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

October 29, 2024

Closed Session - 4:30 PM

Appointment Items - 5:00 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: 821 7978 7611
3. Passcode: 268057

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.

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)

c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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.

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: City of Oxnard v. Fox Canyon Groundwater Management Agency
Ventura County Superior Court, Case No. 201900536759CUMC
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
Name of case: People of the State of California v. Rastegar
Ventura County Superior Court, Case No. 201900536729CUMC
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department
SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report.
RECOMMENDATION: That the City Council receive the OCVB Fiscal Year 23-24 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau Vice President of Marketing & Communications, Brittney Hendricks.)
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

2. City Manager Department
SUBJECT: Presentation by Community Action of Ventura County (CAVC).
RECOMMENDATION: That the City Council receive an update on CAVC services and including the Low Income Household Water Assistance Program (LIHWAP).
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

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

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating November 11, 2024 as "Veterans Day."

2. SUBJECT: Presentation by Oxnard-Ocotlan Sister Cities Committee of Visitation.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of October 1, 2024, regular meeting as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805

2. Finance Department
SUBJECT: Monthly Investment Report as of September 30, 2024.
RECOMMENDATION: This is an information item for the City Council to receive and file.
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

3. City Manager Department
SUBJECT: Public Project Agreement 32500211 with Square Signs, LLC for the Gateway Monument Project, Specification No. CM 24-05.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $315,720.15 in Project funds for the Gateway Monument Project, Specification No. CM 24-05;
2. The Mayor to execute an Agreement with Square Signs, LLC in the amount of $263,100.15 for the Project;
3. A Project contingency amount of $26,310 (10%) with Square Signs, LLC for a total not to exceed value of $289,410.15 for the Project;
4. A Project allocation amount of $26,310 for engineering, inspection, survey and project management for the project; and
5. A budget appropriation, and corresponding transfer in revenue, in the Capital Outlay Fund (301), in the total amount of $315,720.15, funded from existing General Fund (101) FY2024-25 appropriation.

This item did not originate in Committee as this is one of the four gateway monument signs approved by City Council in June 2023.
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

4. City Manager Department
SUBJECT: Public Project Agreement 32500212 with Square Signs, LLC for the Citywide Wayfinding Sign Program Specification No. CM 24-132.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $608,169.13 in Project funds for the Citywide Wayfinding Sign Program Project Specification No. CM 24-132;
2. The Mayor to Execute an Agreement with Square Signs, LLC in the amount of $506,807.61 for the Project;
3. A Project contingency amount of $50,680.76 (10%) with Square Signs, LLC for a total not to exceed value of $557,488.37 for the Project; and
4. A Project allocation amount of $50,680.76 for engineering, inspection, survey and project management for the Project.

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.
Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

5. Public Works Department
SUBJECT: Agreement 32500151 with Filippin Engineering, Inc. for Construction Management Services for Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Filippin Engineering, Inc. in the amount of $415,947.64 with a term from November 1, 2024, to June 30, 2026, for construction management services for Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Annual Purchase Orders with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Badger Meter, Inc. for a total amount not to exceed value of $975,000 through June 30, 2029, for the supply of Advanced Metering Infrastructure (AMI) Capable Water Meters.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Amend Department-Wide Blanket Purchase Orders for a Not to Exceed (NTE) Amount Greater than $200,000 Each.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to amend purchase orders, consistent with the City’s purchasing requirements, with the following vendors:

1. Allstar Fire Equipment Co. for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025;
2. Amazon.com Services LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025;
3. Applied Industrial Technologies for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025;
4. Bauer Compressors, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
5. Grainger, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through

June 30, 2025;
6. Hach Company for an additional $135,000 for a new not to exceed amount of $285,000 through June 30, 2025;
7. Home Depot U.S.A., Inc. for an additional $200,000 for a new not to exceed amount of $400,000 through June 30, 2025;
8. L.N. Curtis & Sons for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
9. Lowes for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
10. O'Reilly for an additional $50,000 for a new not to exceed amount of $250,000 through June 30, 2025;
11. Office Depot, Inc. for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025;
12. Sunbelt Rentals, Inc. for an additional $125,000 for a new not to exceed amount of $325,000 through June 30, 2025;
13. Ventura County Auto Supply (NAPA) for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025; and
14. Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Agreement 32500106 with UniFirst Corporation for Uniform Rental and Laundry Services for Public Works.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with UniFirst Corporation for an initial three-year term from November 1, 2024, to October 31, 2027, with the option for two consecutive one-year period extensions ending October 31, 2029, for a total amount not to exceed $1,090,000 for uniform rental and laundry services for various City Departments utilizing Sourcewell contract #011124-UFC.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

9. Housing Department
SUBJECT: MNS Engineers Inc. Labor and Environmental Compliance Agreement.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement Number 32500194 with MNS Engineers, Inc., with a term from October 30, 2024, to December 31, 2025, with a not to exceed amount of $343,739.00, for labor and environmental compliance services.

(This item did not originate in committee.)
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

M. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement 32500182 with Security Paving Company, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total amount of $80,349,567.20 in Project funds for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47; and
2. The Mayor to Execute an Agreement with Security Paving Company, Inc. in the amount of $76,523,397.20 and a Project contingency amount of $3,826,170 (5%) with Security Paving Company, Inc. for a total not to exceed value of $80,349,567.20 for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8-rbV6a8F5g
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreement 32500217 with MNS Engineers, Inc. for Construction Management Services for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with MNS Engineers, Inc. in the amount of $12,298,039.51 with a term from October 29, 2024, to October 29, 2029, for construction management services for Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

(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/SOuJzLezCV4
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Seventh Amendment to Agreement A-8094 with HDR, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Seventh Amendment with HDR, Inc. in the amount of $1,938,398.28, for a new not to exceed contract value of $11,816,253.53 to perform engineering design support during construction for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

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

4. Community Development Department
SUBJECT: Planning and Zoning Permit No. 24-600-02 (Pre-Application); Pre-Application Review of the Harrison Avenue Apartments Project, Located at 145-155 Harrison Avenue. (20 minutes)
RECOMMENDATION: That the City Council review and provide preliminary comments on a pre-application for a General Plan Amendment, Zone Change, Special Use Permit, Density Bonus, and Lot Merger to allow for the construction of a 100-unit all-affordable apartment project.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/cFgZG-4NqjU
Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

5. Community Development Department
SUBJECT: Grant of Easement to Southern California Edison on a portion of city-owned property located at 1101 Viewpoint Drive. (10 minutes)
RECOMMENDATION: That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. Grant an easement to Southern California Edison (SCE), consistent with Exhibit A and Exhibit B, and for the purposes stated in such; and
3. Authorize the Mayor to sign the Grant of Easement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fjWeHnpgI3w
Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

N. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1

DATE: October 29, 2024

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report.

RECOMMENDATION

That the City Council receive the OCVB Fiscal Year 23-24 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau Vice President of Marketing & Communications, Brittney Hendricks.)

BACKGROUND

The City of Oxnard contracts with the Oxnard Convention and Visitors Bureau ("OCVB") to market the Oxnard area to attract more visitors and tourists. This report, as required under Agreement No.A-8142, was prepared by OCVB, in conjunction with the City, and serves as the Annual Report for FY 23-24.

OCVB was initially formed in May 1974 as a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard ("City") by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB's mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel. To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus, Ventura County Coast, Central Coast Tourism Council, and Visit California to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB's efforts. OCVB's stated goals include continuing to provide connectivity between visitor sectors.

OCVB entered a new five year Agreement (Agreement No. 32400300) with the City of Oxnard effective July 1, 2024.

DISCUSSION

Visit Oxnard is the community marketing agency committed to telling the city's integrated brand story. Allowing for strengthened partnerships, driving new revenue and enhancing Oxnard's overall vibrancy through powerful storytelling that unite neighborhoods, businesses and individual voices to bring Oxnard to life and giving potential travelers the reason to visit Oxnard. Visit Oxnard's strategy is in line with industry standards, most closely mirroring the strategy set forth by Visit California. As a destination marketing organization (DMO), OCVB's goal is to drive tourism at the higher funnel inspiration layer, keeping Oxnard top of mind among familiar travelers, while inspiring consideration from new active travel intenders. Engagement key performance indicators (KPIs) like impressions, click-through-rate, sessions and time on site all feed into this awareness funnel. This higher funnel drives interest, which feeds into the lower transaction funnel or conversion layer, which is what drives destination-specific bookings.

OCVB's mission is to drive tourism and overnight visitation by:

1) Building awareness of Oxnard,
2) Improving the perception of Oxnard to residents/visitors, and
3) Growing our audience.

These three high funnel/top layer activities inspire transactions.

Consistent with A-8142, this report serves as the OCVB Annual Report for FY 23-24. Exhibit A of that agreement defines performance measures. These include:

a. Serve as the City's official tourism agency.
b. Develop a comprehensive marketing program.
c. Participate in activities related to the branding of the City.

One of OCVB's key performance indicators, and the foremost method for tracking success, is through hotel statistics. However, due to an industry-wide flattening of demand and reduced discretionary spending as a result of inflation, Oxnard is experiencing rates and occupancies that are down from the prior year, although Oxnard continues to lead Ventura County on Average Daily Rate and Revenue Per Available Room.

FY 23-24 hotel statistics, are as follows:

- FY 23-24 Average Daily Rate is at $169.34, which is down 5.1% from $178.53 the previous fiscal year
- FY 23-24 Average Occupancy is at 60.83%, down 6.79% from 67.62% the previous fiscal year

According to the 2023 Economic Impact of Travel in California report prepared by Dean Runyan Associates, direct travel spending in Ventura County increased by 2.2% in calendar year 2023 to $1.876 billion, the highest on record.

Four new hotel properties are in various stages of approvals and construction in Oxnard. These hotels will increase the available hotel rooms by 540 units, a 47% increase in available hotel rooms.

- RiverPark Townplace Suites: under construction; 121 rooms; expected to open by early 2025.
- RiverPark Springhill Suites: under construction; 121 rooms;expected to open in late 2025.
- Tru Hilton: under construction; 88 rooms; estimated to open in late 2025
- Hyatt House: in permit review with the County; 210 rooms; estimated to open in 2027.

Other Stats (FY 23-24)

1. OCVB continues to have a strong social media presence with more than 72.1k combined followers (up from 64.5k in last year's report) across Facebook and Instagram, plus 4,934 followers and subscribers (up from 4,041 in last year's report) across Twitter, YouTube, Spotify, Pinterest, LinkedIn and TikTok. Social media has been instrumental in driving community relationships, increasing destination awareness and improving perception.

2. OCVB participates in a Visit California Localhood program titled CA NOW Travel Stories, generating content that is distributed on the Visit California website and on Google's search pages. This past fiscal year, OCVB had 7,264 total story views in the Localhood program with over 3 million Google impressions, a 61.2% interaction rate and a 34.8% completion rate.

3. OCVB compounds its social media reach by working with influencers. This past year, Visit Oxnard has worked with travel and foodie influencers including: The National Park Travelers (733k followers), Tastemade (6.7 million followers), and The Chronic Explorer (101k followers), Somos Cowboys (58.9k followers), and Cowboys Can Fan (16.2k followers).

4. OCVB's robust public relations strategy has, since July 1, 2023, resulted in earned coverage with top outlets including CNTraveler.com, AFAR.com, PureWow, aol.com, TorontoStar.com, DMagazine.com, OC Register, LA Daily News, LATimes.com, NBCLosAngeles.com, 10Best.com, SheBuysTravel.com, PacificSurfliner.com, VisitCalifornia.com, TriCountySentry.com, Pasadena Magazine, Smart Meetings Magazine, VC Star, VC Reporter and more. Broadcast and radio interviews/coverage on Good Morning America, KTLA 5 News, KEYT News, Spectrum News, KSBY, The Mambo in the Morning Show, The Super Cowboy Show and more.

5. The OCVB general tourism e-newsletter has 10,985 e-subscribers with up to a 58% average open rate (industry average is 20.4%). This e-newsletter is circulated at least bi-monthly to drive awareness to Oxnard's latest hospitality news, seasonal articles and tourism business offerings.

6. Compared to FY 22/23, the metric for visitoxnard.com website users decreased by 8.7% to 494,687 users. Sessions decreased by 9.5% to 625,435 sessions, and pageviews were down 5.8% to 1,036,562 pageviews. This decrease in website engagement is largely due to substantial increases in cost per impression for paid media, with additional difficulties in accurately comparing year-over-year data with data collection shifting over to Google Analytics 4. Despite these slight downticks in overall viewership metrics, qualitative engagement is up with a 3% uptick in pages per session to 1.66 and a 44% increase in session duration to 2:10 minutes per page. This means that the traffic coming to the OCVB website is more highly engaged, which is believed to be a result of improved audience targeting and content updates that have been made throughout the year. The top 10 geographic referrals to visitoxnard.com during FY 23/24 were Los Angeles, Oxnard, San Jose, Dallas, Ventura, San Diego, Thousand Oaks, Tijuana, Las Vegas and Camarillo.

7. Over the past year OCVB optimized 8 webpages and moved toward a search engine optimization method of seeking qualitative Google ranking improvements by prioritizing high impact keywords, with +81 high priority keyword net ranking improvements as a result of webpage optimizations made. OCVB also added the following pages on their website: Channel Islands Harbor; Winter in Oxnard; Spring in Oxnard; Whale Watching; Channel Islands National Park; and Live Weekly Events, in addition to content updates across many blogs, directory listings and landing pages sitewide.

8. OCVB engaged in paid media programming through marketing agency Madden Media (campaign dates July 1, 2023 through June 30, 2024), resulting in omni-channel media placements meeting the following performance metrics: Google SEM/RLSA (leisure focused) 47,169 clicks and 8.99+ million impressions, Google SEM/RLSA (meetings focused) 47,169 clicks and 1+ million impressions, Google Video Distribution 844,909 views (340% of goal), Google Prospecting 10,723,702 impressions (141% of goal), Meta Prospecting 61,161 clicks and 4.43+ million impressions. OCVB also ran the following ads promoting Dallas Cowboys Training Camp: Google SEM/RLSA 13,401 clicks and 6+ million impressions and Meta Prospecting 15,079 clicks and 1.1+ million impressions. Cumulatively, this programming resulted in 31.8+ million brand impressions and 685,974 brand engagements.

9. In addition to the digital marketing tactics noted above, OCVB participated in paid media placements, including display campaigns with Small Market Meetings (6,242 views, 366 clicks) and Seattle Met Magazine (94,509 impressions); dedicated e-marketing campaigns with Visit California (242k subscribers), Pasadena Magazine (7k subscribers) and Orange Coast Magazine; a banner ad with All About Local Ventura County promoting the 2024-2025 Visit Oxnard Visitor Guide and a Pinterest campaign promoting the designation of the Santa Barbara Channel as a Whale Heritage Area (156k impressions and 5.1k link clicks).

10. Visit Oxnard continued distribution of its 2024-2025 Visitor Guide, which launched in October 2023 with 60,000 copies in circulation to 532 locations throughout California, and locally in Oxnard hotels, restaurants and attractions, as well as direct-mailed to individuals requesting them.

11. OCVB ran print ads in Canada Travel Magazine (40k circulation), Dreamscapes (66.1k circulation), Pasadena Magazine (20k circulation), Orange Coast Magazine (38k circulation), Edible Magazine (50k readers), VC Reporter (14k circulation), SoCal Life Magazine (25k circulation), San Diego Magazine (205k+ circulation) and The Hotel Guide (24 million annual readership). In conjunction with paid print ads, OCVB also earned a placement for Oxnard as the cover story for the Summer 2024 edition of The Hotel Guide.

12. OCVB is greatly involved in industry relations to leverage opportunities for co-op programming. In FY 23/24, OCVB worked with Ventura County Lodging Association (VCLA) to maintain direct booking engine landing pages for visitoxnard.com, oxnard.org, thecollectionrp.com and several Oxnard events websites. These direct booking pages allow Oxnard hotels to generate revenue directly without paying third party fees. The visitoxnard.com direct booking page alone garnered 27.8k hotel listing views and 1.7k clicks to hotel websites in FY 23/24. This metric is separate and non-inclusive of visitoxnard.com hotel listing page conversions, which measured 19,577 clicks to Oxnard business listings, 260 hotel registration inquiries and 1,300 clicks to call Oxnard businesses. OCVB also participated in the California Road Trips Guide (1 million circulation), Visit California Visitor Magazine (500k circulation) and Central Coast Map (200k circulation) as co-ops in partnership with Central Coast Tourism Council.

13. Because the Cowboys are a global name and a huge draw for interest in tourism to Oxnard, OCVB invests in a robust marketing plan to grow its audience with this devoted fan base. OCVB partnered with the Cowboys in developing a comprehensive marketing plan to drive awareness and attendance from local drive markets and in key out-of-state markets, alike, with the Cowboys developing creative assets on our behalf. Promotional tactics included live broadcast interviews on KTLA, KEYT and Spectrum News, radio interviews on Q95.9fm, outdoor advertising along Highway 101, targeted digital display and search engine marketing ads, print ads in the Dallas Cowboys Yearbook, VC Reporter and more, a robust social media calendar with supportive ad spend, Dallas Cowboys and Visit Oxnard co-branded promo merch, a Training Camp landing page at visitoxnard.com, daily VIP pass giveaways and onsite activations plus the organization's third annual Oxnard Fan Night in partnership with The Collection, starring the Dallas Cowboys Cheerleaders, Cowboys Mascot Rowdy and Cowboys alum Drew Pearson.

14. OCVB accepted $1.5 million in ARPA funds to oversee destination marketing and management projects between fiscal years 2021-2022 and 2022-2023. Although the majority of these projects have concluded, OCVB continues to support the City by managing a promotional website for Oxnard's film coordination and liaison efforts to attract major productions to Oxnard and drive economic activity. Another ongoing project, in coordination with Mayor Zaragoza's gateway program, OCVB continues to serve in an advisory capacity for Oxnard's citywide wayfinding system, the design of which has been completed, as the program heads into its installation phase with program administration and oversight by the City Manager's office.

15. OCVB attended 10 group and leisure trade shows in FY 23/24, making connections with thousands of potential visitors and meeting planners. OCVB held appointments and promoted Oxnard at the following: Destinations California, Small & Boutique Meetings, NTA - Travel Exchange, CalSAE Seasonal Spectacular, Connect Marketplace, IPW and four separate leisure trade shows with Travel & Adventure Show. OCVB attends group and leisure trade shows to connect with target segments that align with Oxnard's hotel offerings and generate business from qualified meeting planners and groups looking to book programs in Southern California and the Central Coast.

16. The OCVB team members hold memberships and participate in programming with many industry partners throughout our city, region, state and nation, serving on 5 boards of directors and participating in 12 committees, with organizations including: Oxnard Downtown Improvement District, West Ventura County Business Alliance, Ventura County Lodging Association, Central Coast Tourism Council, CalSAE, California DMO Alliance, California Travel Association, Visit California, Brand USA, U.S. Travel and Destinations International. In participating with industry partners, OCVB enjoys benefits such as: access to leveraged media opportunities, having a voice in shaping advocacy initiatives that impact the industry, access to industry insights and research and elevation of the Oxnard brand for consideration and inclusion in industry-led initiatives.

17. OCVB was also recognized for their efforts in FY 23/24 receiving the following awards from industry partners:

a. USA Today 10Best - No. 1 Best Beach in California - 'olol'koy Beach Park 2024
b. USA Today 10Best - Best New Hotel in the U.S. - Zachari Dunes on Mandalay Beach 2024
c. Visit California Poppy Awards Finalist: Best Influencer Campaign: "A Taco Story"
d. U.S. Travel ESTO Awards Finalist: Integrated Marketing Campaign: "A Taco Story"
e. California Travel Association: Rising Star Award 2023
f. World Cetacean Alliance - Designation of The Santa Barbara Channel as a Whale Heritage Area

Oxnard Tourism Marketing District ("OTMD")

Lodging business owners pursued formation of the OTMD in 2019 in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting, and event destination. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, except lodging businesses with fifty-four (54) rooms or less and RV parks. On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District ("OTMD"), which includes an annual assessment rate of one and one-half of one percent (1.5%) of gross room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. Despite the pandemic, the OTMD raised on average approximately $670,000 annually to be used directly to support tourism in Oxnard.

The OTMD renewal process concluded with 100% support from affected lodging businesses. As of April 1, 2024 the

OTMD district has been renewed with a 2% assessment with a 9 year, 3 month term. The OTMD is expected to generate approximately $990,0000 annually.

OCVB Agreement

Given all the demands on City funds, OCVB has found that the formation of the OTMD was a vital method to achieve the goals of the organization, while at the same time reducing the City's financial assistance. Since the OTMD funding is limited to marketing the specific lodging business paying into the OTMD, it is vital that the City provide direct funding to OCVB to ensure that Oxnard as a whole is promoted as a premier leisure and business travel destination.

The City Council approved a five-year agreement with OCVB on February 20, 2024. That agreement was effective July 1, 2024, and expires on June 30, 2029.

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 impact associated with this report. On February 20, 2024, the City Council approved an agreement with OCVB (Agreement No. 32400300) to receive the following financial contributions from the City's general fund:

1. FY 2024-25 $318,500 in year one, (current year)
2. FY 2025-26 $328,000 in year two,
3. FY 2026-27 $338,000 in year three,
4. FY 2027-28 $348,000 in year four, and
5. FY 2028-29 $358,500 in year five.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. OCVB Annual Report Presentation



23/24

Annual Report



Julie Mino Buffo
President & CEO

Brittney Hendricks
VP of Marketing & Communications

Michelle Flippo
Operations & Sales Manager

Daniel Cabrera
Digital & Multicultural Marketing Manager

Elizabeth Maxim Melgoza
Director of Public Relations

Nino Blunt
Marketing & Office Coordinator

TEAM VISIT OXNARD

23/24 BOARD & COMMITTEES

Cal Travel Board Member

Cal Travel Communications Committee

Cal Travel Awards Committee Chair

California DMO Alliance Board Member

CalSAE Elevate Conference Committee

CalSAE Membership Committee

Central Coast Tourism Council Board Member

Central Coast Tourism Council Public Relations Committee Chair

Destinations International Small DMO Committee

Oxnard Downtown District Identity & Placemaking Committee

West Ventura County Business Alliance Board Member

West Ventura County Business Alliance Military Appreciation Committee

Visit California Public Relations Committee

Visit California DMO Leadership Committee

Visit California Brand & Content Committee

Ventura County Coast Board Member

Ventura County Coast Tradeshow Committee

VISIT OXNARD CA

traordinary Board of Directors

Executive Committee

Steve Buenger, Chair
Marine Emporium Landing

Dolores Licon, Secretary
Homewood Suites

David Neel, Treasurer
Murphy Auto Museum

Ben Ly
Zachari Dunes on Mandalay Beach

Ashley Golden, City Manager's Office
City of Oxnard



General Board

Millicent Bennett
Residence Inn by Marriott

Kristina Brewer
RE/MAX Gold Coast
Property Management

Joe Cabral
Best Western Oxnard Inn

Tony Dybeku
Waterside Restaurant

Juliana Finberg
The Collection at RiverPark

Adam Gonzalez
805Keto.com

Hutton John
The Haven at Whitesails

Nancy Lindholm
West Ventura County Business Alliance

Bryan MacDonald
Council Member, Oxnard

Stacy Miller
Stacy Miller Public Affairs

Mark Spellman
Lazer Media

Michael Tripp
Ventura County Harbor Department
Channel Islands Harbor

Brian Tucker, Board Advisor
Ventura County Coast

OUR MISSION

To promote and market Oxnard as a premier leisure and business travel destination, bringing significant economic and social benefits to our community.

BRAND PROMISE

Oxnard is a destination that offers value to those seeking experiences in family, cultural, outdoor adventure, and group travel.



THE VALUE

Oxnard is California cool, panorama-perfect, culturally authentic, and vibrant beyond measure. We prioritize inclusivity, diversity, and representation in marketing, ensuring sensitivity to locals and residents.

Our commitment includes:

- Ensuring our brand promise is truthful and accurate in its messaging
- Supporting local retail and hospitality businesses
- Building, maintaining, and growing positive relationships with local stakeholders and government officials


VISIT
OXNARD
CA
Marketing Plan
2023-2024

Oxnard's array of hotels and meeting spaces is already great—and it's growing!

