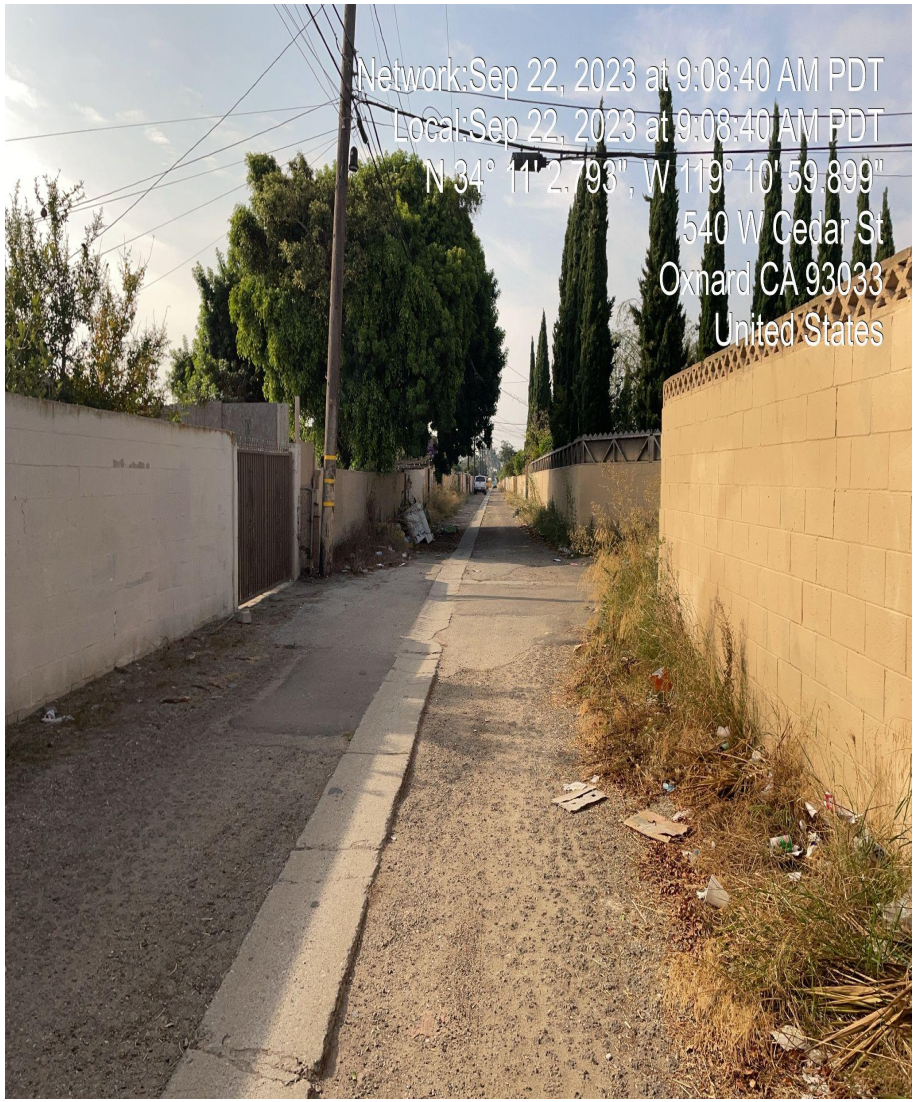
- In the FY 2023-24 Council-approved Budget, Public Works was provided $325,000 to support right-of-way abatement efforts

- City Staff has determined that amending the current agreement to $1,200,000 will allow Public Works, Community Development, Housing, and any other departments requesting abatement services covered under the scope of work have the ability to utilize this agreement

DISCUSSION

- The amendment will help to ensure City staff can address abatement items in an efficient and effective manner during the remainder of the agreement term.

DISCUSSION


Network:Sep 22, 2023 at 9:08:40 AM PDT
Local:Sep 22, 2023 at 9:08:40 AM PDT
N 34° 11' 2.793", W 119° 10' 59.899"
540 W Cedar St
Oxnard CA 93033
United States

Network:Sep 22, 2023 at 12:00:09 PM PDT
Local:Sep 22, 2023 at 12:00:09 PM PDT
N 34° 11' 2.930", W 119° 10' 59.729"
1501 S D St
Oxnard CA 93033
United States

DISCUSSION

FINANCIAL IMPACT

- The total cost for the First Amendment with R.A. Atmore & Sons, Inc. shall not exceed $1,200,000 through June 30, 2025 with a new total not to exceed contract value of $1,400,000

- There are funds in the Fiscal Year 2023-24 Council-approved budget in the Streets and Parks divisions for these abatement services

- Subsequent fiscal year funding will be requested in the annual budget process

FINANCIAL IMPACT

R.A. Atmore & Sons, Inc./Agreement No. 32300370 Spending Plan				
Division	**Account**	**FY 2023-24**	**FY 2024-25**	**Total**
Streets	1013401-53200	$140,000	$140,000	$280,000
Parks	1013301-53200	$185,000	$185,000	$370,000
Community Development	1014103-53200	$100,000	$100,000	$200,000
Housing	1018103-53200	$75,000	$75,000	$150,000
Housing - HUD	2018101-53200-G2015	$290,000	-	$290,000
As-needed	Various	$55,000	$55,000	$110,000
TOTAL		**$845,000**	**$555000**	**$1,400,000**

CITY OF
OXNARD
CALIFORNIA

End of Presentation

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.6

DATE: February 6, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: On-Call Consulting Services for Community Development. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the execution of a Second Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by $500,000 for a total agreement amount of $1,750,000; and
2. Approve and authorize the execution of a First Amendment to the Agreement with CSG Consultants, Inc. for on-call contract planning services, increasing the agreement amount by $250,000 for a total agreement amount of $500,000.

(The Community Services, Public Safety, Housing & Development Committee was scheduled to consider this item on 1/9/2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dcZpnas3Z3s

BACKGROUND

Community Development has been utilizing professional on-call planning service in an effort to mitigate the ongoing staff shortages, extended processing timelines, a backlog of projects, and address legislative mandates. For the Planning Division, this is further exacerbated by an increase in the number of various types of permits due to changes in State laws. While the long-term business model for Community Development is to continue to fill vacant positions and perform permit processing work in-house, there has been a persistent backlog due to staff shortages that will require the continued use of consulting on-call planning for the next few fiscal years. As of December 1st, there are four vacant Planning Division positions. Staff anticipates that the need for consulting on-call services will taper off as vacant positions are filled and new employees are trained.

Community Development uses the following for on-call planning:

Consultant	Services	Term	Contract NTE
Rincon	On call Planning, environmental reviews, long-range planning	July 2021 - June 2024	$1,250,000*
CSG	On call Planning	July 2021 - June 2024	$250,000**

Interwest	On call Planning, Development plan check	February 2022 - February 2025	$1,100,000***

*Subject report recommends increase to $1,750,000
** Subject report recommends increase to $500,000
***Total includes funds for Building and Engineering Division Development Plan Check Services. No changes proposed to this contract.

DISCUSSION

In the Planning Division, contract planning staff, through on-call agreements ("contract planners"), are primarily used for:

a. augmentation of Planning staff for the processing of more complex development projects; as well as programs, ordinance, or policy development to support long range planning work efforts; and
b. assistance with interdepartmental projects and/or departmental project management.

The use of contract planners through on-call agreements allows Planning the ability to respond quickly to these various types of work when full-time staff is not available.

Over the past few years, contract planners have been utilized to work primarily on "deposit based" permits, which may include environmental work. Deposit-based permits, means the cost of the contract planners is 100% covered by the applicant. Some examples of projects assigned or completed by contract planners include:

- Sakioka Farms Implementation and Monitoring - Monitoring and CEQA compliance for the buildout of the 430 acres Sakioka Farms development.
- Wagon Wheel (Oxnard Boulevard & Wagon Wheel Road) - 1,500 dwelling units and 50,300 sq. ft of commercial
- Avalon Homes (Wooley Road & Edison Canal) - Development of a 56 dwelling unit condominium housing project
- South Oxnard Aquatics Center - Development of Aquatic Center with competition and instructional pools and recreational play areas
- Campus Park Activation Project - Development of new 30 acre park with skate park, playground, dog park, Pelota, and other passive recreational uses
- Lockwood 3 Apartments Project - Development of a new 234 dwelling unit apartment project.
- Ives Apartments Project - Development of a new 78 dwelling unit apartment project
- Zoning Text Amendments Implementing the 2021-2029 Housing Element - Code amendment to implement the City of Oxnard certified and Adopted Amended 2021-2029 Housing Element, Programs 6, 9, 22, 27 and 32 that call for specific updates to the City's zoning code to comply with current state housing laws

While progress has been made over the last year with four of eight current planning positions being filled since December of last year, the requested increases and extensions are still necessary for the processing of more complex projects, as it has continued to be difficult to fill the higher level positions, as well as to allow for the completion of projects already underway by both Rincon and CSG.

Additionally, contract planners in tandem with Long Range Planning & Sustainability staff are assisting in managing a number of complex long-range projects such as: Implementation of programs in the City's 6th cycle Amended Adopted Housing Element; updating the City's Inclusionary Housing Ordinance; updating of the City's California Environmental Quality Act (CEQA) Guidelines, including development of the City's Vehicle Miles Traveled (VMT) approach; preparation, submittal and management of housing and sustainability-related grant projects to support long range planning and sustainability initiatives such as Senate Bill 2 Housing/Planning, Local Early Action Planning (LEAP), and Southern California Association of Government (SCAG) Housing Infill Planning Grants. These grants total approximately $2.2 million, of which a portion of the funds have been used to fund contract planning staff. These grant funds continue into 2026. In the next few years, as a result of Federal and State mandates to address climate change, sustainability, housing mandates, and other legislative changes, staff anticipates utilizing contract planners to assist in writing, applying for, and managing additional grant projects.

Rincon

As a result of a competitive Request for Qualifications (RFQ) process, in July 2021 the City entered into a contract with Rincon Consultants, Inc. ("Rincon") for contract planners, including long range planning efforts.

Planning's use of contract planners has outpaced the current Agreement with Rincon Consultants, Inc. to the extent that the current agreement has nearly been fully encumbered as of November 2023; thus, an increase in the total agreement amount is being sought. The Second Amendment includes a one year extension and an increase to the agreement by $500,000.

CSG

As a result of a competitive Request for Qualifications (RFQ) process, in July 2021 the City entered into a contract with CSG Consultant, Inc. ("CSG") for contract planners.

Planning's use of contract planners has outpaced the current Agreement with CSG Consultants, Inc. to the extent that the current agreement has nearly been fully encumbered as of November 2023; thus, an increase in the total agreement amount is being sought. The First Amendment includes a one-year extension and an increase to the agreement by $250,000.

ERP Impact

In addition to the plan check backlog effort, Community Development will begin the implementation of the new ERP software (EnerGov) that will replace our current computer software starting in January 2024. This effort will require additional professional consulting services from on-call consultants to offset the significant staff time the ERP implementation will require. We anticipate using all approved and available on-call contract services in this effort.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no financial impact associated with this agenda item. Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund. Additionally, grant funds have the potential to offset contract planning staff hours. There is sufficient FY23-24 funding available in the Planning Division's General Fund operating budget and various project accounts to fund these agreements. Any necessary funding in future fiscal years will be included in the recommended budget.

For Finance Use Only: General Fund (Org. 1014101 Obj. 53200)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee was scheduled to consider this item on 1/9/2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager, Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Second Amendment Rincon Consultants, Inc
2. First Amendment Rincon Consultants, Inc
3. Original Agreement #9201-21-CD with Rincon Consultants, Inc.
4. First Amendment CSG Consultants, Inc

5. Original Agreement #9202-21- CD with CSG Consultants, Inc
6. Presentation

Agreement No. 9201-21-CD

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 1, 2021, by City and Consultant. The Agreement previously has been amended on January 3, 2023, by a First Amendment.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page is hereby amended to "June 30, 2025 - with 1-one year renewal option extending to June 30, 2026".

2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to $1,750,000.

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 Agreement on the date first written above.

CITY OF OXNARD

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

CONSULTANT

Jennifer Haddow, Principal/ Vice President Date

John F. Dreher, Jr., President/ CEO[3] Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney 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.

Agreement No. 9201-21-CD

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of January, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to $1,250,000.

2. In the Scope of Services Exhibit, the third bulletpoint is hereby replaced in its entirety with the following: "Answering questions from members of the community, stakeholder groups, developers, or other interested parties (either at the City Hall Planning Counter or via teleconference/email)."

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 the Rates and Costs Exhibit A-1. The Rates and Costs Exhibit is hereby disincorporated; instead, the Rates and Costs Exhibit A-1 is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

COUNCIL APPROVED
1/3/23 L.2(1)
DATE

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

CITY OF OXNARD

John C. Zaragoza, Mayor — Date: 1-3-2023

CONSULTANT

Jennifer Haddow, Principal/ Vice President[2] — Date

John F. Dreher, Jr., President/ CEO — Date

ATTEST:

Rose Chaparro, City Clerk — Date: 1/3/2023

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date: 12/6/22

[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

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

CITY OF OXNARD

John C. Zaragoza, Mayor — Date

CONSULTANT

Jennifer Haddow, Principal/ Vice President[2] — Date 12/6/22

John F. Dreher, Jr., President/ CEO — Date 12/6/22

ATTEST:

Rose Chaparro, City Clerk — Date 1/3/2023

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney — 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

RATES AND COSTS EXHIBIT A-1

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$295
Director II	$295
Principal I	$285
Director I	$285
Senior Supervisor II	$258
Supervisor I	$240
Senior Professional II	$224
Senior Professional I	$208
Professional IV	$184
Professional III	$170
Professional II	$153
Professional I	$136
Associate III	$117
Associate II	$102
Associate I	$95
Field Technician	$82
Data Solutions Architect	$175
Senior GIS Specialist	$164
GIS/CADD Specialist II	$146
GIS/CADD Specialist I	$131
Technical Editor	$130
Project Accountant	$110
Billing Specialist	$95
Publishing Specialist	$105
Clerical	$95

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided), $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided), $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W), $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$88/day
4WD and Off-road Vehicles*	$140/day

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.
Annual Escalation. Standard rates subject to 3.5% annual escalation.
Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 45 days from receipt or per the contractually required payment terms.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$155
Four Gas Monitor	$133
Flame Ionization Detector	$107
Photo Ionization Detector	$80
Hand Auger Sampler	$60
Water Level Indicator, DC Purge Pump	$45
Natural Resources Field Equipment	
UAS Drone	$268
Spotting or Fiberoptic Scope	$165
Pettersson Bat Ultrasound Detector/Recording Equipment	$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$110
GPS (Sub-meter Accuracy)	$65
Infrared Sensor Digital Camera or Computer Field Equipment	$55
Scent Station	$22
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$600
Boat (20 ft. Boston Whaler or Similar)	$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$60
Refractometer (Salinity) or Turbidity Meter	$37
Large Block Nets	$110
Minnow Trap	$95
Net, Hand/Large Seine	$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$55
Insurance, Hazard and Fees	
Historic Research Fees	$50
L&H Dive Insurance	$55/diver
Level C Health and Safety	$65/person

Agreement No. **9201-21-CD**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Consultant: Rincon Consultants, Inc.

(3) Services: On-call permit processing services

(4) Schedule of Services:

(5) Agreement Ending Date: June 30, 2024 – with 2 -one year renewal options extending to June 30, 2026

(6) Total Agreement Amount: $750,000

(7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager

(8) Consultant's Project Manager: Lilly Rudolph, Senior Program Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
180 N. Ashwood Avenue Ventura, CA 93003 Attn: Lilly Rudolph, Sr. Program Manager	214 South C Street Oxnard, CA 93030 Attn: Kathleen Mallory, Planning & Sust. Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
lrudolph@rinconsultants.com	Kathleen.mallory@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
07-20-2021 J26
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.

a. 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.

b. 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.

c. 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

John C. Zaragoza 7-20-21

☑ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Agent
☐ _____, Buyer

CONSULTANT

6/1/21

Jennifer Haddow, Principal/ Vice President[2] Date

6/1/21

John F. Dreher Jr., President/CEO Date

ATTEST:

R. Chaparro 7/20/21

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

5/25/21

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

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

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

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division. Consultant anticipates that the following functions will be provided as an extension of City staff. Services may include:

- Processing discretionary and ministerial development projects;

- Providing public counter services, including but not limited to, answering general questions processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short Term Rentals permits;

- Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours as an extension-of-staff (either at the City Hall Planning Counter or via teleconference/e-mail - whichever is preferred by the City);

-Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies. Analyzing development projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Map Act, Design Standards, applicable specific plans and other plans, policies and regulations. Reviewing project applications for Completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act as requested by City Planning Staff;

-Functioning as the project manager or staff planner on development projects;

-Researching, compiling and analyzing social, economic, environmental and associated data related to any project;

-Analyzing and updating City ordinances, regulations and code provisions;

-Preparing Environmental analysis and documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including but not limited to: Initial Studies, Exemptions, Addenda, Mitigated Negative Declarations, and Environmental Assessments; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);

-Preparing letters, memos and/or staff reports and associated documents including approval/denial findings, resolutions, and conditions of approval for, but not limited to, the Development Advisory Committee, Community Workshops, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;

-Making presentations before, but not limited to, the Development Advisory Committee, Community Workshops, Neighborhood Councils, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Committees, City Council, LAFCo, California Coastal Commission , and/or other stakeholder organizations;

-Meeting with developers and other project proponents, such as property owners and other interested groups, for any project;

-Preparing grant applications and managing grants-funded projects, including grant reporting, in compliance with the terms of awarded grants;

-Assisting in management of cannabis program elements;

-Performing and coordinating review of planning studies and analysis;

-Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances; ordering the issuance of citations where appropriate;

-Reviewing plans, including but not limited to, planning architectural plans, landscape plans, photometric plans, civil plans and construction drawings as part of Planning entitlements and the building permit process ("plan checking");

-Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs;

-Providing quality control;

-Maintaining good record keeping;

-Performing additional services as assigned and directed by the Planning & Environmental Services Manager, Planning & Sustainability Manager, and/or Community Development Director related to other City activities or departments.

The Consultant team is prepared to maintain a physical presence at City Hall in accordance with local and state public health guidelines on an as-needed basis for the duration of this contract. This will create a consistent stream of communication between project applicants, City staff, and City decision makers. All contract planners will be equipped with laptops furnished by Consultant with sufficient software to conduct work as assisgned.

Together with City staff, the Consultant team will establish clear expectations regarding duration, cost, and deliverables prior to commencing all assignments. From kick-off to completion, Consultant will continuously communicate with City staff to confirm City direction, review project statuses, and immediately address unanticipated issues. This will provide Consultant consistent control of program costs, schedule, staffing, technical performance, and deliverables.

RATES AND COSTS EXHIBIT

Cost Proposal

Name	Role	Hourly Rate	Notes
Jennifer Haddow	Principal-In-Charge	$200	For consulting services as directed by staff. No fees incurred for administration, staff scheduling, or preparation of task orders
Lilly Rudolph	Project Manager	$180	For consulting services as directed by staff. No fees incurred for administration, staff scheduling, or preparation of task orders
Sarah Lejeune	Contract Planner	$160	
Hollee Winegar	Lead Planner	$140	
Christopher Williamson	Contract Planner	$140	
Sara Tistaert	Contract Planner/ CEQA analyst	$140	
Steve Conner	Contract Planner	$130	
Vernon Umetsu	Contract Planner	$130	
Lisa Krause	Contract Planner	$130	
Heather Davis	Contract Planner	$110	
Veronica Ortiz-De Anda	Contract Planner	$100	
Nate Doberneck	Contract Planner	$100	

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided) & $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Mileage	Standard IRS Mileage Rates + 10%

Other direct costs associated with the execution of a project that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation based upon the Los Angeles/Long Beach/Anaheim metro area Consumer Price Index published by the Bureau of Labor Statistics.

Payment Terms. The City will make payment on a monthly basis, within 45 days after receipt of the invoice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [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:

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

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of $
with an Aggregate of $ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

COVERAGES

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

OTHER PROVISIONS

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

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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. 9202-21-CD

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and CSG Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page is hereby amended to "June 30, 2025 – with 1-one year renewal option extending to June 30, 2026".

2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to $500,000.

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 Agreement on the date first written above.

CITY OF OXNARD

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

CONSULTANT

Cyrus Kianpour, President Date

Nourdin Khayata, Secretary[3] Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer Date
City Attorney

[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.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Consultant: CSG Consultants, Inc.

(3) Services: On-call permit processing services

(4) Schedule of Services:

(5) Agreement Ending Date: June 30, 2024 – with 2 – one year renewal options extending to June 30, 2026

(6) Total Agreement Amount: $250,000

(7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager

(8) Consultant's Project Manager: Ethan Edwards, ACIP, Director of Planning Services

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
3707 W. Garden Grove Blvd., Suite 100 Orange, CA 92868 Attn: Ethan Edwards, Director of Planning Svcs	214 South C Street Oxnard, CA 93030 Attn: Kathleen Mallory, Planning & Sust. Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
ethane@csgengr.com	Kathleen.mallory@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
07-20-2021 J2(2)
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.

a. 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, reasonably acceptable to Consultant, 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.

b. 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.

c. 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. <u>Confidentiality of Information</u>.

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

7-20-2021

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Agent
☐ _____, Buyer

CONSULTANT

6/7/21

Cyrus Kianpour, President[2] Date

6/7/21

Nourdin Khayata, Secretary Date

ATTEST:

7/20/21

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

5/26/21

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

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

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

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division. Consultant anticipates that the following functions will be provided as an extension of City staff. Services may include:

- Processing discretionary and ministerial development projects;

- Providing public counter services, including but not limited to, answering general questions processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short Term Rentals permits;

- Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours as an extension-of-staff (either at the City Hall Planning Counter or via teleconference/e-mail - whichever is preferred by the City);

-Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies. Analyzing development projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Map Act, Design Standards, applicable specific plans and other plans, policies and regulations. Reviewing project applications for Completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act as requested by City Planning Staff;

-Functioning as the project manager or staff planner on development projects;

-Researching, compiling and analyzing social, economic, environmental and associated data related to any project;

-Analyzing and updating City ordinances, regulations and code provisions;

-Preparing Environmental analysis and documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including but not limited to: Initial Studies, Exemptions, Addenda, Mitigated Negative Declarations, and Environmental Assessments; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);

-Preparing letters, memos and/or staff reports and associated documents including approval/denial findings, resolutions, and conditions of approval for, but not limited to, the Development Advisory Committee, Community Workshops, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;

-Making presentations before, but not limited to, the Development Advisory Committee, Community Workshops, Neighborhood Councils, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Committees, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;

-Meeting with developers and other project proponents, such as property owners and other interested groups, for any project;

-Preparing grant applications and managing grant-funded projects, including grant reporting, in compliance with the terms of awarded grants;

-Assisting in management of cannabis program elements;

-Performing and coordinating review of planning studies and analysis;

-Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances; ordering the issuance of citations where appropriate;

-Reviewing plans, including but not limited to, planning architectural plans, landscape plans, photometric plans, civil plans and construction drawings as part of Planning entitlements and the building permit process ("plan checking");

-Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs;

-Providing quality control;

-Maintaining good record keeping;

-Performing additional services as assigned and directed by the Planning & Environmental Services Manager, Planning & Sustainability Manager, and/or Community Development Director related to other City activities or departments.

Consultant is committed to serving the City of Oxnard as a seamless extension of staff. Consultant strives to adapt to the day-in and day-out procedures of the client jurisdiction, not only to take ownership of a project's tasks, but also to blend in with the department's culture. Consultant staff strives to develop and maintain good working relations with the client city departments as well as members of the public. Some of Consultant's staff currently perform as extension of a jurisdiction's staff by actively working in City Hall, holding regular office hours, and answering public inquiries by email, mail, or telephone; however, given current COVID-19 restrictions, Consultant can also provide all services remotely. All contract planners will be equipped with laptops furnished by Consultant with sufficient software to conduct work as assigned.

Consultant's quality assurance program includes assigning highly experienced technical and management staff to each project with constant, direct communication among all assigned staff throughout the entire process. Once the project manager feels that the document meets Consultant's high standards, the work product is given to the principal for review and final approval prior to submittal to the client. This method allows for review of the documents by management personnel during different periods of completion and allows for Consultant to provide client with a quality product.

RATES AND COSTS EXHIBIT

Consultant's fee schedule is provided in the table below. Consultant will mail an invoice at the beginning of every month for services rendered during the previous month.

REVIEW TYPE/ROLE	HOURLY RATE
Planning Technician	$105
Assistant Planner	$125
Associate Planner	$140
Senior Environmental Planner	$155
Senior Planner	$155
Principal Planner	$170
Planning Manager	$185
Planning Director	$200

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided) & $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Mileage	Standard IRS Mileage Rates + 10%

Other direct costs associated with the execution of a project that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. The partner planner approach will not incur additional billing. On each anniversary of the contract start date, Consultant will initiate a rate increase based on the Los Angeles/Long Beach/Anaheim metro area Consumer Price Index published by the Bureau of Labor Statistics .

Payment Terms. The City will make payment on a monthly basis, within 45 days after receipt of the invoice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [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 $ 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

COVERAGES

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

OTHER PROVISIONS

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

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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

On-Call Consulting Services for Community Development

Jeff Pengilley, Director, Community Development Department
Joe Pearson II, AICP, Planning & Environmental Services Manager
Kathleen Mallory, AICP, Planning & Sustainability Manager

City Council
February 6, 2024

CITY OF OXNARD CALIFORNIA

Background

- Due to limited staffing levels and increases in the number of some permit types, there has been a continued need for consultant work.
- Community Development uses the following for on-call planning:

Consultant	Services	Term	Contract NTE
Rincon	On call Planning, environmental reviews, long-range planning	July 2021-June 2024	$1,250,000*
CSG	On call Planning	July 2021-June 2024	$250,000**
Interwest	On call Planning, Development plan check	February 2022-February 2025	$1,100,000***

*Subject report recommends increase to $1,750,000
** Subject report recommends increase to $500,000
***Total includes funds for Building and Engineering Division Development Plan Check Services. No changes proposed to this contract.

Work Assigned To On-Call Consultants - Planning

- Contract planners have been utilized to work primarily on “deposit based” permits.
- Some examples of projects assigned to contract planners include:
  - **Developer Funded:**
    - Sakioka Farms Implementation and Monitoring - Monitoring and CEQA compliance for the buildout of the 430 acres Sakioka Farms development.
    - Wagon Wheel (Oxnard Boulevard & Wagon Wheel Road) - 1,500 dwelling units, and 50,000 sq. ft of commercial
    - Avalon Homes (Wooley Road & Edison Canal) - Development of a 56 dwelling unit condominium housing project
    - South Oxnard Aquatics Center - Development of Aquatic Center with competition and instructional pools and recreational play areas
    - Campus Park Activation Project - Development of new 30 acre park with skate park, playground, dog park, Pelota, and other passive recreational uses
    - Lockwood 3 Apartments - Development of a new 234 dwelling unit apartment project.
    - Ives Apartments Project - Development of a new 78 dwelling unit apartment project
    - Approximately ten various projects
  - **Grant Funding Projects:**
    - SB2 Grant - $625,000 in grant funding
    - Local Early Action Planning (LEAP) Grant -$500,000 in grant funding
    - Zoning Text Amendments Implementing the 2021-2029 Housing Element - Code amendment to implement the City of Oxnard certified and Adopted Amended 2021-2029 Housing Element, Programs 6, 9, 22, 27 and 32 that call for specific updates to the City’s zoning code to comply with current state housing laws

Rincon Consultants, Inc.

- July 2021 - the City entered into a contract with Rincon Consultants, Inc. (“Rincon”) for on-call permit processing and planning services, including long range planning efforts.
- Planning’s use of on-call services has outpaced the current Agreement with Rincon Consultants, Inc. to the extent that the current agreement has nearly been fully encumbered as of November 2023; thus, an increase in the total agreement amount is being sought. The agreement is also set to expire in June 2024, so a one year extension is being requested as well.

CSG Consultants, Inc.

- July 2021 - the City entered into a contract with CSG Consultants, Inc. (“CSG”) for on-call permit processing and planning services, including long range planning efforts.
- Planning’s use of on-call services has outpaced the current Agreement with CSG Consultants, Inc. to the extent that the current agreement has nearly been fully encumbered as of November 2023; thus, an increase in the total agreement amount is being sought. The agreement is also set to expire in June 2024, so a one year extension is being requested as well.

ERP Impact

- Community Development will begin the implementation of the new ERP software (EnerGov) that will replace our current computer software starting in January of 2024.
- This effort will require additional professional consulting services from on-call consultants to offset the significant staff time the ERP implementation will require.

Financial Impact

- Cost of the agreement with Rincon for on-call services will total $1,750,000.
- Cost of the agreement with CSG for on-call services will total $500,000.
- Budget appropriations are sufficient and available in the Planning Division's operating budget and various projects to fund these agreements.
- Amendment may also be funded by developer deposits received to date and additional future deposits, grant funding, General Plan Maintenance Fee funds (GPMF), and funding from other City departments for specific projects.
- Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund.
    - FY 2021-2022 and FY 2022-2023 = $1,329,239 and $1,101,102 in total General Fund revenue.

Recommendation

That the City Council:

1. Approve and authorize the execution of a Second Amendment to the Agreement with Rincon Consultants, Inc. for on-call contract planning services, increasing the agreement amount by $500,000 for a total agreement amount of $1,750,000;
2. Approve and authorize the execution of a First Amendment to the Agreement with CSG Consultants, Inc. for on-call contract planning services, increasing the agreement amount by $250,000 for a total agreement amount of $500,000

CITY OF

OXNARD

CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.7

DATE: February 6, 2024

TO: City Council and Housing Authority

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

SUBJECT: Accessibility Remodel Project at Colonia Site. (15 minutes)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Approve and authorize the Housing Director to execute a firm-fixed price contract in the amount of $2,418,020 with MDJ Management (Agreement Number A-8544) using funds from the Housing Authority of the City of Oxnard's Business Activities Fund, for properties located at 1040, 1070-C, 1100-B, 1130 E. Colonia Road; and

2. Authorize the Housing Director to execute the work order(s) for work to be performed.

(This item did not originate in Committee. The project was included in the Housing Authority of the City of Oxnard's Capital Fund Program Five-Year Action Plan which was approved by the Board of Commissioners of the Housing Authority of the City of Oxnard on April 6, 2021.)