Visit Oxnard works with and actively promotes *7 hotel partners with 1,161 rooms.*














OWNED MEDIA

Website Metrics



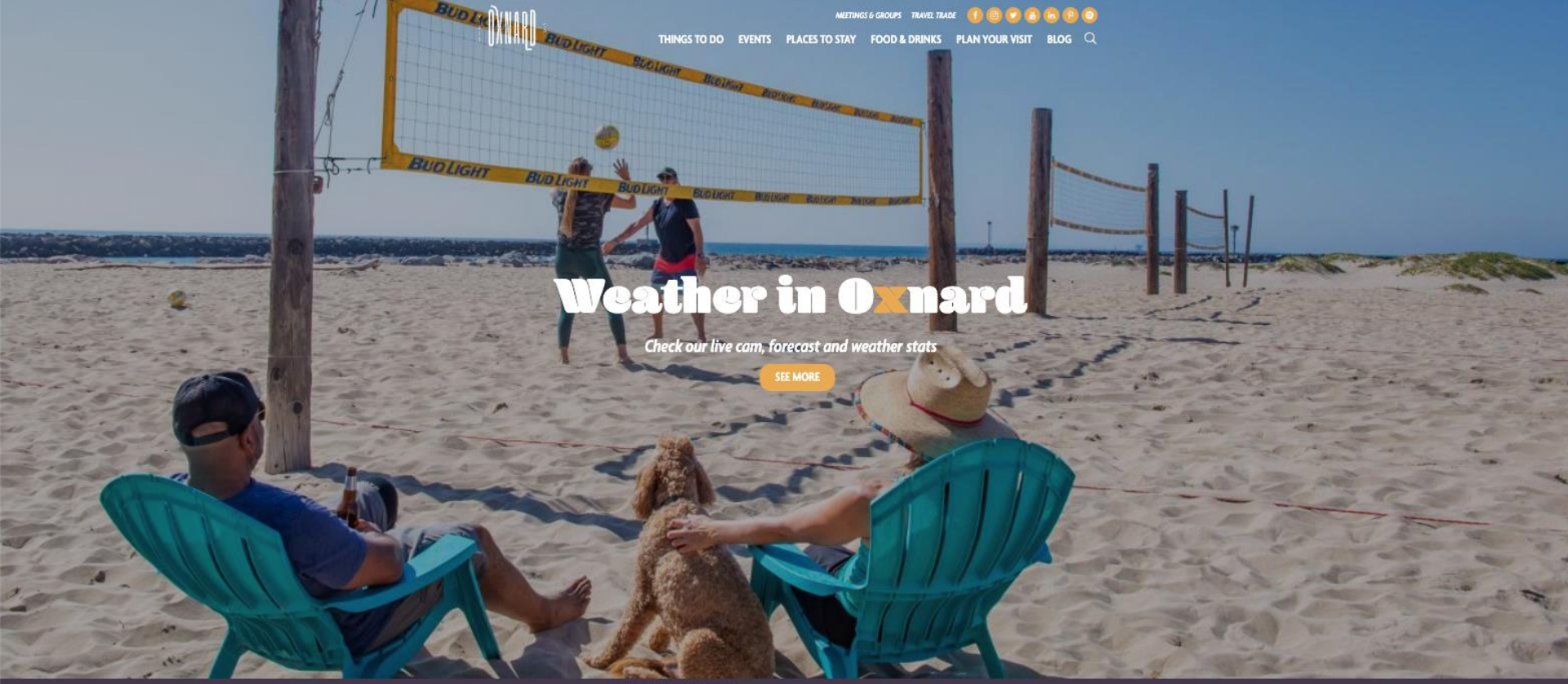
Website Metrics

22/23	FY/FY	23/24
691K	SESSIONS	625K
1.1M	PAGE VIEWS	1.0M
541K	USERS	494K
1.61	PAGES/SESSION	1.66
1:13	AVG SESSION/MIN	:41



LIVE CAM

The Oxnard Weather forecast says it's sunny but, you're curious about visibility.



Get the NEW Visit Oxnard Visitor Guide!

It's here! Request your free copy of the NEW 2024-2025 Visit Oxnard Visitor Guide today.

More Info

Home › Plan Your Visit › Oxnard Weather

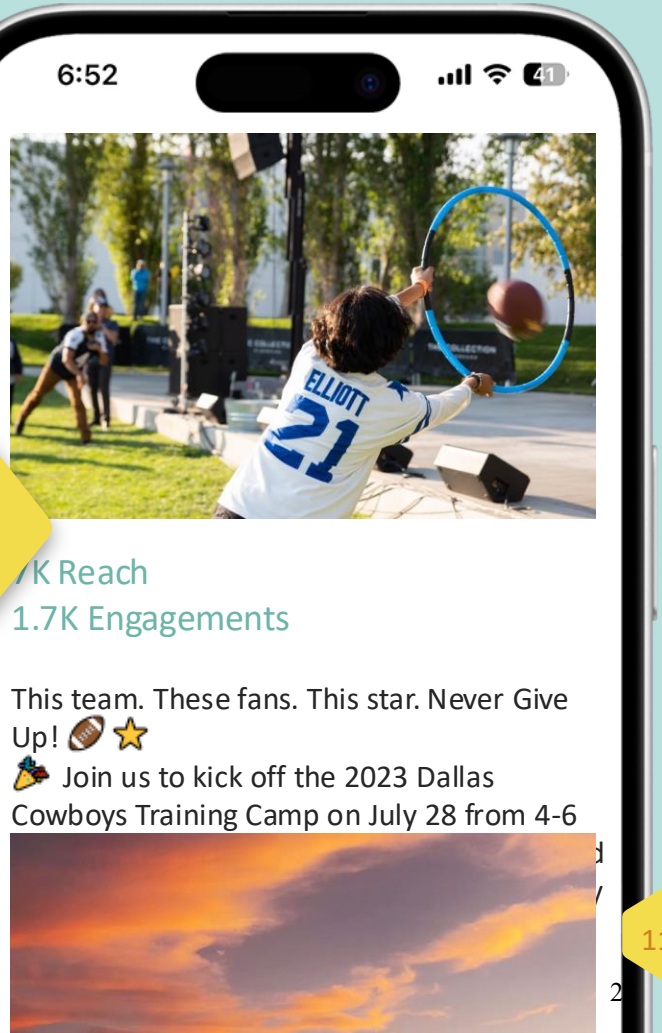
OXNARD WEATHER

share

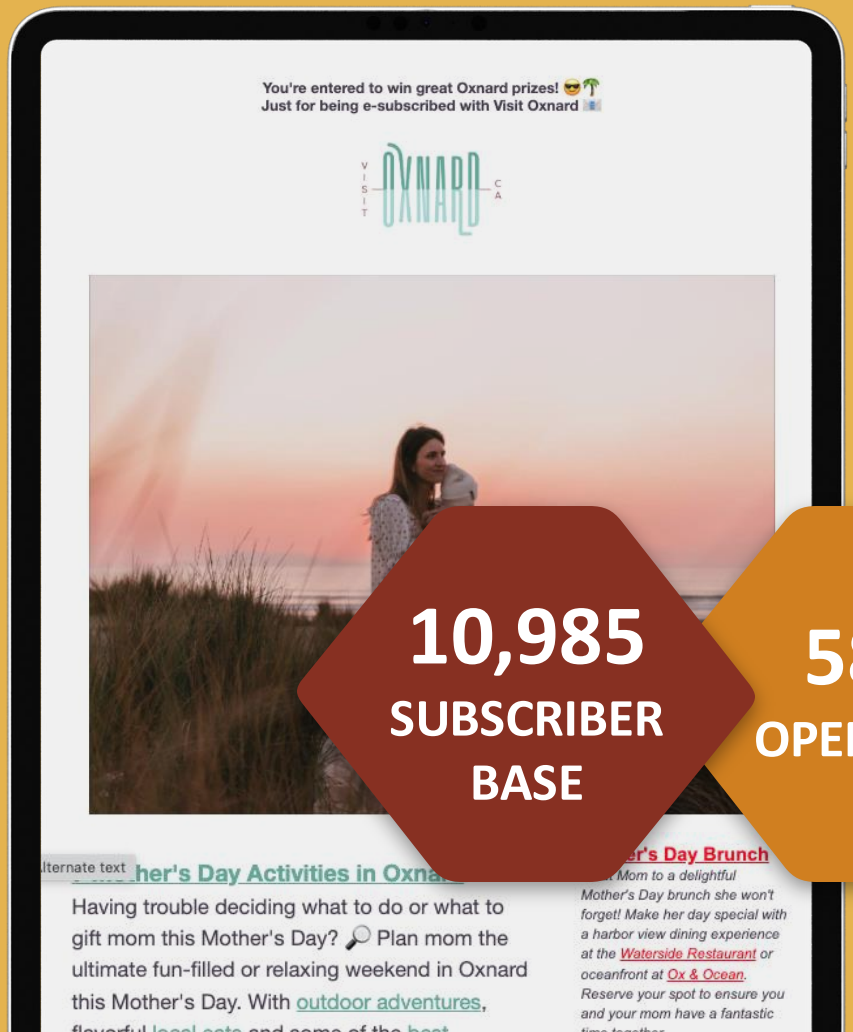
Sunny skies and beautiful year-round temperatures.

Social Media

77K+
COMBINED FOLLOWERS



Email Marketing



10,985
SUBSCRIBER BASE

58%
OPEN RATE

8%
CTR

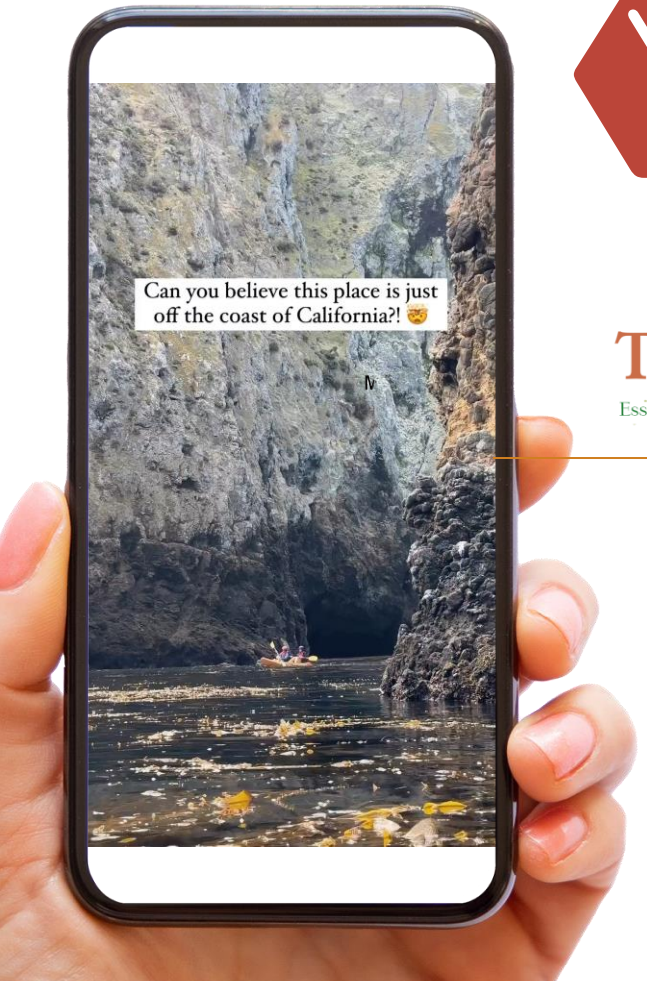






EARNED MEDIA

Press Trips & Online Coverage



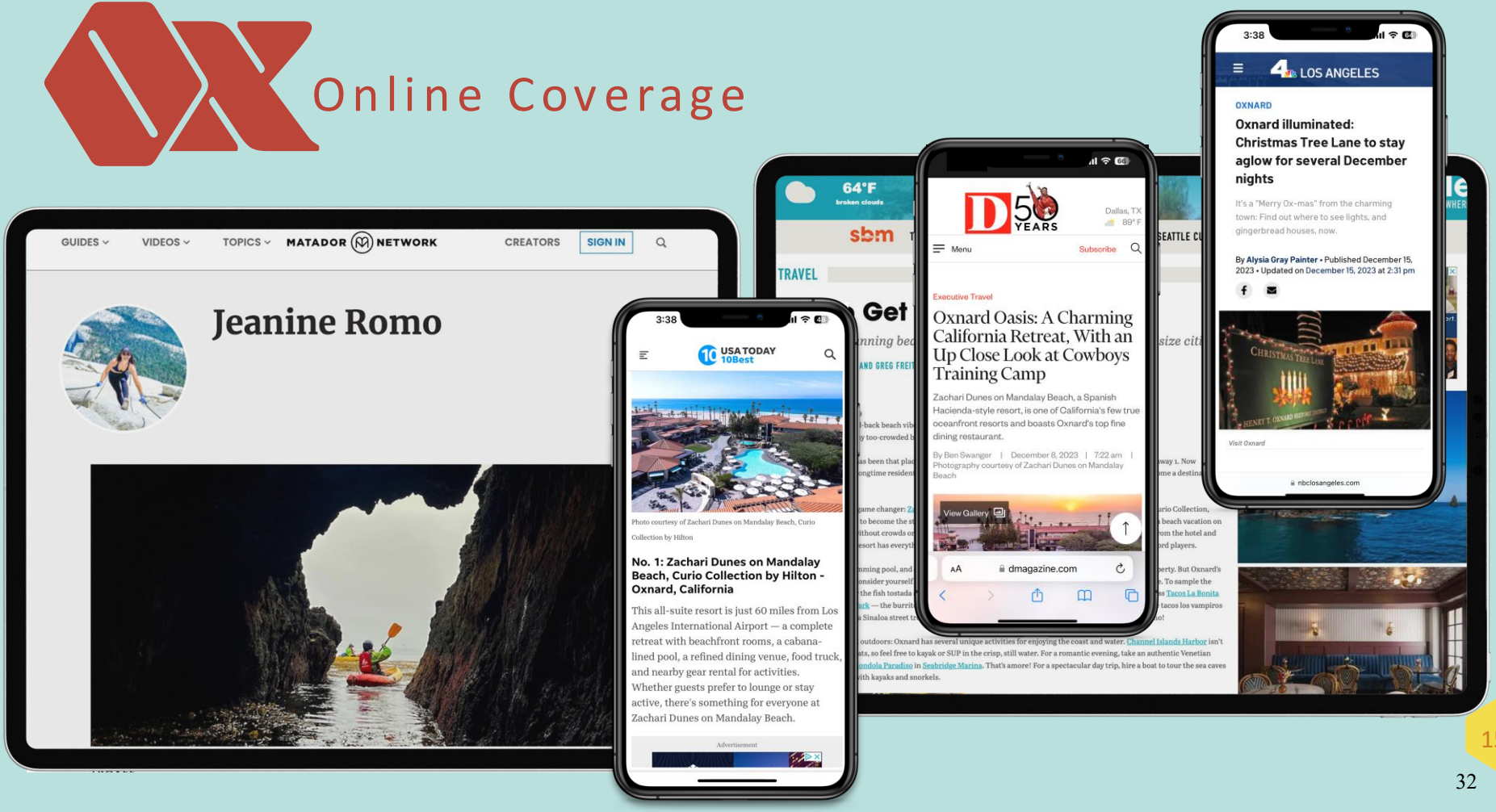
NATIONAL PARKS TRAVELER
Essential Coverage for Essential Places

visit California

Kelcie Miller-Anderson
The Chronic Explorer, TED Talk



Online Coverage



IPW FAMILIARZATION TOUR

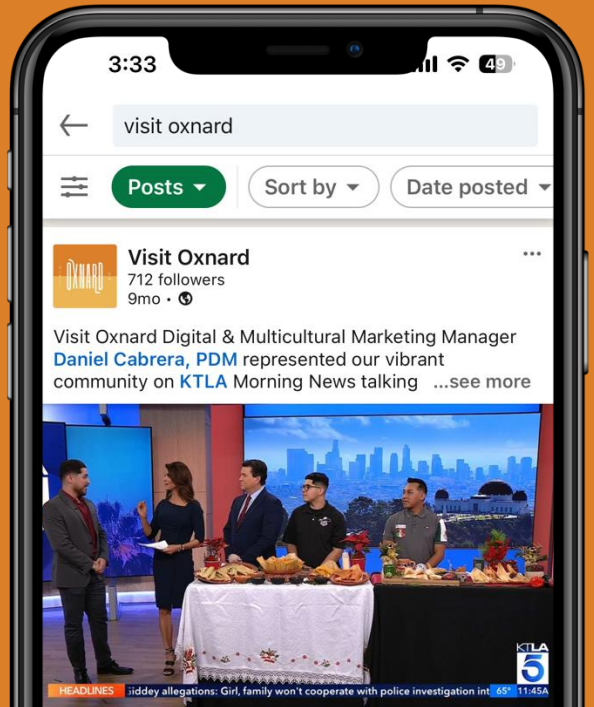


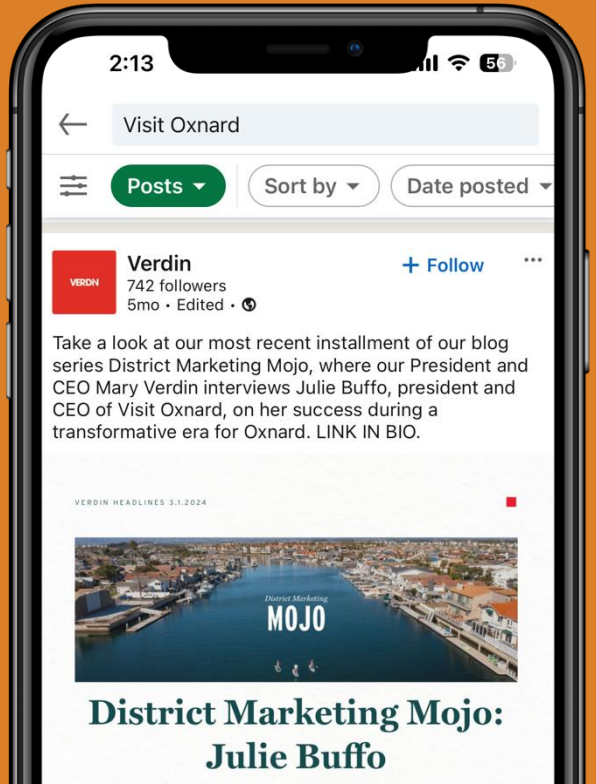
EARNED MEDIA

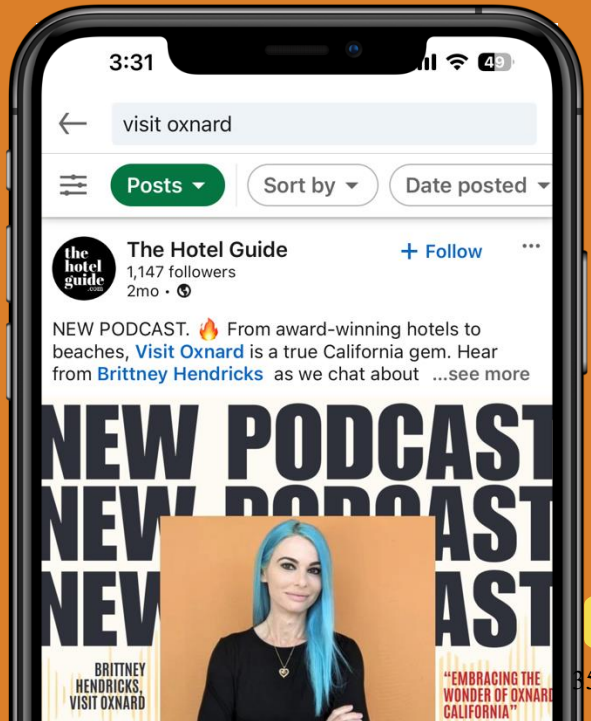
BROADCAST & RADIO COVERAGE



BROADCAST & RADIO COVERAGE







Honors & Awards







‘OLOL‘KOY BEACH PARK (OXNARD BEACH PARK)

#1 BEST BEACH IN CALIFORNIA

FOR THE SECOND YEAR IN A ROW

~ USA Today’s 10Best Reader’s Choice Awards, 2024

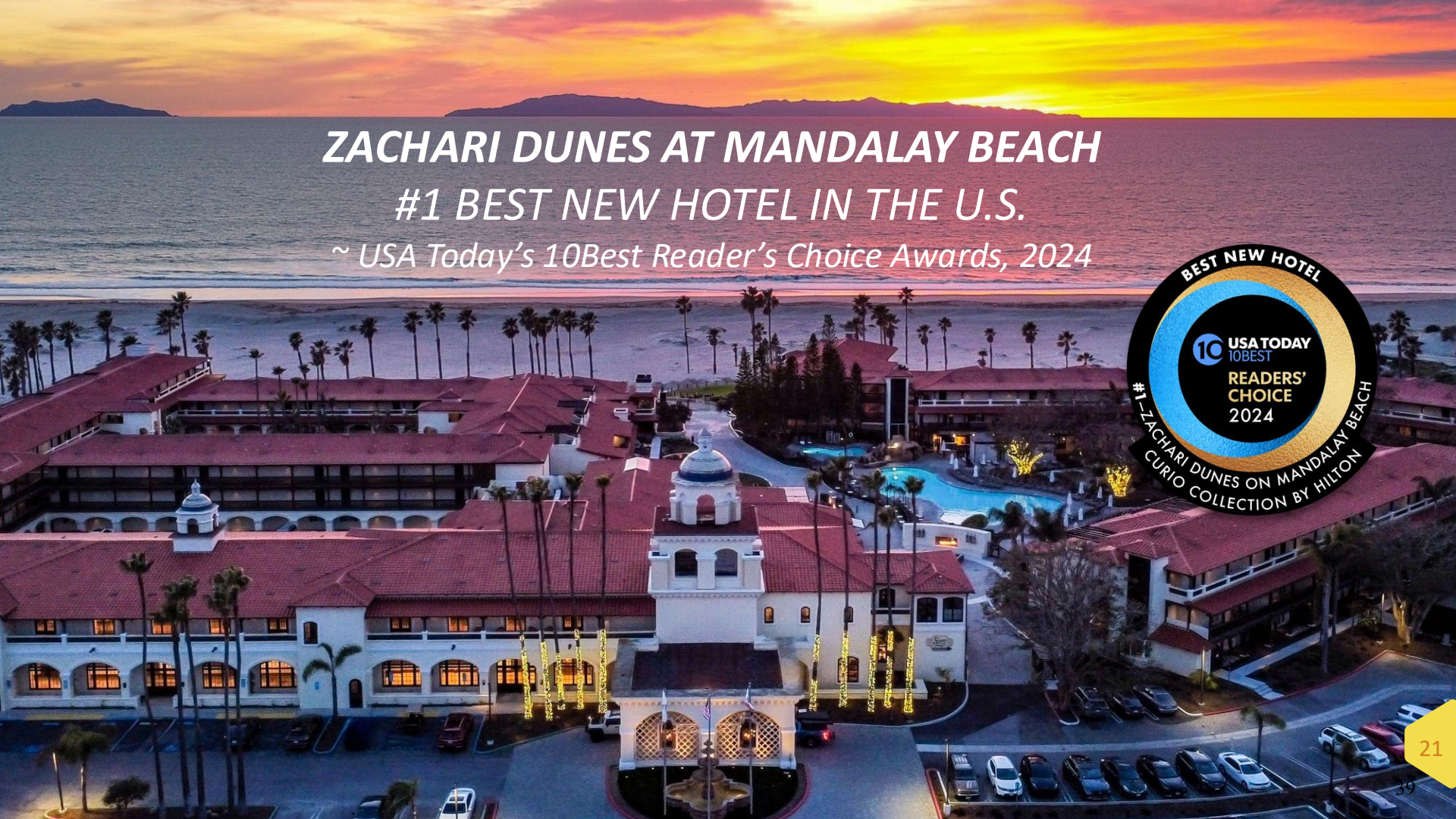


Honors & Awards








ZACHARI DUNES AT MANDALAY BEACH
#1 BEST NEW HOTEL IN THE U.S.
~ USA Today's 10Best Reader's Choice Awards, 2024
BEST NEW HOTEL
USA TODAY 10BEST
READERS' CHOICE
2024
#1–ZACHARI DUNES ON MANDALAY BEACH
CURIO COLLECTION BY HILTON