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

BACKGROUND

This project is part of a multi-phase conversion project that will bring the Housing Authority of the City of Oxnard into compliance with Section 504 of the American Disabilities Act, which establishes a minimum number of dwelling units that must be accessible for individuals with disabilities. As a result of the demolition of units at Colonia Village, the Housing Authority of the City of Oxnard lost forty-four accessible units.

The Housing Authority of the City of Oxnard must convert a minimum of eighteen units to be compliant with the American Disabilities Act. The units to be converted have been selected from each public housing site based on ease of conversion, availability of space and cost effectiveness. Two units have been converted into 504 compliant units at the Pleasant Valley public housing site and five units have been converted at the Palm Vista public housing site. Currently, there is a 504 compliant unit conversion underway at the Althea, Fashion Park and Concord public housing sites. After the proposed units are converted, the Housing Authority of the City of Oxnard will have met the minimum required number of units.

This project involves the accessibility remodel of existing, two-story, five-bedroom and four-bedroom units, which will each be converted into two units. The first-floor unit will be 504 compliant and the second unit will be a regular unit. Once work is completed, there will be four regular two-bedroom units and four 504 compliant one-bedroom units. This conversion project was anticipated and planned for in the Housing Authority of the City of Oxnard's Capital Fund Program Five-Year Action Plan originally adopted on April 6, 2021.

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).

Staff engaged Gordian, which is authorized by Sourcewell to provide consulting services, to procure a general contractor to complete the contemplated renovation work.

A description of the proposed accessibility remodels at the Colonia site includes:

1. Demolition of existing apartments
2. Saw cutting of slab, demolition of concrete, and excavation for new plumbing
3. All framing, drywalling, interior paint, flooring, and medium density fiberboard baseboards
4. New electrical and plumbing rough
5. Concrete work
6. HVAC ductwork, registers, wall heaters
7. New windows, doors, insulation, flooring, kitchens, countertops, fixtures, sinks, appliances, and bathroom fixtures
8. All new LED lighting throughout
9. Lath, stucco, exterior paint of building
10. Site Work: new sidewalks, handicap ramp with truncated domes, handicap striping, signage of handicap stall
11. Remove and replace: all outlets, switches, interior doors
12. Clean up existing backyard
13. Remove and replace one section of existing fence to meet ADA width requirements

MDJ Management submitted proposals for the amount of $604,505.00 per unit to be remodeled. Staff reviewed proposals and recommend approval.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no impact to the City General Fund. This project and expense was approved in the 2021 Five Year Action Plan. That approval authorized the Housing Director to accept and expend funds as indicated in the Five-Year Action Plan. To keep this multiphased project on schedule, staff will utilize available funds from the Housing Business Activities Fund (BAF). As of January 24, 2024, the BAF fund has approximately $2,740,020. There is sufficient funding to cover the cost of the agreement. After the cost of this agreement, the remaining BAF balance will be $322,000.

It is anticipated that the Oxnard Housing Authority will receive the annual HUD Capital Fund Grant (CFG) by April 1, 2024. If awarded by HUD, and approved by Board of Commissioners of the Housing Authority of the City of Oxnard, staff will utilize the CFG rather than the BAF funds.

COMMITTEE OUTCOME

This item did not originate in Committee. The project was included in the Housing Authority of the City of Oxnard's Capital Fund Program Five-Year Action Plan which was approved by the Board of Commissioners of the Housing Authority of the City of Oxnard on April 6, 2021.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement A_8544
2. Presentation

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8544**
Name of Contractor: MDJ Management
Address: 531 Main Street, #611, El Segundo, CA 90245

Project description: Colonia Road Apartments ADA Conversion

This Capital Improvement Contract (**"Contract")** is made at Oxnard, California, as of this 6th day of February 2024 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 per approved plans submitted for the ADA unit conversion at 1040, 1070-C, and 1100-B and 1130 E. Colonia Road. 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: **$2,418,020.**

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.

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
e. HUD Form 5370 General Conditions for 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 720 **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

MDJ MANAGEMENT

_____
Matthew McMillon
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 seven hundred twenty **(720) 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-R7-GB-101723-MDJ

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

Work Order Number.:	124232.00	Work Order Date:	01/09/2024
Work Order Title:	OHA - 1040 Unit Remodel		
Owner Name:	Oxnard Housing Authority	Contractor Name:	MDJ Management
Contact:	Fredi Contreras	Contact:	Matt McMillon
Phone:	805-890-8319	Phone:	310-490-1521

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-R7-GB-101723-MDJ.

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: $604,505.00

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority Date

MDJ Management Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Fredi Contreras
Oxnard Housing Authority
300 N. Marquita Street
Oxnard, CA 93030
805-890-8319

Date Printed: January 09, 2024

Work Order Number: 124232.00

Work Order Title: OHA - 1040 Unit Remodel

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.

See attached.

Subject to the terms and conditions of ezIQC Contract **CA-R7-GB-101723-MDJ**.

MDJ Management _____ Date _____

Oxnard Housing Authority _____ Date _____

MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: 1040 Colonia Conversion
Location: 1040 E. Colonia Rd. Oxnard, CA 93030
Customer: Oxnard Housing Authority

Submission Date: 1/4/24

Detailed Scope of Work

Demolition

- Demolition of existing apartment per plans

Installation/Buildout

- Saw cutting of slab and demolition of concrete for new plumbing
- Excavation for new plumbing and new concrete footings for addition
- All framing throughout including new walls and soffits
- New rough and finish plumbing throughout
- New electrical rough including new panel per plan
- Concrete work:
    - Excavate under slab for rough plumbing and electrical needs
    - Pour new footings per structural plans
    - Pour back all open trenches inside the unit
    - Outside sidewalk as required
- New windows and doors throughout
- New Insulation
- HVAC per plans
    - Exhaust fan ducting
    - Remove existing wall heater and installation of new wall heaters per plans
- Drywall throughout
    - Patch were needed due to demolition and rough MEP requirements
    - New drywall per plans
    - Double stacked first floor ceiling with resilient channels per plans
- Lath, stucco, and color coat to match existing for stucco patching
- Interior paint
- New Flooring and MDF base
    - New underlayment and self leveling
- New kitchens, countertops, fixtures, sinks and appliances

- New bathroom fixtures per plan
- Site work:
    - New sidewalks
    - Handicap ramp with truncated domes
    - Handicap striping
    - New signage at Handicap stall

<u>Installation/Buildout added by Client NOT included on plans</u>

- Remove and replace all outlets and switches throughout, even on all existing walls
- Install MDF baseboards
    - Instead of called out vinyl base
- Remove and replace all interior doors. Complete list of doors from plans as well as clients request
- Clean up existing back yard, the weeds are 5 feet high
    - Includes weed weed whacking and removal of all dead weeds
- All new LED lighting throughout

Notes:

- All work to be performed per plans provided to MDJ
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**<u>Normal Working Hours - Davis Bacon Wages</u>**), materials, equipment to complete this scope of work.
- Construction Exclusions:
    - New Washer and Dryer not included in contract
    - New stove, range, dishwasher, and fridge not included in contract

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
    - One year warranty against workmanship
    - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing, inspection, survey, and engineering unless specified above
- We exclude utilities and hazardous or contaminated material.
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost.
- We exclude premium time.
- We exclude anything not specifically mentioned above.
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation.
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal.** Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:

Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124232.00
Owner PO #:	
Title:	OHA - 1040 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Section - 01	**$50,228.90**
Section - 02	**$2,817.60**
Section - 03	**$24,059.94**
Section - 06	**$46,235.58**
Section - 07	**$26,398.68**
Section - 08	**$36,198.70**
Section - 09	**$132,987.65**
Section - 10	**$3,696.32**
Section - 11	**$717.65**
Section - 12	**$12,661.27**
Section - 22	**$130,110.56**
Section - 23	**$44,057.26**
Section - 26	**$72,198.22**
Section - 31	**$20,358.64**
Section - 32	**$1,778.03**
Proposal Total	**$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124232.00
Owner PO #:	
Title:	OHA - 1040 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

	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, invoice, or proof of payment shall be submitted with the Price Proposal.	$13,011.90
				Installation	Quantity 11,829.00 x Unit Price 1.00 x Factor 1.1000 = Total 13,011.90	
					Bond = $591,493 x 2%	
2	01 22 20 00 0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$7,623.17
				Installation	Quantity 64.00 x Unit Price 99.26 x Factor 1.2000 = Total 7,623.17	
					2 guys for 4 days for reconfiguring framing around doors and windows to meet new sizing and ADA requirements.	
3	01 22 20 00 0010			HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$866.21
				Installation	Quantity 8.00 x Unit Price 90.23 x Factor 1.2000 = Total 866.21	
					1 guy one day for investigation and into existing and create plan for new connections	
4	01 22 20 00 0037			HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,027.78
				Installation	Quantity 8.00 x Unit Price 107.06 x Factor 1.2000 = Total 1,027.78	
					1 guy one day for investigation and into existing and create plan for new connections	
5	01 66 19 00 0060			EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	$10,586.88
				Installation	Quantity 960.00 x Unit Price 9.19 x Factor 1.2000 = Total 10,586.88	
					4 guys, averaging 4 trips a day for 3 months for demolition hauling and delivery of purchased materials.	
6	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.	$12,743.71
				Installation	Quantity 12.00 x Unit Price 884.98 x Factor 1.2000 = Total 12,743.71	
					10 dumpsters for demolition debris: cabinets, drywall from entire house, shower, toilet, stucco, insulation, ... 2 dumpsters for construction debris: drywall cuts, lumber cuts, basic trash	
7	01 74 19 00 0019			EA	15 CY Low-Boy Dumpster Mixed RecyclableFor mixed dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.	$4,369.25
				Installation	Quantity 4.00 x Unit Price 910.26 x Factor 1.2000 = Total 4,369.25	
					for removal of excavated soil for footings, slab, trenching	

Subtotal for Section - 01 **$50,228.90**

Section - 02

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 02

8	02 41 19 13 0063	LF	Rod Reinforced Concrete Slab Up To 4" Depth, Saw Cut									$2,817.60
		Installation	Quantity		Unit Price		Factor		Total			
			400.00	x	5.87	x	1.2000	=	2,817.60			
		sawcut existing slab to trench for new electrical and plumbing runs as needed per plans										

Subtotal for Section - 02 **$2,817.60**

Section - 03

9	03 21 11 00 0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment									$6,655.50
		Installation	Quantity		Unit Price		Factor		Total			
			225.00	x	24.65	x	1.2000	=	6,655.50			
		200 LF of trenching. Epoxy and Dowel every 2'. One on each side. For reinforcement and tying into existing slab adjacent. 25 dowels to attach from porch sidewalk to existing .										
10	03 21 13 00 0093	LF	#6, Grade 50, Slab On Grade, Galvanized Steel Reinforcement Bar									$2,496.00
		Installation	Quantity		Unit Price		Factor		Total			
			800.00	x	2.60	x	1.2000	=	2,496.00			
		200 LF of trenching and 600 LF for slab, porch, and footings. Installation of rebar every 2'.										
11	03 30 53 00 0009	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner. Includes local aggregate, sand, bagged cement (Type I) and water.									$4,370.40
		Installation	Quantity		Unit Price		Factor		Total			
			200.00	x	18.21	x	1.2000	=	4,370.40			
		patch back trenching in existing slab										
12	03 30 53 00 0009 0038		For High Early Strength, Type 3 ASTM C150, Add									$156.00
		Installation	Quantity		Unit Price		Factor		Total			
			200.00	x	0.65	x	1.2000	=	156.00			
13	03 30 53 00 0009 0039		For Lightweight Aggregate, ASTM C330, Add									$544.80
		Installation	Quantity		Unit Price		Factor		Total			
			200.00	x	2.27	x	1.2000	=	544.80			
14	03 54 16 00 0005	SF	1/2" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation									$9,837.24
		Installation	Quantity		Unit Price		Factor		Total			
			1,715.00	x	4.78	x	1.2000	=	9,837.24			
		self leveling of floors for prior to installation of new vinyl plank flooring										

Subtotal for Section - 03 **$24,059.94**

Section - 06

15	06 11 16 00 0061	SF	2" x 4" Wood Wall Framing At 16" On Center									$2,321.57
		Installation	Quantity		Unit Price		Factor		Total			
			720.00	x	1.66	x	1.2000	=	1,434.24			
		Demolition	936.00	x	0.79	x	1.2000	=	887.33			
		for new walls. Couple walls require double stacked										
16	06 16 33 00 0020	SF	3/4" CD Grade Plywood Floor DeckingApplied to floor or joists.									$6,338.64
		Installation	Quantity		Unit Price		Factor		Total			
			1,715.00	x	2.47	x	1.2000	=	5,083.26			
		Demolition	1,715.00	x	0.61	x	1.2000	=	1,255.38			
		for new floor decking per plans										
17	06 16 33 00 0020 0038		For Exterior Glue, Add									$185.22
		Installation	Quantity		Unit Price		Factor		Total			
			1,715.00	x	0.09	x	1.2000	=	185.22			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 06

18	06 16 33 00 0033		SF	5/8" Thick CDX Plywood Underlayment Grade									$255.48
					Quantity		Unit Price		Factor		Total		
				Installation	75.00	x	2.46	x	1.2000	=	221.40		
				Demolition for countetop	40.00	x	0.71	x	1.2000	=	34.08		
19	06 41 13 00 0116		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,245.28
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	345.91	x	1.2000	=	1,245.28		
				removal of existing cabinets, installation of new per plans									
20	06 41 13 00 0116	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$420.37
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	116.77	x	1.2000	=	420.37		
21	06 41 13 00 0116	0130		For All Plywood Box Construction, Add									$438.19
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	121.72	x	1.2000	=	438.19		
22	06 41 13 00 0117		EA	15" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$882.84
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	367.85	x	1.2000	=	882.84		
				removal of existing cabinets, installation of new per plans									
23	06 41 13 00 0117	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$280.25
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.77	x	1.2000	=	280.25		
24	06 41 13 00 0117	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	121.72	x	1.2000	=	292.13		
25	06 41 13 00 0118		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,846.66
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	384.72	x	1.2000	=	1,846.66		
				removal of existing cabinets, installation of new per plans									
26	06 41 13 00 0118	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	116.77	x	1.2000	=	560.50		
27	06 41 13 00 0118	0130		For All Plywood Box Construction, Add									$584.26
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	121.72	x	1.2000	=	584.26		
28	06 41 13 00 0119		EA	21" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$486.41
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	405.34	x	1.2000	=	486.41		
				removal of existing cabinets, installation of new per plans									
29	06 41 13 00 0119	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	116.77	x	1.2000	=	140.12		

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 06

30	06 41 13 00 0119	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
31	06 41 13 00 0121		EA	27" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$579.37
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	482.81	x	1.2000	=	579.37		
				removal of existing cabinets, installation of new per plans									
32	06 41 13 00 0121	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	116.77	x	1.2000	=	140.12		
33	06 41 13 00 0121	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
34	06 41 13 00 0124		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,433.42
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	567.10	x	1.2000	=	1,361.04		
			Demolition		1.00	x	60.32	x	1.2000	=	72.38		
				removal of existing cabinets, installation of new per plans									
35	06 41 13 00 0139		EA	12" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$541.33
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	431.01	x	1.2000	=	517.21		
			Demolition		1.00	x	20.10	x	1.2000	=	24.12		
				removal of existing cabinets, installation of new per plans									
36	06 41 13 00 0139	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	467.08	x	1.2000	=	560.50		
37	06 41 13 00 0139	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
38	06 41 13 00 0140		EA	15" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$559.45
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	441.08	x	1.2000	=	529.30		
			Demolition		1.00	x	25.13	x	1.2000	=	30.16		
				removal of existing cabinets, installation of new per plans									
39	06 41 13 00 0140	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$1,120.99
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	467.08	x	1.2000	=	1,120.99		
40	06 41 13 00 0140	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	121.72	x	1.2000	=	292.13		
41	06 41 13 00 0142		EA	21" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$1,264.40
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	509.24	x	1.2000	=	1,222.18		
			Demolition		1.00	x	35.19	x	1.2000	=	42.23		
				removal of existing cabinets, installation of new per plans									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 06

42	06 41 13 00 0142	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add										$1,120.99
			Installation	Quantity 2.00	x	Unit Price 467.08	x	Factor 1.2000	=	Total 1,120.99				
43	06 41 13 00 0142	0130		For All Plywood Box Construction, Add										$292.13
			Installation	Quantity 2.00	x	Unit Price 121.72	x	Factor 1.2000	=	Total 292.13				
44	06 41 13 00 0170		EA	30" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$493.43
			Installation	Quantity 1.00	x	Unit Price 360.93	x	Factor 1.2000	=	Total 433.12				
			Demolition	1.00	x	50.26	x	1.2000	=	60.31				
			removal of existing cabinets, installation of new per plans											
45	06 41 13 00 0170	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
46	06 41 13 00 0171		EA	33" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$516.13
			Installation	Quantity 1.00	x	Unit Price 374.82	x	Factor 1.2000	=	Total 449.78				
			Demolition	1.00	x	55.29	x	1.2000	=	66.35				
			removal of existing cabinets, installation of new per plans											
47	06 41 13 00 0171	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
48	06 41 13 00 0172		EA	36" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$531.48
			Installation	Quantity 1.00	x	Unit Price 382.58	x	Factor 1.2000	=	Total 459.10				
			Demolition	1.00	x	60.32	x	1.2000	=	72.38				
			removal of existing cabinets, installation of new per plans											
49	06 41 13 00 0172	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
50	06 41 13 00 0174		EA	12" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$2,167.92
			Installation	Quantity 6.00	x	Unit Price 297.75	x	Factor 1.2000	=	Total 2,143.80				
			Demolition	1.00	x	20.10	x	1.2000	=	24.12				
			removal of existing cabinets, installation of new per plans											
51	06 41 13 00 0174	0131		For All Plywood Box Construction, Add										$470.23
			Installation	Quantity 6.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 470.23				
52	06 41 13 00 0175		EA	15" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$809.03
			Installation	Quantity 2.00	x	Unit Price 324.53	x	Factor 1.2000	=	Total 778.87				
			Demolition	1.00	x	25.13	x	1.2000	=	30.16				
			removal of existing cabinets, installation of new per plans											
53	06 41 13 00 0175	0131		For All Plywood Box Construction, Add										$156.74
			Installation	Quantity 2.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 156.74				

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 06

54	06 41 13 00 0176		EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$1,282.30
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	346.14	x	1.2000	=	1,246.10			
				Demolition	1.00	x	30.16	x	1.2000	=	36.19			
				removal of existing cabinets, installation of new per plans										
55	06 41 13 00 0176	0131		For All Plywood Box Construction, Add										$235.12
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	65.31	x	1.2000	=	235.12			
56	06 41 13 00 0178		EA	24" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$525.71
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	397.88	x	1.2000	=	477.46			
				Demolition	1.00	x	40.21	x	1.2000	=	48.25			
				removal of existing cabinets, installation of new per plans										
57	06 41 13 00 0178	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
58	06 41 13 00 0179		EA	27" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$578.09
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	436.48	x	1.2000	=	523.78			
				Demolition	1.00	x	45.26	x	1.2000	=	54.31			
				removal of existing cabinets, installation of new per plans										
59	06 41 13 00 0179	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
60	06 41 13 00 0180		EA	30" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$597.17
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	447.38	x	1.2000	=	536.86			
				Demolition	1.00	x	50.26	x	1.2000	=	60.31			
				removal of existing cabinets, installation of new per plans										
61	06 41 13 00 0180	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
62	06 41 13 00 0182		EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$674.99
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	502.17	x	1.2000	=	602.60			
				Demolition	1.00	x	60.32	x	1.2000	=	72.38			
				removal of existing cabinets, installation of new per plans										
63	06 41 13 00 0182	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
64	06 41 93 00 0007		EA	7" To 8-1/2", Flat Cabinet Pull Handle										$3,370.32
					Quantity		Unit Price		Factor		Total			
				Installation	65.00	x	39.00	x	1.2000	=	3,042.00			
				Demolition	32.00	x	8.55	x	1.2000	=	328.32			
				removal of existing cabinets, installation of new per plans										

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 06

65	06 46 19 00 0005	LF	4-1/2" High White Pine Base Molding, All Dimensions Are Nominal									$8,657.40
				Quantity		Unit Price		Factor		Total		
			Installation	750.00	x	8.21	x	1.2000	=	7,389.00		
			Demolition	700.00	x	1.51	x	1.2000	=	1,268.40		
			new base boards throughout									

Subtotal for Section - 06 **$46,235.58**

Section - 07

66	07 21 16 00 0006	SF	5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation									$17,600.88
				Quantity		Unit Price		Factor		Total		
			Installation	6,215.00	x	1.98	x	1.2000	=	14,766.84		
			Demolition	6,215.00	x	0.38	x	1.2000	=	2,834.04		
			removal of existing insulation and installation of new 4500 sqft of walls 1715 sqft of ceilings									
67	07 26 13 00 0004	CSF	Two Ply 60 Minute Asphalt Saturated Kraft Building Paper, Grade D (Fortifiber Two Ply Super Jumbo Tex 60 Minute)									$1,835.40
				Quantity		Unit Price		Factor		Total		
			Installation	35.00	x	43.70	x	1.2000	=	1,835.40		
			for stucco patchback									
68	07 62 13 00 0033	SF	22 Gauge, 0.034" Thick, Galvanized Steel Flashing									$4,485.60
				Quantity		Unit Price		Factor		Total		
			Installation	300.00	x	12.46	x	1.2000	=	4,485.60		
			flashing per plans for new windows									
69	07 62 13 00 0033 0080		For Wrap Around Window Panning, Add									$2,476.80
				Quantity		Unit Price		Factor		Total		
			Installation	300.00	x	6.88	x	1.2000	=	2,476.80		

Subtotal for Section - 07 **$26,398.68**

Section - 08

70	08 12 13 13 0008	EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame									$7,015.14
				Quantity		Unit Price		Factor		Total		
			Installation	9.00	x	571.36	x	1.2000	=	6,170.69		
			Demolition	7.00	x	100.53	x	1.2000	=	844.45		
			6 frames for interior doors and 3 for exterior doors									
71	08 13 13 13 0039	EA	3' x 6'-8" x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door									$2,890.61
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	782.84	x	1.2000	=	2,818.22		
			Demolition	1.00	x	60.32	x	1.2000	=	72.38		
			for new front doors and one rear door per plans									
72	08 13 13 13 0039 0098		For Embossed Panel Door, Add									$572.15
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	158.93	x	1.2000	=	572.15		
73	08 13 13 13 0039 0099		For Baked Enamel Finish, Add									$780.34
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	216.76	x	1.2000	=	780.34		
74	08 13 13 13 0039 0104	EA	For 3 Hour Fire Rated Door, Add									$473.40
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	131.50	x	1.2000	=	473.40		

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 08

75	08 14 16 00 0134	EA	3'-0" x 6'-8" x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Birch Faced Wood Door									$2,524.34
				Quantity		Unit Price		Factor		Total		
			Installation	6.00	x	280.23	x	1.2000	=	2,017.66		
			Demolition	7.00	x	60.32	x	1.2000	=	506.69		
			5 bedroom/bathroom doors and 1 closet door									
76	08 14 73 00 0074	EA	5' Wide, Two 2'-6" x 6'-8" x 1-3/8" Thick, Flush, Hollow Core (HC), Birch Faced Wood Bi-Pass Doors									$1,872.97
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	463.33	x	1.2000	=	1,667.99		
			Demolition	2.00	x	85.41	x	1.2000	=	204.98		
			removal of 2 existing closet sliding doors, installation of 3 new closet sliding doors									
77	08 53 13 00 0121	EA	>60" To 73" UI, Single Hung Premium Vinyl Window (Pella 350)									$1,415.59
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	537.05	x	1.2000	=	1,288.92		
			Demolition	2.00	x	52.78	x	1.2000	=	126.67		
			replacement of all existing windows									
78	08 53 13 00 0124	EA	>93" To 101" UI, Single Hung Premium Vinyl Window (Pella 350)									$993.74
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	760.26	x	1.2000	=	912.31		
			Demolition	1.00	x	67.86	x	1.2000	=	81.43		
			replacement of all existing windows									
79	08 53 13 00 0547	EA	>93" To 101" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)									$4,338.30
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	655.19	x	1.2000	=	3,931.14		
			Demolition	5.00	x	67.86	x	1.2000	=	407.16		
			replacement of all existing windows									
80	08 71 11 00 0004	PR	3-1/2" x 3-1/2" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$550.33
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	81.88	x	1.2000	=	491.28		
			Demolition	7.00	x	7.03	x	1.2000	=	59.05		
			removal of existing and installation of new									
81	08 71 11 00 0005	PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$485.62
				Quantity		Unit Price		Factor		Total		
			Installation	4.50	x	89.93	x	1.2000	=	485.62		
			for new front doors and one rear door per plans									
82	08 71 11 00 0513	EA	3" Projection, Residential Spring Type, Bright Brass Finish, Steel Wall Stop (Ives 63)									$252.10
				Quantity		Unit Price		Factor		Total		
			Installation	13.00	x	11.13	x	1.2000	=	173.63		
			Demolition	13.00	x	5.03	x	1.2000	=	78.47		
			per plans									
83	08 71 11 00 0655	EA	190 Degree Angle Of View, Bright Brass Finish, Brass One-Way Wide Angle Door Viewer (Ives U698)									$138.60
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	57.75	x	1.2000	=	138.60		
			for new front door per plans									
84	08 71 11 00 2289	EA	Passage/Closet F01 Mortise LatchsetBoth sides always unlocked.									$1,019.63
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	799.43	x	1.2000	=	959.32		
			Demolition	2.00	x	25.13	x	1.2000	=	60.31		
			removal of existing and installation of new									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 08

85	08 71 11 00 2290	EA	Bath/Bedroom Privacy F02/F19 Mortise LocksetLocked with thumb knob inside.									$5,939.35
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	954.71	x	1.2000	=	5,728.26		
			Demolition	7.00	x	25.13	x	1.2000	=	211.09		
			removal of existing and installation of new									
86	08 71 11 00 2294	EA	Entrance F08 Mortise LocksetLocked with key outside and thumb knob inside.									$4,028.14
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	1,110.55	x	1.2000	=	3,997.98		
			Demolition	1.00	x	25.13	x	1.2000	=	30.16		
			for new front doors and one rear door per plans									
87	08 72 33 00 0155	LF	3/8" x 3/16", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko PK33)									$445.68
				Quantity		Unit Price		Factor		Total		
			Installation	60.00	x	3.68	x	1.2000	=	264.96		
			Demolition	60.00	x	2.51	x	1.2000	=	180.72		
			for new front doors and one rear door per plans									
88	08 72 43 00 0011	LF	6" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 272A)									$442.69
				Quantity		Unit Price		Factor		Total		
			Installation	9.00	x	40.99	x	1.2000	=	442.69		
			for new front doors and one rear door per plans									
89	08 72 43 00 0011	0458	For Color Anodized Finish, Add									$19.98
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	5.55	x	1.2000	=	19.98		

Subtotal for Section - 08 **$36,198.70**

Section - 09

90	09 05 71 00 0002	SF	5 Mil Tile And Stone Acoustical Underlayment (EasyMat)									$8,787.66
				Quantity		Unit Price		Factor		Total		
			Installation	1,715.00	x	4.27	x	1.2000	=	8,787.66		
			acoustical mat underlayment per plans									
91	09 05 71 00 0005	SF	2 MM Thick Resilient Plank Floor Acoustical Underlayment (Floormuffler)									$2,881.20
				Quantity		Unit Price		Factor		Total		
			Installation	1,715.00	x	1.40	x	1.2000	=	2,881.20		
			closest LI to gypsum sanded floor underlayment per plans									
92	09 22 13 23 0008	SF	25 Gauge, 16" On Center, Installed On Walls, Double-Leg Resilient Channel, RC2 Furring Channel									$4,062.18
				Quantity		Unit Price		Factor		Total		
			Installation	857.00	x	3.95	x	1.2000	=	4,062.18		
			Resilient channel per plans									
93	09 22 13 23 0010	SF	25 Gauge, 16" On Center, Installed On Ceilings, Double-Leg Resilient Channel, RC2 Furring Channel									$9,549.12
				Quantity		Unit Price		Factor		Total		
			Installation	1,715.00	x	4.64	x	1.2000	=	9,549.12		
			Resilient channel per plans									
94	09 22 36 23 0005	SF	3.4 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath									$1,461.60
				Quantity		Unit Price		Factor		Total		
			Installation	350.00	x	2.86	x	1.2000	=	1,201.20		
			Demolition	350.00	x	0.62	x	1.2000	=	260.40		
			For stucco patch back									

Work Order Number: 124232.00
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Section - 09

95	09 22 36 23 0005	0020		For >100 To 500, Add									$147.00
			Installation	Quantity 350.00	x	Unit Price 0.35	x	Factor 1.2000	=	Total 147.00			
96	09 24 23 00 0002		SF	Scratch/Brown/Finish, Three Coat Troweled StuccoExcludes lath and felt. Interior or exterior, one side.									$4,956.00
			Installation	Quantity 350.00	x	Unit Price 8.94	x	Factor 1.2000	=	Total 3,754.80			
			Demolition	350.00	x	2.86	x	1.2000	=	1,201.20			
			For Stucco patch back										
97	09 24 23 00 0002	0024		For Walls >10' High, Add									$112.32
			Installation	Quantity 120.00	x	Unit Price 0.78	x	Factor 1.2000	=	Total 112.32			
98	09 24 23 00 0002	0031	SF	For Color Added To Finish Coat, Add									$21.60
			Installation	Quantity 120.00	x	Unit Price 0.15	x	Factor 1.2000	=	Total 21.60			
99	09 24 23 00 0002	0037		For >100 To 500, Add									$282.24
			Installation	Quantity 120.00	x	Unit Price 1.96	x	Factor 1.2000	=	Total 282.24			
100	09 29 10 00 0006		SF	5/8" Gypsum Board									$18,768.96
			Installation	Quantity 6,860.00	x	Unit Price 1.69	x	Factor 1.2000	=	Total 13,912.08			
			Demolition	6,860.00	x	0.59	x	1.2000	=	4,856.88			
			for walls and ceilings per plans. First floor ceiling requires 2 layers per plans										
101	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$5,597.76
			Installation	Quantity 6,860.00	x	Unit Price 0.68	x	Factor 1.2000	=	Total 5,597.76			
			for walls										
102	09 29 10 00 0038	0048		For ASTM C840 Level 5 High Quality Finish, Add									$4,116.00
			Installation	Quantity 6,860.00	x	Unit Price 0.50	x	Factor 1.2000	=	Total 4,116.00			
103	09 29 10 00 0041		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board									$1,811.04
			Installation	Quantity 1,715.00	x	Unit Price 0.88	x	Factor 1.2000	=	Total 1,811.04			
			for ceilings										
104	09 29 10 00 0041	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,337.70
			Installation	Quantity 1,715.00	x	Unit Price 0.65	x	Factor 1.2000	=	Total 1,337.70			
105	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board									$2,502.05
			Installation	Quantity 1,556.00	x	Unit Price 1.34	x	Factor 1.2000	=	Total 2,502.05			
			vertical corners @ 8' throughout both floors and windows										
106	09 29 10 00 0044	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,829.86
			Installation	Quantity 1,556.00	x	Unit Price 0.98	x	Factor 1.2000	=	Total 1,829.86			
107	09 29 10 00 0047		LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board									$2,232.00
			Installation	Quantity 1,200.00	x	Unit Price 1.55	x	Factor 1.2000	=	Total 2,232.00			
			walls and windows										

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Work Order Title: OHA - 1040 Unit Remodel

Section - 09

108	09 29 10 00 0047	0048		For ASTM C840 Level 5 High Quality Finish, Add								$1,641.60
			Installation	Quantity 1,200.00	x	Unit Price 1.14	x	Factor 1.2000	=	Total 1,641.60		
109	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board								$10,262.74
			Installation	Quantity 2,356.00	x	Unit Price 3.63	x	Factor 1.2000	=	Total 10,262.74		
			for walls and windows									
110	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)								$23,687.58
			Installation	Quantity 1,715.00	x	Unit Price 11.51	x	Factor 1.2000	=	Total 23,687.58		
			new flooring throughout per plans									
111	09 91 13 00 0095		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Stucco Walls								$1,444.80
			Installation	Quantity 1,400.00	x	Unit Price 0.86	x	Factor 1.2000	=	Total 1,444.80		
			paint front and side of building for affected areas corner to corner									
112	09 91 13 00 0097		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Stucco Walls								$3,057.60
			Installation	Quantity 1,400.00	x	Unit Price 1.82	x	Factor 1.2000	=	Total 3,057.60		
			paint front and side of building for affected areas corner to corner									
113	09 91 23 00 0067		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls								$5,270.40
			Installation	Quantity 7,200.00	x	Unit Price 0.61	x	Factor 1.2000	=	Total 5,270.40		
			for walls									
114	09 91 23 00 0069		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls								$10,540.80
			Installation	Quantity 7,200.00	x	Unit Price 1.22	x	Factor 1.2000	=	Total 10,540.80		
			for walls									
115	09 91 23 00 0161		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$1,461.18
			Installation	Quantity 1,715.00	x	Unit Price 0.71	x	Factor 1.2000	=	Total 1,461.18		
			for ceilings									
116	09 91 23 00 0163		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$2,675.40
			Installation	Quantity 1,715.00	x	Unit Price 1.30	x	Factor 1.2000	=	Total 2,675.40		
			for ceilings									
117	09 91 23 00 0252		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Door Frame And Trim								$0.00
			Installation	Quantity 0.00	x	Unit Price 0.93	x	Factor 1.2000	=	Total 0.00		
			15 total doors. 40 LF of trim per door									
118	09 91 23 00 0254		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Door Frame And Trime								$0.00
			Installation	Quantity 0.00	x	Unit Price 2.02	x	Factor 1.2000	=	Total 0.00		
			15 total doors. 40 LF of trim per door									
119	09 91 23 00 0275		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
			Installation	Quantity 0.00	x	Unit Price 76.57	x	Factor 1.2000	=	Total 0.00		
			8 doors on first floor 7 doors on second floor									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 09

120	09 91 23 00 0277	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
				Quantity		Unit Price		Factor		Total	
			Installation	0.00	x	138.02	x	1.2000	=	0.00	
			8 doors on first floor 7 doors on second floor								
121	09 91 23 00 0307	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$192.00
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	1.25	x	1.2000	=	192.00	
			8 windows with 128 LF of trim								
122	09 91 23 00 0309	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$416.26
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	2.71	x	1.2000	=	416.26	
			8 windows with 128 LF of trim								
123	09 91 23 00 0350	LF	1 Coat Primer, Brush Work, Paint Interior Wood Trim To 6" Wide								$576.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	0.64	x	1.2000	=	576.00	
			750 LF of baseboards								
124	09 91 23 00 0352	LF	2 Coats Paint, Brush Work, Paint Interior Wood Trim To 6" Wide								$1,305.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	1.45	x	1.2000	=	1,305.00	
			750 LF of baseboards								

Subtotal for Section - 09 **$132,987.65**

Section - 10

125	10 14 53 11 0078	EA	18" x 24" Reflective Polyethylene Traffic Sign								$165.61
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	138.01	x	1.2000	=	165.61	
			ADA parking sign								
126	10 14 53 11 0198	EA	Single Bracket And Post Cap For Street Sign								$29.02
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	24.18	x	1.2000	=	29.02	
			ADA parking sign								
127	10 14 53 11 0213	EA	8' Galvanized Steel U-Channel Sign Post								$165.00
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	137.50	x	1.2000	=	165.00	
			ADA parking sign								
128	10 14 53 11 0278	EA	2-3/8" Diameter, Galvanized, Flat Traffic Sign Post Cap (EC-2)								$26.24
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	21.87	x	1.2000	=	26.24	
			ADA parking sign								
129	10 28 13 13 0045	EA	Single Roll, Surface Mounted, Stainless Steel, Satin Finish, Toilet Tissue Dispenser (Bobrick B-6857)								$308.30
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	105.85	x	1.2000	=	254.04	
			Demolition	2.00	x	22.61	x	1.2000	=	54.26	
			per plans								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 10

130	10 28 13 13 0170		EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)									$401.44
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	111.51	x	1.2000	=	401.44		
				per plans									
131	10 28 13 13 0170	0148		For Peened Grip, Add									$24.73
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	6.87	x	1.2000	=	24.73		
132	10 28 13 13 0171		EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)									$136.87
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	114.06	x	1.2000	=	136.87		
				per plans									
133	10 28 13 13 0171	0148		For Peened Grip, Add									$8.52
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	7.10	x	1.2000	=	8.52		
134	10 28 13 13 0217		EA	Telescoping 60" To 72" Length, 20-Gauge, 1" Diameter, Stainless Steel Curved Shower Rod With Concealed Mounting (Kohler Expanse K-9349)									$389.23
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	139.57	x	1.2000	=	334.97		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
135	10 28 13 13 0322		EA	24" Length, 3/4" Diameter, Stainless Steel Towel Bar (Bobrick B-674)									$333.74
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.45	x	1.2000	=	279.48		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
136	10 28 13 13 0390		EA	20" x 26", Surface Mounted, Aluminum Medicine Cabinet (Kohler K-CB)									$1,707.62
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	661.27	x	1.2000	=	1,587.05		
				Demolition	2.00	x	50.24	x	1.2000	=	120.58		
				per plans									

Subtotal for Section - 10 **$3,696.32**

Section - 11

137	11 30 13 13 0015		EA	30" Venting Range Hood (Broan 40000)									$717.65
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.45	x	1.2000	=	637.08		
				Demolition	1.00	x	67.14	x	1.2000	=	80.57		
				removal of existing and installation of 2 new									

Subtotal for Section - 11 **$717.65**

Section - 12

138	12 36 61 19 0005		SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash									$12,198.00
					Quantity		Unit Price		Factor		Total		
				Installation	65.00	x	142.53	x	1.2000	=	11,117.34		
				Demolition	35.00	x	25.73	x	1.2000	=	1,080.66		
				kitchen countertops									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 12

139	12 36 61 19 0006	LF	Quartz Agglomerate Countertop End Splash For Quartz Agglomerate Countertops									$101.54
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	19.02	x	1.2000	=	91.30		
			Demolition	2.00	x	4.27	x	1.2000	=	10.25		
			for end where fridges meet									
140	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop									$361.73
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	150.72	x	1.2000	=	361.73		
			2 kitchen sinks									

Subtotal for Section - 12 **$12,661.27**

Section - 22

141	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair									$335.04
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	27.92	x	1.2000	=	335.04		
			replace supply lines in kitchens and bathrooms									
142	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line									$289.97
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	60.41	x	1.2000	=	289.97		
			new drain lines									
143	22 11 16 00 0003	LF	3/4" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting AssemblyIncludes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.									$13,959.60
				Quantity		Unit Price		Factor		Total		
			Installation	500.00	x	21.55	x	1.2000	=	12,930.00		
			Demolition	200.00	x	4.29	x	1.2000	=	1,029.60		
			gas line piping									
144	22 11 16 00 0003	0304	For Work In Restricted Working Space, Add									$1,010.40
				Quantity		Unit Price		Factor		Total		
			Installation	200.00	x	4.21	x	1.2000	=	1,010.40		
145	22 11 16 00 0901	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.									$32,443.80
				Quantity		Unit Price		Factor		Total		
			Installation	950.00	x	25.99	x	1.2000	=	29,628.60		
			Demolition	600.00	x	3.91	x	1.2000	=	2,815.20		
			water line copper piping									
146	22 11 16 00 0901	0315	For Work In Restricted Working Space, Add									$1,384.80
				Quantity		Unit Price		Factor		Total		
			Installation	200.00	x	5.77	x	1.2000	=	1,384.80		
147	22 12 23 13 0002	EA	80 Gallon ASME Rated Tank, 150PSI, Jacketed, Insulated, Glass Lined Water Heater Storage Tank (TJ-80A)									$479.41
				Quantity		Unit Price		Factor		Total		
			Installation	0.00	x	2,554.73	x	1.2000	=	0.00		
			Demolition	1.00	x	399.51	x	1.2000	=	479.41		
			removal of existing water heater									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 22

148	22 13 16 00 0518		LF	4" Aboveground 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.									$48,884.70
					Quantity		Unit Price		Factor		Total		
				Installation	750.00	x	51.46	x	1.2000	=	46,314.00		
				Demolition	275.00	x	7.79	x	1.2000	=	2,570.70		
				new Sewer and vent piping									
149	22 13 16 00 0518	0304		For Work In Restricted Working Space, Add									$2,175.00
					Quantity		Unit Price		Factor		Total		
				Installation	250.00	x	7.25	x	1.2000	=	2,175.00		
150	22 34 13 00 0011		EA	7.4 GPM, Outdoor Mount, Instantaneous, Tankless, Gas Domestic Water Heater (Rheem RTG-74XN)									$10,037.42
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	4,182.26	x	1.2000	=	10,037.42		
				installation of 2 new water heaters									
151	22 41 16 16 0003		EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)									$1,768.56
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	683.46	x	1.2000	=	1,640.30		
				Demolition	1.00	x	106.88	x	1.2000	=	128.26		
				removal of existing and installation of new.									
152	22 41 39 00 0006		EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)									$565.87
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	210.81	x	1.2000	=	505.94		
				Demolition	1.00	x	49.94	x	1.2000	=	59.93		
				removal of existing and installation of new.									
153	22 42 13 13 0026		EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Back Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Yorkville™ ADA)									$2,811.37
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	1,119.47	x	1.2000	=	2,686.73		
				Demolition	1.00	x	103.87	x	1.2000	=	124.64		
				remove existing and install new ADA toilet									
154	22 42 16 13 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)									$1,701.89
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	675.66	x	1.2000	=	1,621.58		
				Demolition	1.00	x	66.92	x	1.2000	=	80.30		
				remove existing and install new ADA sink, faucet, and drain cover.									
155	22 42 19 00 0027		EA	3 Piece Tub/Shower Surrounds, 32" x 72" Side Walls, 48" x 72" Back, (Swanstone SK-324872)									$8,454.49
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,363.24	x	1.2000	=	8,071.78		
				Demolition	1.00	x	318.93	x	1.2000	=	382.72		
				new tub/shower for bathrooms									
156	22 42 39 00 0042		EA	Single Supply EcoPower® Faucet, Polished Chrome Finish (Toto TEL3LS10#CP)									$1,885.78
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	785.74	x	1.2000	=	1,885.78		
				ADA sink, faucet, and drain cover.									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 22

157	22 42 39 00 0064		EA	Three Lever Handle, Chrome Shower And Tub Filler (American Standard Colony Soft 3375.502)									$741.02
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.41	x	1.2000	=	636.98		
				Demolition	2.00	x	43.35	x	1.2000	=	104.04		
				per plans									
158	22 42 39 00 0064	0147	EA	For Faucet With Metal Cross Handles, Add									$109.80
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	45.75	x	1.2000	=	109.80		
159	22 42 39 00 0211		EA	Lavatory Protective Enclosure (IPS Truebro Lav Shield)									$390.86
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	162.86	x	1.2000	=	390.86		
				drain cover for ADA kitchen and bathroom sink									
160	22 42 39 00 0218		EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)									$680.78
					Quantity		Unit Price		Factor		Total		
				Installation	10.00	x	48.34	x	1.2000	=	580.08		
				Demolition	8.00	x	10.49	x	1.2000	=	100.70		
				new angle stops installed in bathrooms and kitchens									

Subtotal for Section - 22 **$130,110.56**

Section - 23

161	23 09 23 53 0284		EA	Scheduling Program, HVAC (AHU, RTU, AC Units, Etcetera) Programming Measures									$8,755.06
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,647.94	x	1.2000	=	8,755.06		
				required setup, balancing, and charging for new system									
162	23 31 13 16 0063		EA	4" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Connector									$3,117.60
					Quantity		Unit Price		Factor		Total		
				Installation	150.00	x	17.32	x	1.2000	=	3,117.60		
				exhaust ducting per plans									
163	23 33 13 13 0006		EA	12" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$696.79
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	142.13	x	1.2000	=	682.22		
				Demolition	1.00	x	12.14	x	1.2000	=	14.57		
				HVAC per plans									
164	23 33 46 00 0008		LF	12" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket									$12,610.20
					Quantity		Unit Price		Factor		Total		
				Installation	450.00	x	21.28	x	1.2000	=	11,491.20		
				Demolition	250.00	x	3.73	x	1.2000	=	1,119.00		
				HVAC per plans - exhaust ducting									
165	23 33 46 00 0020		EA	12" Diameter Flexible Duct Collar, Spin In Type, Sheet Metal, With Damper									$739.63
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	98.06	x	1.2000	=	706.03		
				Demolition	2.00	x	14.00	x	1.2000	=	33.60		
				HVAC per plans									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 23

166	23 34 16 00 0272	EA	109 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L100MG)								$2,212.13
				Quantity		Unit Price		Factor		Total	
			Installation	4.00	x	451.74	x	1.2000	=	2,168.35	
			Demolition	1.00	x	36.48	x	1.2000	=	43.78	
			Laundry room and bathroom exhaust fan per plans								
167	23 54 16 13 0007	EA	120 MBH, 2,000 CFM Up/Horizontal Flow Multi-Speed, Two Stage 96% AFUE Gas FurnaceBlower cooling capacity up to 5 tons.								$15,925.85
				Quantity		Unit Price		Factor		Total	
			Installation	5.00	x	2,628.44	x	1.2000	=	15,770.64	
			Demolition	1.00	x	129.34	x	1.2000	=	155.21	
			per plans. wall mounted furnaces								

Subtotal for Section - 23 **$44,057.26**

Section - 26

168	26 01 20 91 0002	EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).								$590.94
				Quantity		Unit Price		Factor		Total	
			Installation	15.00	x	32.83	x	1.2000	=	590.94	
			LOTO of existing circuits								
169	26 05 19 16 0402	MLF	#12 AWG, 3 Conductors, 600 Volt, Type NM, Copper, Non-Metallic Sheathed Cable								$24,763.20
				Quantity		Unit Price		Factor		Total	
			Installation	5.00	x	4,127.20	x	1.2000	=	24,763.20	
			for new electrical runs per plans								
170	26 05 19 16 0402 0377		For Installation In Wood Stud Wall (Includes Drilling), Add								$1,795.14
				Quantity		Unit Price		Factor		Total	
			Installation	5.00	x	299.19	x	1.2000	=	1,795.14	
171	26 09 23 00 0144	EA	Wall Switch Replacement Occupancy Sensor, Single GangIncludes integral occupancy sensor and relay.								$1,483.80
				Quantity		Unit Price		Factor		Total	
			Installation	10.00	x	123.65	x	1.2000	=	1,483.80	
			per plans								
172	26 09 23 00 0270	EA	Passive Infrared, Wall Switch Mounted, Wired Occupancy Sensor (Encelium PW-100-24)Excludes GB II cable.								$725.28
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	302.20	x	1.2000	=	725.28	
			for bathrooms								
173	26 24 13 00 0213	EA	800 Amperes, 480 Volt, 4 Wire, Switchboard Incoming No Switch Circuit								$6,313.51
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	4,436.97	x	1.2000	=	5,324.36	
			Demolition	1.00	x	824.29	x	1.2000	=	989.15	
			for new main panel to new units subpanels								
174	26 24 16 00 0470	EA	200 Ampere Rating, Main Breaker, Indoor, 42 Circuit, 4 Wire, 120/208 Volt, Assembled Panelboard With 20 Ampere, 1 Pole Plug-In Breakers								$8,743.93
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	3,188.30	x	1.2000	=	7,651.92	
			Demolition	1.00	x	910.01	x	1.2000	=	1,092.01	
			1 new sub panel for each unit								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 26

175	26 27 13 00 0125	EA	Single Phase M-90 Meter, Socket, NEMA 3R Enclosure									$8,033.33
				Quantity		Unit Price		Factor		Total		
			Installation	6.00	x	1,070.24	x	1.2000	=	7,705.73		
			Demolition	5.00	x	54.60	x	1.2000	=	327.60		
			installation of new meters for building									
176	26 27 26 00 0009	EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly									$5,103.00
				Quantity		Unit Price		Factor		Total		
			Installation	35.00	x	101.74	x	1.2000	=	4,273.08		
			Demolition	20.00	x	34.58	x	1.2000	=	829.92		
			All new GFI outlets throughout per clients request									
177	26 27 26 00 0125	EA	20 Amperes, 125 Volt Single Specification Grade Tamper Resistant ReceptaclePass & Seymour TR5351.									$2,554.46
				Quantity		Unit Price		Factor		Total		
			Installation	44.00	x	39.28	x	1.2000	=	2,073.98		
			Demolition	44.00	x	9.10	x	1.2000	=	480.48		
			all new outlets throughout per clients request									
178	26 27 26 00 0138	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly									$3,774.00
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	91.22	x	1.2000	=	2,736.60		
			Demolition	25.00	x	34.58	x	1.2000	=	1,037.40		
			25 switches total in both units									
179	26 51 19 00 0269	EA	2' x 2', 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia 2RTX2)									$7,035.98
				Quantity		Unit Price		Factor		Total		
			Installation	24.00	x	212.03	x	1.2000	=	6,106.46		
			Demolition	20.00	x	38.73	x	1.2000	=	929.52		
			new LED lights throughout									
180	26 51 19 00 0477	EA	2-1/2" Diameter x 15-1/2" High, Polished Nickel, LED Wall Sconce (Hudson Valley Lighting SHAW 1200-PN)									$1,281.65
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	497.62	x	1.2000	=	1,194.29		
			Demolition	2.00	x	36.40	x	1.2000	=	87.36		
			2 new wall sconces per plans in bathrooms									

Subtotal for Section - 26 **$72,198.22**

Section - 31

181	31 05 16 00 0002	CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)									$1,650.60
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	55.02	x	1.2000	=	1,650.60		
			4" deep, 200 LF, 2' wide base for backfill for trenching. 20 CY for footings, and slabs									
182	31 05 16 00 0002 0053		For Up To 8, Add									$66.00
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	11.00	x	1.2000	=	66.00		
183	31 11 00 00 0010	ACR	Clearing By Machine - Light Brush Without Grub									$202.36
				Quantity		Unit Price		Factor		Total		
			Installation	0.50	x	337.26	x	1.2000	=	202.36		
			clear out weeds in back yard									
184	31 11 00 00 0019	CY	Hand Loading Of Cleared And Grubbed Material									$976.32
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	40.68	x	1.2000	=	976.32		
			clear out weeds in back yard									

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 31

185	31 23 16 13 0007		CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.									$4,027.50
			Installation	Quantity 25.00	x	Unit Price 134.25	x	Factor 1.2000	=	Total 4,027.50			
			20" deep, 200 LF, 2' wide										
186	31 23 16 13 0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand									$1,118.70
			Installation	Quantity 25.00	x	Unit Price 37.29	x	Factor 1.2000	=	Total 1,118.70			
			20" deep, 200 LF, 2' wide										
187	31 23 16 13 0014		CY	Compaction of Fill or Subbase for Trenches by Hand									$1,262.10
			Installation	Quantity 25.00	x	Unit Price 42.07	x	Factor 1.2000	=	Total 1,262.10			
			20" deep, 200 LF, 2' wide										
188	31 23 16 36 0009		CY	Excavation For Building Foundations And Other Structures By Hand in Soil									$7,249.50
			Installation	Quantity 45.00	x	Unit Price 134.25	x	Factor 1.2000	=	Total 7,249.50			
			for footings										
189	31 23 16 36 0019		CY	Backfilling Around Building Foundations And Other Structures By Hand									$1,534.32
			Installation	Quantity 20.00	x	Unit Price 63.93	x	Factor 1.2000	=	Total 1,534.32			
			for footings										
190	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand									$2,271.24
			Installation	Quantity 45.00	x	Unit Price 42.06	x	Factor 1.2000	=	Total 2,271.24			
			for footings										

Subtotal for Section - 31 **$20,358.64**

Section - 32

191	32 16 13 13 0016		LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Straight									$225.96
			Installation	Quantity 5.00	x	Unit Price 25.83	x	Factor 1.2000	=	Total 154.98			
			Demolition	5.00	x	11.83	x	1.2000	=	70.98			
			for parking lot ADA modifications										
192	32 16 13 13 0016	0077	MOD	For Up To 20, Add									$105.42
			Installation	Quantity 5.00	x	Unit Price 17.57	x	Factor 1.2000	=	Total 105.42			
193	32 16 23 00 0002		SF	4" Cast In Place Concrete Sidewalk									$212.16
			Installation	Quantity 20.00	x	Unit Price 8.84	x	Factor 1.2000	=	Total 212.16			
			for parking lot ADA modifications										
194	32 16 23 00 0002	0094		For Up To 100, Add									$92.16
			Installation	Quantity 20.00	x	Unit Price 3.84	x	Factor 1.2000	=	Total 92.16			
195	32 16 23 00 0008		EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.									$167.12
			Installation	Quantity 1.00	x	Unit Price 139.27	x	Factor 1.2000	=	Total 167.12			
			for parking lot ADA modifications										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124232.00
Work Order Title: OHA - 1040 Unit Remodel

Section - 32

196	32 17 23 13 0074	SF	Solid Area, Painted Pavement Marking For Parking AreasUse task for lines >12" wide, stop bars, transverse lines, diagonal lines, crossing lanes, etc.									$102.48
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	4.27	x	1.2000	=	102.48		
			for parking lot ADA modifications									
197	32 17 23 13 0088	EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.									$52.66
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	43.88	x	1.2000	=	52.66		
			for parking lot ADA modifications									
198	32 17 26 00 0003	SF	Embedded, VPC Truncated Dome Detectable Warning SurfaceAlso raised strips or directional bars. All colors.									$650.04
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	54.17	x	1.2000	=	650.04		
			new truncated domes per									
199	32 31 13 13 0010	VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil									$80.75
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	22.43	x	1.2000	=	80.75		
			ADA parking sign									
200	32 31 13 13 0027	VLF	12" Diameter, Concrete Fill For Post Hole									$89.28
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	24.80	x	1.2000	=	89.28		
			ADA parking sign									

Subtotal for Section - 32 **$1,778.03**

Proposal Total **$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124232.00
Owner PO #:	
Title:	OHA - 1040 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Name of Contractor	Duties	Amount	%
Refined Construction		$520,000.00	86.02

EXHIBIT A

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R7-GB-101723-MDJ

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

Work Order Number.:	124238.00	Work Order Date:	01/09/2024
Work Order Title:	OHA - 1070 Unit Remodel		
Owner Name:	Oxnard Housing Authority	Contractor Name:	MDJ Management
Contact:	Fredi Contreras	Contact:	Matt McMillon
Phone:	805-890-8319	Phone:	310-490-1521

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-R7-GB-101723-MDJ.

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: $604,505.00

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority Date

MDJ Management Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Fredi Contreras
Oxnard Housing Authority
300 N. Marquita Street
Oxnard, CA 93030
805-890-8319

Date Printed: January 09, 2024

Work Order Number: 124238.00

Work Order Title: OHA - 1070 Unit Remodel

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.

See attached

Subject to the terms and conditions of ezIQC Contract **CA-R7-GB-101723-MDJ**.

MDJ Management _____ Date _____

Oxnard Housing Authority _____ Date _____

MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: 1070 Colonia Conversion
Location: 1070-C E. Colonia Rd. Oxnard, CA
93030 Customer: Oxnard Housing Authority

Submission Date: 1/4/24

Detailed Scope of Work

Demolition

- Demolition of existing apartment per plans

Installation/Buildout

- Saw cutting of slab and demolition of concrete for new plumbing
- Excavation for new plumbing and new concrete footings for addition
- All framing throughout including new walls and soffits
- New rough and finish plumbing throughout
- New electrical rough including new panel per plan
- Concrete work:
    - Excavate under slab for rough plumbing and electrical needs
    - Pour new footings per structural plans
    - Pour back all open trenches inside the unit
    - Outside sidewalk as required
- New windows and doors throughout
- New Insulation
- HVAC per plans
    - Exhaust fan ducting
    - Remove existing wall heater and installation of new wall heaters per plans
- Drywall throughout
    - Patch were needed due to demolition and rough MEP requirements
    - New drywall per plans
    - Double stacked first floor ceiling with resilient channels per plans
- Lath, stucco, and color coat to match existing for stucco patching
- Interior paint
- New Flooring and MDF base
    - New underlayment and self leveling
- New kitchens, countertops, fixtures, sinks and appliances

- New bathroom fixtures per plan
- Site work:
    - New sidewalks
    - Handicap ramp with truncated domes
    - Handicap striping
    - New signage at Handicap stall

Installation/Buildout added by Client NOT included on plans

- Remove and replace all outlets and switches throughout, even on all existing walls
- Install MDF baseboards
    - Instead of called out vinyl base
- Remove and replace all interior doors. Complete list of doors from plans as well as clients request
- Clean up existing back yard, the weeds are 5 feet high
    - Includes weed weed whacking and removal of all dead weeds
- All new LED lighting throughout

Notes:

- All work to be performed per plans provided to MDJ
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**Normal Working Hours - Davis Bacon Wages**), materials, equipment to complete this scope of work.
- Construction Exclusions:
    - New Washer and Dryer not included in contract
    - New stove, range, dishwasher, and fridge not included in contract

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
    - One year warranty against workmanship
    - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing, inspection, survey, and engineering unless specified above
- We exclude utilities and hazardous or contaminated material.
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost.
- We exclude premium time.
- We exclude anything not specifically mentioned above.
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation.
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal.** Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:

Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124238.00
Owner PO #:	
Title:	OHA - 1070 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Section - 01	**$50,228.90**
Section - 02	**$2,817.60**
Section - 03	**$24,059.94**
Section - 06	**$46,235.58**
Section - 07	**$26,398.68**
Section - 08	**$36,198.70**
Section - 09	**$132,987.65**
Section - 10	**$3,696.32**
Section - 11	**$717.65**
Section - 12	**$12,661.27**
Section - 22	**$130,110.56**
Section - 23	**$44,057.26**
Section - 26	**$72,198.22**
Section - 31	**$20,358.64**
Section - 32	**$1,778.03**
Proposal Total	**$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124238.00
Owner PO #:	
Title:	OHA - 1070 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

	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, invoice, or proof of payment shall be submitted with the Price Proposal.	$13,011.90
				Installation	Quantity 11,829.00 x Unit Price 1.00 x Factor 1.1000 = Total 13,011.90	
					Bond = $591,493 x 2%	
2	01 22 20 00 0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$7,623.17
				Installation	Quantity 64.00 x Unit Price 99.26 x Factor 1.2000 = Total 7,623.17	
					2 guys for 4 days for reconfiguring framing around doors and windows to meet new sizing and ADA requirements.	
3	01 22 20 00 0010			HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$866.21
				Installation	Quantity 8.00 x Unit Price 90.23 x Factor 1.2000 = Total 866.21	
					1 guy one day for investigation and into existing and create plan for new connections	
4	01 22 20 00 0037			HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,027.78
				Installation	Quantity 8.00 x Unit Price 107.06 x Factor 1.2000 = Total 1,027.78	
					1 guy one day for investigation and into existing and create plan for new connections	
5	01 66 19 00 0060			EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	$10,586.88
				Installation	Quantity 960.00 x Unit Price 9.19 x Factor 1.2000 = Total 10,586.88	
					4 guys, averaging 4 trips a day for 3 months for demolition hauling and delivery of purchased materials.	
6	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.	$12,743.71
				Installation	Quantity 12.00 x Unit Price 884.98 x Factor 1.2000 = Total 12,743.71	
					10 dumpsters for demolition debris: cabinets, drywall from entire house, shower, toilet, stucco, insulation, ... 2 dumpsters for construction debris: drywall cuts, lumber cuts, basic trash	
7	01 74 19 00 0019			EA	15 CY Low-Boy Dumpster Mixed RecyclableFor mixed dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.	$4,369.25
				Installation	Quantity 4.00 x Unit Price 910.26 x Factor 1.2000 = Total 4,369.25	
					for removal of excavated soil for footings, slab, trenching	

Subtotal for Section - 01 **$50,228.90**

Section - 02

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 02

8	02 41 19 13 0063	LF	Rod Reinforced Concrete Slab Up To 4" Depth, Saw Cut									$2,817.60
		Installation	Quantity		Unit Price		Factor		Total			
			400.00	x	5.87	x	1.2000	=	2,817.60			
		sawcut existing slab to trench for new electrical and plumbing runs as needed per plans										