Honors & Awards







SANTA BARBARA CHANNEL RECOGNIZED AS A WHALE HERITAGE AREA

~ World Cetacean Alliance, 2023



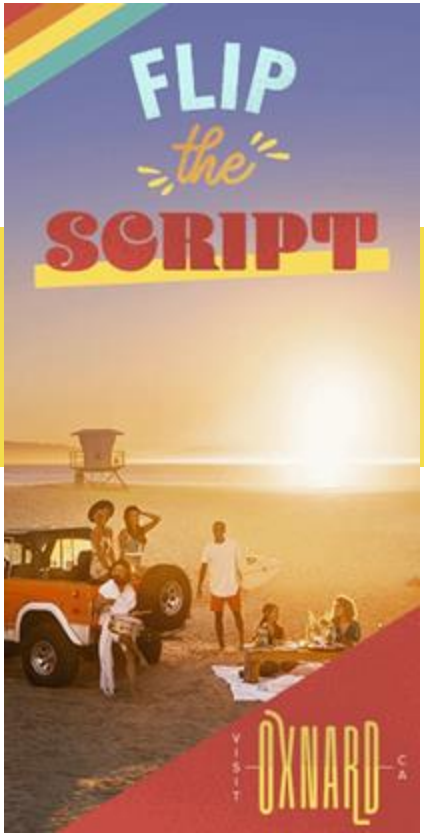


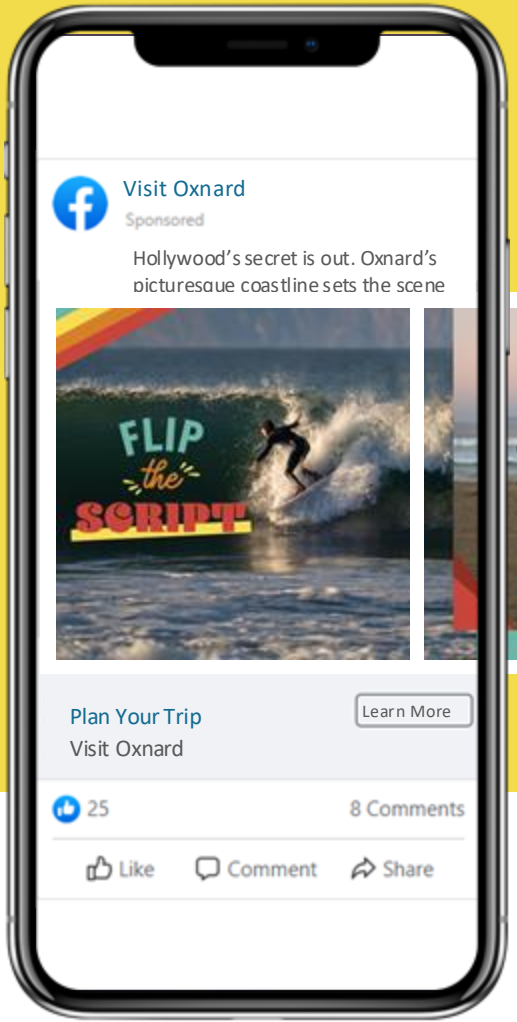
PAID MEDIA

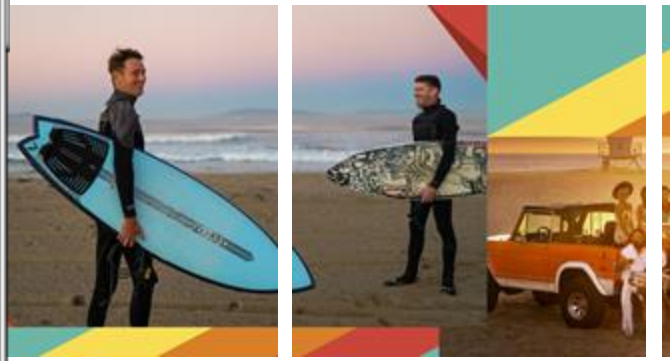
Always on Digital Media

FLIP the SCRIPT





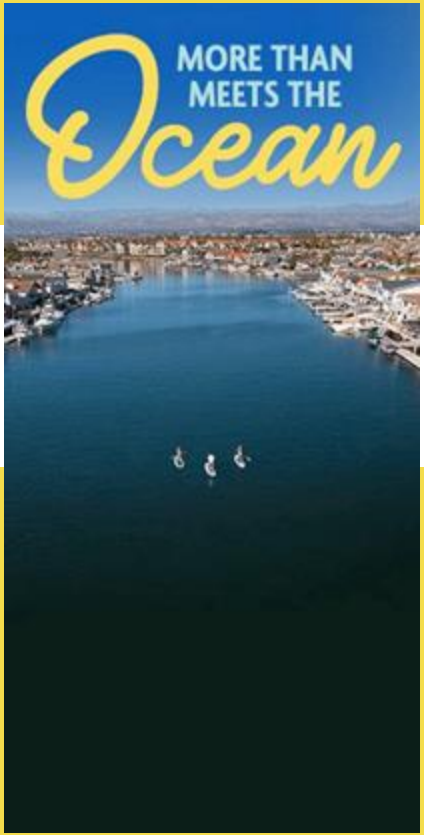

Visit Oxnard
Sponsored
Hollywood's secret is out. Oxnard's picturesque coastline sets the scene
FLIP
the
SCRIPT
Plan Your Trip
Visit Oxnard
Learn More
25
8 Comments
Like
Comment
Share



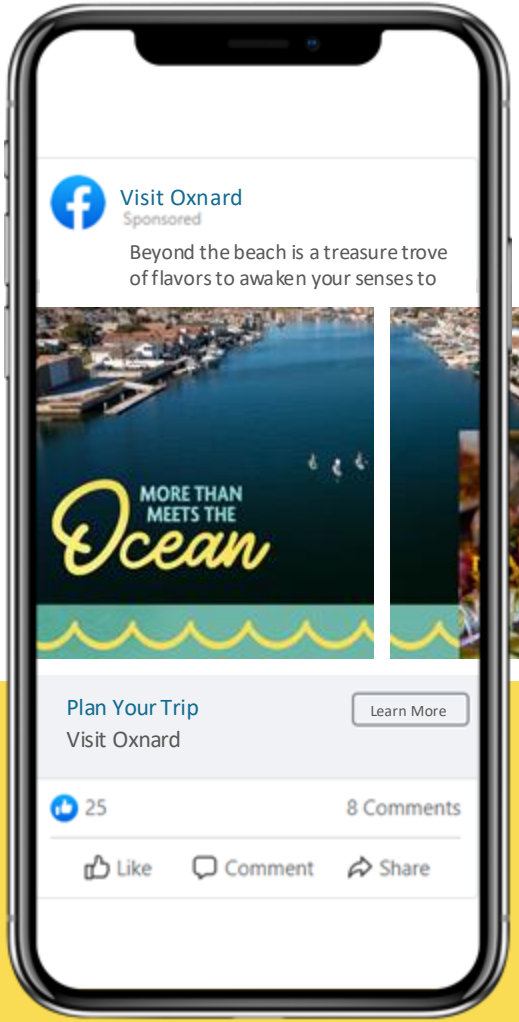

YOU
don't know
OXNARD
MacBook

Digital

MORE THAN MEETS THE Ocean






Visit Oxnard
Sponsored
Beyond the beach is a treasure trove of flavors to awaken your senses to
MORE THAN MEETS THE Ocean
Plan Your Trip
Visit Oxnard
Learn More
25
8 Comments
Like
Comment
Share




YOU DON'T KNOW
OXNARD

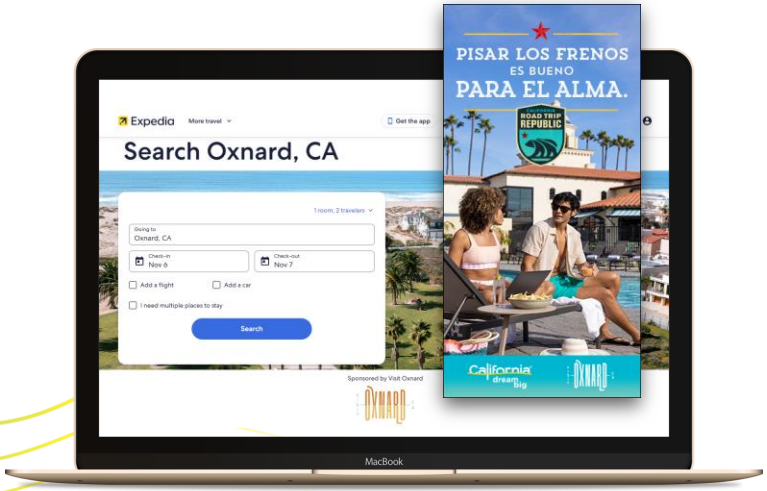
Seasonal


DON'T MISS
Parade of Frights
SAT, OCT. 28
LEARN MORE
VISIT OXNARD CA
Dia de los Muertos
IN OXNARD
LEARN MORE
Haunted
HERITAGE SQUARE
MacBook

Seasonal

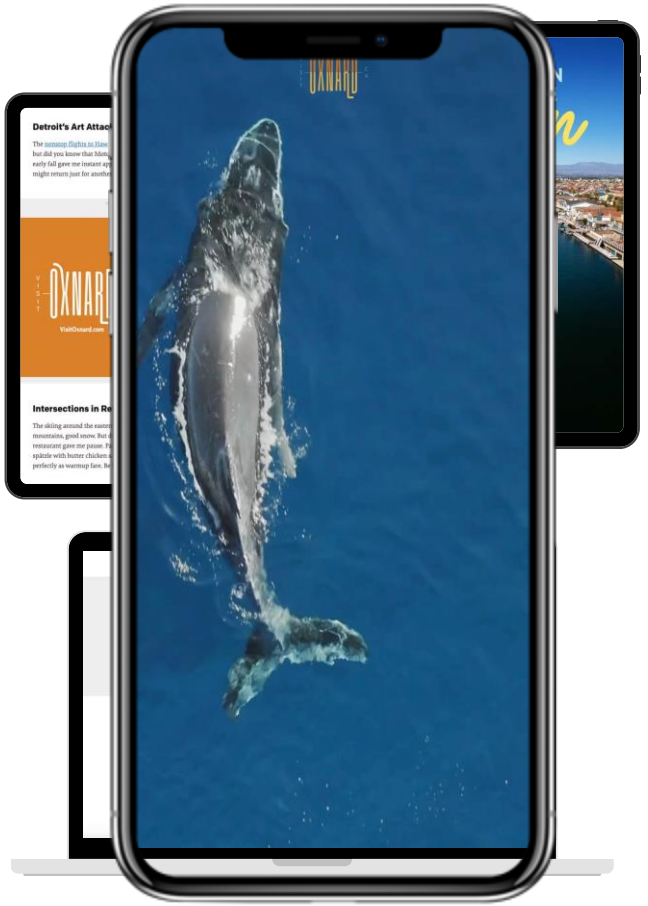

31.8+M
BRAND
IMPRESSIONS
685,974
BRAND
ENGAGEMENTS
The Holidays are Lit In Oxnard
MacBook

Targeted Digital Campaigns with Media Partners



Expedia

SeattleMet



OX PRINT


CAMARILLO & OXNARD
2024 BUSINESS & COMMUNITY GUIDE
West Ventura County Business Alliance
TACOS & TORTAS
AHOGADAS Y TACOS DE BARBACOA
ARE YOU AN OXNARD RESTAURANT OWNER?
Learn more at VisitOxnard.com/plan/passes
VisitOxnard.com
GLANCE
LARGEST CITY IN VENTURA COUNTY
22ND LARGEST CITY IN CALIFORNIA
MEDIAN HOUSEHOLD INCOME: $77,050
AVERAGE HIGH TEMP: 74
AVERAGE LOW TEMP: 47
DEMOGRAPHICS
LATINO - 75.8%
CAUCASIAN - 13.3%
ASIAN - 6.7%
OTHER - 2.2%

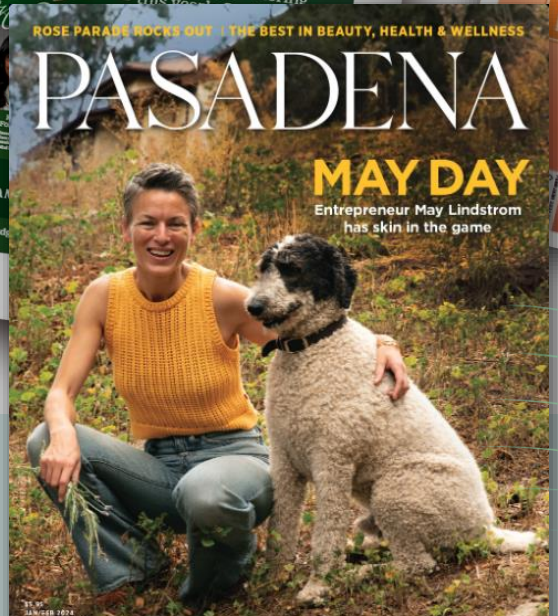

DREAMSCAPE
TRAVEL AND LIFESTYLE
ON LOCATION
TAHITI +
MARTINIQUE
Smart meetings
CELEBRATING LEADERSHIP
The Smart Women 2024 in Meetings Awards
LIGHTING THE WAY
The search for next gen financial and insurance meeting planners
THE AI CLAUSE
Are contracts the next generative task?
DMC SHOWCASE
Meet the local experts elevating events
WHERE SOUTHERN CALIFORNIA COOL MEETS
Central Coast Relaxation
You Don't Know Oxnard
VisitOxnard.com


LNCE
#1
LARGEST CITY IN VENTURA COUNTY
LARGEST CITY CALIFORNIA
AVERAGE HOUSEHOLD SIZE: 4.0
HIGH TEMP: 74
LOW TEMP: 47
RAINFALL: 14.4 INCHES
GRAPHICS
LATINO - 75.8%
CAUCASIAN - 13.3%
ASIAN - 4.7%
AFRICAN-AMERICAN - 2.0%
OTHER - 2.2%
FLIP the SCRIPT
The secret is out. What started as the backdrop to
Rudolph Valentino's The Sheik, and was a playgrou
"Hollywood by the Sea" welcomes you to its pict
Southern California cool meets Central Coast rel
epic vacation. Plan your trip to Ox
VISIT OXNAR
VisitOxnard.co
SOUTHERN CALIFORNIA LIFE
WHERE TO EAT + STAY + PLAY
THE ICONIC BILTMORE LOS ANGELES CELEBRATES 100 YEARS
PALM SPRINGS WELCOMES THE SHAG HOUSE FOR MODERNISM WEEK
THE CHARMS OF NORTHERN CALIFORNIA
NEVADA COUNTY, SONOMA, NAPA
SPRING TRAVEL
FEATURING
NAYARIT, MEXICO
SANTA FE, NEW MEXICO


HAUTE HUT:
THE BACKYARD RESTAURANT WITH A YEAR-LONG WAITLIST
NEVADA'S HAUNTED HOTELS
SAN DIEGO
MAGAZINE
IT'S TIME TO PLAN 2024'S EPIC ADVENTURES


FLIP the SCRIPT
VisitOxnard.com
girl scouts san diego
Join us in honoring
PEARL SPONSOR
SDGE
Learn more and register at
76 MARCH 2024


A STUNNING DEBUT FOR CALÓ AT SOUTH COAST PLAZA
Orange Coast
50 YEARS
HIGHER EDUCATION in O.C.
TOP DONORS
NATIONAL RANKINGS
NOTEWORTHY ALUMNI
RISE OF COMMUNITY COLLEGES
AND MORE RIGHT HERE


ROSE PARADE ROCKS OUT | THE BEST IN BEAUTY, HEALTH & WELLNESS
PASADENA
MAY DAY
Entrepreneur May Lindstrom has skin in the game

CO-OP

Visit CA 2024 California Visitor Guide (Central Coast Co-Op)
– **Circulation 500 K**

Central Coast Tourism Council Visitors Map 2024 – **Circulation 200 K**

Visit CA 2024 Road Trips Guide (Central Coast Co-Op) – **Circulation 1 M**

Visit the USA Magazine (Brand USA Co-Op) – **Circulation 175 K**











OUTDOOR

- Collection LED Billboard
- Highway 101 Billboard







MEETINGS & TRADESHOWS

2023/24 Tradeshow Schedule

Destinations California
San Diego, CA
September 28-30, 2023

Small & Boutique Meetings
Tucson, AZ
November 7-9, 2023

NTA – Travel Exchange
Shreveport. LA
November 12-15, 2023

CalSAE – Seasonal Spectacular
Sacramento, CA
December 12-13, 2023

Travel & Adventure Show
Chicago, IL
January 13-14, 2024

Travel & Adventure Show
Denver, CO
January 20-21, 2024

Travel & Adventure Show
New York, NY
January 27-28, 2024

Travel & Adventure Show
Phoenix, AZ
February 17-18, 2024

Connect Marketplace
Las Vegas, NV
April TBD, 2024

IPW
Los Angeles, CA
May 3-7, 2024

VISIT OXNARD CA





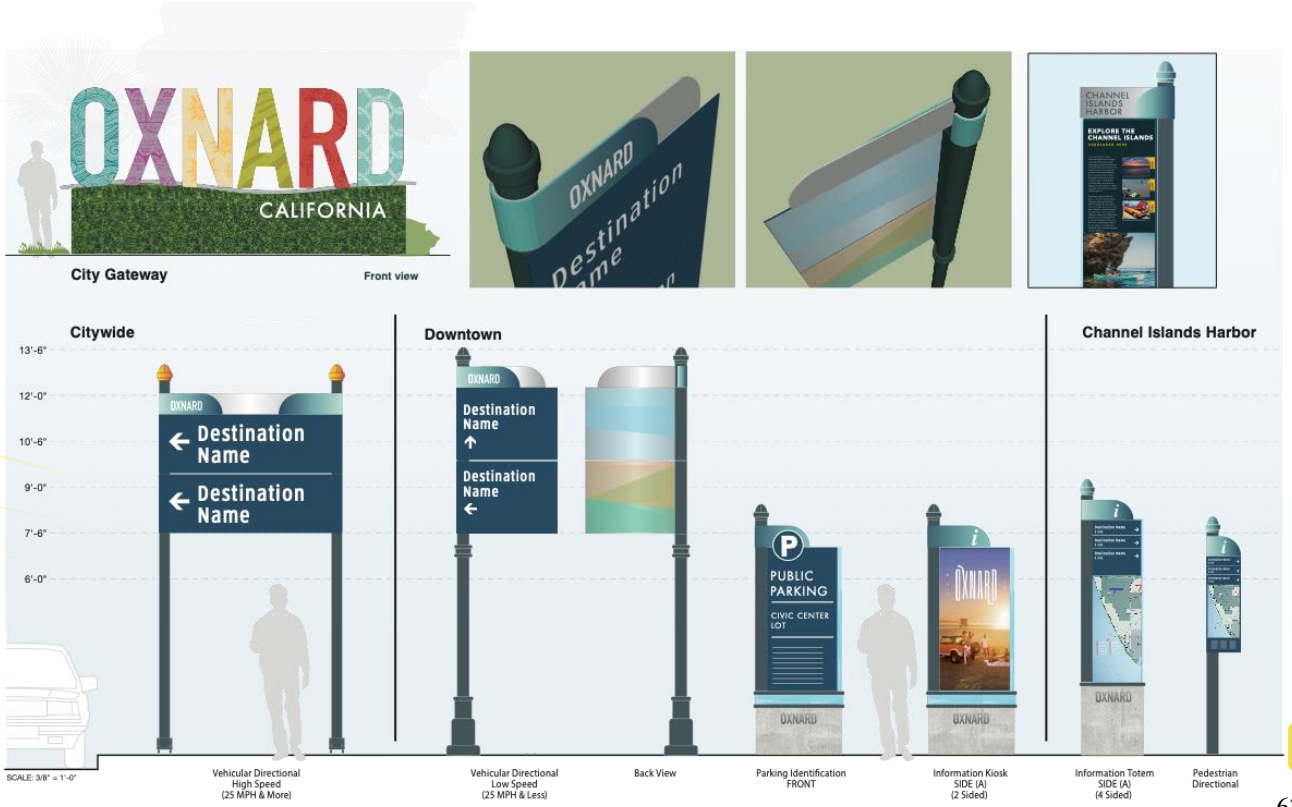


ONGOING PROJECTS

FILM
OXNARD


CITY OF OXNARD
FILM PERMIT APPLICATION
FILM OXNARD
CITY OF OXNARD
FILM PERMIT
Application Packet

CITYWIDE WAYFINDING PROGRAM









SIGNATURE EVENT


TRAINING CAMP 2024
THE COLLECTION
OXNARD


OXNARD
FAN NIGHT




OXNARD
FAN NIGHT


COWBOY
COWBOY


OXNARD
FAN NIGHT





PROMOTIONAL TACTICS INCLUDED:

- ★ Live broadcast interviews on KTLA, KEYT and Spectrum News
- ★ Radio interviews on Q95.9fm
- ★ Outdoor advertising along Highway 101
- ★ Targeted digital display and SEM ads
- ★ Print ads in the Dallas Cowboys Yearbook, VC Reporter and more
- ★ A robust social media calendar with supportive ad spend
- ★ Dallas Cowboys x Visit Oxnard branded promo merch
- ★ Training Camp landing page at VisitOxnard.com
- ★ Daily VIP Pass giveaways







LOOKING FORWARD

Four New Hotel Properties featuring *543 new hotel rooms coming soon!*

HYATT house®

TOWNEPLACE SUITES® BY MARRIOTT

SPRINGHILL SUITES® MARRIOTT

tru by HILTON™


VISIT
OXNARD
CA
MARKETING PLAN


What an traordinary year!


VISIT
OXNARD
CA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: October 29, 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 October 1, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 10 01 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
October 1, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:01 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority), in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

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

Councilmember Madrigal joined the meeting at 5:02 p.m., Basua arrived at 5:08 p.m., and Councilmember Valenzuela arrived at 5:27 p.m. Councilmember Madrigal left the meeting at 5:45 p.m. and returned at 6:45 p.m.

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

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)
   Name of case: Teichert Energy & Utility Group, Inc. vs. City of Oxnard
   Ventura County Superior Court, Case No. 2023CUBC015960
   Legislative Body: City Council

City Attorney Fischer read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(2), to confer with its attorneys. The matter being discusses is Teichert Energy and Utility Group, Inc. vs. City of Oxnard.

At 5:03 p.m., the City Council recessed into a closed session. At 5:33 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. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department
SUBJECT: Community Relations Commission Annual Report.
RECOMMENDATION: That the City Council: 1) Receive a verbal Annual Report from the Community Relations Commission; and 2) Present a Proclamation Designating the Month of October 2024 as "Multicultural Festival Month" in the City of Oxnard.

Community Relations Commissioners Helaine Rochelle Stallion, Chair; Khalilah Durias, Vice Chair; Cynthia Gonzalez; Tiffany Lopez; and Meaghan T. Salas presented their annual report and provided a live presentation to Council. The commission reported on the power and the duties of the Community Relations Commission, the mission, community events, accomplishments, as well as their plans for the coming year. The members of the Community Relations Commission accepted the proclamation and followed with a few words. The annual report was received and filed; no formal action was required.

E. OPENING CEREMONIES (6:00 PM)
Mayor Zaragoza led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. Presentation of Proclamation Designating the Month of October 2024 as "Breast Cancer Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Denise S. Morehouse, Assistant Police Chief, who accepted the proclamation on behalf of the department and was proud to announce that this October, they will launch the seventh-consecutive campaign in the battle against breast cancer.

2. Presentation of a Proclamation Designating the Month of October 2024 as "Fire Prevention Month."

Mayor Zaragoza read the proclamation and presented it to Fire Chief Alexander Hamilton, who came to the dais to accept the proclamation on behalf of the department and said that they are committed to advancing public safety and uplift fire prevention by issuing smoke alarms to the residents of Oxnard.

3. Presentation of a Proclamation Designating the Month of October 2024 as "Domestic Violence Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Oxnard Police Sergeant Dale McAlpine, Sergeant Scott Aaron, Detective Daniel Cosio, and Detective Juan Morales, members of the team, who came to the dais to accept the proclamation and spoke on the item on behalf of the department.

4. Presentation of a Proclamation Designating October 14, 2024 as "Indigenous People's Day."

Mayor Zaragoza read the proclamation and presented it to Melissa Parr Hernandez and Robin Redwater, who spoke on the family's pride in their identity as indigenous people and celebrate the vast contributions of Indigenous communities. Oxnard State Beach Park was renamed to "Olol'koy Beach Park," after the Chumash name for dolphin. Ms. Parr Hernandez accepted the proclamation and spoke on honoring Indigenous peoples' strength, courage, and resilience.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ronald Arruejo, Chair of East Valley Neighborhood Council (election candidate forums), David Goodman (shopping carts complaint), and Steve Nash (United Water Conservation District candidate).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided the following community announcements and updates: 2024 Inaugural International PAL Boxing Championships - National PAL and Oxnard PAL present the International PAL Boxing Tournament on October 1-5, 2024; Multicultural Festival on October 2, 2024 at Plaza Park; and Paving the Pathways for Oxnard's Future presentation by Dr. Veronica Terriquez, at a special Oxnard City Council meeting on October 8, 2024.

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

1. City Attorney Department
   SUBJECT: Resolution in Support of Proposition 36: the Homelessness, Drug Addiction, and Theft Reduction Act.
   RECOMMENDATION: That the City Council adopt a resolution in support of Proposition 36: the Homelessness, Drug Addiction, and Theft Reduction Act.

Police Chief Jason Benites and Andrew Gonzalez, Deputy City Attorney presented and answered questions. Public comments were received from Metzil Reyes, Tom Cady, Barbara Macri-Ortiz, Jacob Jundef, Vanessa Teran, Claudia Bautista, Ivan Vega, Dominick Velasquez, and Greg Runyon. Written comments were received from Regina K. Crawford, representative for Ventura County NAACP President and California Hawaii NAACP Central Area Director; Debbie Mitchell; and Angie Wiggins. The report was received and filed; no formal action was

taken at this time.

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of September 3, 2024, regular meeting as presented.

2. Finance Department
SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances for the Month of July 2024.
RECOMMENDATION: Staff recommends that the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of July 2024.

3. Finance Department
SUBJECT: Monthly Investment Report as of August 31, 2024.
RECOMMENDATION: This is an information item for the City Council to receive and file.

4. Public Works Department
SUBJECT: Public Project Agreement 32500146 with United Storm Water, Inc. for Storm Drain Catch Basin Trash Excluder Project, Fiscal Year 2024-2025, Specification No. PW 24-92.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $524,042 in Project funds for the Storm Drain Catch Basin Trash Excluder Project, Specification No. PW 24-92;
2. The Mayor to execute an Agreement with United Storm Water, Inc. in the amount of $436,702 and a project contingency amount of $43,670 (10%) for a total not to exceed value of $480,372 for the Project; and
3. A Project allocation amount of $43,670 (10%) for engineering, inspection, survey and project management for the Project.

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

previously approved by the City Council.)

5. Community Development Department
SUBJECT: Request for a Zone Change to adopt the proposed Affordable Housing Discretionary (AHD) Additive Zone for the project site; Property Located at 2151 Lockwood Street, APN 213-0-090-275; Project Name: Lockwood III Apartments.
RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adopt **Ordinance No. 3050** -- An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 22-570-01 (Zone Change) to change the zoning of the project site from Business Research Park (BRP) to Business Research Park - Affordable Housing Discretionary (BRP-AHD), subject to certain findings.

(This item originated from a Public Hearing at the City Council meeting of September 17, 2024, and was previously heard by the Planning Commission; therefore, this item did not originate in Committee.)