Subtotal for Section - 02 **$2,817.60**

Section - 03

9	03 21 11 00 0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment									$6,655.50
		Installation	Quantity		Unit Price		Factor		Total			
			225.00	x	24.65	x	1.2000	=	6,655.50			
		200 LF of trenching. Epoxy and Dowel every 2'. One on each side. For reinforcement and tying into existing slab adjacent. 25 dowels to attach from porch sidewalk to existing .										
10	03 21 13 00 0093	LF	#6, Grade 50, Slab On Grade, Galvanized Steel Reinforcement Bar									$2,496.00
		Installation	Quantity		Unit Price		Factor		Total			
			800.00	x	2.60	x	1.2000	=	2,496.00			
		200 LF of trenching and 600 LF for slab, porch, and footings. Installation of rebar every 2'.										
11	03 30 53 00 0009	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner. Includes local aggregate, sand, bagged cement (Type I) and water.									$4,370.40
		Installation	Quantity		Unit Price		Factor		Total			
			200.00	x	18.21	x	1.2000	=	4,370.40			
		patch back trenching in existing slab										
12	03 30 53 00 0009 0038		For High Early Strength, Type 3 ASTM C150, Add									$156.00
		Installation	Quantity		Unit Price		Factor		Total			
			200.00	x	0.65	x	1.2000	=	156.00			
13	03 30 53 00 0009 0039		For Lightweight Aggregate, ASTM C330, Add									$544.80
		Installation	Quantity		Unit Price		Factor		Total			
			200.00	x	2.27	x	1.2000	=	544.80			
14	03 54 16 00 0005	SF	1/2" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation									$9,837.24
		Installation	Quantity		Unit Price		Factor		Total			
			1,715.00	x	4.78	x	1.2000	=	9,837.24			
		self leveling of floors for prior to installation of new vinyl plank flooring										

Subtotal for Section - 03 **$24,059.94**

Section - 06

15	06 11 16 00 0061	SF	2" x 4" Wood Wall Framing At 16" On Center									$2,321.57
			Quantity		Unit Price		Factor		Total			
		Installation	720.00	x	1.66	x	1.2000	=	1,434.24			
		Demolition	936.00	x	0.79	x	1.2000	=	887.33			
		for new walls. Couple walls require double stacked										
16	06 16 33 00 0020	SF	3/4" CD Grade Plywood Floor DeckingApplied to floor or joists.									$6,338.64
			Quantity		Unit Price		Factor		Total			
		Installation	1,715.00	x	2.47	x	1.2000	=	5,083.26			
		Demolition	1,715.00	x	0.61	x	1.2000	=	1,255.38			
		for new floor decking per plans										
17	06 16 33 00 0020 0038		For Exterior Glue, Add									$185.22
		Installation	Quantity		Unit Price		Factor		Total			
			1,715.00	x	0.09	x	1.2000	=	185.22			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 06

18	06 16 33 00 0033		SF	5/8" Thick CDX Plywood Underlayment Grade									$255.48
					Quantity		Unit Price		Factor		Total		
				Installation	75.00	x	2.46	x	1.2000	=	221.40		
				Demolition	40.00	x	0.71	x	1.2000	=	34.08		
				for countetop									
19	06 41 13 00 0116		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,245.28
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	345.91	x	1.2000	=	1,245.28		
				removal of existing cabinets, installation of new per plans									
20	06 41 13 00 0116	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$420.37
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	116.77	x	1.2000	=	420.37		
21	06 41 13 00 0116	0130		For All Plywood Box Construction, Add									$438.19
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	121.72	x	1.2000	=	438.19		
22	06 41 13 00 0117		EA	15" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$882.84
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	367.85	x	1.2000	=	882.84		
				removal of existing cabinets, installation of new per plans									
23	06 41 13 00 0117	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$280.25
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.77	x	1.2000	=	280.25		
24	06 41 13 00 0117	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	121.72	x	1.2000	=	292.13		
25	06 41 13 00 0118		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,846.66
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	384.72	x	1.2000	=	1,846.66		
				removal of existing cabinets, installation of new per plans									
26	06 41 13 00 0118	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	116.77	x	1.2000	=	560.50		
27	06 41 13 00 0118	0130		For All Plywood Box Construction, Add									$584.26
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	121.72	x	1.2000	=	584.26		
28	06 41 13 00 0119		EA	21" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$486.41
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	405.34	x	1.2000	=	486.41		
				removal of existing cabinets, installation of new per plans									
29	06 41 13 00 0119	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	116.77	x	1.2000	=	140.12		

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 06

30	06 41 13 00 0119	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
31	06 41 13 00 0121		EA	27" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$579.37
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	482.81	x	1.2000	=	579.37		
				removal of existing cabinets, installation of new per plans									
32	06 41 13 00 0121	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	116.77	x	1.2000	=	140.12		
33	06 41 13 00 0121	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
34	06 41 13 00 0124		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,433.42
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	567.10	x	1.2000	=	1,361.04		
			Demolition		1.00	x	60.32	x	1.2000	=	72.38		
				removal of existing cabinets, installation of new per plans									
35	06 41 13 00 0139		EA	12" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$541.33
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	431.01	x	1.2000	=	517.21		
			Demolition		1.00	x	20.10	x	1.2000	=	24.12		
				removal of existing cabinets, installation of new per plans									
36	06 41 13 00 0139	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	467.08	x	1.2000	=	560.50		
37	06 41 13 00 0139	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
38	06 41 13 00 0140		EA	15" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$559.45
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	441.08	x	1.2000	=	529.30		
			Demolition		1.00	x	25.13	x	1.2000	=	30.16		
				removal of existing cabinets, installation of new per plans									
39	06 41 13 00 0140	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$1,120.99
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	467.08	x	1.2000	=	1,120.99		
40	06 41 13 00 0140	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	121.72	x	1.2000	=	292.13		
41	06 41 13 00 0142		EA	21" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$1,264.40
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	509.24	x	1.2000	=	1,222.18		
			Demolition		1.00	x	35.19	x	1.2000	=	42.23		
				removal of existing cabinets, installation of new per plans									

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 06

42	06 41 13 00 0142	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add										$1,120.99
			Installation	Quantity 2.00	x	Unit Price 467.08	x	Factor 1.2000	=	Total 1,120.99				
43	06 41 13 00 0142	0130		For All Plywood Box Construction, Add										$292.13
			Installation	Quantity 2.00	x	Unit Price 121.72	x	Factor 1.2000	=	Total 292.13				
44	06 41 13 00 0170		EA	30" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$493.43
			Installation	Quantity 1.00	x	Unit Price 360.93	x	Factor 1.2000	=	Total 433.12				
			Demolition	1.00	x	50.26	x	1.2000	=	60.31				
			removal of existing cabinets, installation of new per plans											
45	06 41 13 00 0170	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
46	06 41 13 00 0171		EA	33" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$516.13
			Installation	Quantity 1.00	x	Unit Price 374.82	x	Factor 1.2000	=	Total 449.78				
			Demolition	1.00	x	55.29	x	1.2000	=	66.35				
			removal of existing cabinets, installation of new per plans											
47	06 41 13 00 0171	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
48	06 41 13 00 0172		EA	36" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$531.48
			Installation	Quantity 1.00	x	Unit Price 382.58	x	Factor 1.2000	=	Total 459.10				
			Demolition	1.00	x	60.32	x	1.2000	=	72.38				
			removal of existing cabinets, installation of new per plans											
49	06 41 13 00 0172	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
50	06 41 13 00 0174		EA	12" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$2,167.92
			Installation	Quantity 6.00	x	Unit Price 297.75	x	Factor 1.2000	=	Total 2,143.80				
			Demolition	1.00	x	20.10	x	1.2000	=	24.12				
			removal of existing cabinets, installation of new per plans											
51	06 41 13 00 0174	0131		For All Plywood Box Construction, Add										$470.23
			Installation	Quantity 6.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 470.23				
52	06 41 13 00 0175		EA	15" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$809.03
			Installation	Quantity 2.00	x	Unit Price 324.53	x	Factor 1.2000	=	Total 778.87				
			Demolition	1.00	x	25.13	x	1.2000	=	30.16				
			removal of existing cabinets, installation of new per plans											
53	06 41 13 00 0175	0131		For All Plywood Box Construction, Add										$156.74
			Installation	Quantity 2.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 156.74				

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 06

54	06 41 13 00 0176		EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$1,282.30
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	346.14	x	1.2000	=	1,246.10			
				Demolition	1.00	x	30.16	x	1.2000	=	36.19			
				removal of existing cabinets, installation of new per plans										
55	06 41 13 00 0176	0131		For All Plywood Box Construction, Add										$235.12
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	65.31	x	1.2000	=	235.12			
56	06 41 13 00 0178		EA	24" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$525.71
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	397.88	x	1.2000	=	477.46			
				Demolition	1.00	x	40.21	x	1.2000	=	48.25			
				removal of existing cabinets, installation of new per plans										
57	06 41 13 00 0178	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
58	06 41 13 00 0179		EA	27" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$578.09
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	436.48	x	1.2000	=	523.78			
				Demolition	1.00	x	45.26	x	1.2000	=	54.31			
				removal of existing cabinets, installation of new per plans										
59	06 41 13 00 0179	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
60	06 41 13 00 0180		EA	30" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$597.17
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	447.38	x	1.2000	=	536.86			
				Demolition	1.00	x	50.26	x	1.2000	=	60.31			
				removal of existing cabinets, installation of new per plans										
61	06 41 13 00 0180	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
62	06 41 13 00 0182		EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$674.99
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	502.17	x	1.2000	=	602.60			
				Demolition	1.00	x	60.32	x	1.2000	=	72.38			
				removal of existing cabinets, installation of new per plans										
63	06 41 13 00 0182	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
64	06 41 93 00 0007		EA	7" To 8-1/2", Flat Cabinet Pull Handle										$3,370.32
					Quantity		Unit Price		Factor		Total			
				Installation	65.00	x	39.00	x	1.2000	=	3,042.00			
				Demolition	32.00	x	8.55	x	1.2000	=	328.32			
				removal of existing cabinets, installation of new per plans										

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 06

65	06 46 19 00 0005	LF	4-1/2" High White Pine Base Molding, All Dimensions Are Nominal									$8,657.40
				Quantity		Unit Price		Factor		Total		
			Installation	750.00	x	8.21	x	1.2000	=	7,389.00		
			Demolition	700.00	x	1.51	x	1.2000	=	1,268.40		
			new base boards throughout									

Subtotal for Section - 06 **$46,235.58**

Section - 07

66	07 21 16 00 0006	SF	5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation									$17,600.88
				Quantity		Unit Price		Factor		Total		
			Installation	6,215.00	x	1.98	x	1.2000	=	14,766.84		
			Demolition	6,215.00	x	0.38	x	1.2000	=	2,834.04		
			removal of existing insulation and installation of new 4500 sqft of walls 1715 sqft of ceilings									
67	07 26 13 00 0004	CSF	Two Ply 60 Minute Asphalt Saturated Kraft Building Paper, Grade D (Fortifiber Two Ply Super Jumbo Tex 60 Minute)									$1,835.40
				Quantity		Unit Price		Factor		Total		
			Installation	35.00	x	43.70	x	1.2000	=	1,835.40		
			for stucco patchback									
68	07 62 13 00 0033	SF	22 Gauge, 0.034" Thick, Galvanized Steel Flashing									$4,485.60
				Quantity		Unit Price		Factor		Total		
			Installation	300.00	x	12.46	x	1.2000	=	4,485.60		
			flashing per plans for new windows									
69	07 62 13 00 0033 0080		For Wrap Around Window Panning, Add									$2,476.80
				Quantity		Unit Price		Factor		Total		
			Installation	300.00	x	6.88	x	1.2000	=	2,476.80		

Subtotal for Section - 07 **$26,398.68**

Section - 08

70	08 12 13 13 0008	EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame									$7,015.14
				Quantity		Unit Price		Factor		Total		
			Installation	9.00	x	571.36	x	1.2000	=	6,170.69		
			Demolition	7.00	x	100.53	x	1.2000	=	844.45		
			6 frames for interior doors and 3 for exterior doors									
71	08 13 13 13 0039	EA	3' x 6'-8" x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door									$2,890.61
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	782.84	x	1.2000	=	2,818.22		
			Demolition	1.00	x	60.32	x	1.2000	=	72.38		
			for new front doors and one rear door per plans									
72	08 13 13 13 0039 0098		For Embossed Panel Door, Add									$572.15
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	158.93	x	1.2000	=	572.15		
73	08 13 13 13 0039 0099		For Baked Enamel Finish, Add									$780.34
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	216.76	x	1.2000	=	780.34		
74	08 13 13 13 0039 0104	EA	For 3 Hour Fire Rated Door, Add									$473.40
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	131.50	x	1.2000	=	473.40		

Contractor's Price Proposal - Detail Continues..

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Work Order Title: OHA - 1070 Unit Remodel

Section - 08

75	08 14 16 00 0134	EA	3'-0" x 6'-8" x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Birch Faced Wood Door									$2,524.34
				Quantity		Unit Price		Factor		Total		
			Installation	6.00	x	280.23	x	1.2000	=	2,017.66		
			Demolition	7.00	x	60.32	x	1.2000	=	506.69		
			5 bedroom/bathroom doors and 1 closet door									
76	08 14 73 00 0074	EA	5' Wide, Two 2'-6" x 6'-8" x 1-3/8" Thick, Flush, Hollow Core (HC), Birch Faced Wood Bi-Pass Doors									$1,872.97
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	463.33	x	1.2000	=	1,667.99		
			Demolition	2.00	x	85.41	x	1.2000	=	204.98		
			removal of 2 existing closet sliding doors, installation of 3 new closet sliding doors									
77	08 53 13 00 0121	EA	>60" To 73" UI, Single Hung Premium Vinyl Window (Pella 350)									$1,415.59
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	537.05	x	1.2000	=	1,288.92		
			Demolition	2.00	x	52.78	x	1.2000	=	126.67		
			replacement of all existing windows									
78	08 53 13 00 0124	EA	>93" To 101" UI, Single Hung Premium Vinyl Window (Pella 350)									$993.74
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	760.26	x	1.2000	=	912.31		
			Demolition	1.00	x	67.86	x	1.2000	=	81.43		
			replacement of all existing windows									
79	08 53 13 00 0547	EA	>93" To 101" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)									$4,338.30
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	655.19	x	1.2000	=	3,931.14		
			Demolition	5.00	x	67.86	x	1.2000	=	407.16		
			replacement of all existing windows									
80	08 71 11 00 0004	PR	3-1/2" x 3-1/2" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$550.33
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	81.88	x	1.2000	=	491.28		
			Demolition	7.00	x	7.03	x	1.2000	=	59.05		
			removal of existing and installation of new									
81	08 71 11 00 0005	PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$485.62
				Quantity		Unit Price		Factor		Total		
			Installation	4.50	x	89.93	x	1.2000	=	485.62		
			for new front doors and one rear door per plans									
82	08 71 11 00 0513	EA	3" Projection, Residential Spring Type, Bright Brass Finish, Steel Wall Stop (Ives 63)									$252.10
				Quantity		Unit Price		Factor		Total		
			Installation	13.00	x	11.13	x	1.2000	=	173.63		
			Demolition	13.00	x	5.03	x	1.2000	=	78.47		
			per plans									
83	08 71 11 00 0655	EA	190 Degree Angle Of View, Bright Brass Finish, Brass One-Way Wide Angle Door Viewer (Ives U698)									$138.60
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	57.75	x	1.2000	=	138.60		
			for new front door per plans									
84	08 71 11 00 2289	EA	Passage/Closet F01 Mortise LatchsetBoth sides always unlocked.									$1,019.63
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	799.43	x	1.2000	=	959.32		
			Demolition	2.00	x	25.13	x	1.2000	=	60.31		
			removal of existing and installation of new									

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Section - 08

85	08 71 11 00 2290		EA	Bath/Bedroom Privacy F02/F19 Mortise LocksetLocked with thumb knob inside.									$5,939.35
					Quantity		Unit Price		Factor		Total		
				Installation	5.00	x	954.71	x	1.2000	=	5,728.26		
				Demolition	7.00	x	25.13	x	1.2000	=	211.09		
				removal of existing and installation of new									
86	08 71 11 00 2294		EA	Entrance F08 Mortise LocksetLocked with key outside and thumb knob inside.									$4,028.14
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	1,110.55	x	1.2000	=	3,997.98		
				Demolition	1.00	x	25.13	x	1.2000	=	30.16		
				for new front doors and one rear door per plans									
87	08 72 33 00 0155		LF	3/8" x 3/16", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko PK33)									$445.68
					Quantity		Unit Price		Factor		Total		
				Installation	60.00	x	3.68	x	1.2000	=	264.96		
				Demolition	60.00	x	2.51	x	1.2000	=	180.72		
				for new front doors and one rear door per plans									
88	08 72 43 00 0011		LF	6" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 272A)									$442.69
					Quantity		Unit Price		Factor		Total		
				Installation	9.00	x	40.99	x	1.2000	=	442.69		
				for new front doors and one rear door per plans									
89	08 72 43 00 0011	0458		For Color Anodized Finish, Add									$19.98
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	5.55	x	1.2000	=	19.98		

Subtotal for Section - 08 **$36,198.70**

Section - 09

90	09 05 71 00 0002		SF	5 Mil Tile And Stone Acoustical Underlayment (EasyMat)									$8,787.66
					Quantity		Unit Price		Factor		Total		
				Installation	1,715.00	x	4.27	x	1.2000	=	8,787.66		
				acoustical mat underlayment per plans									
91	09 05 71 00 0005		SF	2 MM Thick Resilient Plank Floor Acoustical Underlayment (Floormuffler)									$2,881.20
					Quantity		Unit Price		Factor		Total		
				Installation	1,715.00	x	1.40	x	1.2000	=	2,881.20		
				closest LI to gypsum sanded floor underlayment per plans									
92	09 22 13 23 0008		SF	25 Gauge, 16" On Center, Installed On Walls, Double-Leg Resilient Channel, RC2 Furring Channel									$4,062.18
					Quantity		Unit Price		Factor		Total		
				Installation	857.00	x	3.95	x	1.2000	=	4,062.18		
				Resilient channel per plans									
93	09 22 13 23 0010		SF	25 Gauge, 16" On Center, Installed On Ceilings, Double-Leg Resilient Channel, RC2 Furring Channel									$9,549.12
					Quantity		Unit Price		Factor		Total		
				Installation	1,715.00	x	4.64	x	1.2000	=	9,549.12		
				Resilient channel per plans									
94	09 22 36 23 0005		SF	3.4 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath									$1,461.60
					Quantity		Unit Price		Factor		Total		
				Installation	350.00	x	2.86	x	1.2000	=	1,201.20		
				Demolition	350.00	x	0.62	x	1.2000	=	260.40		
				For stucco patch back									

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Section - 09

95	09 22 36 23 0005	0020		For >100 To 500, Add									$147.00
			Installation	Quantity 350.00	x	Unit Price 0.35	x	Factor 1.2000	=	Total 147.00			
96	09 24 23 00 0002		SF	Scratch/Brown/Finish, Three Coat Troweled StuccoExcludes lath and felt. Interior or exterior, one side.									$4,956.00
			Installation	Quantity 350.00	x	Unit Price 8.94	x	Factor 1.2000	=	Total 3,754.80			
			Demolition	350.00	x	2.86	x	1.2000	=	1,201.20			
			For Stucco patch back										
97	09 24 23 00 0002	0024		For Walls >10' High, Add									$112.32
			Installation	Quantity 120.00	x	Unit Price 0.78	x	Factor 1.2000	=	Total 112.32			
98	09 24 23 00 0002	0031	SF	For Color Added To Finish Coat, Add									$21.60
			Installation	Quantity 120.00	x	Unit Price 0.15	x	Factor 1.2000	=	Total 21.60			
99	09 24 23 00 0002	0037		For >100 To 500, Add									$282.24
			Installation	Quantity 120.00	x	Unit Price 1.96	x	Factor 1.2000	=	Total 282.24			
100	09 29 10 00 0006		SF	5/8" Gypsum Board									$18,768.96
			Installation	Quantity 6,860.00	x	Unit Price 1.69	x	Factor 1.2000	=	Total 13,912.08			
			Demolition	6,860.00	x	0.59	x	1.2000	=	4,856.88			
			for walls and ceilings per plans. First floor ceiling requires 2 layers per plans										
101	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$5,597.76
			Installation	Quantity 6,860.00	x	Unit Price 0.68	x	Factor 1.2000	=	Total 5,597.76			
			for walls										
102	09 29 10 00 0038	0048		For ASTM C840 Level 5 High Quality Finish, Add									$4,116.00
			Installation	Quantity 6,860.00	x	Unit Price 0.50	x	Factor 1.2000	=	Total 4,116.00			
103	09 29 10 00 0041		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board									$1,811.04
			Installation	Quantity 1,715.00	x	Unit Price 0.88	x	Factor 1.2000	=	Total 1,811.04			
			for ceilings										
104	09 29 10 00 0041	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,337.70
			Installation	Quantity 1,715.00	x	Unit Price 0.65	x	Factor 1.2000	=	Total 1,337.70			
105	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board									$2,502.05
			Installation	Quantity 1,556.00	x	Unit Price 1.34	x	Factor 1.2000	=	Total 2,502.05			
			vertical corners @ 8' throughout both floors and windows										
106	09 29 10 00 0044	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,829.86
			Installation	Quantity 1,556.00	x	Unit Price 0.98	x	Factor 1.2000	=	Total 1,829.86			
107	09 29 10 00 0047		LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board									$2,232.00
			Installation	Quantity 1,200.00	x	Unit Price 1.55	x	Factor 1.2000	=	Total 2,232.00			
			walls and windows										

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Work Order Title: OHA - 1070 Unit Remodel

Section - 09

108	09 29 10 00 0047	0048		For ASTM C840 Level 5 High Quality Finish, Add								$1,641.60
			Installation	Quantity 1,200.00	x	Unit Price 1.14	x	Factor 1.2000	=	Total 1,641.60		
109	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board								$10,262.74
			Installation	Quantity 2,356.00	x	Unit Price 3.63	x	Factor 1.2000	=	Total 10,262.74		
			for walls and windows									
110	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)								$23,687.58
			Installation	Quantity 1,715.00	x	Unit Price 11.51	x	Factor 1.2000	=	Total 23,687.58		
			new flooring throughout per plans									
111	09 91 13 00 0095		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Stucco Walls								$1,444.80
			Installation	Quantity 1,400.00	x	Unit Price 0.86	x	Factor 1.2000	=	Total 1,444.80		
			paint front and side of building for affected areas corner to corner									
112	09 91 13 00 0097		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Stucco Walls								$3,057.60
			Installation	Quantity 1,400.00	x	Unit Price 1.82	x	Factor 1.2000	=	Total 3,057.60		
			paint front and side of building for affected areas corner to corner									
113	09 91 23 00 0067		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls								$5,270.40
			Installation	Quantity 7,200.00	x	Unit Price 0.61	x	Factor 1.2000	=	Total 5,270.40		
			for walls									
114	09 91 23 00 0069		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls								$10,540.80
			Installation	Quantity 7,200.00	x	Unit Price 1.22	x	Factor 1.2000	=	Total 10,540.80		
			for walls									
115	09 91 23 00 0161		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$1,461.18
			Installation	Quantity 1,715.00	x	Unit Price 0.71	x	Factor 1.2000	=	Total 1,461.18		
			for ceilings									
116	09 91 23 00 0163		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$2,675.40
			Installation	Quantity 1,715.00	x	Unit Price 1.30	x	Factor 1.2000	=	Total 2,675.40		
			for ceilings									
117	09 91 23 00 0252		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Door Frame And Trim								$0.00
			Installation	Quantity 0.00	x	Unit Price 0.93	x	Factor 1.2000	=	Total 0.00		
			15 total doors. 40 LF of trim per door									
118	09 91 23 00 0254		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Door Frame And Trime								$0.00
			Installation	Quantity 0.00	x	Unit Price 2.02	x	Factor 1.2000	=	Total 0.00		
			15 total doors. 40 LF of trim per door									
119	09 91 23 00 0275		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
			Installation	Quantity 0.00	x	Unit Price 76.57	x	Factor 1.2000	=	Total 0.00		
			8 doors on first floor 7 doors on second floor									

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Work Order Title: OHA - 1070 Unit Remodel

Section - 09

120	09 91 23 00 0277	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
				Quantity		Unit Price		Factor		Total	
			Installation	0.00	x	138.02	x	1.2000	=	0.00	
			8 doors on first floor 7 doors on second floor								
121	09 91 23 00 0307	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$192.00
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	1.25	x	1.2000	=	192.00	
			8 windows with 128 LF of trim								
122	09 91 23 00 0309	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$416.26
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	2.71	x	1.2000	=	416.26	
			8 windows with 128 LF of trim								
123	09 91 23 00 0350	LF	1 Coat Primer, Brush Work, Paint Interior Wood Trim To 6" Wide								$576.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	0.64	x	1.2000	=	576.00	
			750 LF of baseboards								
124	09 91 23 00 0352	LF	2 Coats Paint, Brush Work, Paint Interior Wood Trim To 6" Wide								$1,305.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	1.45	x	1.2000	=	1,305.00	
			750 LF of baseboards								

Subtotal for Section - 09 **$132,987.65**

Section - 10

125	10 14 53 11 0078	EA	18" x 24" Reflective Polyethylene Traffic Sign								$165.61
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	138.01	x	1.2000	=	165.61	
			ADA parking sign								
126	10 14 53 11 0198	EA	Single Bracket And Post Cap For Street Sign								$29.02
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	24.18	x	1.2000	=	29.02	
			ADA parking sign								
127	10 14 53 11 0213	EA	8' Galvanized Steel U-Channel Sign Post								$165.00
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	137.50	x	1.2000	=	165.00	
			ADA parking sign								
128	10 14 53 11 0278	EA	2-3/8" Diameter, Galvanized, Flat Traffic Sign Post Cap (EC-2)								$26.24
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	21.87	x	1.2000	=	26.24	
			ADA parking sign								
129	10 28 13 13 0045	EA	Single Roll, Surface Mounted, Stainless Steel, Satin Finish, Toilet Tissue Dispenser (Bobrick B-6857)								$308.30
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	105.85	x	1.2000	=	254.04	
			Demolition	2.00	x	22.61	x	1.2000	=	54.26	
			per plans								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 10

130	10 28 13 13 0170		EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)									$401.44
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	111.51	x	1.2000	=	401.44		
				per plans									
131	10 28 13 13 0170	0148		For Peened Grip, Add									$24.73
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	6.87	x	1.2000	=	24.73		
132	10 28 13 13 0171		EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)									$136.87
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	114.06	x	1.2000	=	136.87		
				per plans									
133	10 28 13 13 0171	0148		For Peened Grip, Add									$8.52
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	7.10	x	1.2000	=	8.52		
134	10 28 13 13 0217		EA	Telescoping 60" To 72" Length, 20-Gauge, 1" Diameter, Stainless Steel Curved Shower Rod With Concealed Mounting (Kohler Expanse K-9349)									$389.23
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	139.57	x	1.2000	=	334.97		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
135	10 28 13 13 0322		EA	24" Length, 3/4" Diameter, Stainless Steel Towel Bar (Bobrick B-674)									$333.74
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.45	x	1.2000	=	279.48		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
136	10 28 13 13 0390		EA	20" x 26", Surface Mounted, Aluminum Medicine Cabinet (Kohler K-CB)									$1,707.62
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	661.27	x	1.2000	=	1,587.05		
				Demolition	2.00	x	50.24	x	1.2000	=	120.58		
				per plans									

Subtotal for Section - 10 **$3,696.32**

Section - 11

137	11 30 13 13 0015		EA	30" Venting Range Hood (Broan 40000)									$717.65
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.45	x	1.2000	=	637.08		
				Demolition	1.00	x	67.14	x	1.2000	=	80.57		
				removal of existing and installation of 2 new									

Subtotal for Section - 11 **$717.65**

Section - 12

138	12 36 61 19 0005		SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash									$12,198.00
					Quantity		Unit Price		Factor		Total		
				Installation	65.00	x	142.53	x	1.2000	=	11,117.34		
				Demolition	35.00	x	25.73	x	1.2000	=	1,080.66		
				kitchen countertops									

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 12

139	12 36 61 19 0006	LF	Quartz Agglomerate Countertop End Splash For Quartz Agglomerate Countertops										$101.54
				Quantity		Unit Price		Factor		Total			
			Installation	4.00	x	19.02	x	1.2000	=	91.30			
			Demolition	2.00	x	4.27	x	1.2000	=	10.25			
			for end where fridges meet										
140	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop										$361.73
				Quantity		Unit Price		Factor		Total			
			Installation	2.00	x	150.72	x	1.2000	=	361.73			
			2 kitchen sinks										

Subtotal for Section - 12 **$12,661.27**

Section - 22

141	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair										$335.04
				Quantity		Unit Price		Factor		Total			
			Installation	10.00	x	27.92	x	1.2000	=	335.04			
			replace supply lines in kitchens and bathrooms										
142	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line										$289.97
				Quantity		Unit Price		Factor		Total			
			Installation	4.00	x	60.41	x	1.2000	=	289.97			
			new drain lines										
143	22 11 16 00 0003	LF	3/4" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting AssemblyIncludes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.										$13,959.60
				Quantity		Unit Price		Factor		Total			
			Installation	500.00	x	21.55	x	1.2000	=	12,930.00			
			Demolition	200.00	x	4.29	x	1.2000	=	1,029.60			
			gas line piping										
144	22 11 16 00 0003	0304	For Work In Restricted Working Space, Add										$1,010.40
				Quantity		Unit Price		Factor		Total			
			Installation	200.00	x	4.21	x	1.2000	=	1,010.40			
145	22 11 16 00 0901	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.										$32,443.80
				Quantity		Unit Price		Factor		Total			
			Installation	950.00	x	25.99	x	1.2000	=	29,628.60			
			Demolition	600.00	x	3.91	x	1.2000	=	2,815.20			
			water line copper piping										
146	22 11 16 00 0901	0315	For Work In Restricted Working Space, Add										$1,384.80
				Quantity		Unit Price		Factor		Total			
			Installation	200.00	x	5.77	x	1.2000	=	1,384.80			
147	22 12 23 13 0002	EA	80 Gallon ASME Rated Tank, 150PSI, Jacketed, Insulated, Glass Lined Water Heater Storage Tank (TJ-80A)										$479.41
				Quantity		Unit Price		Factor		Total			
			Installation	0.00	x	2,554.73	x	1.2000	=	0.00			
			Demolition	1.00	x	399.51	x	1.2000	=	479.41			
			removal of existing water heater										

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 22

148	22 13 16 00 0518		LF	4" Aboveground 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.									$48,884.70
					Quantity		Unit Price		Factor		Total		
				Installation	750.00	x	51.46	x	1.2000	=	46,314.00		
				Demolition	275.00	x	7.79	x	1.2000	=	2,570.70		
				new Sewer and vent piping									
149	22 13 16 00 0518	0304		For Work In Restricted Working Space, Add									$2,175.00
					Quantity		Unit Price		Factor		Total		
				Installation	250.00	x	7.25	x	1.2000	=	2,175.00		
150	22 34 13 00 0011		EA	7.4 GPM, Outdoor Mount, Instantaneous, Tankless, Gas Domestic Water Heater (Rheem RTG-74XN)									$10,037.42
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	4,182.26	x	1.2000	=	10,037.42		
				installation of 2 new water heaters									
151	22 41 16 16 0003		EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)									$1,768.56
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	683.46	x	1.2000	=	1,640.30		
				Demolition	1.00	x	106.88	x	1.2000	=	128.26		
				removal of existing and installation of new.									
152	22 41 39 00 0006		EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)									$565.87
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	210.81	x	1.2000	=	505.94		
				Demolition	1.00	x	49.94	x	1.2000	=	59.93		
				removal of existing and installation of new.									
153	22 42 13 13 0026		EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Back Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Yorkville™ ADA)									$2,811.37
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	1,119.47	x	1.2000	=	2,686.73		
				Demolition	1.00	x	103.87	x	1.2000	=	124.64		
				remove existing and install new ADA toilet									
154	22 42 16 13 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)									$1,701.89
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	675.66	x	1.2000	=	1,621.58		
				Demolition	1.00	x	66.92	x	1.2000	=	80.30		
				remove existing and install new ADA sink, faucet, and drain cover.									
155	22 42 19 00 0027		EA	3 Piece Tub/Shower Surrounds, 32" x 72" Side Walls, 48" x 72" Back, (Swanstone SK-324872)									$8,454.49
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,363.24	x	1.2000	=	8,071.78		
				Demolition	1.00	x	318.93	x	1.2000	=	382.72		
				new tub/shower for bathrooms									
156	22 42 39 00 0042		EA	Single Supply EcoPower® Faucet, Polished Chrome Finish (Toto TEL3LS10#CP)									$1,885.78
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	785.74	x	1.2000	=	1,885.78		
				ADA sink, faucet, and drain cover.									

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 22

157	22 42 39 00 0064		EA	Three Lever Handle, Chrome Shower And Tub Filler (American Standard Colony Soft 3375.502)									$741.02
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.41	x	1.2000	=	636.98		
				Demolition	2.00	x	43.35	x	1.2000	=	104.04		
				per plans									
158	22 42 39 00 0064	0147	EA	For Faucet With Metal Cross Handles, Add									$109.80
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	45.75	x	1.2000	=	109.80		
159	22 42 39 00 0211		EA	Lavatory Protective Enclosure (IPS Truebro Lav Shield)									$390.86
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	162.86	x	1.2000	=	390.86		
				drain cover for ADA kitchen and bathroom sink									
160	22 42 39 00 0218		EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)									$680.78
					Quantity		Unit Price		Factor		Total		
				Installation	10.00	x	48.34	x	1.2000	=	580.08		
				Demolition	8.00	x	10.49	x	1.2000	=	100.70		
				new angle stops installed in bathrooms and kitchens									

Subtotal for Section - 22 **$130,110.56**

Section - 23

161	23 09 23 53 0284		EA	Scheduling Program, HVAC (AHU, RTU, AC Units, Etcetera) Programming Measures									$8,755.06
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,647.94	x	1.2000	=	8,755.06		
				required setup, balancing, and charging for new system									
162	23 31 13 16 0063		EA	4" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Connector									$3,117.60
					Quantity		Unit Price		Factor		Total		
				Installation	150.00	x	17.32	x	1.2000	=	3,117.60		
				exhaust ducting per plans									
163	23 33 13 13 0006		EA	12" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$696.79
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	142.13	x	1.2000	=	682.22		
				Demolition	1.00	x	12.14	x	1.2000	=	14.57		
				HVAC per plans									
164	23 33 46 00 0008		LF	12" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket									$12,610.20
					Quantity		Unit Price		Factor		Total		
				Installation	450.00	x	21.28	x	1.2000	=	11,491.20		
				Demolition	250.00	x	3.73	x	1.2000	=	1,119.00		
				HVAC per plans - exhaust ducting									
165	23 33 46 00 0020		EA	12" Diameter Flexible Duct Collar, Spin In Type, Sheet Metal, With Damper									$739.63
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	98.06	x	1.2000	=	706.03		
				Demolition	2.00	x	14.00	x	1.2000	=	33.60		
				HVAC per plans									

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 23

166	23 34 16 00 0272	EA	109 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L100MG)									$2,212.13
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	451.74	x	1.2000	=	2,168.35		
			Demolition	1.00	x	36.48	x	1.2000	=	43.78		
			Laundry room and bathroom exhaust fan per plans									
167	23 54 16 13 0007	EA	120 MBH, 2,000 CFM Up/Horizontal Flow Multi-Speed, Two Stage 96% AFUE Gas FurnaceBlower cooling capacity up to 5 tons.									$15,925.85
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	2,628.44	x	1.2000	=	15,770.64		
			Demolition	1.00	x	129.34	x	1.2000	=	155.21		
			per plans. wall mounted furnaces									

Subtotal for Section - 23 **$44,057.26**

Section - 26

168	26 01 20 91 0002	EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).									$590.94
				Quantity		Unit Price		Factor		Total		
			Installation	15.00	x	32.83	x	1.2000	=	590.94		
			LOTO of existing circuits									
169	26 05 19 16 0402	MLF	#12 AWG, 3 Conductors, 600 Volt, Type NM, Copper, Non-Metallic Sheathed Cable									$24,763.20
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	4,127.20	x	1.2000	=	24,763.20		
			for new electrical runs per plans									
170	26 05 19 16 0402 0377		For Installation In Wood Stud Wall (Includes Drilling), Add									$1,795.14
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	299.19	x	1.2000	=	1,795.14		
171	26 09 23 00 0144	EA	Wall Switch Replacement Occupancy Sensor, Single GangIncludes integral occupancy sensor and relay.									$1,483.80
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	123.65	x	1.2000	=	1,483.80		
			per plans									
172	26 09 23 00 0270	EA	Passive Infrared, Wall Switch Mounted, Wired Occupancy Sensor (Encelium PW-100-24)Excludes GB II cable.									$725.28
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	302.20	x	1.2000	=	725.28		
			for bathrooms									
173	26 24 13 00 0213	EA	800 Amperes, 480 Volt, 4 Wire, Switchboard Incoming No Switch Circuit									$6,313.51
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	4,436.97	x	1.2000	=	5,324.36		
			Demolition	1.00	x	824.29	x	1.2000	=	989.15		
			for new main panel to new units subpanels									
174	26 24 16 00 0470	EA	200 Ampere Rating, Main Breaker, Indoor, 42 Circuit, 4 Wire, 120/208 Volt, Assembled Panelboard With 20 Ampere, 1 Pole Plug-In Breakers									$8,743.93
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	3,188.30	x	1.2000	=	7,651.92		
			Demolition	1.00	x	910.01	x	1.2000	=	1,092.01		
			1 new sub panel for each unit									

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 26

175	26 27 13 00 0125		EA	Single Phase M-90 Meter, Socket, NEMA 3R Enclosure									$8,033.33
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	1,070.24	x	1.2000	=	7,705.73		
				Demolition	5.00	x	54.60	x	1.2000	=	327.60		
				installation of new meters for building									
176	26 27 26 00 0009		EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly									$5,103.00
					Quantity		Unit Price		Factor		Total		
				Installation	35.00	x	101.74	x	1.2000	=	4,273.08		
				Demolition	20.00	x	34.58	x	1.2000	=	829.92		
				All new GFI outlets throughout per clients request									
177	26 27 26 00 0125		EA	20 Amperes, 125 Volt Single Specification Grade Tamper Resistant ReceptaclePass & Seymour TR5351.									$2,554.46
					Quantity		Unit Price		Factor		Total		
				Installation	44.00	x	39.28	x	1.2000	=	2,073.98		
				Demolition	44.00	x	9.10	x	1.2000	=	480.48		
				all new outlets throughout per clients request									
178	26 27 26 00 0138		EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly									$3,774.00
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	91.22	x	1.2000	=	2,736.60		
				Demolition	25.00	x	34.58	x	1.2000	=	1,037.40		
				25 switches total in both units									
179	26 51 19 00 0269		EA	2' x 2', 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia 2RTX2)									$7,035.98
					Quantity		Unit Price		Factor		Total		
				Installation	24.00	x	212.03	x	1.2000	=	6,106.46		
				Demolition	20.00	x	38.73	x	1.2000	=	929.52		
				new LED lights throughout									
180	26 51 19 00 0477		EA	2-1/2" Diameter x 15-1/2" High, Polished Nickel, LED Wall Sconce (Hudson Valley Lighting SHAW 1200-PN)									$1,281.65
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	497.62	x	1.2000	=	1,194.29		
				Demolition	2.00	x	36.40	x	1.2000	=	87.36		
				2 new wall sconces per plans in bathrooms									

Subtotal for Section - 26 **$72,198.22**

Section - 31

181	31 05 16 00 0002		CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)									$1,650.60
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	55.02	x	1.2000	=	1,650.60		
				4" deep, 200 LF, 2' wide base for backfill for trenching. 20 CY for footings, and slabs									
182	31 05 16 00 0002	0053		For Up To 8, Add									$66.00
					Quantity		Unit Price		Factor		Total		
				Installation	5.00	x	11.00	x	1.2000	=	66.00		
183	31 11 00 00 0010		ACR	Clearing By Machine - Light Brush Without Grub									$202.36
					Quantity		Unit Price		Factor		Total		
				Installation	0.50	x	337.26	x	1.2000	=	202.36		
				clear out weeds in back yard									
184	31 11 00 00 0019		CY	Hand Loading Of Cleared And Grubbed Material									$976.32
					Quantity		Unit Price		Factor		Total		
				Installation	20.00	x	40.68	x	1.2000	=	976.32		
				clear out weeds in back yard									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 31

185	31 23 16 13 0007		CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.									$4,027.50
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	134.25	x	1.2000	=	4,027.50		
				20" deep, 200 LF, 2' wide									
186	31 23 16 13 0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand									$1,118.70
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	37.29	x	1.2000	=	1,118.70		
				20" deep, 200 LF, 2' wide									
187	31 23 16 13 0014		CY	Compaction of Fill or Subbase for Trenches by Hand									$1,262.10
					Quantity		Unit Price		Factor		Total		
				Installation	25.00	x	42.07	x	1.2000	=	1,262.10		
				20" deep, 200 LF, 2' wide									
188	31 23 16 36 0009		CY	Excavation For Building Foundations And Other Structures By Hand in Soil									$7,249.50
					Quantity		Unit Price		Factor		Total		
				Installation	45.00	x	134.25	x	1.2000	=	7,249.50		
				for footings									
189	31 23 16 36 0019		CY	Backfilling Around Building Foundations And Other Structures By Hand									$1,534.32
					Quantity		Unit Price		Factor		Total		
				Installation	20.00	x	63.93	x	1.2000	=	1,534.32		
				for footings									
190	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand									$2,271.24
					Quantity		Unit Price		Factor		Total		
				Installation	45.00	x	42.06	x	1.2000	=	2,271.24		
				for footings									

Subtotal for Section - 31 **$20,358.64**

Section - 32

191	32 16 13 13 0016		LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Straight									$225.96
					Quantity		Unit Price		Factor		Total		
				Installation	5.00	x	25.83	x	1.2000	=	154.98		
				Demolition	5.00	x	11.83	x	1.2000	=	70.98		
				for parking lot ADA modifications									
192	32 16 13 13 0016	0077	MOD	For Up To 20, Add									$105.42
					Quantity		Unit Price		Factor		Total		
				Installation	5.00	x	17.57	x	1.2000	=	105.42		
193	32 16 23 00 0002		SF	4" Cast In Place Concrete Sidewalk									$212.16
					Quantity		Unit Price		Factor		Total		
				Installation	20.00	x	8.84	x	1.2000	=	212.16		
				for parking lot ADA modifications									
194	32 16 23 00 0002	0094		For Up To 100, Add									$92.16
					Quantity		Unit Price		Factor		Total		
				Installation	20.00	x	3.84	x	1.2000	=	92.16		
195	32 16 23 00 0008		EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.									$167.12
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	139.27	x	1.2000	=	167.12		
				for parking lot ADA modifications									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124238.00
Work Order Title: OHA - 1070 Unit Remodel

Section - 32

196	32 17 23 13 0074	SF	Solid Area, Painted Pavement Marking For Parking AreasUse task for lines >12" wide, stop bars, transverse lines, diagonal lines, crossing lanes, etc.									$102.48
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	4.27	x	1.2000	=	102.48		
			for parking lot ADA modifications									
197	32 17 23 13 0088	EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.									$52.66
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	43.88	x	1.2000	=	52.66		
			for parking lot ADA modifications									
198	32 17 26 00 0003	SF	Embedded, VPC Truncated Dome Detectable Warning SurfaceAlso raised strips or directional bars. All colors.									$650.04
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	54.17	x	1.2000	=	650.04		
			new truncated domes per									
199	32 31 13 13 0010	VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil									$80.75
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	22.43	x	1.2000	=	80.75		
			ADA parking sign									
200	32 31 13 13 0027	VLF	12" Diameter, Concrete Fill For Post Hole									$89.28
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	24.80	x	1.2000	=	89.28		
			ADA parking sign									

Subtotal for Section - 32 **$1,778.03**

Proposal Total **$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124238.00
Owner PO #:	
Title:	OHA - 1070 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Name of Contractor	Duties	Amount	%
Refined Construction		$520,000.00	86.02

EXHIBIT A

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R7-GB-101723-MDJ

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

Work Order Number.:	124239.00	Work Order Date:	01/09/2024
Work Order Title:	OHA - 1100 Unit Remodel		
Owner Name:	Oxnard Housing Authority	Contractor Name:	MDJ Management
Contact:	Fredi Contreras	Contact:	Matt McMillon
Phone:	805-890-8319	Phone:	310-490-1521

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-R7-GB-101723-MDJ.

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: $604,505.00

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority Date

MDJ Management Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Fredi Contreras
Oxnard Housing Authority
300 N. Marquita Street
Oxnard, CA 93030
805-890-8319

Date Printed: January 09, 2024

Work Order Number: 124239.00

Work Order Title: OHA - 1100 Unit Remodel

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.

See attached.

Subject to the terms and conditions of ezIQC Contract **CA-R7-GB-101723-MDJ**.

MDJ Management _____ Date _____

Oxnard Housing Authority _____ Date _____

MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: 1100 Colonia Conversion
Location: 1100-B E. Colonia Rd. Oxnard, CA
93030 Customer: Oxnard Housing Authority

Submission Date: 1/4/24

Detailed Scope of Work

Demolition

- Demolition of existing apartment per plans

Installation/Buildout

- Saw cutting of slab and demolition of concrete for new plumbing
- Excavation for new plumbing and new concrete footings for addition
- All framing throughout including new walls and soffits
- New rough and finish plumbing throughout
- New electrical rough including new panel per plan
- Concrete work:
    - Excavate under slab for rough plumbing and electrical needs
    - Pour new footings per structural plans
    - Pour back all open trenches inside the unit
    - Outside sidewalk as required
- New windows and doors throughout
- New Insulation
- HVAC per plans
    - Exhaust fan ducting
    - Remove existing wall heater and installation of new wall heaters per plans
- Drywall throughout
    - Patch were needed due to demolition and rough MEP requirements
    - New drywall per plans
    - Double stacked first floor ceiling with resilient channels per plans
- Lath, stucco, and color coat to match existing for stucco patching
- Interior paint
- New Flooring and MDF base
    - New underlayment and self leveling
- New kitchens, countertops, fixtures, sinks and appliances

- New bathroom fixtures per plan
- Site work:
    - New sidewalks
    - Handicap ramp with truncated domes
    - Handicap striping
    - New signage at Handicap stall

<u>Installation/Buildout added by Client NOT included on plans</u>

- Remove and replace all outlets and switches throughout, even on all existing walls
- Install MDF baseboards
    - Instead of called out vinyl base
- Remove and replace all interior doors. Complete list of doors from plans as well as clients request
- Clean up existing back yard, the weeds are 5 feet high
    - Includes weed weed whacking and removal of all dead weeds
- All new LED lighting throughout

Notes:

- All work to be performed per plans provided to MDJ
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**<u>Normal Working Hours - Davis Bacon Wages</u>**), materials, equipment to complete this scope of work.
- Construction Exclusions:
    - New Washer and Dryer not included in contract
    - New stove, range, dishwasher, and fridge not included in contract

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
    - One year warranty against workmanship
    - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing, inspection, survey, and engineering unless specified above
- We exclude utilities and hazardous or contaminated material.
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost.
- We exclude premium time.
- We exclude anything not specifically mentioned above.
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation.
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal.** Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:

Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124239.00
Owner PO #:	
Title:	OHA - 1100 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Section - 01	**$50,228.90**
Section - 02	**$2,817.60**
Section - 03	**$24,059.94**
Section - 06	**$46,235.58**
Section - 07	**$26,398.68**
Section - 08	**$36,198.70**
Section - 09	**$132,987.65**
Section - 10	**$3,696.32**
Section - 11	**$717.65**
Section - 12	**$12,661.27**
Section - 22	**$130,110.56**
Section - 23	**$44,057.26**
Section - 26	**$72,198.22**
Section - 31	**$20,358.64**
Section - 32	**$1,778.03**
Proposal Total	**$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124239.00
Owner PO #:	
Title:	OHA - 1100 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

	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, invoice, or proof of payment shall be submitted with the Price Proposal.	$13,011.90
				Installation	Quantity 11,829.00 x Unit Price 1.00 x Factor 1.1000 = Total 13,011.90	
					Bond = $591,493 x 2%	
2	01 22 20 00 0006			HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$7,623.17
				Installation	Quantity 64.00 x Unit Price 99.26 x Factor 1.2000 = Total 7,623.17	
					2 guys for 4 days for reconfiguring framing around doors and windows to meet new sizing and ADA requirements.	
3	01 22 20 00 0010			HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$866.21
				Installation	Quantity 8.00 x Unit Price 90.23 x Factor 1.2000 = Total 866.21	
					1 guy one day for investigation and into existing and create plan for new connections	
4	01 22 20 00 0037			HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,027.78
				Installation	Quantity 8.00 x Unit Price 107.06 x Factor 1.2000 = Total 1,027.78	
					1 guy one day for investigation and into existing and create plan for new connections	
5	01 66 19 00 0060			EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	$10,586.88
				Installation	Quantity 960.00 x Unit Price 9.19 x Factor 1.2000 = Total 10,586.88	
					4 guys, averaging 4 trips a day for 3 months for demolition hauling and delivery of purchased materials.	
6	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.	$12,743.71
				Installation	Quantity 12.00 x Unit Price 884.98 x Factor 1.2000 = Total 12,743.71	
					10 dumpsters for demolition debris: cabinets, drywall from entire house, shower, toilet, stucco, insulation, ... 2 dumpsters for construction debris: drywall cuts, lumber cuts, basic trash	
7	01 74 19 00 0019			EA	15 CY Low-Boy Dumpster Mixed RecyclableFor mixed dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.	$4,369.25
				Installation	Quantity 4.00 x Unit Price 910.26 x Factor 1.2000 = Total 4,369.25	
					for removal of excavated soil for footings, slab, trenching	

Subtotal for Section - 01 **$50,228.90**

Section - 02

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 02

8	02 41 19 13 0063	LF	Rod Reinforced Concrete Slab Up To 4" Depth, Saw Cut								$2,817.60
				Quantity		Unit Price		Factor		Total	
			Installation	400.00	x	5.87	x	1.2000	=	2,817.60	
			sawcut existing slab to trench for new electrical and plumbing runs as needed per plans								

Subtotal for Section - 02 **$2,817.60**

Section - 03

9	03 21 11 00 0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment								$6,655.50
				Quantity		Unit Price		Factor		Total	
			Installation	225.00	x	24.65	x	1.2000	=	6,655.50	
			200 LF of trenching. Epoxy and Dowel every 2'. One on each side. For reinforcement and tying into existing slab adjacent. 25 dowels to attach from porch sidewalk to existing .								
10	03 21 13 00 0093	LF	#6, Grade 50, Slab On Grade, Galvanized Steel Reinforcement Bar								$2,496.00
				Quantity		Unit Price		Factor		Total	
			Installation	800.00	x	2.60	x	1.2000	=	2,496.00	
			200 LF of trenching and 600 LF for slab, porch, and footings. Installation of rebar every 2'.								
11	03 30 53 00 0009	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner. Includes local aggregate, sand, bagged cement (Type I) and water.								$4,370.40
				Quantity		Unit Price		Factor		Total	
			Installation	200.00	x	18.21	x	1.2000	=	4,370.40	
			patch back trenching in existing slab								
12	03 30 53 00 0009 0038		For High Early Strength, Type 3 ASTM C150, Add								$156.00
				Quantity		Unit Price		Factor		Total	
			Installation	200.00	x	0.65	x	1.2000	=	156.00	
13	03 30 53 00 0009 0039		For Lightweight Aggregate, ASTM C330, Add								$544.80
				Quantity		Unit Price		Factor		Total	
			Installation	200.00	x	2.27	x	1.2000	=	544.80	
14	03 54 16 00 0005	SF	1/2" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation								$9,837.24
				Quantity		Unit Price		Factor		Total	
			Installation	1,715.00	x	4.78	x	1.2000	=	9,837.24	
			self leveling of floors for prior to installation of new vinyl plank flooring								

Subtotal for Section - 03 **$24,059.94**

Section - 06

15	06 11 16 00 0061	SF	2" x 4" Wood Wall Framing At 16" On Center								$2,321.57
				Quantity		Unit Price		Factor		Total	
			Installation	720.00	x	1.66	x	1.2000	=	1,434.24	
			Demolition	936.00	x	0.79	x	1.2000	=	887.33	
			for new walls. Couple walls require double stacked								
16	06 16 33 00 0020	SF	3/4" CD Grade Plywood Floor DeckingApplied to floor or joists.								$6,338.64
				Quantity		Unit Price		Factor		Total	
			Installation	1,715.00	x	2.47	x	1.2000	=	5,083.26	
			Demolition	1,715.00	x	0.61	x	1.2000	=	1,255.38	
			for new floor decking per plans								
17	06 16 33 00 0020 0038		For Exterior Glue, Add								$185.22
				Quantity		Unit Price		Factor		Total	
			Installation	1,715.00	x	0.09	x	1.2000	=	185.22	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 06

18	06 16 33 00 0033		SF	5/8" Thick CDX Plywood Underlayment Grade									$255.48
					Quantity		Unit Price		Factor		Total		
				Installation	75.00	x	2.46	x	1.2000	=	221.40		
				Demolition	40.00	x	0.71	x	1.2000	=	34.08		
				for countetop									
19	06 41 13 00 0116		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,245.28
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	345.91	x	1.2000	=	1,245.28		
				removal of existing cabinets, installation of new per plans									
20	06 41 13 00 0116	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$420.37
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	116.77	x	1.2000	=	420.37		
21	06 41 13 00 0116	0130		For All Plywood Box Construction, Add									$438.19
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	121.72	x	1.2000	=	438.19		
22	06 41 13 00 0117		EA	15" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$882.84
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	367.85	x	1.2000	=	882.84		
				removal of existing cabinets, installation of new per plans									
23	06 41 13 00 0117	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$280.25
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.77	x	1.2000	=	280.25		
24	06 41 13 00 0117	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	121.72	x	1.2000	=	292.13		
25	06 41 13 00 0118		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,846.66
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	384.72	x	1.2000	=	1,846.66		
				removal of existing cabinets, installation of new per plans									
26	06 41 13 00 0118	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	116.77	x	1.2000	=	560.50		
27	06 41 13 00 0118	0130		For All Plywood Box Construction, Add									$584.26
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	121.72	x	1.2000	=	584.26		
28	06 41 13 00 0119		EA	21" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$486.41
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	405.34	x	1.2000	=	486.41		
				removal of existing cabinets, installation of new per plans									
29	06 41 13 00 0119	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	116.77	x	1.2000	=	140.12		

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 06

30	06 41 13 00 0119	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
31	06 41 13 00 0121		EA	27" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$579.37
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	482.81	x	1.2000	=	579.37		
				removal of existing cabinets, installation of new per plans									
32	06 41 13 00 0121	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	116.77	x	1.2000	=	140.12		
33	06 41 13 00 0121	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
34	06 41 13 00 0124		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,433.42
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	567.10	x	1.2000	=	1,361.04		
			Demolition		1.00	x	60.32	x	1.2000	=	72.38		
				removal of existing cabinets, installation of new per plans									
35	06 41 13 00 0139		EA	12" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$541.33
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	431.01	x	1.2000	=	517.21		
			Demolition		1.00	x	20.10	x	1.2000	=	24.12		
				removal of existing cabinets, installation of new per plans									
36	06 41 13 00 0139	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	467.08	x	1.2000	=	560.50		
37	06 41 13 00 0139	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
38	06 41 13 00 0140		EA	15" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$559.45
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	441.08	x	1.2000	=	529.30		
			Demolition		1.00	x	25.13	x	1.2000	=	30.16		
				removal of existing cabinets, installation of new per plans									
39	06 41 13 00 0140	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$1,120.99
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	467.08	x	1.2000	=	1,120.99		
40	06 41 13 00 0140	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	121.72	x	1.2000	=	292.13		
41	06 41 13 00 0142		EA	21" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$1,264.40
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	509.24	x	1.2000	=	1,222.18		
			Demolition		1.00	x	35.19	x	1.2000	=	42.23		
				removal of existing cabinets, installation of new per plans									

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 06

42	06 41 13 00 0142	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add										$1,120.99
			Installation	Quantity 2.00	x	Unit Price 467.08	x	Factor 1.2000	=	Total 1,120.99				
43	06 41 13 00 0142	0130		For All Plywood Box Construction, Add										$292.13
			Installation	Quantity 2.00	x	Unit Price 121.72	x	Factor 1.2000	=	Total 292.13				
44	06 41 13 00 0170		EA	30" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$493.43
			Installation	Quantity 1.00	x	Unit Price 360.93	x	Factor 1.2000	=	Total 433.12				
			Demolition	1.00	x	50.26	x	1.2000	=	60.31				
			removal of existing cabinets, installation of new per plans											
45	06 41 13 00 0170	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
46	06 41 13 00 0171		EA	33" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$516.13
			Installation	Quantity 1.00	x	Unit Price 374.82	x	Factor 1.2000	=	Total 449.78				
			Demolition	1.00	x	55.29	x	1.2000	=	66.35				
			removal of existing cabinets, installation of new per plans											
47	06 41 13 00 0171	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
48	06 41 13 00 0172		EA	36" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$531.48
			Installation	Quantity 1.00	x	Unit Price 382.58	x	Factor 1.2000	=	Total 459.10				
			Demolition	1.00	x	60.32	x	1.2000	=	72.38				
			removal of existing cabinets, installation of new per plans											
49	06 41 13 00 0172	0131		For All Plywood Box Construction, Add										$78.37
			Installation	Quantity 1.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 78.37				
50	06 41 13 00 0174		EA	12" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$2,167.92
			Installation	Quantity 6.00	x	Unit Price 297.75	x	Factor 1.2000	=	Total 2,143.80				
			Demolition	1.00	x	20.10	x	1.2000	=	24.12				
			removal of existing cabinets, installation of new per plans											
51	06 41 13 00 0174	0131		For All Plywood Box Construction, Add										$470.23
			Installation	Quantity 6.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 470.23				
52	06 41 13 00 0175		EA	15" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$809.03
			Installation	Quantity 2.00	x	Unit Price 324.53	x	Factor 1.2000	=	Total 778.87				
			Demolition	1.00	x	25.13	x	1.2000	=	30.16				
			removal of existing cabinets, installation of new per plans											
53	06 41 13 00 0175	0131		For All Plywood Box Construction, Add										$156.74
			Installation	Quantity 2.00	x	Unit Price 65.31	x	Factor 1.2000	=	Total 156.74				

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 06

54	06 41 13 00 0176		EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$1,282.30
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	346.14	x	1.2000	=	1,246.10			
				Demolition	1.00	x	30.16	x	1.2000	=	36.19			
				removal of existing cabinets, installation of new per plans										
55	06 41 13 00 0176	0131		For All Plywood Box Construction, Add										$235.12
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	65.31	x	1.2000	=	235.12			
56	06 41 13 00 0178		EA	24" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$525.71
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	397.88	x	1.2000	=	477.46			
				Demolition	1.00	x	40.21	x	1.2000	=	48.25			
				removal of existing cabinets, installation of new per plans										
57	06 41 13 00 0178	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
58	06 41 13 00 0179		EA	27" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$578.09
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	436.48	x	1.2000	=	523.78			
				Demolition	1.00	x	45.26	x	1.2000	=	54.31			
				removal of existing cabinets, installation of new per plans										
59	06 41 13 00 0179	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
60	06 41 13 00 0180		EA	30" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$597.17
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	447.38	x	1.2000	=	536.86			
				Demolition	1.00	x	50.26	x	1.2000	=	60.31			
				removal of existing cabinets, installation of new per plans										
61	06 41 13 00 0180	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
62	06 41 13 00 0182		EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$674.99
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	502.17	x	1.2000	=	602.60			
				Demolition	1.00	x	60.32	x	1.2000	=	72.38			
				removal of existing cabinets, installation of new per plans										
63	06 41 13 00 0182	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
64	06 41 93 00 0007		EA	7" To 8-1/2", Flat Cabinet Pull Handle										$3,370.32
					Quantity		Unit Price		Factor		Total			
				Installation	65.00	x	39.00	x	1.2000	=	3,042.00			
				Demolition	32.00	x	8.55	x	1.2000	=	328.32			
				removal of existing cabinets, installation of new per plans										