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

M. REPORTS

1. Housing Department
SUBJECT: Acceptance of $500,000 United States Department of Housing and Urban Development's (HUD) Choice Neighborhoods Planning Grant Award.
RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,829** authorizing the City Manager, or his designee to:

   a. execute the Fiscal Year 2024 Choice Neighborhoods Planning Grant Agreement for an amount of $500,000, as a co-grantee, on behalf of the City of Oxnard; and
   b. execute all documents necessary for the acceptance of the Fiscal Year 2024 Choice Neighborhoods Planning Grant.

2. Authorize a FY 2024-25 budget appropriation in the amount of $250,000 from the General Fund (101) available fund balance, and transfer to the City Housing Authority, and authorize the City Manager, or his designee to take all actions necessary to effectuate the transfer.

That the Board of Commissioners:

1. Adopt **Resolution No. H.A. 1347** authorizing the Executive Director, or his designee to:

a. execute the Fiscal Year 2024 Choice Neighborhoods Planning Grant Agreement in the amount of $500,000, as the lead grantee, on behalf of the Housing Authority of the City of Oxnard; and
b. execute the HUD-1044 form and all other documents necessary for the acceptance of the Fiscal Year 2024 Choice Neighborhoods Planning Grant.

(This item did not originate in Committee because it is a continuation of an item previously approved by City Council.)

Legislative Body: City Council and Housing Authority.

Emilio Ramirez, Housing Director presented and answered questions. No public comments were received.

City Council
It was moved by Councilmember Valenzuela, 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.

Oxnard Housing Authority
It was moved by Commissioner Perello, seconded by Commissioner Teran, to approve the recommended action as presented. VOTE: Andrade, Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 8-0. Housing Authority Commissioner Vega was absent.

2. Public Works Department
SUBJECT: Agreement 32500107 with Synagro West, LLC for Biosolids Hauling Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Synagro West, LLC in the amount not to exceed $10,000,000 with an initial term of one year from November 1, 2024 to October 31, 2025, with the option for four consecutive one-year period extensions that shall not exceed a total of five years for a final term ending October 31, 2029 for biosolids hauling services for the Wastewater Division.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the September 24, 2024 Public Works and Transportation Committee. Staff is available to answer any questions.)

Michael Wolfe, Public Works Director and Timothy Beaman, Assistant Public Works Director presented and answered questions. No public comments were received.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and

Zaragoza voted in favor; motion passed 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:12 p.m.

ROSE CHAPARRO	JOHN C. ZARAGOZA
City Clerk	Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Monthly Investment Report as of September 30, 2024.

RECOMMENDATION

This is an information item for the City Council to receive and file.

BACKGROUND

The City of Oxnard (City) invests funds in compliance with California Government Code Section 53600 et. Seq., and the City's Investment Policy. This report follows the guidelines established in California Government Code section 53646 and the City's adopted Investment Policy.

DISCUSSION

The City's total cash and investment position as of September 30, 2024 was $433.2 million, with $11.2 million in cash accounts and $422.0 million in investments, as summarized in the table below.

Cash and Investment Position	September -24
Cash	
Bank of America General Account	$8,205,767.82
Bank of America Successor Agency Account	2,651,933.20
Bank of America Citations Account	323,429.51
Bank of America Golf Course Account	-
Total Cash	**11,181,130.53**
Investments	
Local Agency Investment Fund (LAIF)	72,000,000.00
Ventura County Investment Pool (VCIP)	33,270,365.06
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	983,620.00
Medium Term Notes *	42,037,997.82
U.S. Treasury Notes *	14,950,620.00
U.S. Government Sponsored Entities *	258,764,512.55
Total Investments	**422,007,115.43**
Total Cash and Investments	**$433,188,245.96**

* Market Value

Statutory Compliance

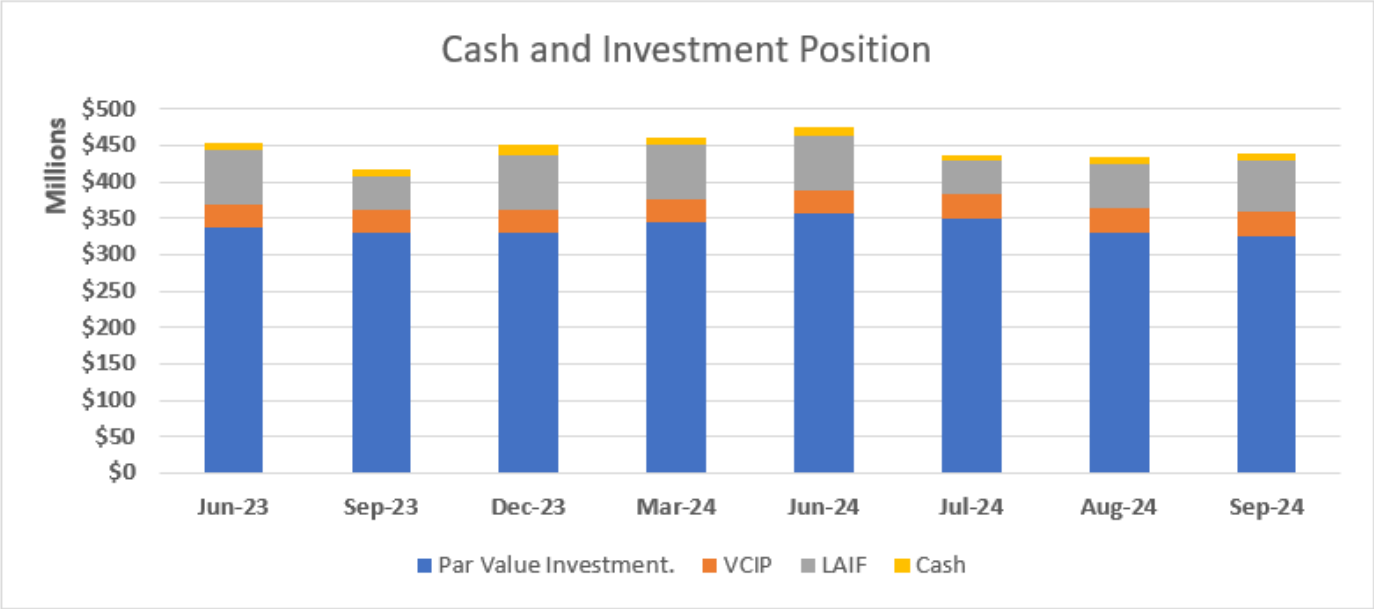
All investment transactions have been executed in conformance with the City's investment Policy and the California Government Code. The table below represents the City's investment portfolio as of September 30, 2024, by authorized investment and duration for a total portfolio amount of $422.0 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$72.00	$-	$-	**$72.0**	4.58%	17.06%
VCIP	n/a	33.3	-		**33.3**	4.34%	7.88%
Federal Agencies	n/a	50.4	190.3	18.0	**258.8**	2.33%	61.32%
Medium Term Notes	30%	17.7	23.3	1.0	**42.0**	2.40%	9.96%
Supranational	20%	1.0	-	-	**1.0**	0.52%	0.23%
Treasuries	n/a	14.95	-	-	**15.0**	5.33%	3.54%
Total Investment		**$189.3**	**$213.7**	**$19.0**	**$422.0**	**2.97%**	**100%**

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, excluding the Successor Agency account, as of September 30, 2024, increased by $2.5 million compared with the prior month, as part of the City's regular operations activities. The trend for the cash and investment position is represented in the following chart.

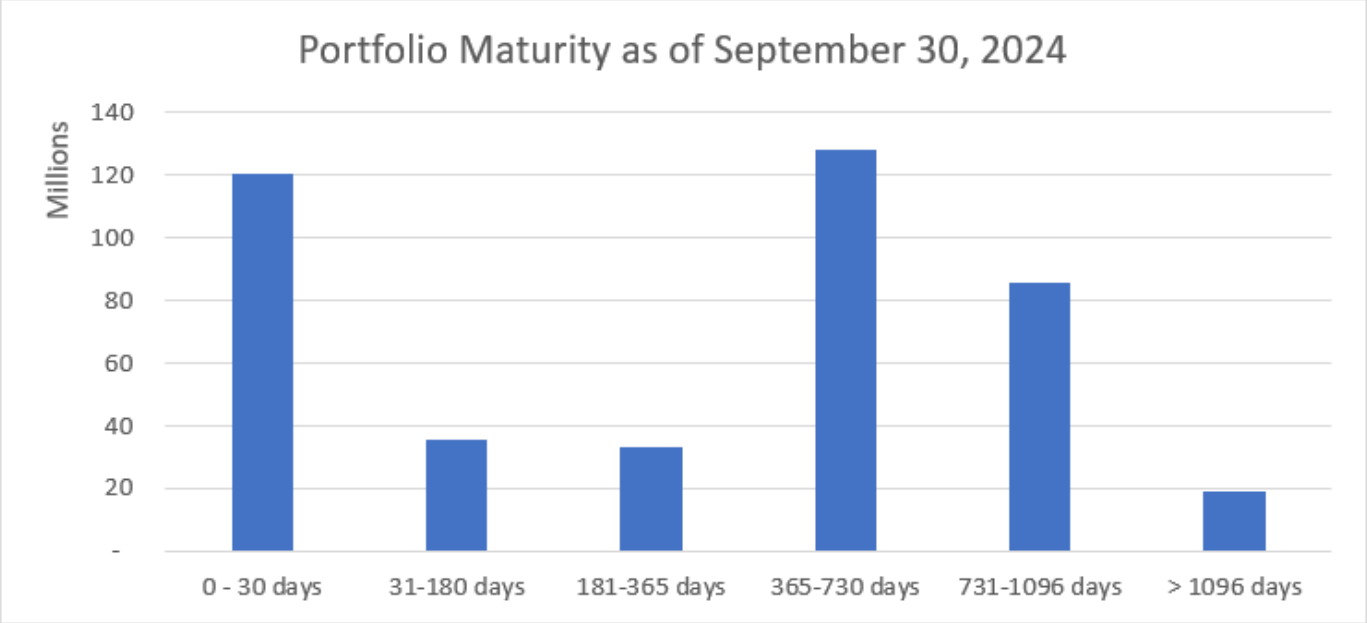


The California Government Code and the City's investment policy defined the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included as an attachment to this report.

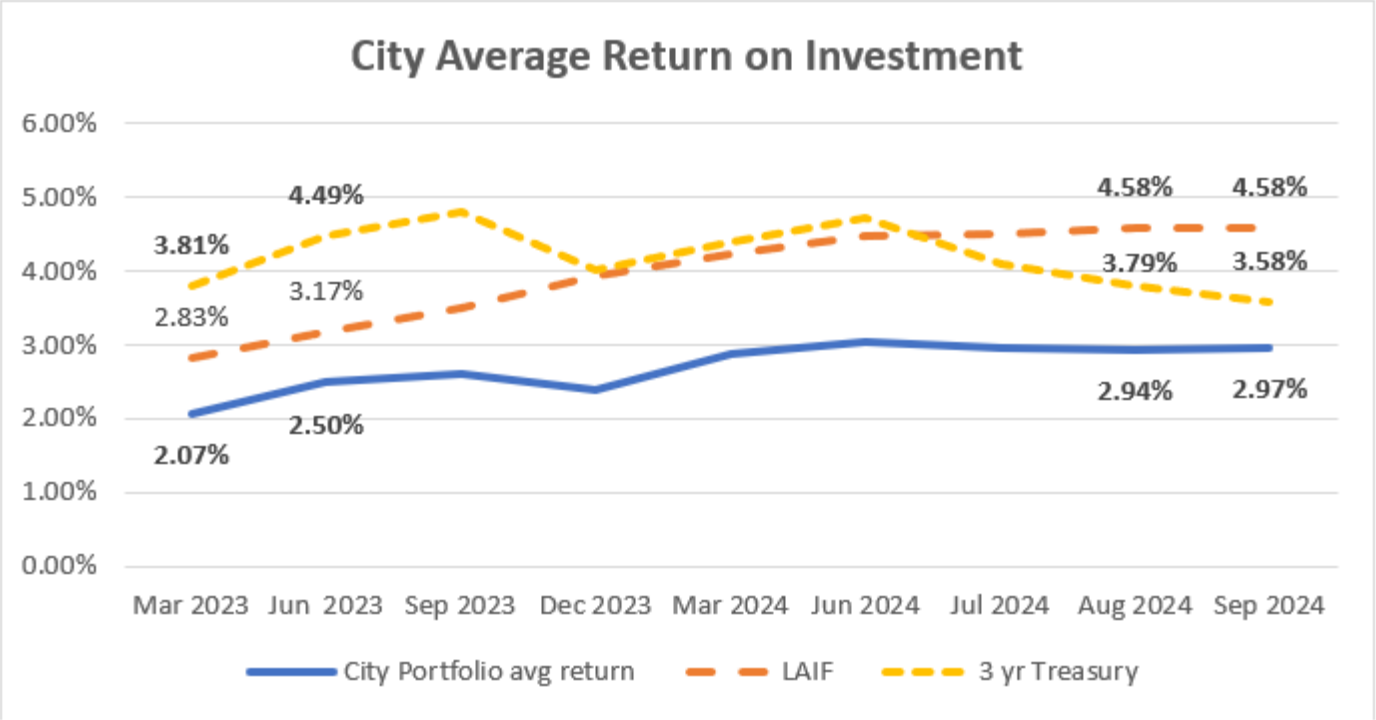
City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
September 30, 2024

Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
County Investment Pool	33,270,365.06	33,270,365.06	33,270,365.06	7.73	0.000	1	0	4.400	4.400	368,625.13	0.00
Federal Agency Coupon	265,575,000.00	265,568,968.60	258,764,512.55	61.72	97.436	623	42	2.364	2.319	1,523,741.66	-6,804,456.05
Local Agency Investment Funds	72,000,000.00	72,000,000.00	72,000,000.00	16.73	0.000	1	0	4.272	4.272	639,395.51	0.00
Medium Term Notes	43,510,000.00	43,481,305.74	42,037,997.82	10.11	96.615	446	66	2.437	2.437	226,807.55	-1,443,307.92
Supranational	1,000,000.00	1,000,982.07	983,620.00	0.23	98.362	161	0	0.526	0.526	416.67	-17,362.07
Treasury Discounts -Amortizing	15,000,000.00	14,945,861.04	14,950,620.00	3.47	99.671	25	0	5.334	5.334	0.00	4,758.96
Report Totals:	430,355,365.06	430,267,482.51	422,007,115.43	100 %	73.594	431	45	2.947	2.919	2,758,986.52	-8,260,367.08

The chart below represents the City's investment portfolio classified by days until maturities from September 30, 2024. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The chart below represents the City's average return on investments, alongside with three-year Treasury bill and the LAIF Pooled Monthly Investment Account (PMIA) average Monthly Effective Yields, as benchmarks for the City's portfolio.



STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in a Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. City of Oxnard Monthly Investment Report September 2024
2. September 2024 Investment Report Presentation

Investment report
for the month Ended in September 30, 2024

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,186) adopted by the City Council held on July 2, 2024

Investments have been made in compliance with California Government Code and in accordance with the City's Investment Policy. **SYMPRO** provides the market value for negotiable instruments held in safekeeping included in this report. For investments not held by the City's custodian, market values are obtained from individual monthly statements. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

10/15/2024
Date

City of Oxnard
Cash and Investment Summary
Month Ended
September 30, 2024

Cash and Investment Position	**Sep-24**
Cash	
Bank of America General Account	$ 8,205,767.82
Bank of America Successor Agency Account	2,651,933.20
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U.S. Government Sponsored Entities *	258,764,512.55
Total Investments	**422,007,115.43**
Total Cash and Investments	**$ 433,188,245.96**

* Market Value

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
September 1 - September 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		33,270,365.06	33,270,365.06	33,270,365.06	4.400	1	4.400	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	956,632.00	1,000,000.00	0.610	517	0.610	3/2/2026
31422XNQ1	Farmer Mac	10/5/2021	3,000,000.00	2,998,944.00	3,000,000.00	0.560	3	0.560	10/4/2024
3133EPYB5	Federal Farm Credit Bank	10/10/2023	1,000,000.00	1,000,000.00	1,000,000.00	5.500	9	5.500	10/10/2024
3133EPYB5	Federal Farm Credit Bank	10/10/2023	1,000,000.00	1,000,000.00	1,000,000.00	5.500	9	5.500	10/10/2024
3133EMQQ8	Federal Farm Credit Bank	2/12/2021	1,000,000.00	994,421.00	1,000,000.00	0.300	42	0.300	11/12/2024
3133EMQQ8	Federal Farm Credit Bank	2/25/2021	2,000,000.00	1,988,842.00	1,999,846.67	0.300	42	0.368	11/12/2024
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	948,486.00	1,000,000.00	1.140	749	1.140	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	954,321.00	1,000,000.00	1.700	849	1.700	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	960,081.00	1,000,000.00	2.000	869	2.000	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	960,081.00	1,000,000.00	2.000	869	2.000	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	960,798.00	1,000,000.00	2.050	877	2.050	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	959,648.00	1,000,000.00	2.000	877	2.000	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	960,343.00	1,000,000.00	2.030	877	2.030	2/25/2027
3130AR2C4	Federal Home Loan Bank	2/28/2022	1,000,000.00	990,349.00	1,000,000.00	2.200	150	2.200	2/28/2025
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	971,070.00	1,000,000.00	2.500	877	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,929,940.00	2,000,000.00	2.250	884	2.250	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	963,860.00	1,000,000.00	2.200	884	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	963,860.00	1,000,000.00	2.200	884	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,253,018.00	1,298,108.50	2.200	884	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,605,419.00	2,698,690.50	2.250	884	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	994,144.00	1,000,000.00	3.000	890	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	981,595.00	1,000,000.00	3.000	905	3.000	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	981,595.00	1,000,000.00	3.000	905	3.000	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,575,705.60	2,600,000.00	3.400	343	3.401	9/9/2025
3130ARZF4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,998,014.00	2,000,000.00	4.200	966	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,465.00	1,000,000.00	4.000	967	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,465.00	1,000,000.00	4.000	967	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,465.00	1,000,000.00	4.000	967	4.000	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,997,746.00	2,000,000.00	4.000	965	4.000	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,997,746.00	2,000,000.00	4.000	965	4.000	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	998,810.00	999,862.78	4.000	1,001	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	999,923.00	1,000,000.00	4.500	1,014	4.500	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,993,390.00	2,000,000.00	4.100	286	4.100	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	995,821.00	1,000,000.00	4.100	1,024	4.100	7/22/2027
3130A5KZ1	Federal Home Loan Bank	7/22/2022	1,000,000.00	998,393.00	1,000,000.00	4.250	478	4.250	1/22/2026
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	998,789.00	1,000,000.00	4.500	1,028	4.500	7/26/2027
3130A5NN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	999,066.00	1,000,000.00	4.375	1,030	4.375	7/28/2027
3130ASPP8	Federal Home Loan Bank	8/8/2022	1,000,000.00	997,772.00	1,000,000.00	4.300	311	4.300	8/8/2025
3130AT3P0	Federal Home Loan Bank	9/28/2022	1,000,000.00	999,673.00	1,000,000.00	5.000	1,078	5.000	9/14/2027
3130AUJV7	Federal Home Loan Bank	1/27/2023	1,000,000.00	999,307.00	1,000,000.00	5.000	664	5.000	7/27/2026
3130AUMY7	Federal Home Loan Bank	1/30/2023	1,000,000.00	999,312.00	1,000,000.00	5.400	1,214	5.400	1/28/2028
3130AVRV6	Federal Home Loan Bank	4/28/2023	1,000,000.00	999,231.00	1,000,000.00	5.650	1,305	5.650	4/28/2028
3130AVRV6	Federal Home Loan Bank	4/28/2023	2,000,000.00	1,998,462.00	2,000,000.00	5.650	1,305	5.650	4/28/2028
3130AYBY1	Federal Home Loan Bank	1/2/2024	12,000,000.00	12,000,060.00	12,000,000.00	5.120	274	5.120	7/2/2025
3130AYLP9	Federal Home Loan Bank	1/19/2024	1,000,000.00	999,846.00	1,000,000.00	5.000	381	5.005	10/17/2025
3130AYNA0	Federal Home Loan Bank	1/25/2024	1,000,000.00	999,657.00	1,000,000.00	5.550	1,577	5.550	1/25/2029

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3130AYZG4	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,002,391.00	1,000,000.00	5.400	1,597	5.400	2/14/2029
3130AXVH8	Federal Home Loan Bank	2/21/2024	5,000,000.00	5,003,275.00	5,004,185.79	5.500	1,147	5.467	11/22/2027
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,011,186.00	1,000,000.00	5.000	1,598	5.000	2/15/2029
3130B0EQ8	Federal Home Loan Bank	3/19/2024	1,000,000.00	1,004,513.00	999,107.02	5.375	1,624	5.398	3/13/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	2,012,640.00	2,000,000.00	5.250	605	5.250	5/29/2026
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,915,512.00	2,000,000.00	0.500	455	0.500	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,915,900.00	2,000,000.00	0.525	471	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,822,225.00	5,000,000.00	0.500	384	0.500	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	964,445.00	1,000,000.00	0.500	384	0.500	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,793,030.00	5,000,000.00	0.625	478	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,783,390.00	4,999,340.28	0.500	482	0.510	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	957,442.00	1,000,000.00	0.560	482	0.560	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,811,590.00	5,000,000.00	0.750	483	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,811,590.00	5,000,000.00	0.750	483	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,918,068.00	2,000,053.00	0.700	484	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,916,790.00	2,000,000.00	0.650	484	0.650	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,795,170.00	5,000,000.00	0.700	484	0.700	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,436,632.50	1,500,000.00	0.600	484	0.600	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,915,214.00	2,000,000.00	0.600	485	0.600	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	956,582.00	1,000,000.00	0.520	485	0.520	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	963,258.00	1,000,000.00	0.470	393	0.470	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	961,383.00	1,000,000.00	0.750	496	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	961,383.00	1,000,000.00	0.750	496	0.540	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,911,708.00	2,000,000.00	0.540	496	0.540	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,922,766.00	2,000,000.00	0.750	496	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	955,540.00	1,000,000.00	0.550	499	0.550	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,910,506.00	1,998,602.78	0.625	511	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,344.00	999,776.44	0.600	511	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,776,720.00	4,998,882.22	0.600	511	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,866,032.00	3,000,000.00	0.600	511	0.600	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,344.00	999,860.28	0.600	511	0.610	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,344.00	999,860.28	0.600	511	0.610	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,535.00	1,000,000.00	0.680	511	0.680	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,253.00	999,860.28	0.625	511	0.635	2/24/2026
3130AKWM4	Federal Home Loan Bank	2/26/2021	1,000,000.00	993,269.00	1,000,000.00	0.300	56	0.300	11/26/2024
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	957,009.00	1,000,000.00	0.800	525	0.800	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	956,506.00	1,000,000.00	0.800	531	0.800	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	956,506.00	1,000,000.00	0.800	531	0.800	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	956,365.00	1,000,000.00	0.800	532	0.800	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	934,510.20	975,000.00	1.000	538	1.000	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	956,456.00	1,000,000.00	0.875	538	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,928,450.00	2,000,000.00	1.000	539	0.871	3/24/2026
3130ALNU4	Federal Home Loan Bank	3/24/2021	1,000,000.00	982,370.00	1,000,000.00	0.680	174	0.680	3/24/2025
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	957,766.00	1,000,000.00	1.125	575	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	962,791.00	1,000,000.00	1.250	575	1.100	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	954,388.00	1,000,000.00	1.050	602	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	960,195.00	1,000,000.00	1.200	603	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,237,423.75	1,249,897.94	2.000	588	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,767,890.00	5,000,000.00	1.000	623	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,767,720.00	5,000,000.00	1.030	630	1.030	6/23/2026

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3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,860,200.00	3,000,000.00	1.125	652	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	948,412.00	1,000,000.00	1.080	714	1.080	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	978,389.00	999,697.46	0.625	211	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	947,878.00	1,000,000.00	1.100	742	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	947,878.00	1,000,000.00	1.100	742	1.100	10/13/2026
3130APSA9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130APSA9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130APSA9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,553.00	999,877.67	1.040	744	1.046	10/15/2026
3130APSA9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,553.00	1,000,000.00	1.040	744	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,841,939.00	3,000,000.00	1.100	750	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	948,222.00	1,000,000.00	1.150	751	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,896,444.00	2,000,000.00	1.150	751	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,897,906.00	2,000,000.00	1.200	755	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	948,558.00	1,000,000.00	1.180	755	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,897,906.00	1,999,586.11	1.200	755	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	949,942.00	1,000,000.00	1.250	755	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,899,884.00	2,000,000.00	1.250	755	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	949,942.00	1,000,000.00	1.250	755	1.250	10/26/2026
3130APF91	Federal Home Loan Bank	10/27/2021	1,000,000.00	990,496.00	1,000,000.00	0.650	87	0.650	12/27/2024
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	960,580.00	1,000,000.00	1.000	757	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,896,830.00	2,000,000.00	1.180	757	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	949,802.00	1,000,000.00	1.250	757	1.250	10/28/2026
3130APKZ7	Federal Home Loan Bank	10/28/2021	1,000,000.00	986,813.00	1,000,000.00	0.875	119	0.875	1/28/2025
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	947,806.00	1,000,000.00	1.250	770	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	947,806.00	998,945.83	1.250	770	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	947,806.00	1,000,000.00	1.250	770	1.250	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	951,137.00	1,000,000.00	1.375	776	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	951,137.00	1,000,000.00	1.375	776	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	951,644.00	1,000,000.00	1.400	776	1.400	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	951,008.00	1,000,000.00	1.375	778	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	953,185.00	1,000,000.00	1.500	783	1.500	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	963,994.00	1,000,000.00	2.000	813	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,191,977.50	1,250,000.00	1.625	820	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	981,031.00	1,000,000.00	3.250	924	3.250	4/13/2027
3134GX5H8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	988,181.00	1,000,000.00	4.000	958	4.000	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,988,716.00	2,000,000.00	3.500	234	3.500	5/23/2025
3134GX5Z8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,987,638.00	2,000,000.00	3.400	234	3.400	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,134.00	2,000,000.00	4.000	967	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	998,567.00	1,000,000.00	4.000	967	4.213	5/26/2027
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,990,154.00	1,999,926.77	3.250	148	3.261	2/26/2025
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,990,154.00	2,000,000.00	3.250	148	3.251	2/26/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,134.00	2,000,000.00	4.000	967	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	996,533.00	1,000,000.00	4.000	968	4.000	5/27/2027
3134GXUJ1	Federal Home Loan Mtg Corp	5/27/2022	2,000,000.00	1,994,994.00	2,000,000.00	3.250	57	3.250	11/27/2024
3134GXA61	Federal Home Loan Mtg Corp	6/30/2022	1,000,000.00	998,185.00	1,000,000.00	4.000	90	4.000	12/30/2024
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	1,002,769.00	1,000,000.00	4.250	1,014	4.250	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	996,038.00	1,000,000.00	4.000	293	4.000	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	996,038.00	1,000,000.00	4.000	293	4.000	7/21/2025

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3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	999,395.00	1,000,000.00	4.250	1,030	4.250	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	1,000,213.00	1,000,000.00	4.250	1,058	4.250	8/25/2027
3134GX3R3	Federal Home Loan Mtg Corp	10/18/2022	1,000,000.00	999,795.00	1,000,000.00	5.000	198	5.000	4/17/2025
3134GYEY4	Federal Home Loan Mtg Corp	1/27/2023	1,000,000.00	999,147.00	1,000,000.00	5.050	483	5.050	1/27/2026
3134GYJ29	Federal Home Loan Mtg Corp	1/17/2024	1,000,000.00	998,799.00	1,000,000.00	5.150	136	5.146	2/14/2025
3134H1PK3	Federal Home Loan Mtg Corp	1/18/2024	1,000,000.00	1,000,025.00	1,000,000.00	5.000	842	5.000	1/21/2027
3134H1TG8	Federal Home Loan Mtg Corp	2/21/2024	5,000,000.00	5,004,615.00	5,000,000.00	5.500	1,604	5.500	2/21/2029
3134H1TY9	Federal Home Loan Mtg Corp	2/23/2024	1,000,000.00	1,000,663.00	1,000,000.00	5.150	505	5.150	2/18/2026
3134H1TY9	Federal Home Loan Mtg Corp	2/23/2024	1,000,000.00	1,000,663.00	1,000,000.00	5.150	505	5.150	2/18/2026
3134H1VM2	Federal Home Loan Mtg Corp	2/27/2024	5,000,000.00	4,998,975.00	5,000,000.00	5.250	514	5.250	2/27/2026
3134GXXJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,918,744.00	2,000,000.00	0.550	478	0.550	1/22/2026
3135GAEB3	Federal National Mtg Assn	1/30/2023	1,000,000.00	999,084.00	1,000,000.00	5.125	300	5.125	7/28/2025
3135GAEB3	Federal National Mtg Assn	1/30/2023	1,000,000.00	999,084.00	1,000,000.00	5.125	300	5.125	7/28/2025
3135GALZ2	Federal National Mtg Assn	1/18/2024	1,000,000.00	1,000,477.00	1,000,000.00	5.000	836	5.000	1/15/2027
3135GALZ2	Federal National Mtg Assn	1/18/2024	2,000,000.00	2,000,954.00	2,000,000.00	5.000	836	5.000	1/15/2027
3135GAL82	Federal National Mtg Assn	1/23/2024	2,000,000.00	2,002,116.00	2,000,000.00	5.150	100	5.147	1/9/2025
Local Agency Investment Funds									
LAIF	LAIF		72,000,000.00	72,000,000.00	72,000,000.00	4.272	1	4.272	
Medium Term Notes									
037833DF4	Apple Inc.	12/28/2023	10,000,000.00	9,946,890.00	9,946,656.18	2.750	104	4.700	1/13/2025
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	969,184.00	1,000,110.60	0.550	323	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	958,660.00	999,986.47	0.700	495	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,913,549.00	3,000,000.00	2.000	321	2.000	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,976,540.00	2,000,000.00	4.050	603	4.050	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	997,081.00	1,000,000.00	5.000	994	5.000	6/22/2027
06048W229	Bank of America	10/20/2022	1,000,000.00	977,553.00	1,000,000.00	6.000	1,114	6.000	10/20/2027
06051GFS3	Bank of America	1/8/2021	1,000,000.00	996,880.00	1,025,080.95	3.875	304	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	948,134.00	1,000,000.00	0.800	511	0.080	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	945,747.00	1,000,000.00	1.400	590	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,891,494.00	2,000,000.00	1.400	590	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,891,494.00	2,000,000.00	1.400	590	1.400	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	940,772.00	999,471.54	1.200	632	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	906,526.00	1,000,000.00	1.200	667	1.200	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	936,010.00	1,000,000.00	1.250	723	1.250	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	936,010.00	1,000,000.00	1.250	723	1.250	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	970,811.00	1,000,000.00	1.000	210	1.000	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	939,523.00	1,000,000.00	1.400	658	1.400	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	938,045.00	1,000,000.00	1.350	685	1.350	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,875,647.00	3,000,000.00	0.700	471	0.700	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	980,308.00	1,000,000.00	4.200	1,046	4.200	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	928,499.00	1,000,000.00	1.200	696	1.200	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	928,499.00	1,000,000.00	1.200	696	1.200	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,427,828.82	1,510,000.00	0.950	471	0.950	1/15/2026
89236THZ1	Toyota Motor Credit	2/1/2021	2,000,000.00	1,915,192.00	2,000,000.00	0.400	125	0.400	2/3/2025
95001DCG3	Wells Fargo	10/28/2022	1,000,000.00	1,001,121.00	1,000,000.00	6.000	392	6.000	10/28/2025
Supranational									
459058JA2	Intl Bank Recon & Dev	3/1/2021	1,000,000.00	983,620.00	1,000,982.07	0.750	161	0.526	3/11/2025
Treasury Discounts -Amortizing									
912797LD7	U.S. Treasury	5/20/2024	3,000,000.00	2,982,912.00	2,981,305.49	5.099	44	5.303	11/14/2024
912797LD7	U.S. Treasury	5/20/2024	2,000,000.00	1,988,608.00	1,987,533.33	5.100	44	5.305	11/14/2024

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
September 1 - September 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
912797KU0	U.S. Treasury	5/30/2024	10,000,000.00	9,979,100.00	9,977,022.22	5.170	16	5.349	10/17/2024
		Total	430,355,365.06	422,007,115.43	430,267,482.51				

Investment activities for the month of September 2024

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	9/24/2024			LAIF		$ 12,000,000.00		
Total Purchases						$ 12,000,000.00		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	9/22/2024		3130AYB39	Federal National Mtg Assn		$ 5,000,000.00		
	9/30/2024		3135GAFT3	Federal Home Loan		$ 1,000,000.00		
Total Maturities, Calls & Sales						$ 6,000,000.00		

City of Oxnard
Monthly Investment Report
as of September 30, 2024
October 29, 2024

City Council
Presented by:
Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of September 30, 2024.

Discussion

City of Oxnard Cash and Investment as of September 30, 2024

Cash and Investment Position	Septmeber 2024
Cash	
Bank of America General Account	$ 8,205,767.82
Bank of America Successor Agency Account	2,651,933.20
Bank of America Citations Account	323,429.51
Bank of America Golf Course Account	-
Total Cash	**11,181,130.53**
Investments	
Local Agency Investment Fund (LAIF)	72,000,000.00
Ventura County Investment Pool (VCIP)	33,270,365.06
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	983,620.00
Medium Term Notes *	42,037,997.82
U.S. Treasury Notes *	14,950,620.00
U.S. Government Sponsored Entities *	258,764,512.55
Total Investments	**422,007,115.43**
Total Cash and Investments	**$ 433,188,245.96**

* Market Value

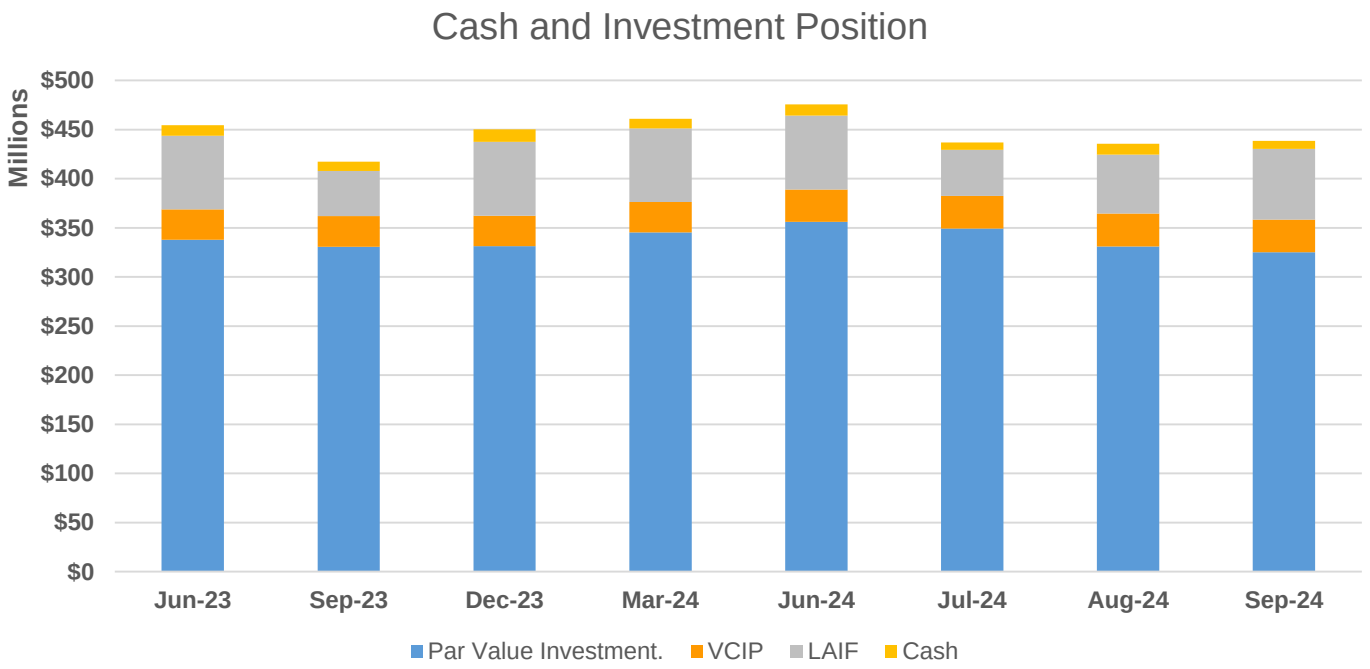
Page 1

Investment Compliance

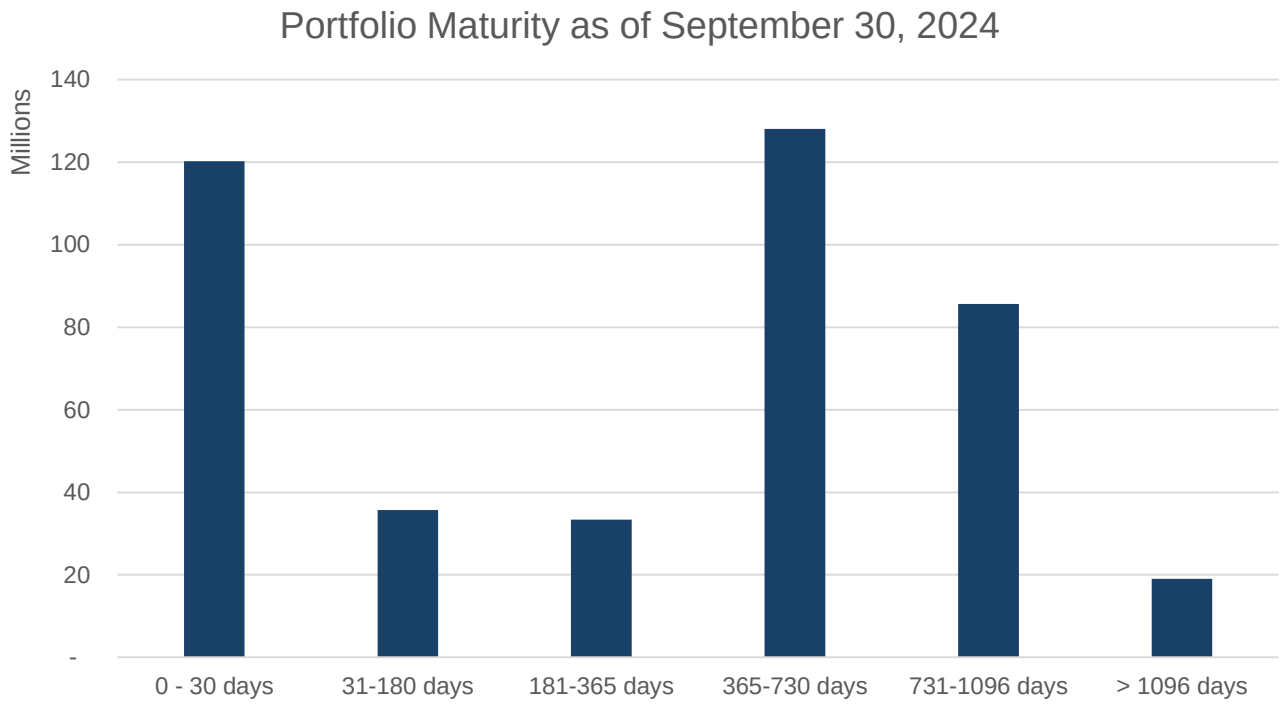
Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$72.00	$-	$-	**$72.0**	4.58%	17.06%
VCIP	n/a	33.3	-	-	**33.3**	4.34%	7.88%
Federal Agencies	n/a	50.4	190.3	18.0	**258.8**	2.33%	61.32%
Medium Term Notes	30%	17.7	23.3	1.0	**42.0**	2.40%	9.96%
Supranational	20%	1.0	-	-	**1.0**	0.52%	0.23%
Treasuries	n/a	14.95	-	-	**15.0**	5.33%	3.54%
Total Investment		**$189.3**	**$213.7**	**$19.0**	**$422.0**	**2.97%**	**100%**

*Total may not add due to rounding

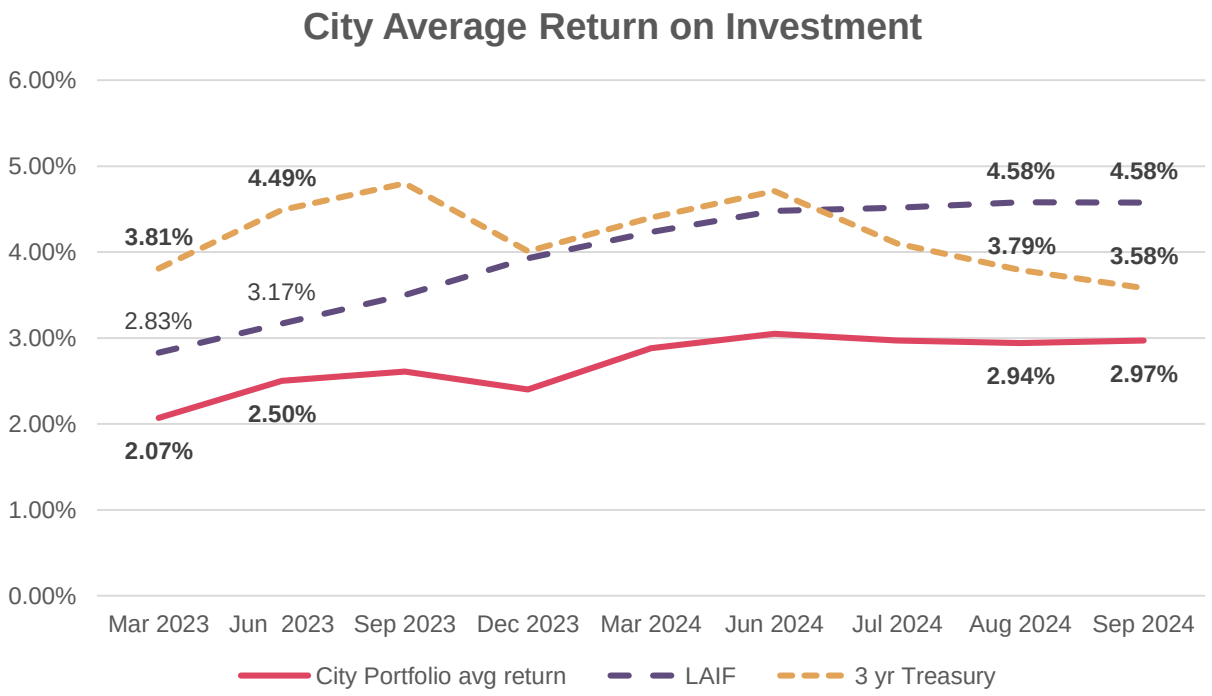
Cash and Investment Trend



Discussion


Portfolio Maturity as of September 30, 2024
Millions
140
120
100
80
60
40
20
-
0 - 30 days
31-180 days
181-365 days
365-730 days
731-1096 days
> 1096 days

Investment Return Trend



Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of September 30, 2024.

CITY OF OXNARD CALIFORNIA

Questions / Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32500211 with Square Signs, LLC for the Gateway Monument Project, Specification No. CM 24-05.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $315,720.15 in Project funds for the Gateway Monument Project, Specification No. CM 24-05;
2. The Mayor to execute an Agreement with Square Signs, LLC in the amount of $263,100.15 for the Project;
3. A Project contingency amount of $26,310 (10%) with Square Signs, LLC for a total not to exceed value of $289,410.15 for the Project;
4. A Project allocation amount of $26,310 for engineering, inspection, survey and project management for the project; and
5. A budget appropriation, and corresponding transfer in revenue, in the Capital Outlay Fund (301), in the total amount of $315,720.15, funded from existing General Fund (101) FY2024-25 appropriation.

This item did not originate in Committee as this is one of the four gateway monument signs approved by City Council in June 2023.

BACKGROUND

The Mayor's Gateway Project was spearheaded by the Mayor's Gateway Task Force, consisting of six community members representing the business community, tourism, education, and youth. The Task Force worked collaboratively with the Mayor and City Staff to identify locations and develop unique designs for four (4) gateway monuments at various entry points in Oxnard. In June 2023, the City Council approved the four gateway monument designs and locations, and authorized the City Manager to move forward with implementation of the first gateway monument located in South Oxnard.

The Project scope consists of the construction of one (1) gateway monument sign located at the intersection of South Oxnard Boulevard and Pleasant Valley Road, acting as an entry point to the City from the south. This is the first of four proposed gateway monuments in the City through the Mayor's Gateway Project approved by City Council in June 2023. The work includes fabrication and installation of a 40' entryway monument with illumination showcasing the word "OXNARD", utility adjustments and connections, restoration of asphalt concrete pavement, and all other associated work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on August 29, 2024, and all bids were due on September 25, 2024. The City received the following bids:

1. Square Signs, LLC: $263,100.15
2. CB&G Sign Solutions: $738,500.00

The lowest responsive bidder is Square Signs, LLC. Following this determination, procurement staff reviewed all documentation received from Square Signs, LLC and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Square Signs, LLC.

In addition to the project award amount of $263,100.15, Staff recommends authorizing $53,620 for the project, which includes $26,310 for project contingency (10% of the contract costs) and $26,310 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $315,720.15.

The work is tentatively scheduled to begin in November 2024. Absent any delays for supply chain issues, unforeseen site conditions or weather, the project should be completed in January 2025. Staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

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 is $315,720.15 which includes the construction agreement, contingency and project allocation. Approval of the recommended action will appropriate $315,720.15 and recognize the corresponding transfer in revenue in the Capital Outlay Fund (301). There is sufficient FY2024-25 General Fund (101) appropriation available in the City Manager's operating budget to fund the transfer to the capital project.

For Finance Use Only: Capital Outlay Fund (Org. 3011401 Obj. 49300/53200, 56XXX) Project C25XX

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Agreeement 32500211 Gateway Monument CM 24-05R

CONSTRUCTION CONTRACT FOR GATEWAY MONUMENT PROJECT (REBID) SPECIFICATION NO. CM 24-05R BY AND BETWEEN THE CITY OF OXNARD AND SQUARE SIGNS LLC DBA FRONT SIGNS

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SQUARE SIGNS LLC DBA FRONT SIGNS ("Contractor"). Contractor's license number is 1053708. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the GATEWAY MONUMENT PROJECT (REBID) as more fully described in the bid package issued by the City for SPECIFICATION NO. CM 24-05R (the "Project"); and

WHEREAS, on August 29, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized Limited Liability Company in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies specified in Appendices A and B of the bid package or as may otherwise be required by law;
4. Bid Addenda issued by the City;
5. Notice Inviting Bids and Instructions to Bidders;
6. Special Provisions
7. General Provisions
8. Appendices
9. Plans
10. Bid Forms and attachment thereto;
11. Performance Bond;
12. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly

store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A or C-45 Contractor's license issued by California State Contractors License Board.

This project requires a specialty item, which is a 40 foot tall sign with internal lighting, also known as a "gateway monument sign." The City requires the sign fabrication be performed by a C-45 licensed entity.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Two Hundred Sixty-Three Thousand One Hundred dollars and Fifteen Cents, ($263,100.15) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of sixty (60) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government

Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, 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 in connection with the Work. Each payroll record must 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; and

b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate 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 Contractor.

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the 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 this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of FIVE HUNDRED TEN DOLLARS ($510) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous

substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its 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 Project Manager shall have full and

free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any

uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
905 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Square Signs LLC dba Front Signs
3520 Valhalla Drive
Burbank, CA 91505

B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor

and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen Fischer
City Attorney Date

SQUARE SIGNS, LLC

_____ _____
Gevorg Hambardzumyan, Manager [2] Date

_____ _____
Shushan Hambardzumyan, Manager 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.

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-E: Insurance Requirements.

Exhibit C: Iran Contracting Act Certification Form completed by Contractor.

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

GATEWAY MONUMENT PROJECT (REBID)
SPECIFICATION NO. CM 24-05R

Bidder's Name: Square Signs LLC dba Front Signs

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Mobilization and Demobilization (5% maximum of Total Bid Price)	Special Provisions Part 2, Section 1000	LS	1	$ 8,400.00	$ 8,400.00
2.	Permitting and Traffic Control	Special Provisions Part 2, Section 1001	LS	1	$ 2,000.00	$ 2,000.00
3.	Sign Fabrication (Specialty Item)	Special Provisions Part 2, Section 1002	LS	1	$97,014.00	$97,014.00
4.	Construct Cast-in-place Concrete Base and Footing	Special Provisions Part 2, Section 1003	LS	1	$ 21,631.50	$ 21,631.50
5.	Base Sign Element Fabrication and Installation (Specialty Item)	Special Provisions Part 2, Section 1004	LS	1	$ 6,882.75	$ 6,882.75

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
6.	Sign Installation	Special Provisions Part 2, Section 1005	LS	1	$ 17,600.00	$ 17,600.00
7.	Shop Drawings	Special Provisions Part 2, Section 1006	LS	1	$ 600	$ 600
8.	Material and Finish Samples	Special Provisions Part 2, Section 1007	LS	1	$ 500	$ 500
9.	Furnish and Install 2" Electrical Conduit	Special Provisions Part 2, Section 1008	LF	880	$ 9.72	$ 8,553.60
10.	Furnish and Install Project Wiring	Special Provisions Part 2, Section 1009	LS	1	$ 36,052.50	$ 36,052.50
11.	Furnish and Install Electrical Pull Box	Special Provisions Part 2, Section 1010	EA	5	$ 7,429.00	$ 37,145.00
12.	Furnish and Install Pedestal with Photocell	Special Provisions Part 2, Section 1011	EA	1	$ 5,418.80	$ 5,418.80
13.	Southern California Edison (SCE) Connection	Special Provisions Part 2, Section 1012	LS	1	$ 600	$ 600
14.	Construct Cast-In-Place Concrete Pad	Special Provisions Part 2,	EA	2	$ 10,051.00	$ 20,102.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
		Section 1013				
15.	Utility Clearances	Special Provisions Part 2, Section 1014	LS	1	$ 600	$ 600
16.	Shipping and Storage	Special Provisions Part 2, Section 1015	LS	1	$ 0.00	$ 0.00
				TOTAL BID PRICE:	$ 263,100.15	

TOTAL BID PRICE IN DIGITS: $ 263,100.15

TOTAL BID PRICE IN WORDS: two hundred sixty-three thousand one hundred dollars and fifteen cents

Bidder's Company Name: Square Signs LLC dba Front Signs

Signature: _____ Title: CEO

Print: GEVORG HAMBARDZUMYAN Date: 09/25/2024

EXHIBIT B

INSURANCE EXHIBIT INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-E.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 $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, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

CITY OF OXNARD % 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

SUBMIT IN DUPLICATE

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		
□ _____		
□ _____		

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
   a. 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 _____

Rev. 1/23 INS-E.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

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 C

CITY OF OXNARD
GATEWAY MONUMENT PROJECT (REBID)
SPECIFICATION NO. CM 24-05R

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
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 the bid is submitted or the contract is 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): Square Signs LLC dba Front Signs Federal ID Number (or n/a): 81-3945364

By (Authorized Signature):

GEVORG HAMBARDZUMYAN, CEO 09/25/2024
Printed Name & Title of Person Signing: Date Executed

Executed in the County of Los Angeles in the State of California

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial 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 _____

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 GATEWAY MONUMENT PROJECT (REBID) SPECIFICATION NO. CM 24-05R.