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 06

65	06 46 19 00 0005		LF	4-1/2" High White Pine Base Molding, All Dimensions Are Nominal								$8,657.40
					Quantity		Unit Price		Factor		Total	
				Installation	750.00	x	8.21	x	1.2000	=	7,389.00	
				Demolition	700.00	x	1.51	x	1.2000	=	1,268.40	
				new base boards throughout								

Subtotal for Section - 06 **$46,235.58**

Section - 07

66	07 21 16 00 0006		SF	5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation								$17,600.88
					Quantity		Unit Price		Factor		Total	
				Installation	6,215.00	x	1.98	x	1.2000	=	14,766.84	
				Demolition	6,215.00	x	0.38	x	1.2000	=	2,834.04	
				removal of existing insulation and installation of new 4500 sqft of walls 1715 sqft of ceilings								
67	07 26 13 00 0004		CSF	Two Ply 60 Minute Asphalt Saturated Kraft Building Paper, Grade D (Fortifiber Two Ply Super Jumbo Tex 60 Minute)								$1,835.40
					Quantity		Unit Price		Factor		Total	
				Installation	35.00	x	43.70	x	1.2000	=	1,835.40	
				for stucco patchback								
68	07 62 13 00 0033		SF	22 Gauge, 0.034" Thick, Galvanized Steel Flashing								$4,485.60
					Quantity		Unit Price		Factor		Total	
				Installation	300.00	x	12.46	x	1.2000	=	4,485.60	
				flashing per plans for new windows								
69	07 62 13 00 0033	0080		For Wrap Around Window Panning, Add								$2,476.80
					Quantity		Unit Price		Factor		Total	
				Installation	300.00	x	6.88	x	1.2000	=	2,476.80	

Subtotal for Section - 07 **$26,398.68**

Section - 08

70	08 12 13 13 0008		EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame								$7,015.14
					Quantity		Unit Price		Factor		Total	
				Installation	9.00	x	571.36	x	1.2000	=	6,170.69	
				Demolition	7.00	x	100.53	x	1.2000	=	844.45	
				6 frames for interior doors and 3 for exterior doors								
71	08 13 13 13 0039		EA	3' x 6'-8" x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door								$2,890.61
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	782.84	x	1.2000	=	2,818.22	
				Demolition	1.00	x	60.32	x	1.2000	=	72.38	
				for new front doors and one rear door per plans								
72	08 13 13 13 0039	0098		For Embossed Panel Door, Add								$572.15
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	158.93	x	1.2000	=	572.15	
73	08 13 13 13 0039	0099		For Baked Enamel Finish, Add								$780.34
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	216.76	x	1.2000	=	780.34	
74	08 13 13 13 0039	0104	EA	For 3 Hour Fire Rated Door, Add								$473.40
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	131.50	x	1.2000	=	473.40	

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Section - 08

75	08 14 16 00 0134	EA	3'-0" x 6'-8" x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Birch Faced Wood Door									$2,524.34
				Quantity		Unit Price		Factor		Total		
			Installation	6.00	x	280.23	x	1.2000	=	2,017.66		
			Demolition	7.00	x	60.32	x	1.2000	=	506.69		
			5 bedroom/bathroom doors and 1 closet door									
76	08 14 73 00 0074	EA	5' Wide, Two 2'-6" x 6'-8" x 1-3/8" Thick, Flush, Hollow Core (HC), Birch Faced Wood Bi-Pass Doors									$1,872.97
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	463.33	x	1.2000	=	1,667.99		
			Demolition	2.00	x	85.41	x	1.2000	=	204.98		
			removal of 2 existing closet sliding doors, installation of 3 new closet sliding doors									
77	08 53 13 00 0121	EA	>60" To 73" UI, Single Hung Premium Vinyl Window (Pella 350)									$1,415.59
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	537.05	x	1.2000	=	1,288.92		
			Demolition	2.00	x	52.78	x	1.2000	=	126.67		
			replacement of all existing windows									
78	08 53 13 00 0124	EA	>93" To 101" UI, Single Hung Premium Vinyl Window (Pella 350)									$993.74
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	760.26	x	1.2000	=	912.31		
			Demolition	1.00	x	67.86	x	1.2000	=	81.43		
			replacement of all existing windows									
79	08 53 13 00 0547	EA	>93" To 101" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)									$4,338.30
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	655.19	x	1.2000	=	3,931.14		
			Demolition	5.00	x	67.86	x	1.2000	=	407.16		
			replacement of all existing windows									
80	08 71 11 00 0004	PR	3-1/2" x 3-1/2" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$550.33
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	81.88	x	1.2000	=	491.28		
			Demolition	7.00	x	7.03	x	1.2000	=	59.05		
			removal of existing and installation of new									
81	08 71 11 00 0005	PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$485.62
				Quantity		Unit Price		Factor		Total		
			Installation	4.50	x	89.93	x	1.2000	=	485.62		
			for new front doors and one rear door per plans									
82	08 71 11 00 0513	EA	3" Projection, Residential Spring Type, Bright Brass Finish, Steel Wall Stop (Ives 63)									$252.10
				Quantity		Unit Price		Factor		Total		
			Installation	13.00	x	11.13	x	1.2000	=	173.63		
			Demolition	13.00	x	5.03	x	1.2000	=	78.47		
			per plans									
83	08 71 11 00 0655	EA	190 Degree Angle Of View, Bright Brass Finish, Brass One-Way Wide Angle Door Viewer (Ives U698)									$138.60
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	57.75	x	1.2000	=	138.60		
			for new front door per plans									
84	08 71 11 00 2289	EA	Passage/Closet F01 Mortise LatchsetBoth sides always unlocked.									$1,019.63
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	799.43	x	1.2000	=	959.32		
			Demolition	2.00	x	25.13	x	1.2000	=	60.31		
			removal of existing and installation of new									

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Section - 08

85	08 71 11 00 2290	EA	Bath/Bedroom Privacy F02/F19 Mortise LocksetLocked with thumb knob inside.									$5,939.35
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	954.71	x	1.2000	=	5,728.26		
			Demolition	7.00	x	25.13	x	1.2000	=	211.09		
			removal of existing and installation of new									
86	08 71 11 00 2294	EA	Entrance F08 Mortise LocksetLocked with key outside and thumb knob inside.									$4,028.14
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	1,110.55	x	1.2000	=	3,997.98		
			Demolition	1.00	x	25.13	x	1.2000	=	30.16		
			for new front doors and one rear door per plans									
87	08 72 33 00 0155	LF	3/8" x 3/16", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko PK33)									$445.68
				Quantity		Unit Price		Factor		Total		
			Installation	60.00	x	3.68	x	1.2000	=	264.96		
			Demolition	60.00	x	2.51	x	1.2000	=	180.72		
			for new front doors and one rear door per plans									
88	08 72 43 00 0011	LF	6" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 272A)									$442.69
				Quantity		Unit Price		Factor		Total		
			Installation	9.00	x	40.99	x	1.2000	=	442.69		
			for new front doors and one rear door per plans									
89	08 72 43 00 0011	0458	For Color Anodized Finish, Add									$19.98
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	5.55	x	1.2000	=	19.98		

Subtotal for Section - 08 **$36,198.70**

Section - 09

90	09 05 71 00 0002	SF	5 Mil Tile And Stone Acoustical Underlayment (EasyMat)									$8,787.66
				Quantity		Unit Price		Factor		Total		
			Installation	1,715.00	x	4.27	x	1.2000	=	8,787.66		
			acoustical mat underlayment per plans									
91	09 05 71 00 0005	SF	2 MM Thick Resilient Plank Floor Acoustical Underlayment (Floormuffler)									$2,881.20
				Quantity		Unit Price		Factor		Total		
			Installation	1,715.00	x	1.40	x	1.2000	=	2,881.20		
			closest LI to gypsum sanded floor underlayment per plans									
92	09 22 13 23 0008	SF	25 Gauge, 16" On Center, Installed On Walls, Double-Leg Resilient Channel, RC2 Furring Channel									$4,062.18
				Quantity		Unit Price		Factor		Total		
			Installation	857.00	x	3.95	x	1.2000	=	4,062.18		
			Resilient channel per plans									
93	09 22 13 23 0010	SF	25 Gauge, 16" On Center, Installed On Ceilings, Double-Leg Resilient Channel, RC2 Furring Channel									$9,549.12
				Quantity		Unit Price		Factor		Total		
			Installation	1,715.00	x	4.64	x	1.2000	=	9,549.12		
			Resilient channel per plans									
94	09 22 36 23 0005	SF	3.4 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath									$1,461.60
				Quantity		Unit Price		Factor		Total		
			Installation	350.00	x	2.86	x	1.2000	=	1,201.20		
			Demolition	350.00	x	0.62	x	1.2000	=	260.40		
			For stucco patch back									

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Section - 09

95	09 22 36 23 0005	0020		For >100 To 500, Add									$147.00
			Installation	Quantity 350.00	x	Unit Price 0.35	x	Factor 1.2000	=	Total 147.00			
96	09 24 23 00 0002		SF	Scratch/Brown/Finish, Three Coat Troweled StuccoExcludes lath and felt. Interior or exterior, one side.									$4,956.00
			Installation	Quantity 350.00	x	Unit Price 8.94	x	Factor 1.2000	=	Total 3,754.80			
			Demolition	350.00	x	2.86	x	1.2000	=	1,201.20			
			For Stucco patch back										
97	09 24 23 00 0002	0024		For Walls >10' High, Add									$112.32
			Installation	Quantity 120.00	x	Unit Price 0.78	x	Factor 1.2000	=	Total 112.32			
98	09 24 23 00 0002	0031	SF	For Color Added To Finish Coat, Add									$21.60
			Installation	Quantity 120.00	x	Unit Price 0.15	x	Factor 1.2000	=	Total 21.60			
99	09 24 23 00 0002	0037		For >100 To 500, Add									$282.24
			Installation	Quantity 120.00	x	Unit Price 1.96	x	Factor 1.2000	=	Total 282.24			
100	09 29 10 00 0006		SF	5/8" Gypsum Board									$18,768.96
			Installation	Quantity 6,860.00	x	Unit Price 1.69	x	Factor 1.2000	=	Total 13,912.08			
			Demolition	6,860.00	x	0.59	x	1.2000	=	4,856.88			
			for walls and ceilings per plans. First floor ceiling requires 2 layers per plans										
101	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$5,597.76
			Installation	Quantity 6,860.00	x	Unit Price 0.68	x	Factor 1.2000	=	Total 5,597.76			
			for walls										
102	09 29 10 00 0038	0048		For ASTM C840 Level 5 High Quality Finish, Add									$4,116.00
			Installation	Quantity 6,860.00	x	Unit Price 0.50	x	Factor 1.2000	=	Total 4,116.00			
103	09 29 10 00 0041		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board									$1,811.04
			Installation	Quantity 1,715.00	x	Unit Price 0.88	x	Factor 1.2000	=	Total 1,811.04			
			for ceilings										
104	09 29 10 00 0041	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,337.70
			Installation	Quantity 1,715.00	x	Unit Price 0.65	x	Factor 1.2000	=	Total 1,337.70			
105	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board									$2,502.05
			Installation	Quantity 1,556.00	x	Unit Price 1.34	x	Factor 1.2000	=	Total 2,502.05			
			vertical corners @ 8' throughout both floors and windows										
106	09 29 10 00 0044	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,829.86
			Installation	Quantity 1,556.00	x	Unit Price 0.98	x	Factor 1.2000	=	Total 1,829.86			
107	09 29 10 00 0047		LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board									$2,232.00
			Installation	Quantity 1,200.00	x	Unit Price 1.55	x	Factor 1.2000	=	Total 2,232.00			
			walls and windows										

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Section - 09

108	09 29 10 00 0047	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,641.60
			Installation	Quantity 1,200.00	x	Unit Price 1.14	x	Factor 1.2000	=	Total 1,641.60			
109	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board									$10,262.74
			Installation	Quantity 2,356.00	x	Unit Price 3.63	x	Factor 1.2000	=	Total 10,262.74			
			for walls and windows										
110	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)									$23,687.58
			Installation	Quantity 1,715.00	x	Unit Price 11.51	x	Factor 1.2000	=	Total 23,687.58			
			new flooring throughout per plans										
111	09 91 13 00 0095		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Stucco Walls									$1,444.80
			Installation	Quantity 1,400.00	x	Unit Price 0.86	x	Factor 1.2000	=	Total 1,444.80			
			paint front and side of building for affected areas corner to corner										
112	09 91 13 00 0097		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Stucco Walls									$3,057.60
			Installation	Quantity 1,400.00	x	Unit Price 1.82	x	Factor 1.2000	=	Total 3,057.60			
			paint front and side of building for affected areas corner to corner										
113	09 91 23 00 0067		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$5,270.40
			Installation	Quantity 7,200.00	x	Unit Price 0.61	x	Factor 1.2000	=	Total 5,270.40			
			for walls										
114	09 91 23 00 0069		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$10,540.80
			Installation	Quantity 7,200.00	x	Unit Price 1.22	x	Factor 1.2000	=	Total 10,540.80			
			for walls										
115	09 91 23 00 0161		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling									$1,461.18
			Installation	Quantity 1,715.00	x	Unit Price 0.71	x	Factor 1.2000	=	Total 1,461.18			
			for ceilings										
116	09 91 23 00 0163		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling									$2,675.40
			Installation	Quantity 1,715.00	x	Unit Price 1.30	x	Factor 1.2000	=	Total 2,675.40			
			for ceilings										
117	09 91 23 00 0252		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Door Frame And Trim									$0.00
			Installation	Quantity 0.00	x	Unit Price 0.93	x	Factor 1.2000	=	Total 0.00			
			15 total doors. 40 LF of trim per door										
118	09 91 23 00 0254		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Door Frame And Trime									$0.00
			Installation	Quantity 0.00	x	Unit Price 2.02	x	Factor 1.2000	=	Total 0.00			
			15 total doors. 40 LF of trim per door										
119	09 91 23 00 0275		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door									$0.00
			Installation	Quantity 0.00	x	Unit Price 76.57	x	Factor 1.2000	=	Total 0.00			
			8 doors on first floor 7 doors on second floor										

Contractor's Price Proposal - Detail Continues..

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Section - 09

120	09 91 23 00 0277	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
				Quantity		Unit Price		Factor		Total	
			Installation	0.00	x	138.02	x	1.2000	=	0.00	
			8 doors on first floor 7 doors on second floor								
121	09 91 23 00 0307	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$192.00
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	1.25	x	1.2000	=	192.00	
			8 windows with 128 LF of trim								
122	09 91 23 00 0309	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$416.26
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	2.71	x	1.2000	=	416.26	
			8 windows with 128 LF of trim								
123	09 91 23 00 0350	LF	1 Coat Primer, Brush Work, Paint Interior Wood Trim To 6" Wide								$576.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	0.64	x	1.2000	=	576.00	
			750 LF of baseboards								
124	09 91 23 00 0352	LF	2 Coats Paint, Brush Work, Paint Interior Wood Trim To 6" Wide								$1,305.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	1.45	x	1.2000	=	1,305.00	
			750 LF of baseboards								

Subtotal for Section - 09 **$132,987.65**

Section - 10

125	10 14 53 11 0078	EA	18" x 24" Reflective Polyethylene Traffic Sign								$165.61
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	138.01	x	1.2000	=	165.61	
			ADA parking sign								
126	10 14 53 11 0198	EA	Single Bracket And Post Cap For Street Sign								$29.02
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	24.18	x	1.2000	=	29.02	
			ADA parking sign								
127	10 14 53 11 0213	EA	8' Galvanized Steel U-Channel Sign Post								$165.00
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	137.50	x	1.2000	=	165.00	
			ADA parking sign								
128	10 14 53 11 0278	EA	2-3/8" Diameter, Galvanized, Flat Traffic Sign Post Cap (EC-2)								$26.24
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	21.87	x	1.2000	=	26.24	
			ADA parking sign								
129	10 28 13 13 0045	EA	Single Roll, Surface Mounted, Stainless Steel, Satin Finish, Toilet Tissue Dispenser (Bobrick B-6857)								$308.30
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	105.85	x	1.2000	=	254.04	
			Demolition	2.00	x	22.61	x	1.2000	=	54.26	
			per plans								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 10

130	10 28 13 13 0170		EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)									$401.44
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	111.51	x	1.2000	=	401.44		
				per plans									
131	10 28 13 13 0170	0148		For Peened Grip, Add									$24.73
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	6.87	x	1.2000	=	24.73		
132	10 28 13 13 0171		EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)									$136.87
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	114.06	x	1.2000	=	136.87		
				per plans									
133	10 28 13 13 0171	0148		For Peened Grip, Add									$8.52
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	7.10	x	1.2000	=	8.52		
134	10 28 13 13 0217		EA	Telescoping 60" To 72" Length, 20-Gauge, 1" Diameter, Stainless Steel Curved Shower Rod With Concealed Mounting (Kohler Expanse K-9349)									$389.23
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	139.57	x	1.2000	=	334.97		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
135	10 28 13 13 0322		EA	24" Length, 3/4" Diameter, Stainless Steel Towel Bar (Bobrick B-674)									$333.74
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.45	x	1.2000	=	279.48		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
136	10 28 13 13 0390		EA	20" x 26", Surface Mounted, Aluminum Medicine Cabinet (Kohler K-CB)									$1,707.62
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	661.27	x	1.2000	=	1,587.05		
				Demolition	2.00	x	50.24	x	1.2000	=	120.58		
				per plans									

Subtotal for Section - 10 **$3,696.32**

Section - 11

137	11 30 13 13 0015		EA	30" Venting Range Hood (Broan 40000)									$717.65
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.45	x	1.2000	=	637.08		
				Demolition	1.00	x	67.14	x	1.2000	=	80.57		
				removal of existing and installation of 2 new									

Subtotal for Section - 11 **$717.65**

Section - 12

138	12 36 61 19 0005		SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash									$12,198.00
					Quantity		Unit Price		Factor		Total		
				Installation	65.00	x	142.53	x	1.2000	=	11,117.34		
				Demolition	35.00	x	25.73	x	1.2000	=	1,080.66		
				kitchen countertops									

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Work Order Title: OHA - 1100 Unit Remodel

Section - 12

139	12 36 61 19 0006	LF	Quartz Agglomerate Countertop End Splash For Quartz Agglomerate Countertops									$101.54
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	19.02	x	1.2000	=	91.30		
			Demolition	2.00	x	4.27	x	1.2000	=	10.25		
			for end where fridges meet									
140	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop									$361.73
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	150.72	x	1.2000	=	361.73		
			2 kitchen sinks									

Subtotal for Section - 12 **$12,661.27**

Section - 22

141	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair									$335.04
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	27.92	x	1.2000	=	335.04		
			replace supply lines in kitchens and bathrooms									
142	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line									$289.97
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	60.41	x	1.2000	=	289.97		
			new drain lines									
143	22 11 16 00 0003	LF	3/4" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting AssemblyIncludes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.									$13,959.60
				Quantity		Unit Price		Factor		Total		
			Installation	500.00	x	21.55	x	1.2000	=	12,930.00		
			Demolition	200.00	x	4.29	x	1.2000	=	1,029.60		
			gas line piping									
144	22 11 16 00 0003	0304	For Work In Restricted Working Space, Add									$1,010.40
				Quantity		Unit Price		Factor		Total		
			Installation	200.00	x	4.21	x	1.2000	=	1,010.40		
145	22 11 16 00 0901	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.									$32,443.80
				Quantity		Unit Price		Factor		Total		
			Installation	950.00	x	25.99	x	1.2000	=	29,628.60		
			Demolition	600.00	x	3.91	x	1.2000	=	2,815.20		
			water line copper piping									
146	22 11 16 00 0901	0315	For Work In Restricted Working Space, Add									$1,384.80
				Quantity		Unit Price		Factor		Total		
			Installation	200.00	x	5.77	x	1.2000	=	1,384.80		
147	22 12 23 13 0002	EA	80 Gallon ASME Rated Tank, 150PSI, Jacketed, Insulated, Glass Lined Water Heater Storage Tank (TJ-80A)									$479.41
				Quantity		Unit Price		Factor		Total		
			Installation	0.00	x	2,554.73	x	1.2000	=	0.00		
			Demolition	1.00	x	399.51	x	1.2000	=	479.41		
			removal of existing water heater									

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 22

148	22 13 16 00 0518		LF	4" Aboveground 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.									$48,884.70
					Quantity		Unit Price		Factor		Total		
				Installation	750.00	x	51.46	x	1.2000	=	46,314.00		
				Demolition	275.00	x	7.79	x	1.2000	=	2,570.70		
				new Sewer and vent piping									
149	22 13 16 00 0518	0304		For Work In Restricted Working Space, Add									$2,175.00
					Quantity		Unit Price		Factor		Total		
				Installation	250.00	x	7.25	x	1.2000	=	2,175.00		
150	22 34 13 00 0011		EA	7.4 GPM, Outdoor Mount, Instantaneous, Tankless, Gas Domestic Water Heater (Rheem RTG-74XN)									$10,037.42
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	4,182.26	x	1.2000	=	10,037.42		
				installation of 2 new water heaters									
151	22 41 16 16 0003		EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)									$1,768.56
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	683.46	x	1.2000	=	1,640.30		
				Demolition	1.00	x	106.88	x	1.2000	=	128.26		
				removal of existing and installation of new.									
152	22 41 39 00 0006		EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)									$565.87
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	210.81	x	1.2000	=	505.94		
				Demolition	1.00	x	49.94	x	1.2000	=	59.93		
				removal of existing and installation of new.									
153	22 42 13 13 0026		EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Back Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Yorkville™ ADA)									$2,811.37
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	1,119.47	x	1.2000	=	2,686.73		
				Demolition	1.00	x	103.87	x	1.2000	=	124.64		
				remove existing and install new ADA toilet									
154	22 42 16 13 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)									$1,701.89
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	675.66	x	1.2000	=	1,621.58		
				Demolition	1.00	x	66.92	x	1.2000	=	80.30		
				remove existing and install new ADA sink, faucet, and drain cover.									
155	22 42 19 00 0027		EA	3 Piece Tub/Shower Surrounds, 32" x 72" Side Walls, 48" x 72" Back, (Swanstone SK-324872)									$8,454.49
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,363.24	x	1.2000	=	8,071.78		
				Demolition	1.00	x	318.93	x	1.2000	=	382.72		
				new tub/shower for bathrooms									
156	22 42 39 00 0042		EA	Single Supply EcoPower® Faucet, Polished Chrome Finish (Toto TEL3LS10#CP)									$1,885.78
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	785.74	x	1.2000	=	1,885.78		
				ADA sink, faucet, and drain cover.									

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 22

157	22 42 39 00 0064		EA	Three Lever Handle, Chrome Shower And Tub Filler (American Standard Colony Soft 3375.502)									$741.02
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.41	x	1.2000	=	636.98		
				Demolition	2.00	x	43.35	x	1.2000	=	104.04		
				per plans									
158	22 42 39 00 0064	0147	EA	For Faucet With Metal Cross Handles, Add									$109.80
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	45.75	x	1.2000	=	109.80		
159	22 42 39 00 0211		EA	Lavatory Protective Enclosure (IPS Truebro Lav Shield)									$390.86
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	162.86	x	1.2000	=	390.86		
				drain cover for ADA kitchen and bathroom sink									
160	22 42 39 00 0218		EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)									$680.78
					Quantity		Unit Price		Factor		Total		
				Installation	10.00	x	48.34	x	1.2000	=	580.08		
				Demolition	8.00	x	10.49	x	1.2000	=	100.70		
				new angle stops installed in bathrooms and kitchens									

Subtotal for Section - 22 **$130,110.56**

Section - 23

161	23 09 23 53 0284		EA	Scheduling Program, HVAC (AHU, RTU, AC Units, Etcetera) Programming Measures									$8,755.06
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,647.94	x	1.2000	=	8,755.06		
				required setup, balancing, and charging for new system									
162	23 31 13 16 0063		EA	4" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Connector									$3,117.60
					Quantity		Unit Price		Factor		Total		
				Installation	150.00	x	17.32	x	1.2000	=	3,117.60		
				exhaust ducting per plans									
163	23 33 13 13 0006		EA	12" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$696.79
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	142.13	x	1.2000	=	682.22		
				Demolition	1.00	x	12.14	x	1.2000	=	14.57		
				HVAC per plans									
164	23 33 46 00 0008		LF	12" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket									$12,610.20
					Quantity		Unit Price		Factor		Total		
				Installation	450.00	x	21.28	x	1.2000	=	11,491.20		
				Demolition	250.00	x	3.73	x	1.2000	=	1,119.00		
				HVAC per plans - exhaust ducting									
165	23 33 46 00 0020		EA	12" Diameter Flexible Duct Collar, Spin In Type, Sheet Metal, With Damper									$739.63
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	98.06	x	1.2000	=	706.03		
				Demolition	2.00	x	14.00	x	1.2000	=	33.60		
				HVAC per plans									

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 23

166	23 34 16 00 0272	EA	109 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L100MG)									$2,212.13
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	451.74	x	1.2000	=	2,168.35		
			Demolition	1.00	x	36.48	x	1.2000	=	43.78		
			Laundry room and bathroom exhaust fan per plans									
167	23 54 16 13 0007	EA	120 MBH, 2,000 CFM Up/Horizontal Flow Multi-Speed, Two Stage 96% AFUE Gas FurnaceBlower cooling capacity up to 5 tons.									$15,925.85
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	2,628.44	x	1.2000	=	15,770.64		
			Demolition	1.00	x	129.34	x	1.2000	=	155.21		
			per plans. wall mounted furnaces									

Subtotal for Section - 23 **$44,057.26**

Section - 26

168	26 01 20 91 0002	EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).									$590.94
				Quantity		Unit Price		Factor		Total		
			Installation	15.00	x	32.83	x	1.2000	=	590.94		
			LOTO of existing circuits									
169	26 05 19 16 0402	MLF	#12 AWG, 3 Conductors, 600 Volt, Type NM, Copper, Non-Metallic Sheathed Cable									$24,763.20
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	4,127.20	x	1.2000	=	24,763.20		
			for new electrical runs per plans									
170	26 05 19 16 0402 0377		For Installation In Wood Stud Wall (Includes Drilling), Add									$1,795.14
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	299.19	x	1.2000	=	1,795.14		
171	26 09 23 00 0144	EA	Wall Switch Replacement Occupancy Sensor, Single GangIncludes integral occupancy sensor and relay.									$1,483.80
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	123.65	x	1.2000	=	1,483.80		
			per plans									
172	26 09 23 00 0270	EA	Passive Infrared, Wall Switch Mounted, Wired Occupancy Sensor (Encelium PW-100-24)Excludes GB II cable.									$725.28
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	302.20	x	1.2000	=	725.28		
			for bathrooms									
173	26 24 13 00 0213	EA	800 Amperes, 480 Volt, 4 Wire, Switchboard Incoming No Switch Circuit									$6,313.51
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	4,436.97	x	1.2000	=	5,324.36		
			Demolition	1.00	x	824.29	x	1.2000	=	989.15		
			for new main panel to new units subpanels									
174	26 24 16 00 0470	EA	200 Ampere Rating, Main Breaker, Indoor, 42 Circuit, 4 Wire, 120/208 Volt, Assembled Panelboard With 20 Ampere, 1 Pole Plug-In Breakers									$8,743.93
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	3,188.30	x	1.2000	=	7,651.92		
			Demolition	1.00	x	910.01	x	1.2000	=	1,092.01		
			1 new sub panel for each unit									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 26

175	26 27 13 00 0125	EA	Single Phase M-90 Meter, Socket, NEMA 3R Enclosure									$8,033.33
				Quantity		Unit Price		Factor		Total		
			Installation	6.00	x	1,070.24	x	1.2000	=	7,705.73		
			Demolition	5.00	x	54.60	x	1.2000	=	327.60		
			installation of new meters for building									
176	26 27 26 00 0009	EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly									$5,103.00
				Quantity		Unit Price		Factor		Total		
			Installation	35.00	x	101.74	x	1.2000	=	4,273.08		
			Demolition	20.00	x	34.58	x	1.2000	=	829.92		
			All new GFI outlets throughout per clients request									
177	26 27 26 00 0125	EA	20 Amperes, 125 Volt Single Specification Grade Tamper Resistant ReceptaclePass & Seymour TR5351.									$2,554.46
				Quantity		Unit Price		Factor		Total		
			Installation	44.00	x	39.28	x	1.2000	=	2,073.98		
			Demolition	44.00	x	9.10	x	1.2000	=	480.48		
			all new outlets throughout per clients request									
178	26 27 26 00 0138	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly									$3,774.00
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	91.22	x	1.2000	=	2,736.60		
			Demolition	25.00	x	34.58	x	1.2000	=	1,037.40		
			25 switches total in both units									
179	26 51 19 00 0269	EA	2' x 2', 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia 2RTX2)									$7,035.98
				Quantity		Unit Price		Factor		Total		
			Installation	24.00	x	212.03	x	1.2000	=	6,106.46		
			Demolition	20.00	x	38.73	x	1.2000	=	929.52		
			new LED lights throughout									
180	26 51 19 00 0477	EA	2-1/2" Diameter x 15-1/2" High, Polished Nickel, LED Wall Sconce (Hudson Valley Lighting SHAW 1200-PN)									$1,281.65
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	497.62	x	1.2000	=	1,194.29		
			Demolition	2.00	x	36.40	x	1.2000	=	87.36		
			2 new wall sconces per plans in bathrooms									

Subtotal for Section - 26 **$72,198.22**

Section - 31

181	31 05 16 00 0002	CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)									$1,650.60
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	55.02	x	1.2000	=	1,650.60		
			4" deep, 200 LF, 2' wide base for backfill for trenching. 20 CY for footings, and slabs									
182	31 05 16 00 0002	0053	For Up To 8, Add									$66.00
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	11.00	x	1.2000	=	66.00		
183	31 11 00 00 0010	ACR	Clearing By Machine - Light Brush Without Grub									$202.36
				Quantity		Unit Price		Factor		Total		
			Installation	0.50	x	337.26	x	1.2000	=	202.36		
			clear out weeds in back yard									
184	31 11 00 00 0019	CY	Hand Loading Of Cleared And Grubbed Material									$976.32
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	40.68	x	1.2000	=	976.32		
			clear out weeds in back yard									