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: _____
	Its _____
(Seal)	*(Seal)*

Notes: This Bond must be executed 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 GATEWAY MONUMENT PROJECT (REBID) SPECIFICATION NO. CM 24-05R.

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: _____
	Its_____
(Seal)	*(Seal)*

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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: October 29, 2024

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Public Project Agreement 32500212 with Square Signs, LLC for the Citywide Wayfinding Sign Program Specification No. CM 24-132.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $608,169.13 in Project funds for the Citywide Wayfinding Sign Program Project Specification No. CM 24-132;
2. The Mayor to Execute an Agreement with Square Signs, LLC in the amount of $506,807.61 for the Project;
3. A Project contingency amount of $50,680.76 (10%) with Square Signs, LLC for a total not to exceed value of $557,488.37 for the Project; and
4. A Project allocation amount of $50,680.76 for engineering, inspection, survey and project management for the Project.

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

BACKGROUND

The current wayfinding system in Oxnard was implemented in the early 2000s and has not been properly maintained or updated to reflect current destinations. In Spring 2022, the City Council approved American Rescue Plan Act (ARPA) funds for the Oxnard Convention & Visitors Bureau ("Visit Oxnard") to modernize and update the citywide wayfinding program in coordination with the City. This was intended to provide aid to Oxnard's hospitality industries and businesses impacted by COVID-19's closures by investing in an upgraded wayfinding information system. In February 2024, the City Council approved the Citywide Wayfinding Program, including the overall design and prioritized implementation plan with the remaining ARPA funds. The Project scope consists of the fabrication and installation of directional vehicular wayfinding signage across the City and the removal of existing wayfinding signage.

CIP Reference

Project No. G2214 – Citywide Wayfinding Program CM 24-132 - CIP 2020-2025 - Adopted June 16, 2020 – Page 108.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on September 5, 2024, and all bids were due on September 26, 2024. The lowest responsive bid was based on the total base price submitted without considering additive items. The City received the following bids:

1. Square Signs, LLC: $405,414.82
2. TFN Architectural Signage, Inc.: $1,286,221.76

3. CB&G Sign Solutions: $2,420,589.94

The lowest responsive bidder is Square Signs, LLC. Following this determination, procurement staff reviewed all documentation received from Square Signs, LLC. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Square Signs, LLC.

The base bid of the project included the work items to furnish and install 54 vehicular directional signs citywide and the removal of 38 existing signs. Additionally, the bid packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff was not certain would be possible due to limited project funding. There were a total of 5 additive items. Additive items 1-2 were for an additional nine (9) vehicular directional signs citywide and additive items 3-5 were for seven (7) secondary gateway ("City of Oxnard") signs.

Based on available budget, the Project Manager recommends Council approve the project including the base bid and all additive items. The cost of the additive items is $101,392.79. In addition to the project award amount of $506,807.61 (includes the base bid of $405,414.82 plus all additive items of $101,392.79), Staff recommends authorizing $101,361.52 for the project, which includes $50,680.76 for project contingency (10% of the contract costs) and $50,680.76 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $608,169.13.

The work is tentatively scheduled to begin in November 2024 and continue into February 2025 absent any delays for supply chain issues, unforeseen site conditions or weather. General project information will be disseminated to help keep the public informed as well.

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

The total cost for this Project is $608,196.13 which includes the construction agreement, contingency and project allocation. The Citywide Wayfinding Sign Program Project CM 24-132 has an available project budget balance of $765,428.64 from the American Rescue Plan Act Fund.

For Finance Use Only: American Rescue Plan Act Fund (Org. 2041401 Obj. 53200) Project G2214

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Agreeement 32500212 Citywide Wayfinding Sign CM 24-132

CONSTRUCTION CONTRACT FOR CITYWIDE WAYFINDING SIGN PROJECT SPECIFICATION NO. CM 24-132 BY AND BETWEEN THE CITY OF OXNARD AND SQUARE SIGNS LLC DBA FRONT SIGNS

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SQUARE SIGNS LLC DBA FRONT SIGNS ("Contractor"). Contractor's license number is 1053708. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the CITYWIDE WAYFINDING SIGN PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. CM 24-132 (the "Project"); and

WHEREAS, on September 5, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized Limited Liability Company in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 (“Prevailing Wage”) and 24 (“Ambiguities”) with respect to Exhibit “A” (Contractor’s submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies specified in Appendices A and B of the bid package or as may otherwise be required by law;
4. Bid Addenda issued by the City;
5. Notice Inviting Bids and Instructions to Bidders;
6. Special Provisions
7. General Provisions
8. Appendices
9. Plans
10. Bid Forms and attachment thereto;
11. Performance Bond;
12. Payment Bond.

3. CONTRACTOR’S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the “Project Manager”).

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor’s expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner’s Representative, the Contractor shall, at the Contractor’s sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor’s discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately

caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A or C-45 Contractor's license issued by California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Five Hundred Six Thousand Eight Hundred Seven Dollars and Sixty-One Cents, ($506,807.61) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred thirteen (113) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted

all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;

4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, 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 in connection with the Work. Each payroll record must 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; and

   b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate 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 Contractor.

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the 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

this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of TWO THOUSAND DOLLARS ($2,000) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in part with This Project is funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA), and further acknowledges and agrees to the provisions in the "**Federal Grant Contract**

Addendum" attached to this Contract as **Exhibit "E**" and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

A. **ACCESS TO RECORDS**. (1) The Contractor agrees to provide the City of Oxnard, FEMA administrator, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **SEAL, LOGO AND FLAGS**. The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.

D. **NO OBLIGATION BY FEDERAL GOVERNMENT**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its 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 Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit "F", shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Square Signs LLC dba Front Signs
3520 Valhalla Drive
Burbank, CA 91505

B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen Fischer, City Attorney Date

SQUARE SIGNS, LLC

_____ _____
Gevorg Hambardzumyan, Manager [2] Date

_____ _____
Shushan Hambardzumyan, Manager 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.

EXHIBITS

Exhibit A: **Contractors Bid Proposal.**

Exhibit B: **Form INS-G: Insurance Requirements.**

Exhibit C: **Reserved.**

Exhibit D: **Disadvantaged Business Enterprises (DBE) and First Tier Subcontractors Form and Instructions.**

Exhibit E: **Federal Grant Contract Addendum**

Exhibit F: **Grant Master Agreement**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

CITYWIDE WAYFINDING SIGN PROJECT
SPECIFICATION NO. CM 24-132

Bidder's Company Name: SQUARE SIGNS LLC DBA FRONT SIGNS

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE-MENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Mobilization (maximum 5% of Total Bid Price)	Part 2, 1000-3	LS	1	$12,000.00	$12,000.00
2.	Permitting and traffic control (materials and labor)	Part 2, 1001	LS	1	$2,000.00	$2,000.00
3.	Removal of existing sign	Part 2, 1002	EA	38	$580.00	$22,040.00
4.	Shop drawings	Part 2, 1003	LS	1	$600.00	$600.00
5.	Material and finish Samples	Part 2, 1004	LS	1	$546.25	$546.25
6.	Utility clearances	Part 2, 1005	LS	1	$600.00	$600.00
7.	Shipping & storage	Part 2, 1006	LS	1	$0.00	$0.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE-MENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
8.	Fabricate and Install Vehicular Directional - Residential Size, RES.3	Part 2, 1007	EA	1	$1,551.35	$1,551.35
9.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, VDIR.1	Part 2, 1008	EA	3	$3,255.65	$9,766.95
10.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, VDIR.2	Part 2, 1009	EA	5	$3,772.40	$18,862.00
11.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, Left Mount, VDIR.2_LT	Part 2, 1010	EA	1	$3,870.73	$3,870.73
12.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, Downtown, VDIR.2_DT	Part 2, 1011	EA	3	$6,303.73	$18,911.18
13.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, VDIR.3	Part 2, 1012	EA	14	$6,539.71	$91,555.87
14.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, Left Mount, VDIR.3_LT	Part 2, 1013	EA	2	$6,539.71	$13,079.41

15.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, Downtown, VDIR.3_DT	Part 2, 1014	EA	4	$8,427.55	$33,710.18
16.	Fabricate and Install Vehicular Directional – 6" Copy, Double Pole, VDIR.4	Part 2, 1015	EA	1	$4,313.19	$4,313.19
17.	Fabricate and Install Vehicular Directional – 6" Copy, Double Pole, VDIR.5	Part 2, 1016	EA	6	$5,857.99	$35,147.91
18.	Fabricate and Install Vehicular Directional – 6" Copy, Double Pole, VDIR.6	Part 2, 1017	EA	14	$9,775.69	$136,859.66
					BASE AMOUNT TOTAL:	$ 405,414.69*

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE-MENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, VDIR.2	Part 2, 1018	EA	2	$4,335.04	$8,670.08
2.	Fabricate and Install Vehicular Directional – 4" Copy, Single Pole, VDIR.3	Part 2, 1019	EA	7	$6,539.71	$45,777.94*

*** Additive Item #1 sign locations are 110, 111, 112, 112A, 112B, 113, 113A, 123, and 124**

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE-MENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Fabricate and Install Gateway Sign, GATE.2A	Part 2, 1020	EA	3	$3,703.58	$11,110.73*
2.	Fabricate and Install Gateway Sign, GATE.2B	Part 2, 1021	EA	2	$5,637.30	$11,274.60
3.	Fabricate and Install Gateway Sign, GATE.2C	Part 2, 1022	EA	2	$12,279.70	$24,559.40

*** Additive Item #2 sign locations are 05, 06, 07, 08, 09, 10, and 11**

TOTAL BID PRICE = BASE AMOUNT TOTAL

TOTAL BID PRICE IN DIGITS: $ 405,414.69*

TOTAL BID PRICE IN WORDS: four hundred five thousand four hundred fourteen dollars and sixty-nine cents

Bidder's Company Name: SQUARE SIGNS LLC DBA FRONT SIGNS

Signature: _____ Title: CEO

Print: GEVORG HAMNARDZUMYAN Date: 09/25/2024

*** Corrections to mathematical caclulations submitted.**

Contract award amount is $506,807.61 which is the total of corrected Base Amount $405,414.82 plus Additive Item 1 $54,448.05 plus Additive Item 2 $46,944.74.

EXHIBIT B

EXHIBIT INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** [ ] UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

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

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

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

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 % 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

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the ACity@)

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____

Telephone: (_____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

EXHIBIT C

RESERVED

EXHIBIT D

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: CM 24-132

Contractor: Square Signs LLC dba Front Signs

Submittal #: 1

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
Full vinyl material scope	No	No	N/A	N/A

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Safe

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
minority business development agency	Unknown	Phone call	9/17/24	Successful
Small business administration SBA	Unknown	Phone call	9/17/24	Successful

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
Safeway sign company	Jensen Carson Sales manager	Small business and disadvantaged business Enterprise	Email	9/17/24	None	Y

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

They provided their small business cert ID and their disadvantaged business enterprise cert ID and they are both current

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

We reached out the appropriate parties to determine an SB and DBE company that we could work with and we found someone.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

None. They do not need assistance to get insurance bonds, etc. because they are not a subcontractor but rather our preferred supplier of materials.

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Small and Minority Business, and Women's Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The

Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.
Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products

such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. **(applies to projects over $2000)**

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. <u>Compliance with the Copeland "Anti-Kickback" Act</u>. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

GEVORG HAMBARDZUMYAN, CEO

Name and Title of Contractor's Authorized Official

_____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

GEVORG HAMBARDZUMYAN

Name

CEO, SQUARE SIGNS LLC DBA FRONT SIGNS

Title and Organization Name



Signature

09/25/2024

Date

EXHIBIT F

Grant Master Agreement

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen

Authorized Representative Title: City Manager

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 081790214
City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by: Alexander Nguyen
50594C854EE444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

Recipient

5/11/2021

Date

DocuSigned by:
Alexander Nguyen
505981C554FE444A

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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 WAYFINDING SIGN PROJECT SPECIFICATION NO. CM 24-132.

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: _____
	Its _____
(Seal)	***(Seal)***

Notes: This Bond must be executed 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 WAYFINDING SIGN PROJECT SPECIFICATION NO. CM 24-132.

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: _____
	Its _____
(Seal)	***(Seal)***

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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Agreement 32500151 with Filippin Engineering, Inc. for Construction Management Services for Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Filippin Engineering, Inc. in the amount of $415,947.64 with a term from November 1, 2024, to June 30, 2026, for construction management services for Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119.

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

BACKGROUND

As part of the 2016 Integrated Master Plan the sewer collection system was inspected to identify aging and damaged infrastructure. The Master Plan identified the following locations:

- Ventura Road: 3,100’ between Doris Ave and Little Farm Road
- Rice Avenue: 1,900’ between Latigo Ave and Camino Del Sol

By proactively replacing aging infrastructure the Wastewater Division will prevent spills and emergency repairs that occur when broken pipes result in voids underneath roads. Due to staff workload and the scale of this project a construction management consultant will be engaged to provide full-time engineering and inspection. To meet this need, the Wastewater Division solicited for a consultant with well-documented construction management experience to provide full-time staffing on a contracted basis to manage the extensive construction operations.

Capital Improvement Project (CIP) Reference:

Project No. **C2309** – Wastewater Collection: Gravity Main Improvements - CIP 2025-2029 - Adopted June 4, 2024 – Page 144.

DISCUSSION

The specific work for this project includes construction management services for the Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119. The consultant is tasked with the following:

- Coordinate with the City’s Project Manager on the Project and be the point of contact for the Contractors.
- Develop the pre-construction meeting agenda and lead the meeting, notifying all parties prior to the meeting of the time and location of the meeting.
- Coordinate with the Contractor prior to mobilization and coordinate a pre-construction field meeting.

- Develop the weekly project progress meeting agendas and hold project progress meetings.
- Maintain all document management control logs of RFIs, Submittals, Potential Change Orders, etc. on a web-based document management system. Develop a digital copy of all project documentation at the end of the project and submit it to the City's Project Manager.
- Submit and coordinate all Contractors' submittals with the Design Engineer for approval prior to construction.
- Perform daily inspection of the entire construction process, ensuring conformance with the Contract Documents full-time when the Contractor is on-site.
- Record all deficiency work and coordinate the corrective work with the Contractor if needed.
- Review all Contractor Change Order Requests against the Contract Documents for entitlement. Provide a recommendation of acceptance.
- If recommended, review all Contractor Change Order Requests hereafter, for general accuracy, compliance with the City's General Provisions specification and industry standards regarding format, pricing, and overhead percentages.
- Review and process the Contractor's pay requests.
- Coordinate State Revolving Fund (SRF) compliance
- Review Contractors Project Schedule and provide recommendations for acceptance or revisions.
- Review As-Built / Record drawings as developed by the Contractor for accuracy and approve for submission to the design engineer.
- Review and process O&M and spare parts with the Contractor and City Staff.

The request for proposals (RFP) for the project was published on May 29, 2024, and all were due on July 16, 2024. The City received four proposals, with all deemed complete and responsive. These were then reviewed by three staff members consisting of the Wastewater Division Manager, Senior Engineer, and the Project Manager.

Filippin Engineering, Inc. (Filippin) was selected as the most qualified firm to provide construction management services for the Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119. The selection was based on the firm's sewer construction experience, understanding of the Engineering Division's needs, and a dedicated local presence. Staff has confirmed that Filippin meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item 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 of this Agreement with Filippin Engineering, Inc. shall not exceed $415,947.64 for professional construction management services for the Ventura Road and Rice Avenue Sewer Main Replacement Project. There is sufficient project budget (C2309) available in the Wastewater Capital Fund (612), funded from the Wastewater Operating Fund (611), to cover the cost of this agreement.

For Finance Use Only: Wastewater Capital Fund (Org. 6123610 Obj. 49300/56270, 56050); Wastewater Operating Fund (Org. 6111001 Obj. 59800) Project C2309

COMMITTEE OUTCOME

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

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500151

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FILIPPIN ENGINEERING, INC.

By This CONSULTANT/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the Services of Filippin Engineering, 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. Construction Management Services for Ventura Road and Rice Avenue Sewer Main Replacement 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

Filippin Engineering, Inc ("CONSULTANT"), a corporation of the State of California, located at 354 S. Fairview Ave, Suite D, Goleta, CA 93117

4. TERM OF AGREEMENT: From: November 1, 2024 To: June 30, 2026

4.1 Time is of the essence in this Agreement.

4.2 This Agreement does not have any options to extend

4.3 [Intentionally Omitted]

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: $415,947.64.

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: Living Wage Policy
Exhibit E: 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: Tim Beaman	Name: Gino Filippin
Title: Assistant Public Works Director	Title: President
Phone:805-385-8141	Phone: 805-729-0041
Email: timothy.beaman@oxnard.org	Email: gino@fecivil.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 13 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: **pwinvoices@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 4.2 and 4.3 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 4.2, 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. [RESERVED]

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 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 23.1 and 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.

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 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 E" 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

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. [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 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]

FILIPPIN ENGINEERING, INC.

Gino Filippin P.E., President Date

Paul Henderson, CCM, Vice President[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[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 FILIPPIN ENGINEERING INC)

SCOPE OF SERVICES

Jorge Espinoza 805-200-5415 Jorge.Espinoza@oxnard.org

Task 1: Program Management

- **Project Management:** Establish and maintain effective project management and communication throughout the project. Coordinate all work efforts of the Project Team, including representatives from the City, and facilitate regular project progress meetings. Provide regular updates on project status and budget.
- **Project Kick-off Meeting:** Facilitate a kick-off meeting with the City to discuss the project scope and parameters. Prepare and distribute a draft agenda in advance for review and comment. Identify specific project goals and develop a strategy to accomplish these goals. Prepare and distribute meeting minutes.
- **Progress Meetings:** Conduct bi-weekly progress meetings with the City. Prepare an agenda that includes topics such as safety, RFIs, submittals, change orders, schedule, and construction progress. Prepare and distribute meeting minutes from each meeting.
- **Monthly Invoicing:** Submit monthly invoices with all supporting documentation in a format acceptable to the City. Deliver invoices electronically to the Project Manager.
- **CM Staffing:** Provide appropriate staffing to meet the project needs.

TASK 1 DELIVERABLES	
Notice to Proceed for the Contractor	Preconstruction Meeting Agenda and Minutes
Proposed Submittal List	Preconstruction Scheduling and Documentation
Project Kick-Off Meeting Agenda and Minutes	Submittal Reviews

Task 2: Construction Administration

Construction Management Team: This core team is led by the Principal-in-Charge or the Resident Engineer (RE) and includes the Construction Inspectors and Office Engineer. Our core team is well versed in a variety of roles because the size of our company facilitates all of us knowing how to do everything (much like a small agency), which we believe provides a benefit to the agency in that we can be agile in responding to project needs as they arise. All communications will go through our RE to make sure that everything is handled appropriately, follows the contract, and is logged accordingly and all parties are on the same page. The scope of work will be coordinated with the City of Oxnard to meet the needs of the project and below are the core responsibilities that are expected:

- **Contract Administration:** Administer construction contracts and provide technical support to City staff. Ensure effective communication with the contractor and other stakeholders. RE will respond to RFIs, RFCs, RFPs, submittals, and other correspondence in a timely and thorough manner.
- **Quality Assurance:** Oversee Earth System and assist with the Contractor's Quality Assurance program. Evaluate requests for material and equipment substitutions and changes. Monitor the contractor's resource loading and advise on corrective actions needed to maintain the schedule.
- **Submittal Review:** Receive, respond, log, and track submittals. Forward submittals to the Engineer of Record when necessary and ensure timely responses.
- **Project Meetings:** Conduct weekly job site construction meetings, maintain action items, and distribute meeting minutes.
- **Safety and Security Monitoring:** Monitor and enforce safety compliance. Provide the necessary PPE for the CM team. Prepare a safety plan and routinely check job site security.
- **Environmental Monitoring:** Review and enforce requirements stipulated in permits and environmental documents.
- **Controls and Scheduling:** Provide comprehensive project scheduling and control expertise. Review contractor's baseline and progress schedules, monitor project progress, and detect early delays.
- **Reporting:** Prepare and distribute monthly construction reports, including daily inspection reports, weekly job site meeting minutes, monthly overview, project cost to date, schedule updates, and recommendations to mitigate delays.
- **Progress Payment Review:** Review and approve monthly contractor invoices. Verify compliance with contract terms and conditions.
- **Contract Extensions:** Review and analyze contractor time extension requests.
- **Miscellaneous Coordination:** Coordinate and monitor work performed by others. Review project notices and provide recommendations.
- **Cost Estimating:** Maintain a cost estimating system. Evaluate contractor proposals and change orders, provide detailed analysis, and recommend outcomes to the Project Manager.
- **Document Control:** Utilize Procore for document management filing, tracking, and maintaining all project documents. Ensure proper handling of claims and disputes and maintain current as-built drawings and specifications.

Materials Testing Team: Our subconsultant, Earth Systems Pacific, will perform the materials testing for the project. Filippin Engineering, Inc (FE) has worked closely for years with the Earth Systems Pacific (Earth Systems) team, and we know they are a proven entity for assuring that detailed Quality Assurance is executed while keeping the CM team informed of potential issues at every turn while maintaining meticulous documentation for an efficient close-out.

- **Quality Assurance Plan** Manage the City's Quality Assurance Plan. Evaluate contractors requests for material and equipment substitutions and changes.

Archaeological Monitoring Team: Our subconsultants, Rincon Consultants, will perform the archaeological and American Indian or Chumash monitoring for the project. Julie Tumamait-Stenslie, Barbareño/Ventureño Band of Mission Indians, or another Native American representative of her choosing will be available for Rincon to provide monitoring as needed. FE has worked closely with the Rincon Consultants (Rincon) team, and we know they are a proven entity for assuring that detailed Quality Assurance is executed while keeping the CM team informed of potential issues at every turn while maintaining meticulous documentation for an efficient close-out.

- **Archaeological Monitoring:** Archaeological monitoring for sewer construction projects ensures the protection of cultural resources by overseeing excavation activities, identifying artifacts or remains, and implementing measures to mitigate impacts on archaeological sites.
- **Worker Cultural Awareness Training:** Rincon Archaeologist/Cultural Resources Specialist will conduct a short cultural resources awareness training course for construction workers and supervisors. Ms. Tumamait-Stenslie, or another Native American representative of her choosing, will be present to assist with the training. The training will be conducted on-site, on the first day of construction ground-disturbance, and will explain the importance of the protection of archaeological resources, and the procedures to be followed in the event of an inadvertent discovery during construction.
- **Archaeological Regulatory Requirements:** The proposed scope of work will be completed in accordance with the Monitoring and Inadvertent Discovery Plan prepared for the undertaking1 in compliance with Section 106 of the National Historic Preservation Act (Section 106). The City of Oxnard is the lead agency responsible for implementation of the Monitoring and Inadvertent Discovery Plan during construction. The State Water Resources Control Board (SWRCB) is the lead agency responsible for implementation of Section 106 requirements including consulting with the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) if an inadvertent discovery occurs during construction. Rincon is proposing to provide archaeological monitoring services for initial ground-disturbing activities associated with the sewer improvements on Rice Avenue (Project #11), spot-check monitoring services during ground-disturbing activities associated with the sewer improvements on Ventura Road (Project #12).

TASK 2 DELIVERABLES	
Weekly Meeting Agendas and Minutes	Weekly Statements of Working Days
Monthly Progress Reports	Record Drawing Markups
Submittal Log and Tracking of Response	Labor Compliance Log
RFI Log and response Tracking of Response	SWPPP Compliance Log
	Daily Inspection Reports
Shop Drawing/Sample Log and Tracking of Response	Daily Photographic Records
	Documentation in accordance with the Local Assistance Procedures Manual (LAPM)
CCO Log and Tracking of Response	
Independent Cost Evaluation of all PCOs	
Bulletin Log and Tracking of Response	Quantity Backup information
Draft Archaeological Monitoring Memorandum	SWPPP/NPDES Training
Archaeological Training	

Task 3: Inspection Services

FE will provide inspection services and monitoring of construction to ensure compliance with the construction documents. The RE and inspection team will verify compliance and quality assurance (QA)/quality control (QC) by cross-referencing applicable permits, codes, and Contract Documents. The team will also monitor environmental compliance and maintain redline as-builts monthly.

- **Daily and Weekly Documentation:** Provide daily and weekly documentation of construction activities, including labor resources and equipment allocation. Prepare daily construction activity reports and non-conformance reports. Maintain photographic records of the project.
- **Civil Inspections**: Provide qualified inspectors for all improvements. Ensure construction compliance with applicable permits, codes, and construction documents. Conduct inspections for site grading, site improvements, excavation, pipeline construction, manhole construction, pavement reconstruction, and more.
- **Field Testing:** Witness field tests and startup procedures for electrical equipment.
- **Soil and Materials Testing:** Earth Systems will provide qualified testing laboratories and geotechnical engineers to perform necessary soils and materials testing. Perform material sampling, conformance testing, and tabulate test data. Prepare final reports certifying compliance with contract documents.
- **Storm Water Pollution Prevention Plan Inspection:** FE to review contractor's SWPPPs and monitor activities for compliance.
- **Archaeological Monitoring and As Needed Tribal Monitoring – Rice Ave:** Rincon Archaeological Monitor will monitor the initial ground-disturbing activities associated with the sewer improvements on Rice Avenue. Rincon assumes archaeological monitoring on Rice Avenue will occur five days per week (Monday-Friday), up to 8 hours per day (daytime hours only) for an assumed 30 working days duration ground-disturbing activities.
- **Archaeological Monitoring and As Needed Tribal Monitoring – Ventura Road:** Rincon Archaeological Monitor will spot-check ground-disturbing activities associated with the sewer improvements on Ventura Road, Doris, and N Street. Rincon assumes spot-check monitoring will occur no more than three days per week, up to 4 hours per day, for an assumed 30 working day duration of ground-disturbing activities.

Task 4: Construction Closeout

Closeout services are pivotal due to their emphasis on precision and thorough completion. Often underestimated, attention to detail during this phase is crucial, yet commonly disregarded by others. Our firm, exclusively serving local clients, recognizes the significance of a seamless and swift closeout process. Our approach is centered on meticulously addressing all outstanding tasks, ensuring accurate documentation of funding requirements, comprehensive file management, and facilitating the City team's understanding of the system. We execute this process efficiently and comprehensively, leaving no loose ends.

- **Contract Closeout Management:** Oversee the contract closeout process, assist in resolving O&M service disputes, and ensure sign-offs by responsible parties.
- **Project-wide Final Walk-Through:** Coordinate a final walk-through to verify completion of contract work. Develop and verify completion of punch list items.

- **Archaeological Monitoring Memorandum:** Following completion of the archaeological monitoring, Rincon will prepare an Archaeological Monitoring Memorandum. The memorandum will document the results of the monitoring, including maps depicting the project area.
- **Record Drawing Review:** Review record drawings for correctness and consistency.

- **Final Reporting:** Prepare and submit final summary reports and turnover all project files and documentation to the City.
- **Project Warranty Coordination:** Review and update warranty items and procedures.
- **Final Demobilization:** Demobilize CM staff and facilities according to the agreed plan.

TASK 4 DELIVERABLES	
Complete set of record drawings	Compile outstanding claim information for close-out
Recommendation for final payment and acceptance	Provide electronic copies of all project files following Caltrans standard recordkeeping guidelines
Notice of Completion Statement of Final Quantities and/or Final Balancing Change Order	Provide hard copy (if agency requested) of all project files in Caltrans format, consistent with electronic files
Keep and submit project files in accordance with the Caltrans file system	
Archaeological Monitoring Memo to be Submitted	

CHALLENGES, APPROACH, AND SCHEDULE

KEY CHALLENGES

This project has potential challenges beyond just construction technicalities. Recognizing and addressing the challenges that we can predict and remaining ready and agile to field those we cannot is part of FE's plan to achieve a positive project outcome for all stakeholders. Some of the main elements that we believe are critical for success on this project include:

TECHNICAL COMPLEXITY:

Bypass Pumping: The difficult mainline sewer will be the 15" SDR 35 Ventura Road alignment as the number of utility crossings and alignment over the existing sewer at Sta. 72+78 will require a longer bypass pumping implementation. The tie-ins on Ventura Road at Sta. 81+04 requires a 36" casing to be placed across lanes where a bypass will be needed for the tie-in, Sta. 73+16 and Sta. 69+22 may be the longest and most risky bypass location, and Sta. 50+00 will require a bypass for the final tie-in. Rice Avenue will have the most difficult bypass for the tie-ins at Sta. 29+16 and 20+83.

Pumping Plan Approval: Working with the contractor to produce the most economical and lowest risk Bypass Pumping Plan will be the key to success for the installation of the 15" mainline on Ventura Road and the 24" mainline on Rice Avenue.

TECHNICAL COMPLEXITY:

Utility Crossings: The project is relatively shallow with depths of excavation on Rice Avenue from 7'-9' and Ventura Road from 6'- 8' with a small area of 10' depth at the 36" casing installation on Ventura Road at Sta. 80+60. No laterals are identified which makes this a quick main line installation. The difficult mainline sewer will be the Ventura Road alignment as the number of utility crossings and alignment over the existing sewer alignment requires a longer bypass pumping plan. The Reinforced Concrete Box (RCB) crossing utilizing jack and bore for the steel casing will require great coordination to

ensure the proper slope for the gravity sewer line. Utility crossings on Ventura Road at Sta. 71+91 for an 8” ACP, Sta. 58+67 for a 41” RCB, Sta. 65+35 for a 24” RCP, Sta 63+84 for a 10” pressurized water main, Sta. 60+94 and 60+51 for 18” RCP’s will be critical for getting the required 12” clear separation while meeting the gravity designed slope for the new sewer.

Utility Coordination: Pothole techniques and survey will be critical to ensuring that the slope of the gravity sewer main is started and excavated to provide the proper clearance for all utility crossings. The FE inspector will take detailed notes to ensure that all design elevations from the as-builts as identified on the drawings are correct prior to starting the alignment. All identified issues will be brought to the attention of the design team with options on how to move forward and resolve any unknown issues to ensure that the new gravity sewer line is able to self-clean and provide years of service to the City once completed.

COORDINATION WITH MULTIPLE STAKEHOLDERS:

City Departments and Staff: Effective coordination with various City departments and staff is crucial to align project goals, schedules, and expectations. This includes regular communication and progress updates to ensure all stakeholders are informed and any issues are promptly addressed.

Contractors and Subcontractors: Managing and coordinating the activities of multiple contractors and subcontractors, ensuring they adhere to project specifications, timelines, and safety standards, can be challenging, especially when unexpected issues arise.

COMPLIANCE WITH REGULATORY REQUIREMENTS:

Environmental and Safety Regulations: Adhering to the compliance requirements set forth by State Revolving Fund (SRF) and other regulatory bodies. This includes managing environmental and safety standards on-site, ensuring all activities comply with local, state, and federal regulations.

Permitting Requirements: Navigating the permitting process and ensuring all necessary permits are obtained and adhered to is critical. This involves working closely with regulatory bodies and maintaining thorough documentation.

QUALITY CONTROL AND ASSURANCE:

Maintaining High Standards: Implementing stringent quality control measures to manage the contractor’s performance, ensuring that all work meets the specified standards and contractual requirements. This includes thorough inspection, testing, and documentation of all construction activities.

Addressing Non-Conformance: Identifying and addressing any non-conformance issues promptly to prevent delays and additional costs is a key challenge. This requires a proactive approach and effective problem-solving skills.

PROJECT SCHEDULING AND COORDINATION:

Timely Completion: Developing and adhering to a critical path schedule that outlines all activities, milestones, and deliverables. Ensuring that any delays are promptly addressed and mitigated to keep the project on track.

Progress Monitoring: Regularly monitoring project progress, identifying potential delays early, and implementing corrective actions to keep the project on track is essential for successful completion.

DOCUMENTATION AND REPORTING:

Comprehensive Documentation: Maintaining comprehensive and organized project documentation, including daily inspection reports, weekly meeting minutes, and monthly progress reports. Ensuring all documentation is accessible and meets the City's standards.

Effective Communication: Providing regular, clear, and concise progress reports to all stakeholders ensures that everyone is informed about the project status and any issues that need to be addressed.

MANAGING CONTRACTOR RELATIONSHIPS AND UNEXPECTED SITE CONDITIONS:

Navigating the complexities of contractor communications: Addressing Requests for Information (RFIs), Requests for Change (RFCs), and other contractor inquiries in a timely and effective manner to prevent project delays.

Being prepared to manage any unexpected conditions: That may arise during construction, such as unanticipated underground utilities or hazardous materials. This includes having contingency plans and the ability to make quick, informed decisions.

BUDGET MANAGEMENT:

Monitoring and controlling project costs: Ensuring that all expenditures are within the allocated budget. This involves regular review of contractor invoices, change order requests, and overall cost projections.

By addressing these key challenges with a strategic and proactive approach, FE will ensure the successful execution of the Ventura Road and Rice Avenue Sewer Main Replacement Project, meeting all project objectives and providing high-quality construction management services.

FIRM APPROACH

COMPREHENSIVE PROJECT COORDINATION:

Initial Coordination: Each project will begin with thorough coordination between FE project managers and City staff. This initial phase will involve scoping services, establishing strong lines of communication, and setting clear project goals. This ensures that all parties are aligned from the outset, facilitating smoother project execution.

Regular Meetings: FE will conduct regular progress meetings with City staff, contractors, and other stakeholders to monitor project developments, address issues promptly, and keep everyone informed.

TECHNICAL EXPERTISE AND RESOURCE ALLOCATION:

Qualified Team: FE brings a highly experienced team, including licensed Professional Civil Engineers and seasoned construction management professionals. This depth of expertise ensures that we can address technical challenges efficiently and effectively.

Resource Management: Our firm maintains a pool of full-time, permanent staff, ensuring that qualified support is always available to meet project demands and adapt to fluctuations.

ADHERENCE TO STANDARDS AND QUALITY CONTROL:

Compliance with Regulations: FE's familiarity with Caltrans LAPM and Construction Manual procedures ensures that all work complies with federal, state, and City standards. Our commitment to meticulous documentation and quality control is vital for project success.

Quality Assurance: Implementing rigorous quality assurance measures, including regular inspections and testing, to maintain high standards throughout the project lifecycle.

RISK MANAGEMENT AND DOCUMENTATION:

Proactive Risk Mitigation: Identifying potential risks early and developing strategies to mitigate them. This includes thorough planning, regular monitoring, and prompt resolution of any issues that arise.

Comprehensive Documentation: Maintaining detailed and organized project documentation to ensure transparency, facilitate effective communication, and support claims and risk management.

EFFECTIVE STAKEHOLDER COMMUNICATION:

Stakeholder Engagement: Maintaining clear and consistent communication with all stakeholders, including City departments, contractors, and the public. This helps manage expectations, address concerns, and keep the project on track.

Public Outreach: Coordinating with the City's Public Information Officer to provide timely updates and information to the public, ensuring transparency and community support. Minimizing disruptions to the local community and maintaining open lines of communication with residents and businesses affected by the project. Ensuring that public concerns are addressed promptly and effectively.

ENVIRONMENTAL AND SAFETY COMPLIANCE:

Environmental Monitoring: Ensuring compliance with all environmental regulations and commitments, including monitoring and mitigating impacts on sensitive areas.

Safety Standards: Implementing and enforcing stringent safety protocols to protect workers and the public, ensuring a safe project environment.

Benefits to the City:

Timely Project Completion: Efficient project coordination and management ensure that the project is completed within the established timeline, minimizing disruptions and delays.

Cost-Effective Solutions: Proactive risk management and quality control measures help avoid costly errors and rework, ensuring the project stays within budget.

High-Quality Outcomes: FE's commitment to high standards of workmanship and compliance with regulations ensures that the final outcome meets the City's expectations and serves the community effectively.

Enhanced Communication: Clear and consistent communication with all stakeholders helps build trust, address concerns promptly, and ensure smooth project execution.

Sustainable Practices: Adherence to environmental regulations and best practices ensures that the project contributes positively to the community's long-term sustainability goals.

By addressing these key challenges with a strategic and proactive approach, FE will ensure the successful execution of the Ventura Road and Rice Avenue Sewer Main Replacement Project, delivering high-quality results that meet the City's goals and expectations.

MONTHLY PROJECT UPDATE REPORT

The most effective way to communicate critical project components to the City is through a monthly project status report. This report will include a summary of the project schedule, construction and CM services budgets, any issues encountered, overall project progress, and photographic updates.

Ventura Road and Rice Avenue Sewer Main Replacment Project (PW 23-119)

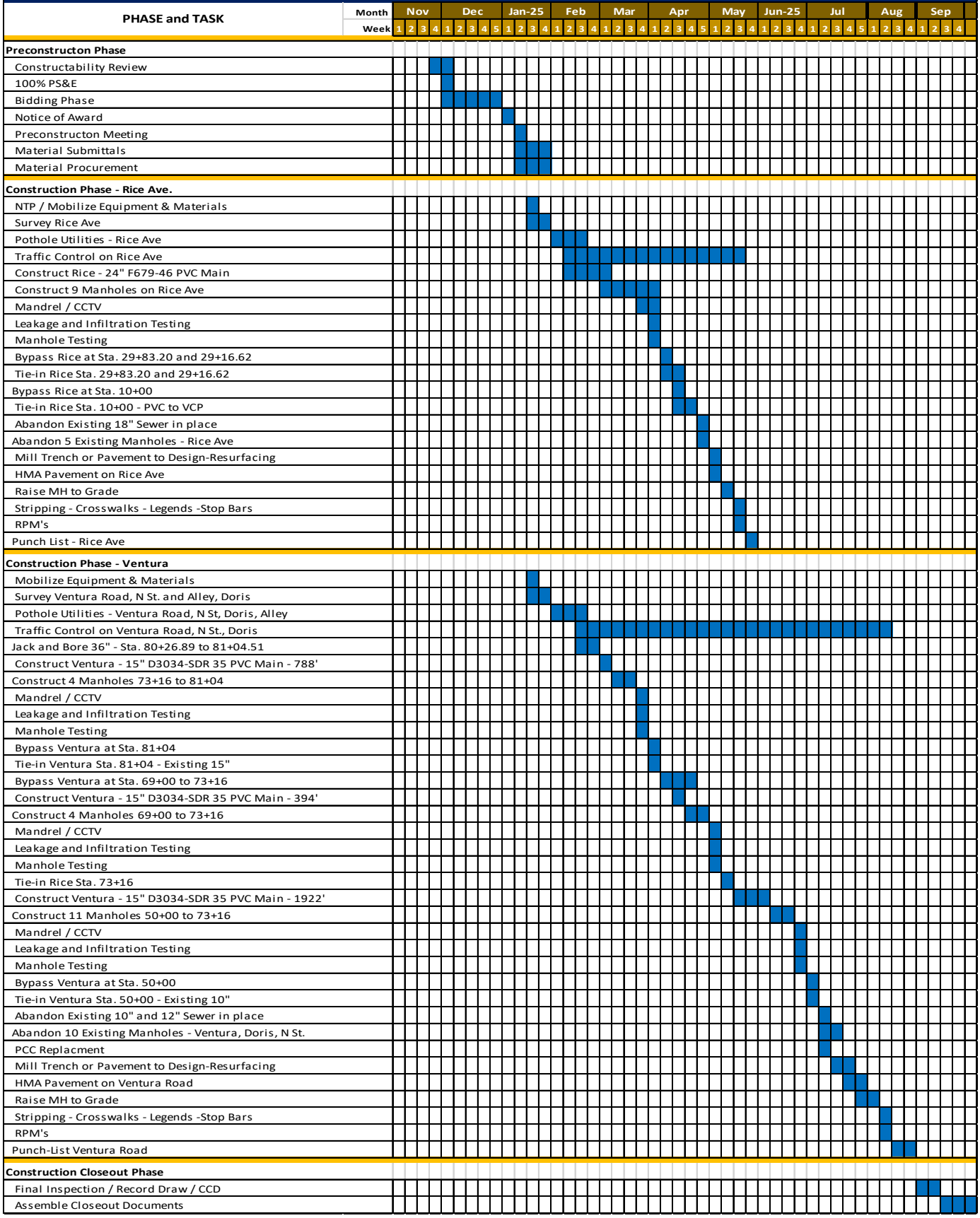


EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and FILIPPIN ENGINEERING, INC.)

SCHEDULE OF COMPENSATION

ESTIMATED RESOURCE REQUIREMENTS FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (R2)
VENTURA ROAD and RICE AVENUE SEWER MAIN REPLACEMENT PROJECT (PW 23-119)

NOTES:		FILIPPIN ENGINEERING			Earth Systems	Rincon
		Brad Starr, PE, QSD	Javier Licon	Cheril Magallanes	Materials Testing	Archaeological Monitoring
1.0	Based on construction duration of 120 CD's (4 months)	Project Manager (PM)	Senior Inspector	Office Engineer &	Quality Assurance &	Monitoring
2.0	Est. NTP = 11/4/24	Construction Manager (CM)		WSWD's / Labor Comp.	Acceptance Testing	Native American
3.0	Est. CCD = 3/4/25	Resident Engineer	Reg hours			
TASK 1.0 - PROGRAM MANAGEMENT						
1.1	Project Management	8		4		
1.2	Project Kick-Off Meeting	16	2			
1.3	Progress Meetings	26	17			
1.4	Monthly Invoicing	8	8			
1.5	CM Staffing	8				
	Task 1 - Total Hours	**66**	**27**	**4**		
TASK 2.0 - CONSTRUCTION ADMINISTRATION						
2.1	Contract Administration	204		36		$88,652.40
2.2	Safety and Security Monitoring	6				
2.3	Environmental Monitoring	6				
2.4	Controls and Scheduling	9		18		
2.5	Cost Estimating	8				
2.6	Document Control	17				
2.7	Operatioins and Maintenance Manual	8				
2.8	Change Order and Claims Management	60				
	Task 2 - Total Hours	**318**		**54**		
TASK 3.0 - INSPECTION						
3.1	Daily and Weekly Documentation		528			
3.2	Civil Inspections	24				
3.3	Soil and Materials Testing	16	60		$72,550.00	
3.4	Storm Water Pollution Prevention Plan Inspection	4	18			
	Task 3 - Total Hours	**44**	**606**			
TASK 4.0 - CONSTRUCTION CLOSEOUT						
4.1	Site Closeout	6	18			
4.2	Construction Contract Close Out	16	4	12		
	Task 4 - Total Hours	**22**	**22**	**12**		
	PROJECT TOTAL HOURS	**450**	**655**	**70**		
	Hourly Rate	$ 240.00	$ 185.00	$ 135.00		$ 180.00
	Subtotal Cost	$ 108,000.00	$ 121,175.00	$ 9,450.00	$ 72,550.00	$ 88,652.40
	FE Mark Up on Sub Contracts				$ 7,255.00	$ 8,865.24
TOTAL NOT TO EXCEED COST						**$ 415,947.64**

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and FILIPPIN ENGINEERING, 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 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation

which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, 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.

8/24

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: _____

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 FILIPPIN ENGINEERING, 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 E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and FILIPPIN ENGINEERING, 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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Annual Purchase Orders with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Badger Meter, Inc. for a total amount not to exceed value of $975,000 through June 30, 2029, for the supply of Advanced Metering Infrastructure (AMI) Capable Water Meters.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable and recycled water supply to customers. The City water system includes: 10 water wells, five turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one turnout from the Calleguas Municipal Water District's water system, one groundwater desalter facility, six blending stations, and over 500 miles of transmission and distribution pipelines and over 43,000 existing water meters.

On October 19, 2021, Capital Improvement Project No. 206503 – Advanced Meter Infrastructure (AMI) Replacement Project was approved by the City Council. At the time of this staff report, the AMI Replacement Project is 85% complete. The project scope of work includes the replacement of all existing water meters in the City's water distribution system and does not include meters for new development. The intent of this purchase order is to procure meters associated with new development and auxiliary dwelling units (ADU).

DISCUSSION

A negotiated single-source purchase order is necessary with Badger Meters, Inc to ensure future compatibility when the AMI meters are installed. The AMI capital improvement project agreement and its authority does not include the ability for the Water Division to directly order water meters. To maintain future compatibility and minimize wasted resources, the Water Division requests the ability to purchase water meters from Badger Meter, Inc. to replace failing meters, for new development projects, ADUs and cover unforeseen and unplanned incidentals. The Water Division receives a level of reimbursement for meter purchases for development projects through the fees issued through the development approval process.

Water staff anticipates installing an estimated 636 AMI capable water meters ranging from meter sizes of ¾" up to 6" to maintain pace with new development. For ADUs, water staff anticipate installing 200 water meters in ¾ size and 50 1-inch water meters.

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 of the annual Purchase Orders with Badger Meter, Inc shall not exceed $975,000 through June 30, 2029. The funding for FY 2024-25 is included in the Adopted Year 2024-25 Budget from the Water Operating Fund (601). Subsequent fiscal year allocations will be requested during the annual budget process.

Estimated Spending Plan for Badger Meter, Inc						
Account Number	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**TOTAL**
6013602-52110	$175,000	$200,000	$200,000	$200,000	$200,000	$975,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 8, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS
None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Amend Department-Wide Blanket Purchase Orders for a Not to Exceed (NTE) Amount Greater than $200,000 Each.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to amend purchase orders, consistent with the City's purchasing requirements, with the following vendors:

1. Allstar Fire Equipment Co. for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025;
2. Amazon.com Services LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025;
3. Applied Industrial Technologies for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025;
4. Bauer Compressors, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
5. Grainger, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
6. Hach Company for an additional $135,000 for a new not to exceed amount of $285,000 through June 30, 2025;
7. Home Depot U.S.A., Inc. for an additional $200,000 for a new not to exceed amount of $400,000 through June 30, 2025;
8. L.N. Curtis & Sons for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
9. Lowes for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
10. O'Reilly for an additional $50,000 for a new not to exceed amount of $250,000 through June 30, 2025;
11. Office Depot, Inc. for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025;
12. Sunbelt Rentals, Inc. for an additional $125,000 for a new not to exceed amount of $325,000 through June 30, 2025;
13. Ventura County Auto Supply (NAPA) for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025; and
14. Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)

BACKGROUND

As the City's Purchasing Policy allows, a blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods, such as janitorial supplies. A BPO utilizes the City's full buying power by taking advantage of quantity discounts, saving City administrative time, and reducing paperwork. BPOs are typically established with a NTE amount of $200,000, which is within the City Manager's authority per the Purchasing Policy. Divisions and departments submit changes on purchase orders, depending on available budget appropriations from each division/department.

To provide the expected customer service of our residents, businesses, and visitors, departments and divisions need a

quick and efficient method for purchasing supplies and equipment. Examples include (1) janitorial supplies that are always needed to ensure the park restrooms are available and (2) the purchase of irrigation supplies to repair water leaks without having to shut off the water system for an extended period of time. BPOs are an allowable tool that the City uses to satisfy this need.

The original BPOs that are identified in this report have been issued by using either a cooperative agreement or a negotiated sole source agreement, pursuant to the City's purchasing requirements. The cooperative agreements have been bid and awarded in accordance with local, State, and Federal laws that govern public procurement. As such, other public agencies are also invited to utilize the terms and conditions of these cooperative agreements for their purchases. Negotiated sole source agreements are utilized for unique goods and services that are only obtainable through one source, such as proprietary reasons, or exclusive compatibility with existing City equipment.

DISCUSSION

The Public Works Department (Public Works) is the lead department requesting approval to amend the NTE amounts of the 14 identified vendors listed below. These 14 vendors are heavily used by multiple divisions of the Public Works Department and by other departments. The BPOs are used not only as part of a routine spending plan but also allow the flexibility to purchase items that are not easily anticipated (e.g., unexpected repairs and one-time project costs) and/or may come up as an urgent matter to address a service need. As such, the potential exists for spending more than the typical $200,000 NTE amount approved by the City Manager. To facilitate maintenance, repairs, and continued service to our residents from multiple divisions within Public Works and other departments, staff recommends Council authorize the NTE amounts noted in Table 1 below. As an example, even though divisions had available funding at the end of prior fiscal years, there have been several occasions when staff had been unsuccessful in finding an alternative vendor source resulting in a delay in services until the beginning of the next fiscal year with the restored NTE amounts. Increasing the current authorized amounts above $200,000 for these 14 vendors will allow the divisions to continue services and meet program objectives, based on available funding, through the entire fiscal year.

Please note that Public Works will be analyzing spending patterns for such purchases. The intent of that future analysis is to identify if there is a pattern to create BPOs at an initial higher amount in lieu of having to amend these after the start of the fiscal year. Public Works will work with Finance to extend these purchase orders to all other departments.

The NTE amounts recommended are based on forecasted spending needs and data collected from each division in Public Works and other departments to support rising inflation, unplanned and/or urgent work, and one-time project costs. These recommended increases to the current authorized amounts will allow the departments the flexibility to fully utilize their purchasing plans and to address unexpected maintenance needs and shifting priorities. The following bullet points are a brief description of the supplies that are provided by the 14 vendors.

<u>Cooperative Agreement BPOs</u>

1. Allstar Fire Equipment Co. is used by the Fire Department as the sole source provider of personal protective equipment used by the Fire Department.
2. Amazon.com Services LLC, is used by multiple departments and Public Works Department for office and operational supplies.
3. Applied Industrial Technologies is used by Public Works Divisions for industrial supplies/equipment.
4. Bauer Compressors, Inc. is used by the Fire Department for the purchase of personal protective equipment, including self-contained breathing apparatus and components.
5. Grainger is used by multiple departments for safety-related equipment. Maintenance, repair and operation (MRO) supplies with a broad range of industrial equipment, maintenance supplies, tools, and parts.
6. Hach Company is utilized by the Water, Wastewater, and Special Districts Divisions for water monitoring supplies.
7. Home Depot is utilized by multiple departments for hardware, tools or construction materials and products.
8. L.N. Curtis & Sons is used by Fire and Police for various safety supplies and rescue tools and equipment.
9. Lowes is used by multiple departments for industrial and construction equipment and supplies.
10. O'Reilly is used by Public Works Divisions for automotive parts, tools, supplies, equipment and accessories.
11. Office Depot supplies various office supplies to support business operations for all Public Works Divisions and departments citywide.

12. Sunbelt Rentals, Inc. is used by Public Works Divisions for their access to heavy equipment rentals such as tractors and backhoes.
13. Ventura County Auto Supply (NAPA) is used by Public Works Divisions for garage tools, equipment and fleet maintenance supplies.
14. Waxie's Sanitary Supply, Inc. is used for janitorial supplies.