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 31

185	31 23 16 13 0007		CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.									$4,027.50
			Installation	Quantity 25.00	x	Unit Price 134.25	x	Factor 1.2000	=	Total 4,027.50			
			20" deep, 200 LF, 2' wide										
186	31 23 16 13 0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand									$1,118.70
			Installation	Quantity 25.00	x	Unit Price 37.29	x	Factor 1.2000	=	Total 1,118.70			
			20" deep, 200 LF, 2' wide										
187	31 23 16 13 0014		CY	Compaction of Fill or Subbase for Trenches by Hand									$1,262.10
			Installation	Quantity 25.00	x	Unit Price 42.07	x	Factor 1.2000	=	Total 1,262.10			
			20" deep, 200 LF, 2' wide										
188	31 23 16 36 0009		CY	Excavation For Building Foundations And Other Structures By Hand in Soil									$7,249.50
			Installation	Quantity 45.00	x	Unit Price 134.25	x	Factor 1.2000	=	Total 7,249.50			
			for footings										
189	31 23 16 36 0019		CY	Backfilling Around Building Foundations And Other Structures By Hand									$1,534.32
			Installation	Quantity 20.00	x	Unit Price 63.93	x	Factor 1.2000	=	Total 1,534.32			
			for footings										
190	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand									$2,271.24
			Installation	Quantity 45.00	x	Unit Price 42.06	x	Factor 1.2000	=	Total 2,271.24			
			for footings										

Subtotal for Section - 31 **$20,358.64**

Section - 32

191	32 16 13 13 0016		LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Straight									$225.96
			Installation	Quantity 5.00	x	Unit Price 25.83	x	Factor 1.2000	=	Total 154.98			
			Demolition	5.00	x	11.83	x	1.2000	=	70.98			
			for parking lot ADA modifications										
192	32 16 13 13 0016	0077	MOD	For Up To 20, Add									$105.42
			Installation	Quantity 5.00	x	Unit Price 17.57	x	Factor 1.2000	=	Total 105.42			
193	32 16 23 00 0002		SF	4" Cast In Place Concrete Sidewalk									$212.16
			Installation	Quantity 20.00	x	Unit Price 8.84	x	Factor 1.2000	=	Total 212.16			
			for parking lot ADA modifications										
194	32 16 23 00 0002	0094		For Up To 100, Add									$92.16
			Installation	Quantity 20.00	x	Unit Price 3.84	x	Factor 1.2000	=	Total 92.16			
195	32 16 23 00 0008		EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.									$167.12
			Installation	Quantity 1.00	x	Unit Price 139.27	x	Factor 1.2000	=	Total 167.12			
			for parking lot ADA modifications										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124239.00
Work Order Title: OHA - 1100 Unit Remodel

Section - 32

196	32 17 23 13 0074	SF	Solid Area, Painted Pavement Marking For Parking AreasUse task for lines >12" wide, stop bars, transverse lines, diagonal lines, crossing lanes, etc.								$102.48
				Quantity		Unit Price		Factor		Total	
			Installation	20.00	x	4.27	x	1.2000	=	102.48	
			for parking lot ADA modifications								
197	32 17 23 13 0088	EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.								$52.66
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	43.88	x	1.2000	=	52.66	
			for parking lot ADA modifications								
198	32 17 26 00 0003	SF	Embedded, VPC Truncated Dome Detectable Warning SurfaceAlso raised strips or directional bars. All colors.								$650.04
				Quantity		Unit Price		Factor		Total	
			Installation	10.00	x	54.17	x	1.2000	=	650.04	
			new truncated domes per								
199	32 31 13 13 0010	VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil								$80.75
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	22.43	x	1.2000	=	80.75	
			ADA parking sign								
200	32 31 13 13 0027	VLF	12" Diameter, Concrete Fill For Post Hole								$89.28
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	24.80	x	1.2000	=	89.28	
			ADA parking sign								

Subtotal for Section - 32 **$1,778.03**

Proposal Total **$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124239.00
Owner PO #:	
Title:	OHA - 1100 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Name of Contractor	Duties	Amount	%
Refined Construction		$520,000.00	86.02

EXHIBIT A

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R7-GB-101723-MDJ

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

Work Order Number.:	124236.00	Work Order Date:	01/09/2024
Work Order Title:	OHA - 1130 Unit Remodel		
Owner Name:	Oxnard Housing Authority	Contractor Name:	MDJ Management
Contact:	Fredi Contreras	Contact:	Matt McMillon
Phone:	805-890-8319	Phone:	310-490-1521

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-R7-GB-101723-MDJ.

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: $604,505.00

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority Date

MDJ Management Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Fredi Contreras
Oxnard Housing Authority
300 N. Marquita Street
Oxnard, CA 93030
805-890-8319

Date Printed: January 09, 2024

Work Order Number: 124236.00

Work Order Title: OHA - 1130 Unit Remodel

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.

See Attached.

Subject to the terms and conditions of ezIQC Contract **CA-R7-GB-101723-MDJ**.

MDJ Management _____ Date _____

Oxnard Housing Authority _____ Date _____

MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: 1130 Colonia Conversion
Location: 1130 E. Colonia Rd. Oxnard, CA 93030
Customer: Oxnard Housing Authority

Submission Date: 1/4/24

Detailed Scope of Work

Demolition

- Demolition of existing apartment per plans

Installation/Buildout

- Saw cutting of slab and demolition of concrete for new plumbing
- Excavation for new plumbing and new concrete footings for addition
- All framing throughout including new walls and soffits
- New rough and finish plumbing throughout
- New electrical rough including new panel per plan
- Concrete work:
    - Excavate under slab for rough plumbing and electrical needs
    - Pour new footings per structural plans
    - Pour back all open trenches inside the unit
    - Outside sidewalk as required
- New windows and doors throughout
- New Insulation
- HVAC per plans
    - Exhaust fan ducting
    - Remove existing wall heater and installation of new wall heaters per plans
- Drywall throughout
    - Patch were needed due to demolition and rough MEP requirements
    - New drywall per plans
    - Double stacked first floor ceiling with resilient channels per plans
- Lath, stucco, and color coat to match existing for stucco patching
- Interior paint
- New Flooring and MDF base
    - New underlayment and self leveling
- New kitchens, countertops, fixtures, sinks and appliances

- New bathroom fixtures per plan
- Site work:
    - New sidewalks
    - Handicap ramp with truncated domes
    - Handicap striping
    - New signage at Handicap stall

<u>Installation/Buildout added by Client NOT included on plans</u>

- Remove and replace all outlets and switches throughout, even on all existing walls
- Install MDF baseboards
    - Instead of called out vinyl base
- Remove and replace all interior doors. Complete list of doors from plans as well as clients request
- Clean up existing back yard, the weeds are 5 feet high
    - Includes weed weed whacking and removal of all dead weeds
- All new LED lighting throughout

Notes:

- All work to be performed per plans provided to MDJ
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**<u>Normal Working Hours - Davis Bacon Wages</u>**), materials, equipment to complete this scope of work.
- Construction Exclusions:
    - New Washer and Dryer not included in contract
    - New stove, range, dishwasher, and fridge not included in contract

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
    - One year warranty against workmanship
    - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing, inspection, survey, and engineering unless specified above
- We exclude utilities and hazardous or contaminated material.
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost.
- We exclude premium time.
- We exclude anything not specifically mentioned above.
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation.
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal.** Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:

Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124236.00
Owner PO #:	
Title:	OHA - 1130 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Section - 01	**$50,228.90**
Section - 02	**$2,817.60**
Section - 03	**$24,059.94**
Section - 06	**$46,235.58**
Section - 07	**$26,398.68**
Section - 08	**$36,198.70**
Section - 09	**$132,987.65**
Section - 10	**$3,696.32**
Section - 11	**$717.65**
Section - 12	**$12,661.27**
Section - 22	**$130,110.56**
Section - 23	**$44,057.26**
Section - 26	**$72,198.22**
Section - 31	**$20,358.64**
Section - 32	**$1,778.03**
Proposal Total	**$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124236.00
Owner PO #:	
Title:	OHA - 1130 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

	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, invoice, or proof of payment shall be submitted with the Price Proposal.	$13,011.90
				Installation	Quantity 11,829.00 x Unit Price 1.00 x Factor 1.1000 = Total 13,011.90	
					Bond = $591,493 x 2%	
2	01 22 20	00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$7,623.17
				Installation	Quantity 64.00 x Unit Price 99.26 x Factor 1.2000 = Total 7,623.17	
					2 guys for 4 days for reconfiguring framing around doors and windows to meet new sizing and ADA requirements.	
3	01 22 20	00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$866.21
				Installation	Quantity 8.00 x Unit Price 90.23 x Factor 1.2000 = Total 866.21	
					1 guy one day for investigation and into existing and create plan for new connections	
4	01 22 20	00 0037		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,027.78
				Installation	Quantity 8.00 x Unit Price 107.06 x Factor 1.2000 = Total 1,027.78	
					1 guy one day for investigation and into existing and create plan for new connections	
5	01 66 19	00 0060		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	$10,586.88
				Installation	Quantity 960.00 x Unit Price 9.19 x Factor 1.2000 = Total 10,586.88	
					4 guys, averaging 4 trips a day for 3 months for demolition hauling and delivery of purchased materials.	
6	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.	$12,743.71
				Installation	Quantity 12.00 x Unit Price 884.98 x Factor 1.2000 = Total 12,743.71	
					10 dumpsters for demolition debris: cabinets, drywall from entire house, shower, toilet, stucco, insulation, ... 2 dumpsters for construction debris: drywall cuts, lumber cuts, basic trash	
7	01 74 19	00 0019		EA	15 CY Low-Boy Dumpster Mixed RecyclableFor mixed dirt, rock, concrete brick or asphalt with no trash or organics. Includes service to deliver and pick-up dumpster, hauling, rental and disposal fee.	$4,369.25
				Installation	Quantity 4.00 x Unit Price 910.26 x Factor 1.2000 = Total 4,369.25	
					for removal of excavated soil for footings, slab, trenching	

Subtotal for Section - 01 **$50,228.90**

Section - 02

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 02

8	02 41 19 13 0063	LF	Rod Reinforced Concrete Slab Up To 4" Depth, Saw Cut								$2,817.60
		Installation	Quantity		Unit Price		Factor		Total		
			400.00	x	5.87	x	1.2000	=	2,817.60		
		sawcut existing slab to trench for new electrical and plumbing runs as needed per plans									

Subtotal for Section - 02 **$2,817.60**

Section - 03

9	03 21 11 00 0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment								$6,655.50
		Installation	Quantity		Unit Price		Factor		Total		
			225.00	x	24.65	x	1.2000	=	6,655.50		
		200 LF of trenching. Epoxy and Dowel every 2'. One on each side. For reinforcement and tying into existing slab adjacent. 25 dowels to attach from porch sidewalk to existing .									
10	03 21 13 00 0093	LF	#6, Grade 50, Slab On Grade, Galvanized Steel Reinforcement Bar								$2,496.00
		Installation	Quantity		Unit Price		Factor		Total		
			800.00	x	2.60	x	1.2000	=	2,496.00		
		200 LF of trenching and 600 LF for slab, porch, and footings. Installation of rebar every 2'.									
11	03 30 53 00 0009	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner. Includes local aggregate, sand, bagged cement (Type I) and water.								$4,370.40
		Installation	Quantity		Unit Price		Factor		Total		
			200.00	x	18.21	x	1.2000	=	4,370.40		
		patch back trenching in existing slab									
12	03 30 53 00 0009 0038		For High Early Strength, Type 3 ASTM C150, Add								$156.00
		Installation	Quantity		Unit Price		Factor		Total		
			200.00	x	0.65	x	1.2000	=	156.00		
13	03 30 53 00 0009 0039		For Lightweight Aggregate, ASTM C330, Add								$544.80
		Installation	Quantity		Unit Price		Factor		Total		
			200.00	x	2.27	x	1.2000	=	544.80		
14	03 54 16 00 0005	SF	1/2" Thick Self Leveling Cementitious Underlayment For FloorsIncluding Surface Preparation								$9,837.24
		Installation	Quantity		Unit Price		Factor		Total		
			1,715.00	x	4.78	x	1.2000	=	9,837.24		
		self leveling of floors for prior to installation of new vinyl plank flooring									

Subtotal for Section - 03 **$24,059.94**

Section - 06

15	06 11 16 00 0061	SF	2" x 4" Wood Wall Framing At 16" On Center								$2,321.57
		Installation	Quantity		Unit Price		Factor		Total		
			720.00	x	1.66	x	1.2000	=	1,434.24		
		Demolition	936.00	x	0.79	x	1.2000	=	887.33		
		for new walls. Couple walls require double stacked									
16	06 16 33 00 0020	SF	3/4" CD Grade Plywood Floor DeckingApplied to floor or joists.								$6,338.64
		Installation	Quantity		Unit Price		Factor		Total		
			1,715.00	x	2.47	x	1.2000	=	5,083.26		
		Demolition	1,715.00	x	0.61	x	1.2000	=	1,255.38		
		for new floor decking per plans									
17	06 16 33 00 0020 0038		For Exterior Glue, Add								$185.22
		Installation	Quantity		Unit Price		Factor		Total		
			1,715.00	x	0.09	x	1.2000	=	185.22		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 06

18	06 16 33 00 0033		SF	5/8" Thick CDX Plywood Underlayment Grade									$255.48
					Quantity		Unit Price		Factor		Total		
				Installation	75.00	x	2.46	x	1.2000	=	221.40		
				Demolition	40.00	x	0.71	x	1.2000	=	34.08		
				for countetop									
19	06 41 13 00 0116		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,245.28
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	345.91	x	1.2000	=	1,245.28		
				removal of existing cabinets, installation of new per plans									
20	06 41 13 00 0116	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$420.37
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	116.77	x	1.2000	=	420.37		
21	06 41 13 00 0116	0130		For All Plywood Box Construction, Add									$438.19
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	121.72	x	1.2000	=	438.19		
22	06 41 13 00 0117		EA	15" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$882.84
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	367.85	x	1.2000	=	882.84		
				removal of existing cabinets, installation of new per plans									
23	06 41 13 00 0117	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$280.25
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.77	x	1.2000	=	280.25		
24	06 41 13 00 0117	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	121.72	x	1.2000	=	292.13		
25	06 41 13 00 0118		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,846.66
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	384.72	x	1.2000	=	1,846.66		
				removal of existing cabinets, installation of new per plans									
26	06 41 13 00 0118	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	116.77	x	1.2000	=	560.50		
27	06 41 13 00 0118	0130		For All Plywood Box Construction, Add									$584.26
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	121.72	x	1.2000	=	584.26		
28	06 41 13 00 0119		EA	21" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$486.41
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	405.34	x	1.2000	=	486.41		
				removal of existing cabinets, installation of new per plans									
29	06 41 13 00 0119	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	116.77	x	1.2000	=	140.12		

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 06

30	06 41 13 00 0119	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
31	06 41 13 00 0121		EA	27" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$579.37
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	482.81	x	1.2000	=	579.37		
				removal of existing cabinets, installation of new per plans									
32	06 41 13 00 0121	0126		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$140.12
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	116.77	x	1.2000	=	140.12		
33	06 41 13 00 0121	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
34	06 41 13 00 0124		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Oak Face Frame, Door and Drawer Front, Base Cabinet									$1,433.42
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	567.10	x	1.2000	=	1,361.04		
			Demolition		1.00	x	60.32	x	1.2000	=	72.38		
				removal of existing cabinets, installation of new per plans									
35	06 41 13 00 0139		EA	12" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$541.33
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	431.01	x	1.2000	=	517.21		
			Demolition		1.00	x	20.10	x	1.2000	=	24.12		
				removal of existing cabinets, installation of new per plans									
36	06 41 13 00 0139	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$560.50
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	467.08	x	1.2000	=	560.50		
37	06 41 13 00 0139	0130		For All Plywood Box Construction, Add									$146.06
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	121.72	x	1.2000	=	146.06		
38	06 41 13 00 0140		EA	15" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$559.45
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	441.08	x	1.2000	=	529.30		
			Demolition		1.00	x	25.13	x	1.2000	=	30.16		
				removal of existing cabinets, installation of new per plans									
39	06 41 13 00 0140	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add									$1,120.99
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	467.08	x	1.2000	=	1,120.99		
40	06 41 13 00 0140	0130		For All Plywood Box Construction, Add									$292.13
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	121.72	x	1.2000	=	292.13		
41	06 41 13 00 0142		EA	21" Wide, 35" High x 23-3/4" Deep, Four Drawer Base, Solid Oak Face Frame and Drawer Fronts, Base Cabinet									$1,264.40
					Quantity		Unit Price		Factor		Total		
			Installation		2.00	x	509.24	x	1.2000	=	1,222.18		
			Demolition		1.00	x	35.19	x	1.2000	=	42.23		
				removal of existing cabinets, installation of new per plans									

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 06

42	06 41 13 00 0142	0129		For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add										$1,120.99
						Quantity		Unit Price		Factor		Total		
			Installation			2.00	x	467.08	x	1.2000	=	1,120.99		
43	06 41 13 00 0142	0130		For All Plywood Box Construction, Add										$292.13
						Quantity		Unit Price		Factor		Total		
			Installation			2.00	x	121.72	x	1.2000	=	292.13		
44	06 41 13 00 0170		EA	30" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$493.43
						Quantity		Unit Price		Factor		Total		
			Installation			1.00	x	360.93	x	1.2000	=	433.12		
			Demolition			1.00	x	50.26	x	1.2000	=	60.31		
				removal of existing cabinets, installation of new per plans										
45	06 41 13 00 0170	0131		For All Plywood Box Construction, Add										$78.37
						Quantity		Unit Price		Factor		Total		
			Installation			1.00	x	65.31	x	1.2000	=	78.37		
46	06 41 13 00 0171		EA	33" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$516.13
						Quantity		Unit Price		Factor		Total		
			Installation			1.00	x	374.82	x	1.2000	=	449.78		
			Demolition			1.00	x	55.29	x	1.2000	=	66.35		
				removal of existing cabinets, installation of new per plans										
47	06 41 13 00 0171	0131		For All Plywood Box Construction, Add										$78.37
						Quantity		Unit Price		Factor		Total		
			Installation			1.00	x	65.31	x	1.2000	=	78.37		
48	06 41 13 00 0172		EA	36" Wide, 18" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$531.48
						Quantity		Unit Price		Factor		Total		
			Installation			1.00	x	382.58	x	1.2000	=	459.10		
			Demolition			1.00	x	60.32	x	1.2000	=	72.38		
				removal of existing cabinets, installation of new per plans										
49	06 41 13 00 0172	0131		For All Plywood Box Construction, Add										$78.37
						Quantity		Unit Price		Factor		Total		
			Installation			1.00	x	65.31	x	1.2000	=	78.37		
50	06 41 13 00 0174		EA	12" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$2,167.92
						Quantity		Unit Price		Factor		Total		
			Installation			6.00	x	297.75	x	1.2000	=	2,143.80		
			Demolition			1.00	x	20.10	x	1.2000	=	24.12		
				removal of existing cabinets, installation of new per plans										
51	06 41 13 00 0174	0131		For All Plywood Box Construction, Add										$470.23
						Quantity		Unit Price		Factor		Total		
			Installation			6.00	x	65.31	x	1.2000	=	470.23		
52	06 41 13 00 0175		EA	15" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$809.03
						Quantity		Unit Price		Factor		Total		
			Installation			2.00	x	324.53	x	1.2000	=	778.87		
			Demolition			1.00	x	25.13	x	1.2000	=	30.16		
				removal of existing cabinets, installation of new per plans										
53	06 41 13 00 0175	0131		For All Plywood Box Construction, Add										$156.74
						Quantity		Unit Price		Factor		Total		
			Installation			2.00	x	65.31	x	1.2000	=	156.74		

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 06

54	06 41 13 00 0176		EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$1,282.30
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	346.14	x	1.2000	=	1,246.10			
				Demolition	1.00	x	30.16	x	1.2000	=	36.19			
				removal of existing cabinets, installation of new per plans										
55	06 41 13 00 0176	0131		For All Plywood Box Construction, Add										$235.12
					Quantity		Unit Price		Factor		Total			
				Installation	3.00	x	65.31	x	1.2000	=	235.12			
56	06 41 13 00 0178		EA	24" Wide, 30" High x 12" Deep, Single Door, Solid Oak Face Frame and Door, Wall Cabinet										$525.71
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	397.88	x	1.2000	=	477.46			
				Demolition	1.00	x	40.21	x	1.2000	=	48.25			
				removal of existing cabinets, installation of new per plans										
57	06 41 13 00 0178	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
58	06 41 13 00 0179		EA	27" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$578.09
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	436.48	x	1.2000	=	523.78			
				Demolition	1.00	x	45.26	x	1.2000	=	54.31			
				removal of existing cabinets, installation of new per plans										
59	06 41 13 00 0179	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
60	06 41 13 00 0180		EA	30" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$597.17
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	447.38	x	1.2000	=	536.86			
				Demolition	1.00	x	50.26	x	1.2000	=	60.31			
				removal of existing cabinets, installation of new per plans										
61	06 41 13 00 0180	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
62	06 41 13 00 0182		EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Oak Face Frame and Door, Wall Cabinet										$674.99
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	502.17	x	1.2000	=	602.60			
				Demolition	1.00	x	60.32	x	1.2000	=	72.38			
				removal of existing cabinets, installation of new per plans										
63	06 41 13 00 0182	0131		For All Plywood Box Construction, Add										$78.37
					Quantity		Unit Price		Factor		Total			
				Installation	1.00	x	65.31	x	1.2000	=	78.37			
64	06 41 93 00 0007		EA	7" To 8-1/2", Flat Cabinet Pull Handle										$3,370.32
					Quantity		Unit Price		Factor		Total			
				Installation	65.00	x	39.00	x	1.2000	=	3,042.00			
				Demolition	32.00	x	8.55	x	1.2000	=	328.32			
				removal of existing cabinets, installation of new per plans										

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 06

65	06 46 19 00 0005	LF	4-1/2" High White Pine Base Molding, All Dimensions Are Nominal									$8,657.40
				Quantity		Unit Price		Factor		Total		
			Installation	750.00	x	8.21	x	1.2000	=	7,389.00		
			Demolition	700.00	x	1.51	x	1.2000	=	1,268.40		
			new base boards throughout									

Subtotal for Section - 06 **$46,235.58**

Section - 07

66	07 21 16 00 0006	SF	5-1/2" Thick, Kraft Faced, R-21 Fiberglass Flexible Insulation									$17,600.88
				Quantity		Unit Price		Factor		Total		
			Installation	6,215.00	x	1.98	x	1.2000	=	14,766.84		
			Demolition	6,215.00	x	0.38	x	1.2000	=	2,834.04		
			removal of existing insulation and installation of new 4500 sqft of walls 1715 sqft of ceilings									
67	07 26 13 00 0004	CSF	Two Ply 60 Minute Asphalt Saturated Kraft Building Paper, Grade D (Fortifiber Two Ply Super Jumbo Tex 60 Minute)									$1,835.40
				Quantity		Unit Price		Factor		Total		
			Installation	35.00	x	43.70	x	1.2000	=	1,835.40		
			for stucco patchback									
68	07 62 13 00 0033	SF	22 Gauge, 0.034" Thick, Galvanized Steel Flashing									$4,485.60
				Quantity		Unit Price		Factor		Total		
			Installation	300.00	x	12.46	x	1.2000	=	4,485.60		
			flashing per plans for new windows									
69	07 62 13 00 0033 0080		For Wrap Around Window Panning, Add									$2,476.80
				Quantity		Unit Price		Factor		Total		
			Installation	300.00	x	6.88	x	1.2000	=	2,476.80		

Subtotal for Section - 07 **$26,398.68**

Section - 08

70	08 12 13 13 0008	EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame									$7,015.14
				Quantity		Unit Price		Factor		Total		
			Installation	9.00	x	571.36	x	1.2000	=	6,170.69		
			Demolition	7.00	x	100.53	x	1.2000	=	844.45		
			6 frames for interior doors and 3 for exterior doors									
71	08 13 13 13 0039	EA	3' x 6'-8" x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door									$2,890.61
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	782.84	x	1.2000	=	2,818.22		
			Demolition	1.00	x	60.32	x	1.2000	=	72.38		
			for new front doors and one rear door per plans									
72	08 13 13 13 0039 0098		For Embossed Panel Door, Add									$572.15
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	158.93	x	1.2000	=	572.15		
73	08 13 13 13 0039 0099		For Baked Enamel Finish, Add									$780.34
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	216.76	x	1.2000	=	780.34		
74	08 13 13 13 0039 0104	EA	For 3 Hour Fire Rated Door, Add									$473.40
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	131.50	x	1.2000	=	473.40		

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 08

75	08 14 16 00 0134	EA	3'-0" x 6'-8" x 1-3/4" Thick, 5 Ply, Hollow Core (HC), Birch Faced Wood Door									$2,524.34
				Quantity		Unit Price		Factor		Total		
			Installation	6.00	x	280.23	x	1.2000	=	2,017.66		
			Demolition	7.00	x	60.32	x	1.2000	=	506.69		
			5 bedroom/bathroom doors and 1 closet door									
76	08 14 73 00 0074	EA	5' Wide, Two 2'-6" x 6'-8" x 1-3/8" Thick, Flush, Hollow Core (HC), Birch Faced Wood Bi-Pass Doors									$1,872.97
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	463.33	x	1.2000	=	1,667.99		
			Demolition	2.00	x	85.41	x	1.2000	=	204.98		
			removal of 2 existing closet sliding doors, installation of 3 new closet sliding doors									
77	08 53 13 00 0121	EA	>60" To 73" UI, Single Hung Premium Vinyl Window (Pella 350)									$1,415.59
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	537.05	x	1.2000	=	1,288.92		
			Demolition	2.00	x	52.78	x	1.2000	=	126.67		
			replacement of all existing windows									
78	08 53 13 00 0124	EA	>93" To 101" UI, Single Hung Premium Vinyl Window (Pella 350)									$993.74
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	760.26	x	1.2000	=	912.31		
			Demolition	1.00	x	67.86	x	1.2000	=	81.43		
			replacement of all existing windows									
79	08 53 13 00 0547	EA	>93" To 101" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)									$4,338.30
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	655.19	x	1.2000	=	3,931.14		
			Demolition	5.00	x	67.86	x	1.2000	=	407.16		
			replacement of all existing windows									
80	08 71 11 00 0004	PR	3-1/2" x 3-1/2" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$550.33
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	81.88	x	1.2000	=	491.28		
			Demolition	7.00	x	7.03	x	1.2000	=	59.05		
			removal of existing and installation of new									
81	08 71 11 00 0005	PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$485.62
				Quantity		Unit Price		Factor		Total		
			Installation	4.50	x	89.93	x	1.2000	=	485.62		
			for new front doors and one rear door per plans									
82	08 71 11 00 0513	EA	3" Projection, Residential Spring Type, Bright Brass Finish, Steel Wall Stop (Ives 63)									$252.10
				Quantity		Unit Price		Factor		Total		
			Installation	13.00	x	11.13	x	1.2000	=	173.63		
			Demolition	13.00	x	5.03	x	1.2000	=	78.47		
			per plans									
83	08 71 11 00 0655	EA	190 Degree Angle Of View, Bright Brass Finish, Brass One-Way Wide Angle Door Viewer (Ives U698)									$138.60
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	57.75	x	1.2000	=	138.60		
			for new front door per plans									
84	08 71 11 00 2289	EA	Passage/Closet F01 Mortise LatchsetBoth sides always unlocked.									$1,019.63
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	799.43	x	1.2000	=	959.32		
			Demolition	2.00	x	25.13	x	1.2000	=	60.31		
			removal of existing and installation of new									

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Work Order Title: OHA - 1130 Unit Remodel

Section - 08

85	08 71 11 00 2290		EA	Bath/Bedroom Privacy F02/F19 Mortise LocksetLocked with thumb knob inside.								$5,939.35
					Quantity		Unit Price		Factor		Total	
				Installation	5.00	x	954.71	x	1.2000	=	5,728.26	
				Demolition	7.00	x	25.13	x	1.2000	=	211.09	
				removal of existing and installation of new								
86	08 71 11 00 2294		EA	Entrance F08 Mortise LocksetLocked with key outside and thumb knob inside.								$4,028.14
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	1,110.55	x	1.2000	=	3,997.98	
				Demolition	1.00	x	25.13	x	1.2000	=	30.16	
				for new front doors and one rear door per plans								
87	08 72 33 00 0155		LF	3/8" x 3/16", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko PK33)								$445.68
					Quantity		Unit Price		Factor		Total	
				Installation	60.00	x	3.68	x	1.2000	=	264.96	
				Demolition	60.00	x	2.51	x	1.2000	=	180.72	
				for new front doors and one rear door per plans								
88	08 72 43 00 0011		LF	6" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 272A)								$442.69
					Quantity		Unit Price		Factor		Total	
				Installation	9.00	x	40.99	x	1.2000	=	442.69	
				for new front doors and one rear door per plans								
89	08 72 43 00 0011	0458		For Color Anodized Finish, Add								$19.98
					Quantity		Unit Price		Factor		Total	
				Installation	3.00	x	5.55	x	1.2000	=	19.98	

Subtotal for Section - 08 **$36,198.70**

Section - 09

90	09 05 71 00 0002		SF	5 Mil Tile And Stone Acoustical Underlayment (EasyMat)								$8,787.66
					Quantity		Unit Price		Factor		Total	
				Installation	1,715.00	x	4.27	x	1.2000	=	8,787.66	
				acoustical mat underlayment per plans								
91	09 05 71 00 0005		SF	2 MM Thick Resilient Plank Floor Acoustical Underlayment (Floormuffler)								$2,881.20
					Quantity		Unit Price		Factor		Total	
				Installation	1,715.00	x	1.40	x	1.2000	=	2,881.20	
				closest LI to gypsum sanded floor underlayment per plans								
92	09 22 13 23 0008		SF	25 Gauge, 16" On Center, Installed On Walls, Double-Leg Resilient Channel, RC2 Furring Channel								$4,062.18
					Quantity		Unit Price		Factor		Total	
				Installation	857.00	x	3.95	x	1.2000	=	4,062.18	
				Resilient channel per plans								
93	09 22 13 23 0010		SF	25 Gauge, 16" On Center, Installed On Ceilings, Double-Leg Resilient Channel, RC2 Furring Channel								$9,549.12
					Quantity		Unit Price		Factor		Total	
				Installation	1,715.00	x	4.64	x	1.2000	=	9,549.12	
				Resilient channel per plans								
94	09 22 36 23 0005		SF	3.4 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath								$1,461.60
					Quantity		Unit Price		Factor		Total	
				Installation	350.00	x	2.86	x	1.2000	=	1,201.20	
				Demolition	350.00	x	0.62	x	1.2000	=	260.40	
				For stucco patch back								

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Work Order Title: OHA - 1130 Unit Remodel

Section - 09

95	09 22 36 23 0005	0020		For >100 To 500, Add									$147.00
			Installation	Quantity 350.00	x	Unit Price 0.35	x	Factor 1.2000	=	Total 147.00			
96	09 24 23 00 0002		SF	Scratch/Brown/Finish, Three Coat Troweled StuccoExcludes lath and felt. Interior or exterior, one side.									$4,956.00
			Installation	Quantity 350.00	x	Unit Price 8.94	x	Factor 1.2000	=	Total 3,754.80			
			Demolition	350.00	x	2.86	x	1.2000	=	1,201.20			
			For Stucco patch back										
97	09 24 23 00 0002	0024		For Walls >10' High, Add									$112.32
			Installation	Quantity 120.00	x	Unit Price 0.78	x	Factor 1.2000	=	Total 112.32			
98	09 24 23 00 0002	0031	SF	For Color Added To Finish Coat, Add									$21.60
			Installation	Quantity 120.00	x	Unit Price 0.15	x	Factor 1.2000	=	Total 21.60			
99	09 24 23 00 0002	0037		For >100 To 500, Add									$282.24
			Installation	Quantity 120.00	x	Unit Price 1.96	x	Factor 1.2000	=	Total 282.24			
100	09 29 10 00 0006		SF	5/8" Gypsum Board									$18,768.96
			Installation	Quantity 6,860.00	x	Unit Price 1.69	x	Factor 1.2000	=	Total 13,912.08			
			Demolition	6,860.00	x	0.59	x	1.2000	=	4,856.88			
			for walls and ceilings per plans. First floor ceiling requires 2 layers per plans										
101	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$5,597.76
			Installation	Quantity 6,860.00	x	Unit Price 0.68	x	Factor 1.2000	=	Total 5,597.76			
			for walls										
102	09 29 10 00 0038	0048		For ASTM C840 Level 5 High Quality Finish, Add									$4,116.00
			Installation	Quantity 6,860.00	x	Unit Price 0.50	x	Factor 1.2000	=	Total 4,116.00			
103	09 29 10 00 0041		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board									$1,811.04
			Installation	Quantity 1,715.00	x	Unit Price 0.88	x	Factor 1.2000	=	Total 1,811.04			
			for ceilings										
104	09 29 10 00 0041	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,337.70
			Installation	Quantity 1,715.00	x	Unit Price 0.65	x	Factor 1.2000	=	Total 1,337.70			
105	09 29 10 00 0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board									$2,502.05
			Installation	Quantity 1,556.00	x	Unit Price 1.34	x	Factor 1.2000	=	Total 2,502.05			
			vertical corners @ 8' throughout both floors and windows										
106	09 29 10 00 0044	0048		For ASTM C840 Level 5 High Quality Finish, Add									$1,829.86
			Installation	Quantity 1,556.00	x	Unit Price 0.98	x	Factor 1.2000	=	Total 1,829.86			
107	09 29 10 00 0047		LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board									$2,232.00
			Installation	Quantity 1,200.00	x	Unit Price 1.55	x	Factor 1.2000	=	Total 2,232.00			
			walls and windows										

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Work Order Title: OHA - 1130 Unit Remodel

Section - 09

108	09 29 10 00 0047	0048		For ASTM C840 Level 5 High Quality Finish, Add								$1,641.60
			Installation	Quantity 1,200.00	x	Unit Price 1.14	x	Factor 1.2000	=	Total 1,641.60		
109	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board								$10,262.74
			Installation	Quantity 2,356.00	x	Unit Price 3.63	x	Factor 1.2000	=	Total 10,262.74		
			for walls and windows									
110	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)								$23,687.58
			Installation	Quantity 1,715.00	x	Unit Price 11.51	x	Factor 1.2000	=	Total 23,687.58		
			new flooring throughout per plans									
111	09 91 13 00 0095		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Stucco Walls								$1,444.80
			Installation	Quantity 1,400.00	x	Unit Price 0.86	x	Factor 1.2000	=	Total 1,444.80		
			paint front and side of building for affected areas corner to corner									
112	09 91 13 00 0097		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Stucco Walls								$3,057.60
			Installation	Quantity 1,400.00	x	Unit Price 1.82	x	Factor 1.2000	=	Total 3,057.60		
			paint front and side of building for affected areas corner to corner									
113	09 91 23 00 0067		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls								$5,270.40
			Installation	Quantity 7,200.00	x	Unit Price 0.61	x	Factor 1.2000	=	Total 5,270.40		
			for walls									
114	09 91 23 00 0069		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls								$10,540.80
			Installation	Quantity 7,200.00	x	Unit Price 1.22	x	Factor 1.2000	=	Total 10,540.80		
			for walls									
115	09 91 23 00 0161		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$1,461.18
			Installation	Quantity 1,715.00	x	Unit Price 0.71	x	Factor 1.2000	=	Total 1,461.18		
			for ceilings									
116	09 91 23 00 0163		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling								$2,675.40
			Installation	Quantity 1,715.00	x	Unit Price 1.30	x	Factor 1.2000	=	Total 2,675.40		
			for ceilings									
117	09 91 23 00 0252		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Door Frame And Trim								$0.00
			Installation	Quantity 0.00	x	Unit Price 0.93	x	Factor 1.2000	=	Total 0.00		
			15 total doors. 40 LF of trim per door									
118	09 91 23 00 0254		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Door Frame And Trime								$0.00
			Installation	Quantity 0.00	x	Unit Price 2.02	x	Factor 1.2000	=	Total 0.00		
			15 total doors. 40 LF of trim per door									
119	09 91 23 00 0275		EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
			Installation	Quantity 0.00	x	Unit Price 76.57	x	Factor 1.2000	=	Total 0.00		
			8 doors on first floor 7 doors on second floor									

Contractor's Price Proposal - Detail Continues..

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Work Order Title: OHA - 1130 Unit Remodel

Section - 09

120	09 91 23 00 0277	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door								$0.00
				Quantity		Unit Price		Factor		Total	
			Installation	0.00	x	138.02	x	1.2000	=	0.00	
			8 doors on first floor 7 doors on second floor								
121	09 91 23 00 0307	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$192.00
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	1.25	x	1.2000	=	192.00	
			8 windows with 128 LF of trim								
122	09 91 23 00 0309	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Window Frame And Trim								$416.26
				Quantity		Unit Price		Factor		Total	
			Installation	128.00	x	2.71	x	1.2000	=	416.26	
			8 windows with 128 LF of trim								
123	09 91 23 00 0350	LF	1 Coat Primer, Brush Work, Paint Interior Wood Trim To 6" Wide								$576.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	0.64	x	1.2000	=	576.00	
			750 LF of baseboards								
124	09 91 23 00 0352	LF	2 Coats Paint, Brush Work, Paint Interior Wood Trim To 6" Wide								$1,305.00
				Quantity		Unit Price		Factor		Total	
			Installation	750.00	x	1.45	x	1.2000	=	1,305.00	
			750 LF of baseboards								

Subtotal for Section - 09 **$132,987.65**

Section - 10

125	10 14 53 11 0078	EA	18" x 24" Reflective Polyethylene Traffic Sign								$165.61
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	138.01	x	1.2000	=	165.61	
			ADA parking sign								
126	10 14 53 11 0198	EA	Single Bracket And Post Cap For Street Sign								$29.02
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	24.18	x	1.2000	=	29.02	
			ADA parking sign								
127	10 14 53 11 0213	EA	8' Galvanized Steel U-Channel Sign Post								$165.00
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	137.50	x	1.2000	=	165.00	
			ADA parking sign								
128	10 14 53 11 0278	EA	2-3/8" Diameter, Galvanized, Flat Traffic Sign Post Cap (EC-2)								$26.24
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	21.87	x	1.2000	=	26.24	
			ADA parking sign								
129	10 28 13 13 0045	EA	Single Roll, Surface Mounted, Stainless Steel, Satin Finish, Toilet Tissue Dispenser (Bobrick B-6857)								$308.30
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	105.85	x	1.2000	=	254.04	
			Demolition	2.00	x	22.61	x	1.2000	=	54.26	
			per plans								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 10

130	10 28 13 13 0170		EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)									$401.44
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	111.51	x	1.2000	=	401.44		
				per plans									
131	10 28 13 13 0170	0148		For Peened Grip, Add									$24.73
					Quantity		Unit Price		Factor		Total		
				Installation	3.00	x	6.87	x	1.2000	=	24.73		
132	10 28 13 13 0171		EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)									$136.87
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	114.06	x	1.2000	=	136.87		
				per plans									
133	10 28 13 13 0171	0148		For Peened Grip, Add									$8.52
					Quantity		Unit Price		Factor		Total		
				Installation	1.00	x	7.10	x	1.2000	=	8.52		
134	10 28 13 13 0217		EA	Telescoping 60" To 72" Length, 20-Gauge, 1" Diameter, Stainless Steel Curved Shower Rod With Concealed Mounting (Kohler Expanse K-9349)									$389.23
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	139.57	x	1.2000	=	334.97		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
135	10 28 13 13 0322		EA	24" Length, 3/4" Diameter, Stainless Steel Towel Bar (Bobrick B-674)									$333.74
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	116.45	x	1.2000	=	279.48		
				Demolition	2.00	x	22.61	x	1.2000	=	54.26		
				per plans									
136	10 28 13 13 0390		EA	20" x 26", Surface Mounted, Aluminum Medicine Cabinet (Kohler K-CB)									$1,707.62
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	661.27	x	1.2000	=	1,587.05		
				Demolition	2.00	x	50.24	x	1.2000	=	120.58		
				per plans									

Subtotal for Section - 10 **$3,696.32**

Section - 11

137	11 30 13 13 0015		EA	30" Venting Range Hood (Broan 40000)									$717.65
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.45	x	1.2000	=	637.08		
				Demolition	1.00	x	67.14	x	1.2000	=	80.57		
				removal of existing and installation of 2 new									

Subtotal for Section - 11 **$717.65**

Section - 12

138	12 36 61 19 0005		SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash									$12,198.00
					Quantity		Unit Price		Factor		Total		
				Installation	65.00	x	142.53	x	1.2000	=	11,117.34		
				Demolition	35.00	x	25.73	x	1.2000	=	1,080.66		
				kitchen countertops									

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 12

139	12 36 61 19 0006	LF	Quartz Agglomerate Countertop End Splash For Quartz Agglomerate Countertops										$101.54
				Quantity		Unit Price		Factor		Total			
			Installation	4.00	x	19.02	x	1.2000	=	91.30			
			Demolition	2.00	x	4.27	x	1.2000	=	10.25			
			for end where fridges meet										
140	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop										$361.73
				Quantity		Unit Price		Factor		Total			
			Installation	2.00	x	150.72	x	1.2000	=	361.73			
			2 kitchen sinks										

Subtotal for Section - 12 **$12,661.27**

Section - 22

141	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair										$335.04
				Quantity		Unit Price		Factor		Total			
			Installation	10.00	x	27.92	x	1.2000	=	335.04			
			replace supply lines in kitchens and bathrooms										
142	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line										$289.97
				Quantity		Unit Price		Factor		Total			
			Installation	4.00	x	60.41	x	1.2000	=	289.97			
			new drain lines										
143	22 11 16 00 0003	LF	3/4" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting AssemblyIncludes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.										$13,959.60
				Quantity		Unit Price		Factor		Total			
			Installation	500.00	x	21.55	x	1.2000	=	12,930.00			
			Demolition	200.00	x	4.29	x	1.2000	=	1,029.60			
			gas line piping										
144	22 11 16 00 0003	0304	For Work In Restricted Working Space, Add										$1,010.40
				Quantity		Unit Price		Factor		Total			
			Installation	200.00	x	4.21	x	1.2000	=	1,010.40			
145	22 11 16 00 0901	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.										$32,443.80
				Quantity		Unit Price		Factor		Total			
			Installation	950.00	x	25.99	x	1.2000	=	29,628.60			
			Demolition	600.00	x	3.91	x	1.2000	=	2,815.20			
			water line copper piping										
146	22 11 16 00 0901	0315	For Work In Restricted Working Space, Add										$1,384.80
				Quantity		Unit Price		Factor		Total			
			Installation	200.00	x	5.77	x	1.2000	=	1,384.80			
147	22 12 23 13 0002	EA	80 Gallon ASME Rated Tank, 150PSI, Jacketed, Insulated, Glass Lined Water Heater Storage Tank (TJ-80A)										$479.41
				Quantity		Unit Price		Factor		Total			
			Installation	0.00	x	2,554.73	x	1.2000	=	0.00			
			Demolition	1.00	x	399.51	x	1.2000	=	479.41			
			removal of existing water heater										

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 22

148	22 13 16 00 0518		LF	4" Aboveground 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.									$48,884.70
					Quantity		Unit Price		Factor		Total		
				Installation	750.00	x	51.46	x	1.2000	=	46,314.00		
				Demolition	275.00	x	7.79	x	1.2000	=	2,570.70		
				new Sewer and vent piping									
149	22 13 16 00 0518	0304		For Work In Restricted Working Space, Add									$2,175.00
					Quantity		Unit Price		Factor		Total		
				Installation	250.00	x	7.25	x	1.2000	=	2,175.00		
150	22 34 13 00 0011		EA	7.4 GPM, Outdoor Mount, Instantaneous, Tankless, Gas Domestic Water Heater (Rheem RTG-74XN)									$10,037.42
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	4,182.26	x	1.2000	=	10,037.42		
				installation of 2 new water heaters									
151	22 41 16 16 0003		EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)									$1,768.56
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	683.46	x	1.2000	=	1,640.30		
				Demolition	1.00	x	106.88	x	1.2000	=	128.26		
				removal of existing and installation of new.									
152	22 41 39 00 0006		EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)									$565.87
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	210.81	x	1.2000	=	505.94		
				Demolition	1.00	x	49.94	x	1.2000	=	59.93		
				removal of existing and installation of new.									
153	22 42 13 13 0026		EA	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Floor Mounted, Back Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Yorkville™ ADA)									$2,811.37
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	1,119.47	x	1.2000	=	2,686.73		
				Demolition	1.00	x	103.87	x	1.2000	=	124.64		
				remove existing and install new ADA toilet									
154	22 42 16 13 0009		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard Wheel Chair Users)									$1,701.89
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	675.66	x	1.2000	=	1,621.58		
				Demolition	1.00	x	66.92	x	1.2000	=	80.30		
				remove existing and install new ADA sink, faucet, and drain cover.									
155	22 42 19 00 0027		EA	3 Piece Tub/Shower Surrounds, 32" x 72" Side Walls, 48" x 72" Back, (Swanstone SK-324872)									$8,454.49
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,363.24	x	1.2000	=	8,071.78		
				Demolition	1.00	x	318.93	x	1.2000	=	382.72		
				new tub/shower for bathrooms									
156	22 42 39 00 0042		EA	Single Supply EcoPower® Faucet, Polished Chrome Finish (Toto TEL3LS10#CP)									$1,885.78
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	785.74	x	1.2000	=	1,885.78		
				ADA sink, faucet, and drain cover.									

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 22

157	22 42 39 00 0064		EA	Three Lever Handle, Chrome Shower And Tub Filler (American Standard Colony Soft 3375.502)									$741.02
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	265.41	x	1.2000	=	636.98		
				Demolition	2.00	x	43.35	x	1.2000	=	104.04		
				per plans									
158	22 42 39 00 0064	0147	EA	For Faucet With Metal Cross Handles, Add									$109.80
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	45.75	x	1.2000	=	109.80		
159	22 42 39 00 0211		EA	Lavatory Protective Enclosure (IPS Truebro Lav Shield)									$390.86
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	162.86	x	1.2000	=	390.86		
				drain cover for ADA kitchen and bathroom sink									
160	22 42 39 00 0218		EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)									$680.78
					Quantity		Unit Price		Factor		Total		
				Installation	10.00	x	48.34	x	1.2000	=	580.08		
				Demolition	8.00	x	10.49	x	1.2000	=	100.70		
				new angle stops installed in bathrooms and kitchens									

Subtotal for Section - 22 **$130,110.56**

Section - 23

161	23 09 23 53 0284		EA	Scheduling Program, HVAC (AHU, RTU, AC Units, Etcetera) Programming Measures									$8,755.06
					Quantity		Unit Price		Factor		Total		
				Installation	2.00	x	3,647.94	x	1.2000	=	8,755.06		
				required setup, balancing, and charging for new system									
162	23 31 13 16 0063		EA	4" Diameter, 26 Gauge, Seal Class C, Galvanized Sheet Metal Round And Flat-Oval Connector									$3,117.60
					Quantity		Unit Price		Factor		Total		
				Installation	150.00	x	17.32	x	1.2000	=	3,117.60		
				exhaust ducting per plans									
163	23 33 13 13 0006		EA	12" Diameter Radial Opposed Blade Damper Round, Steel Construction, Manual Operated									$696.79
					Quantity		Unit Price		Factor		Total		
				Installation	4.00	x	142.13	x	1.2000	=	682.22		
				Demolition	1.00	x	12.14	x	1.2000	=	14.57		
				HVAC per plans									
164	23 33 46 00 0008		LF	12" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket									$12,610.20
					Quantity		Unit Price		Factor		Total		
				Installation	450.00	x	21.28	x	1.2000	=	11,491.20		
				Demolition	250.00	x	3.73	x	1.2000	=	1,119.00		
				HVAC per plans - exhaust ducting									
165	23 33 46 00 0020		EA	12" Diameter Flexible Duct Collar, Spin In Type, Sheet Metal, With Damper									$739.63
					Quantity		Unit Price		Factor		Total		
				Installation	6.00	x	98.06	x	1.2000	=	706.03		
				Demolition	2.00	x	14.00	x	1.2000	=	33.60		
				HVAC per plans									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 23

166	23 34 16 00 0272	EA	109 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L100MG)									$2,212.13
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	451.74	x	1.2000	=	2,168.35		
			Demolition	1.00	x	36.48	x	1.2000	=	43.78		
			Laundry room and bathroom exhaust fan per plans									
167	23 54 16 13 0007	EA	120 MBH, 2,000 CFM Up/Horizontal Flow Multi-Speed, Two Stage 96% AFUE Gas FurnaceBlower cooling capacity up to 5 tons.									$15,925.85
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	2,628.44	x	1.2000	=	15,770.64		
			Demolition	1.00	x	129.34	x	1.2000	=	155.21		
			per plans. wall mounted furnaces									

Subtotal for Section - 23 **$44,057.26**

Section - 26

168	26 01 20 91 0002	EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).									$590.94
				Quantity		Unit Price		Factor		Total		
			Installation	15.00	x	32.83	x	1.2000	=	590.94		
			LOTO of existing circuits									
169	26 05 19 16 0402	MLF	#12 AWG, 3 Conductors, 600 Volt, Type NM, Copper, Non-Metallic Sheathed Cable									$24,763.20
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	4,127.20	x	1.2000	=	24,763.20		
			for new electrical runs per plans									
170	26 05 19 16 0402 0377		For Installation In Wood Stud Wall (Includes Drilling), Add									$1,795.14
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	299.19	x	1.2000	=	1,795.14		
171	26 09 23 00 0144	EA	Wall Switch Replacement Occupancy Sensor, Single GangIncludes integral occupancy sensor and relay.									$1,483.80
				Quantity		Unit Price		Factor		Total		
			Installation	10.00	x	123.65	x	1.2000	=	1,483.80		
			per plans									
172	26 09 23 00 0270	EA	Passive Infrared, Wall Switch Mounted, Wired Occupancy Sensor (Encelium PW-100-24)Excludes GB II cable.									$725.28
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	302.20	x	1.2000	=	725.28		
			for bathrooms									
173	26 24 13 00 0213	EA	800 Amperes, 480 Volt, 4 Wire, Switchboard Incoming No Switch Circuit									$6,313.51
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	4,436.97	x	1.2000	=	5,324.36		
			Demolition	1.00	x	824.29	x	1.2000	=	989.15		
			for new main panel to new units subpanels									
174	26 24 16 00 0470	EA	200 Ampere Rating, Main Breaker, Indoor, 42 Circuit, 4 Wire, 120/208 Volt, Assembled Panelboard With 20 Ampere, 1 Pole Plug-In Breakers									$8,743.93
				Quantity		Unit Price		Factor		Total		
			Installation	2.00	x	3,188.30	x	1.2000	=	7,651.92		
			Demolition	1.00	x	910.01	x	1.2000	=	1,092.01		
			1 new sub panel for each unit									

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 26

175	26 27 13 00 0125	EA	Single Phase M-90 Meter, Socket, NEMA 3R Enclosure										$8,033.33
				Quantity		Unit Price		Factor		Total			
			Installation	6.00	x	1,070.24	x	1.2000	=	7,705.73			
			Demolition	5.00	x	54.60	x	1.2000	=	327.60			
			installation of new meters for building										
176	26 27 26 00 0009	EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly										$5,103.00
				Quantity		Unit Price		Factor		Total			
			Installation	35.00	x	101.74	x	1.2000	=	4,273.08			
			Demolition	20.00	x	34.58	x	1.2000	=	829.92			
			All new GFI outlets throughout per clients request										
177	26 27 26 00 0125	EA	20 Amperes, 125 Volt Single Specification Grade Tamper Resistant ReceptaclePass & Seymour TR5351.										$2,554.46
				Quantity		Unit Price		Factor		Total			
			Installation	44.00	x	39.28	x	1.2000	=	2,073.98			
			Demolition	44.00	x	9.10	x	1.2000	=	480.48			
			all new outlets throughout per clients request										
178	26 27 26 00 0138	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly										$3,774.00
				Quantity		Unit Price		Factor		Total			
			Installation	25.00	x	91.22	x	1.2000	=	2,736.60			
			Demolition	25.00	x	34.58	x	1.2000	=	1,037.40			
			25 switches total in both units										
179	26 51 19 00 0269	EA	2' x 2', 4,000 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia 2RTX2)										$7,035.98
				Quantity		Unit Price		Factor		Total			
			Installation	24.00	x	212.03	x	1.2000	=	6,106.46			
			Demolition	20.00	x	38.73	x	1.2000	=	929.52			
			new LED lights throughout										
180	26 51 19 00 0477	EA	2-1/2" Diameter x 15-1/2" High, Polished Nickel, LED Wall Sconce (Hudson Valley Lighting SHAW 1200-PN)										$1,281.65
				Quantity		Unit Price		Factor		Total			
			Installation	2.00	x	497.62	x	1.2000	=	1,194.29			
			Demolition	2.00	x	36.40	x	1.2000	=	87.36			
			2 new wall sconces per plans in bathrooms										

Subtotal for Section - 26 **$72,198.22**

Section - 31

181	31 05 16 00 0002	CY	#2 Stone Aggregate Fill (1-1/2" To 2-1/2" Clean)										$1,650.60
				Quantity		Unit Price		Factor		Total			
			Installation	25.00	x	55.02	x	1.2000	=	1,650.60			
			4" deep, 200 LF, 2' wide base for backfill for trenching. 20 CY for footings, and slabs										
182	31 05 16 00 0002	0053	For Up To 8, Add										$66.00
				Quantity		Unit Price		Factor		Total			
			Installation	5.00	x	11.00	x	1.2000	=	66.00			
183	31 11 00 00 0010	ACR	Clearing By Machine - Light Brush Without Grub										$202.36
				Quantity		Unit Price		Factor		Total			
			Installation	0.50	x	337.26	x	1.2000	=	202.36			
			clear out weeds in back yard										
184	31 11 00 00 0019	CY	Hand Loading Of Cleared And Grubbed Material										$976.32
				Quantity		Unit Price		Factor		Total			
			Installation	20.00	x	40.68	x	1.2000	=	976.32			
			clear out weeds in back yard										

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 31

185	31 23 16 13 0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.									$4,027.50
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	134.25	x	1.2000	=	4,027.50		
			20" deep, 200 LF, 2' wide									
186	31 23 16 13 0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand									$1,118.70
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	37.29	x	1.2000	=	1,118.70		
			20" deep, 200 LF, 2' wide									
187	31 23 16 13 0014	CY	Compaction of Fill or Subbase for Trenches by Hand									$1,262.10
				Quantity		Unit Price		Factor		Total		
			Installation	25.00	x	42.07	x	1.2000	=	1,262.10		
			20" deep, 200 LF, 2' wide									
188	31 23 16 36 0009	CY	Excavation For Building Foundations And Other Structures By Hand in Soil									$7,249.50
				Quantity		Unit Price		Factor		Total		
			Installation	45.00	x	134.25	x	1.2000	=	7,249.50		
			for footings									
189	31 23 16 36 0019	CY	Backfilling Around Building Foundations And Other Structures By Hand									$1,534.32
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	63.93	x	1.2000	=	1,534.32		
			for footings									
190	31 23 16 36 0022	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand									$2,271.24
				Quantity		Unit Price		Factor		Total		
			Installation	45.00	x	42.06	x	1.2000	=	2,271.24		
			for footings									

Subtotal for Section - 31 **$20,358.64**

Section - 32

191	32 16 13 13 0016	LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Straight									$225.96
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	25.83	x	1.2000	=	154.98		
			Demolition	5.00	x	11.83	x	1.2000	=	70.98		
			for parking lot ADA modifications									
192	32 16 13 13 0016 0077	MOD	For Up To 20, Add									$105.42
				Quantity		Unit Price		Factor		Total		
			Installation	5.00	x	17.57	x	1.2000	=	105.42		
193	32 16 23 00 0002	SF	4" Cast In Place Concrete Sidewalk									$212.16
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	8.84	x	1.2000	=	212.16		
			for parking lot ADA modifications									
194	32 16 23 00 0002 0094		For Up To 100, Add									$92.16
				Quantity		Unit Price		Factor		Total		
			Installation	20.00	x	3.84	x	1.2000	=	92.16		
195	32 16 23 00 0008	EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.									$167.12
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	139.27	x	1.2000	=	167.12		
			for parking lot ADA modifications									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 124236.00
Work Order Title: OHA - 1130 Unit Remodel

Section - 32

196	32 17 23 13 0074	SF	Solid Area, Painted Pavement Marking For Parking AreasUse task for lines >12" wide, stop bars, transverse lines, diagonal lines, crossing lanes, etc.								$102.48
				Quantity		Unit Price		Factor		Total	
			Installation	20.00	x	4.27	x	1.2000	=	102.48	
			for parking lot ADA modifications								
197	32 17 23 13 0088	EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.								$52.66
				Quantity		Unit Price		Factor		Total	
			Installation	1.00	x	43.88	x	1.2000	=	52.66	
			for parking lot ADA modifications								
198	32 17 26 00 0003	SF	Embedded, VPC Truncated Dome Detectable Warning SurfaceAlso raised strips or directional bars. All colors.								$650.04
				Quantity		Unit Price		Factor		Total	
			Installation	10.00	x	54.17	x	1.2000	=	650.04	
			new truncated domes per								
199	32 31 13 13 0010	VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil								$80.75
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	22.43	x	1.2000	=	80.75	
			ADA parking sign								
200	32 31 13 13 0027	VLF	12" Diameter, Concrete Fill For Post Hole								$89.28
				Quantity		Unit Price		Factor		Total	
			Installation	3.00	x	24.80	x	1.2000	=	89.28	
			ADA parking sign								

Subtotal for Section - 32 **$1,778.03**

Proposal Total **$604,505.00**

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: January 09, 2024

Re:

IQC Master Contract #:	CA-R7-GB-101723-MDJ
Work Order #:	124236.00
Owner PO #:	
Title:	OHA - 1130 Unit Remodel
Contractor:	MDJ Management
Proposal Value:	$604,505.00

Name of Contractor	Duties	Amount	%
Refined Construction		$520,000.00	86.02

General Conditions for Construction Contracts - Public Housing Programs

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

Applicability. This form is applicable to any construction/development contract greater than $250,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. 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.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, Schedule engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA 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 by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with 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 the contract is performed.

20. Inspection and Acceptance of

(a) Definitions. As used in this clause -

(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction** PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

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

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ _____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. 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 PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall 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, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(d) The Contractor/Seller shall, 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, or national origin.
(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance 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.

(i)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 in cluding 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.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(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.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public 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.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Acts Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, 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 (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, 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.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or 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. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $27 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 subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp

(3) 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 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 subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal 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 exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. 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.

( ) 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.

ACCESSIBILITY REMODEL PROJECT AT COLONIA PUBLIC HOUSING SITE

Emilio Ramirez, Director
Housing Department

City Council
February 6, 2024

CITY OF OXNARD CALIFORNIA

BACKGROUND

1. Multiphase conversion project to bring the Housing Authority of the City of Oxnard into compliance with Section 504 of the American Disabilities Act
2. Demolition at Colonia Village resulted in loss of 44 accessible units
3. Location of proposed project: Colonia Public Housing Site
4. Existing two-story, five-bedroom and four-bedroom units will be converted into two units. One will be an accessible and the other will be a regular unit
5. Project included in Capital Fund Program Five-Year Action Plan

31-3 Juanita, Colonia, Marquita and Gloria

RECOMMENDATIONS

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Approve and authorize the Housing Director to execute a firm-fixed price contract in the amount of $2,418,020 with MDJ Management (agreement number A-8544) using funds from the Housing Authority of the City of Oxnard's Central Office Cost Center and the 2024 Capital Fund grant after the adoption of the Capital Fund Budget and Capital Fund Five Year Action Plan, for properties located at 1040, 1070-C, 1100-B, 1130 E. Colonia Road; and

2. Authorize the Housing Director to execute the work order(s) for work to be performed.

End of Presentation