Below is a summarized list of recommendations for current BPOs being utilized by the Public Works Department and other departments of which thirteen have been awarded through a cooperative agreement and one is a sole source provider (Allstar), with a requested annual NTE amount greater than $200,000. While some of the contracts continue past this fiscal year, we are only requesting authorization for the current fiscal year.

Table 1.

#	Vendor Name	Cooperative Agreement/ Agreement Type	Cooperative Agreement Number	Cooperative Agreement Current Expiration Date	Initial Issued Amount	FY 2023-24 Recommended Not to Exceed Amount
1	Allstar Fire Equipment Co.	Sole Source Provider	n/a	6/30/26	$200,000	$350,000
2	Amazon.com Services LLC	Omnia Partners	MA 3457	5/5/25	$185,000	$350,000
3	Applied Industrial Technologies	Omnia Partners	16154	12/31/26	$168,800	$300,000
4	Bauer Compressors, Inc.	NPPGov	PS20095/ MPA 1920	4/17/25	$200,000	$450,000
5	Grainger, Inc.	Omnia Partners	2018.000207	6/30/26	$198,500	$450,000
6	Hach Company	GSA	GS-07F-9314S	1/31/26	$182,926	$285,000
7	Home Depot U.S.A., Inc.	Omnia Partners	16154	12/31/26	$189,000	$400,000
8	L.N. Curtis & Sons	Sourcewell	010424 020124	3/27/28 4/4/28	$200,000	$450,000
9	Lowes	Omnia Partners	R192006	3/31/25	$117,300	$450,000

10	O'Reilly	Sourcewell	032521-ORA	5/19/25	$128,361	$250,000
11	Office Depot, Inc.	Omnia Partners	R190303	6/30/25	$164,500	$300,000
12	Sunbelt Rentals, Inc.	Omnia Partners	R200601	10/31/25	$138,243	$325,000
13	Ventura County Auto Supply (NAPA)	Sourcewell	032521-GPC	5/19/26	$150,000	$300,000
14	Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	NCPA/ Omnia Partners	02-27	4/30/25	$147,329	$350,000

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

Funding to pay for the equipment, parts and supplies will come from available funding in the user department's operating budget. Sufficient appropriations are included in the Adopted FY 2024-25 Operating budgets for these various purchases through June 30, 2025.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 8, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Allstar2023_Sole Distributor Letter for Phenix Fire Helmets
2. URL Hyperlinks for Cooperative Agreements
3. Bauer Extended Letter 2025

Phenix Technology
12391 Sampson St. #H
Riverside, Ca 92503
951-272-4938
www.phenixfirehelmets.com

January 2023

To Whom It May Concern,

Phenix Technology and All Star Fire Equipment have an ongoing agreement to be our authorized distributor and sole sales source representing our product line in California. In compliance with our dealer network agreements, no other dealer outside of California has permission to sell to California fire departments who are seeking Phenix Fire Helmets and accessories.

Please contact All Star Fire Equipment at 626-652-0900 for a competitive quote on the Phenix firefighting helmets and firefighting accessories.

We appreciate your interest in our fine products and are confident you will receive great service and supply from our California distributor.

Please feel free to contact us in the above matter if needed.

Sincerely,

Nicole Clesceri

Nicole Clesceri,
Chief Financial Officer

Attachment 2
FY 2024-25 Cooperative URL Hyperlinks for Annual Blanket Purchase Orders

2. **Amazon MA3457:** https://www.omniapartners.com/suppliers/amazon-business/public-sector/contract-documents#c330
3. **Applied Industrial Technologies 16154:** https://www.omniapartners.com/suppliers/applied-industrial-technologies-inc/public-sector/contract-documents#c2756
4. **Bauer MPA 1920:** https://prod-resources.nppgov.com/app/uploads/2020/06/28212957/MPA-1920-Between-LOC-and-Arctic-Compressor-DUAL-SIGNATURES.pdf
5. **Grainger 2018.00207**: https://www.omniapartners.com/suppliers/grainger/public-sector/contract-documents#c12684
6. **Hach Company GS-07F-9314S**: https://www.gsaadvantage.gov/ref_text/GS07F9314S/0ZDOMJ.3V41H7_GS-07F-9314S_HACHMASGSATANDCMODPSA882EFFECTIVE04182024.PDF
7. **Home Depot 16154**: https://www.omniapartners.com/suppliers/the-home-depot-pro/public-sector/contract-documents#c21274
8. **LN Curtis #110424** and **LN Curtis #020124**: https://www.sourcewell-mn.gov/cooperative-purchasing/010424-LNC https://www.sourcewell-mn.gov/cooperative-purchasing/020124-LNC
9. **Lowes R19206**: https://www.omniapartners.com/suppliers/lowes-pro/public-sector/contract-documents#c9381
10. **O'Reilly 032521**: https://www.sourcewell-mn.gov/cooperative-purchasing/032521-ORA
11. **Office Depot R190303**: https://www.omniapartners.com/suppliers/odp-business-solutions/public-sector/contract-documents#c21207
12. **Sunbelt Rentals R200601**: https://www.omniapartners.com/suppliers/sunbelt-rentals-inc/public-sector/contract-documents#c8865
13. **Ventura County NAPA 032521-GPC**: https://www.sourcewell-mn.gov/cooperative-purchasing/032521-GPC
14. **Waxie NCPA 02-27** and **extension**: https://www.omniapartners.com/suppliers/bradyplus/public-sector/contract-documents#contract-1505 https://www.omniapartners.com/suppliers-files/A-D/BradyPLUS/Contract_Documents/02-27/Waxie_Extension_Letter_2.docx.pdf

DocuSign Envelope ID: 28F5EE6A-6C8A-4C05-8225-7CA9F28ACAF7

March 18, 2024

RE: Contract Number: PS20095 - 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to section 3.1 of the aforementioned agreement between the League of Oregon Cities and Bauer Compressors, the agreement has been automatically extended one-year until the anniversary of the Effective Date in 2025.

Sincerely,

DocuSigned by:
Patricia M. Mulvihill
0BD4F25C35F54D0...

Patricia M. Mulvihill
Executive Director
League of Oregon Cities

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Agreement 32500106 with UniFirst Corporation for Uniform Rental and Laundry Services for Public Works.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with UniFirst Corporation for an initial three-year term from November 1, 2024, to October 31, 2027, with the option for two consecutive one-year period extensions ending October 31, 2029, for a total amount not to exceed $1,090,000 for uniform rental and laundry services for various City Departments utilizing Sourcewell contract #011124-UFC.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)

BACKGROUND

The City of Oxnard supplies employee uniforms from a vendor for a variety of divisions and departments: Environmental Resources, Water, Wastewater, Streets, Parks, Facilities, Fleet, Special Districts Divisions, and Fire. Depending on the Department, employees receive pants, shirts, and outerwear specific to the type of work being performed. Many of the activities performed by these individuals are such that the uniforms should be laundered by a commercial laundry service rather than by the individual employee. Uniformed employees are exposed to heavy oils, solvents, chemicals, and other materials while performing their daily duties. Furthermore, providing respective City staff with uniforms aligns with the Memorandum of Understanding (MOU) between the International Union of Operating Engineers (IUOE) as well as the Service Employees International Union (SEIU) labor groups. MOUs with both labor groups state:

"City shall provide uniforms, or portions of uniform costs, or uniform service, to each Unit employee required to be "uniformed." Unit employees designated as "uniformed" are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by such employee."

DISCUSSION

Uniforms are an integral part of the City's operations, as they provide clean and safe uniforms daily. It also provides identification of employees when working in the community. Utilizing a uniform rental company, they handle all the maintenance and cleaning themselves ensuring uniforms are always cleaned with no wear and tear. Depending on the Department or Division, rentals are preferred over purchasing due to the daily duties of an employee or need for professional laundry services. Some Departments and Division purchase uniforms based on the duties of the employee and not all rental companies provide the specific requirements for purchasing uniforms.

Previously, the City solicited services for uniform purchases, rental, and laundry services for various City Departments, and no bids were received. Uniform purchases will not be included as part of this agreement and will be solicited separately. Therefore, staff is seeking two separate agreements for the rental of uniforms and the purchasing of uniforms.

The City Purchasing Policy allows for the use of governmental-cooperative contracts for the purchase of goods, equipment and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement. UniFirst Corporation (Unifirst) holds a cooperative contract with Sourcewell #011124-UFC with an expiration date of March 25, 2028, with the option of up to three additional one-year extensions for uniform rental, shop towels/rags, and laundry services. Sourcewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts.

This new agreement with UniFirst, will only include uniform rentals, shop towels/rags and laundry services. Upon request, UniFirst can supply uniforms that include reflective material. Additionally, the Fire department will utilize the agreement to provide floor mats at fire stations and their administration building. UniFirst has been providing services to the City for the past ten years. Staff has confirmed that UniFirst meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement with UniFirst shall not exceed $1,090,000 over the term of all five years. The spending plan for FY 2024-25 is $126,500. Funding for subsequent fiscal years will be requested during the annual budget process. The table below illustrates the estimated annual spending for divisions currently utilizing laundry services and uniform rentals.

Estimated Spending Plan								
Division	**Account**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**FY 29-30**	**Total**
		(7 mo.)					**(5 mo.)**	
Environmental Resources	6313630-52300	$52,500	$88,000	$88,000	$88,000	$88,000	$34,500	$439,000
Water	6013600-52300	$12,000	$20,000	$20,000	$20,000	$20,000	$9,000	$101,000
Wastewater	6113612-52300	$ 5,750	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$4,750	$50,500
	6113613-52300	$ 5,750	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$4,750	$50,500
	6113614-52300	$ 5,750	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$4,750	$50,500
	6113615-52300	$ 5,750	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$4,750	$50,500
Fleet	7413750-52300	$17,000	$23,500	$23,500	$23,500	$23,500	$10,000	$121,000
Facilities	7353740-52300	$1,500	$2,250	$2,250	$2,250	$2,250	$1,000	$11,500
	7353740-52600	$1,500	$2,250	$2,250	$2,250	$2,250	$1,000	$11,500
Streets	1013401-52300	$7,000	$12,000	$12,000	$12,000	$12,000	$5,000	$60,000
Special Districts	20003801-52300	$1,600	$2,600	$2,600	$2,600	$2,600	$1,200	$13,200

Fire	1012501-52300-T2418	$3,000	$7,000	$7,000	$7,000	$7,000	$3,000	$34,000
Citywide Various Departments - As- needed	Various	$7,400	$19,900	$19,900	$19,900	$19,900	$9,800	$96,800
TOTAL		**$126,500**	**$217,500**	**$217,500**	**$217,500**	**$217,500**	**$93,500**	**$1,090,000**

Due to various factors such as personnel vacancies and any change in service levels, actual spending will vary during the fiscal years.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 8, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500106
2. UniFirst Sourcewell Contract 011124

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND UNIFIRST CORPORATION

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of UniFirst Corporation ("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.

Sourcewell Cooperative Agreement for uniforms rental. Service Provider shall provide uniform rental and laundry services for City staff and any and all staff providing temporary or supplemental labor services on behalf of the City.

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

UniFirst Corporation ("SERVICE PROVIDER"), a corporation of the State of California, located at 68 Jonspin Road, Wilmington, MA 01860.

3. TERM OF AGREEMENT: From 11/01/2024 to 10/31/2027

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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.

3.3 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 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.

3.4 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: $1,090,000

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: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

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:	SERVICE PROVIDER Designated Representative:
Name: Brian Yanez	Name: David Perez
Title: Assistant Public Works Director	Title: Branch Manager
Phone: (805) 2005412	Phone: (818) 4858917
Email: brian.yanez@oxnard.org	Email: David_Perez@UniFirst.com
Mailing Address: 305 West Third Street, East Wing, Third Floor Oxnard, CA 93030	Mailing Address: 325 Lenoir Drive, Winchester, VA. 22603

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.

9.1 Price Adjustments: The City and Service Provider agree that the rates established in the schedule of compensation shall increase at the beginning of the option term, at a rate of three percent (3%). No price adjustments shall be provided retroactively. Consultant shall provide a new schedule of compensation with the updated rates prior to the beginning of the option term.

10. 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 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: **invoices@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, then 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 20 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, subcontractors, 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, subcontractors, or employees are in any manner agents, subcontractors, 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 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) 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 7920.515.

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. Notice shall be given in the manner set forth in section 20.

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. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT 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 CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT 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**.**

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 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 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.

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]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

UniFirst Corporation

Dan Como, Regional Vice President Date

David DiFillippo, Senior Vice President[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and UniFirst Corporation)

SCOPE OF SERVICES

DIVISION CONTACT

Water: Laura Camacho Phone: 805-385-8138
email: laura.camacho@oxnard.org

Wastewater : Luis Ortega Phone: 805-271-2217
email: luis.ortega@oxnard.org

Environmental Resources: Maria Martinez Phone: 805-385-8069
email: maria.martinez@oxnard.org

Parks/Facilities: Darrell Smedley Phone: 805-200-5292
email: darrell.smendley@oxnard.org

Special Districts: Sarah Rowley Phone: 805-200-5344
email: sarah.rowley@oxnard.org

Streets: Philip Schwieder Phone: 805-200-5795
email: ruby.mora@oxnard.org

Fleet: Jose Arreola Phone: 805-385-8011
email: connie.sandoval@oxnard.org

Fire: Rose Rodarte Phone: 805-385-8369
Email: rose.rodarte@oxnard.org

Any requests by the City for additional uniform items, replacement items, change in size, etc. needs to be made to Vendor by the Supervisor or Manager of each Division. Individual employees may not make any uniform requests directly to Vendor; the City will not pay for these charges.

Vendor shall provide uniforms for City staff and any and all staff providing temporary or supplemental labor services on behalf of the City.

RENTAL

All new uniforms orders under this agreement uniform items are to be supplied new and unused.

Uniform, mats, terry towels or bath towels, mop heads rentals, and laundry service items are provided to locations/divisions as follows:

ADVANCED WATER PURIFICATION FACILITY: 5700 PERKINS RD., OXNARD, CA 93033
Recycled Water Services
Wastewater Technical Services

WASTEWATER: 6001 PERKINS RD., OXNARD, CA 93033
Wastewater Collections
Wastewater Maintenance
Wastewater Operations
Wastewater Laboratory

WATER CAMPUS: 251 S. HAYES AVE., OXNARD, CA 93030
Distribution
Meter Shop
Treatment

GENERAL SERVICES DIVISION: 1060 PACIFIC AVE. BLDG 3, OXNARD, CA 93030
Facility Maintenance
Custodial Services
Graffiti Action Program

STREETS DIVISION: 1060 PACIFIC AVE. BLDG 2, OXNARD, CA 93030
Traffic Signals

SPECIAL DISTRICTS: 1060 PACIFIC AVE. BLDG 1, OXNARD, CA 93030

FLEET SERVICES: 2 LOCATIONS FOR DELIVERIES: 1060 PACIFIC AVE. BLDG 2, OXNARD, CA 93030 AND 111 S. DEL NORTE BLVD., OXNARD, CA 93030

PARKS DIVISION: 1060 PACIFIC AVE. BLDG 3, OXNARD, CA 93030

ENVIRONMENTAL RESOURCES: 111 S. DEL NORTE BLVD., OXNARD, CA 93030

SURVEY ENGINEERING: 305 W 3RD ST., EAST WING, 2ND FL, OXNARD, CA 93030

FIRE ADMINISTRATION OFFICE: 360 W. 2ND ST., OXNARD CA, 93030

FIRE STATION 1: 491 S. K ST., OXNARD CA, 93030

FIRE STATION 2: 531 E. PLEASANT VALLEY RD., OXNARD CA, 93033

FIRE STATION 3: 150 HILL ST., OXNARD CA, 93033

FIRE STATION 4: 230 W. VINEYARD AVE., OXNARD CA, 93036

FIRE STATION 5: 1450 COLONIA RD., OXNARD CA, 93030

FIRE STATION 6: 2601 PENINSULA RD., OXNARD CA, 93035

FIRE STATION 7: 3300 TURNOUT PARK CIRCLE, OXNARD CA, 93036

FIRE STATION 8: 3000 S. ROSE AVE., OXNARD CA, 930303

LAUNDER

Vendor shall launder rented uniforms. Uniforms shall be delivered on hangers, pressed, wrinkle free and ready to wear. Any uniform delivered otherwise will be rejected and no rental or laundering fee paid. Vendor shall replace garments not properly washed or ironed within two (2) working days.

The City promotes environmentally safe and sustainable laundry practices. Thus, the City prefers Vendor to use products and practices that promote pollution prevention and toxin reduction. The Vendor must list the types of laundry chemicals used to clean garments at its facility. Preference for Vendor to use non-toxic detergents designed for use in motels, hospitals and retirement home laundries that contain no phosphates and that are highly efficient when removing ground-in dirt from garments.

Division supervisors or designee may order additional new uniforms throughout the term of the contract, in which case these provisions shall apply.

Vendor is required to meet all OSHA requirements.

MEASUREMENTS OF INDIVIDUALS

At the start of the contract, Vendor shall take employee measurements on-site at each location. Vendor shall work with the Division supervisor or designee to coordinate dates and times for measurements. Alterations may be required for certain individuals and Vendor shall supply cost associated with each uniform alteration.

Additionally, Vendor shall be responsible for individual measurements and resultant fit of the uniforms. Vendor should allow for shrinkage on rental garments of about three (3) to five (5) inches. Also, an employee shall be able, at no additional charge to the City, to switch sizes if their shirt or pant size increases or decreases.

Vendor shall maintain a record of the size of each uniform item for each employee that has been issued a uniform. Vendor shall add or delete items and quantities, as required and with communication to the City, to meet the City's needs.

INVENTORY TRACKING

Vendor shall issue new rental uniforms to employees at the beginning of the contract period as specified. The inventory per person per week will be determined by the City and is subject to change to meet changing requirements of the City operations. Thereafter, Vendor shall maintain sufficient stock to provide complete new uniform sets within one (1) to two (2) weeks for newly hired employees. The City reserves the right to add and remove employees at the per uniform item costs listed in the Rate Sheet.

Vendor shall track inventory of City-owned garments submitted for laundry, repair or replacement.

PICK UP/DELIVERY

Vendor shall be responsible for the pick-up and delivery of all uniform items (rental and City-owned). Vendor shall pick up soiled garments once a week from each unit location and deliver on hangers to the same location within one (1) week. Vendor shall pickup and deliver uniforms once per week for fifty-two (52) weeks per year.

Vendor shall complete an itemized list of the rental or City-owned uniform items and quantity being picked up for laundering. Vendor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Vendor shall remain at the delivery site while the garments are checked in. Vendor shall correct any discrepancy (missing items, damaged items, garments not properly washed, etc.) within two (2) days and issue a revised itemized list of reconciliation. Vendor shall submit monthly statements for each City account.

DAMAGED/REPAIR ITEMS

All uniform items supplied will be in good condition and will be maintained and repaired as needed. Uniform items must be clean and free of holes, rips and/or tears. New garments will be supplied when uniforms are beyond reasonable repair at not additional cost. City will accept charges for emblems/ preparations charges based on Coop Agreement.

LOST/MISSING ITEMS

New garments will be supplied if uniform items are lost by the Vendor, at no additional fee to the City. The City recognizes its financial obligation for any uniform items that are lost by the employee. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

UNIFORM PROVISIONS

The City will not allow miscellaneous charges to the quoted weekly uniform price including, but not limited to:
a) Route bag charges
b) Make-up charges
c) Shipping and handling charges
d) Large and/or tall sizes

Vendor shall have a laundering charge separate from the rental charge. The City will only pay to launder items that are submitted for cleaning each week.

Vendor shall mark or label each rental item of clothing clearly, but inconspicuously, to permit employee (user) identification. Patching and threading on rental garments must be of the same material as the rental garment.

Vendor shall provide name labels as directed by Divisions and City logos for each shirt, jacket, coverall, lab coat, safety vest, rain suit, and any other product as requested by Division and include any charge as part of the proposal price. There will be no additional charge to the City for the labels and logos. Logos and labels can be embroidered or ironed on. The locations will vary slightly depending on the uniform item and will be specified by the Division Manager or designee. Prior to beginning the contract, the City and successful Vendor will meet to agree upon the exact placement, colors, materials, etc. of the logos and name labels.

The Vendor will provide samples of all finished products for approval by City staff before production and initial issue.

Also, City logos, provided by Vendor, shall be placed on every cap and knit cap. The City logo will be placed in the center of the front of each cap and knit cap.

Embroidery must meet the standards of the City's logo requirements which shall be provided to the Vendor.

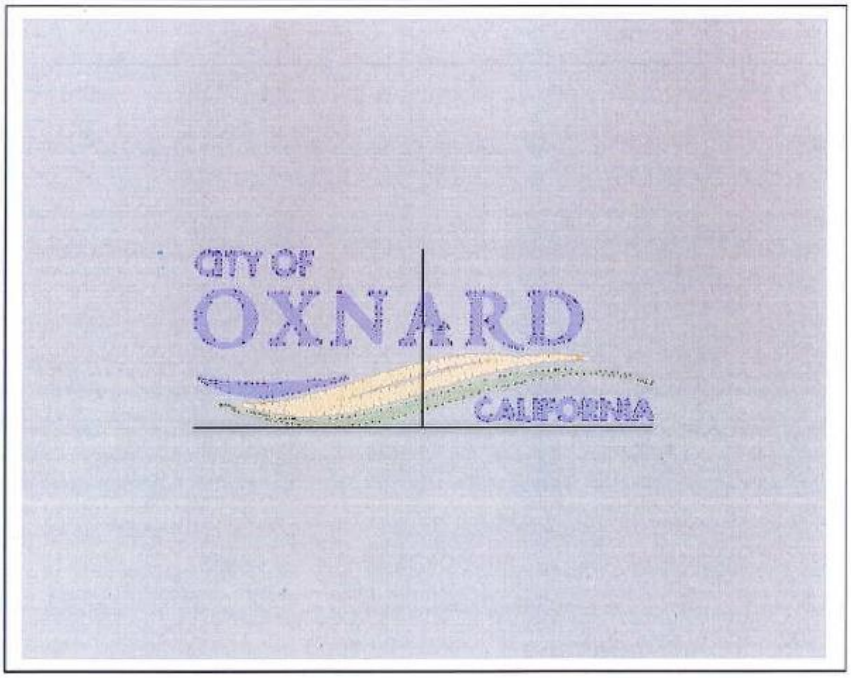
Vendor shall guarantee that, during the term of the contract, all new employee uniform items and replacement items for existing employees will be delivered within one (1) to two (2) weeks of the order.

UNIFORM CITY LOGO DIMENSIONS

Left Chest Embroidery:

%CoName%

Date : 12/09/12	Name : 1253854	Scale : 1.000 : 1.0
Stitches : 4895	Ref : 0000020e-20120802-044933	Width : 101.52
Customer : Unspecified		Height : 39.00



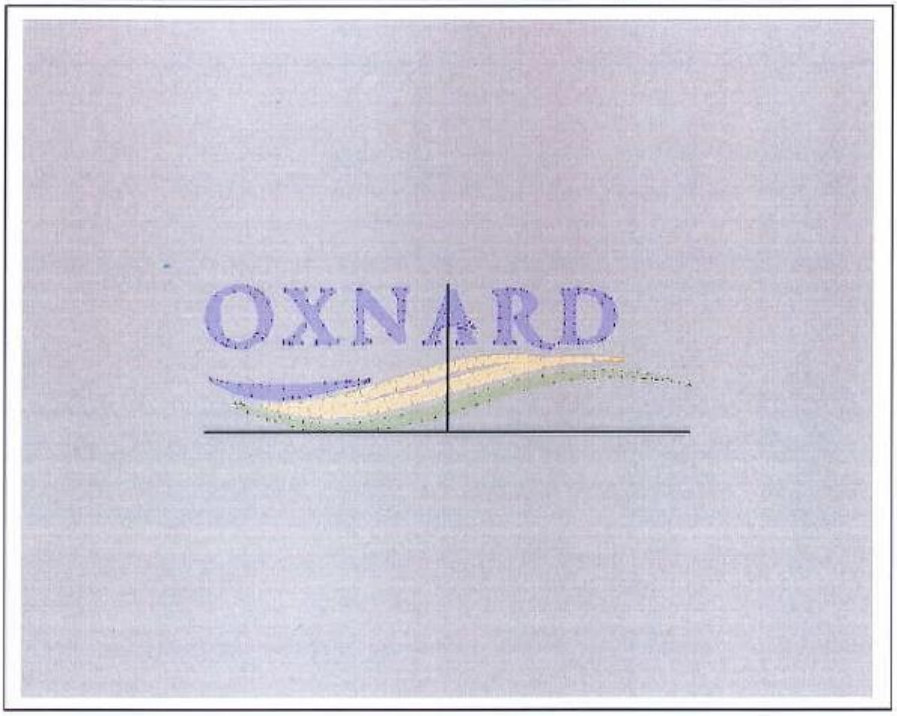
Threads Used	Colour Sequence
(1) 1767 Dollar Blue	1
(2) 1771 Mustard	2
(3) 1701 Green	3
	1

Description / Special Instructions :

ORANGE KNIT

Beanie Embroidery:

%CoName%		
Date : 03/12/12	Name : 1257324	Scale : 1.000 : 1.0
Stitches : 3881	Ref : 0000020e-20120802-044933	Width : 101.2 mm
Customer : Unspecified		Height : 30.6 mm



Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

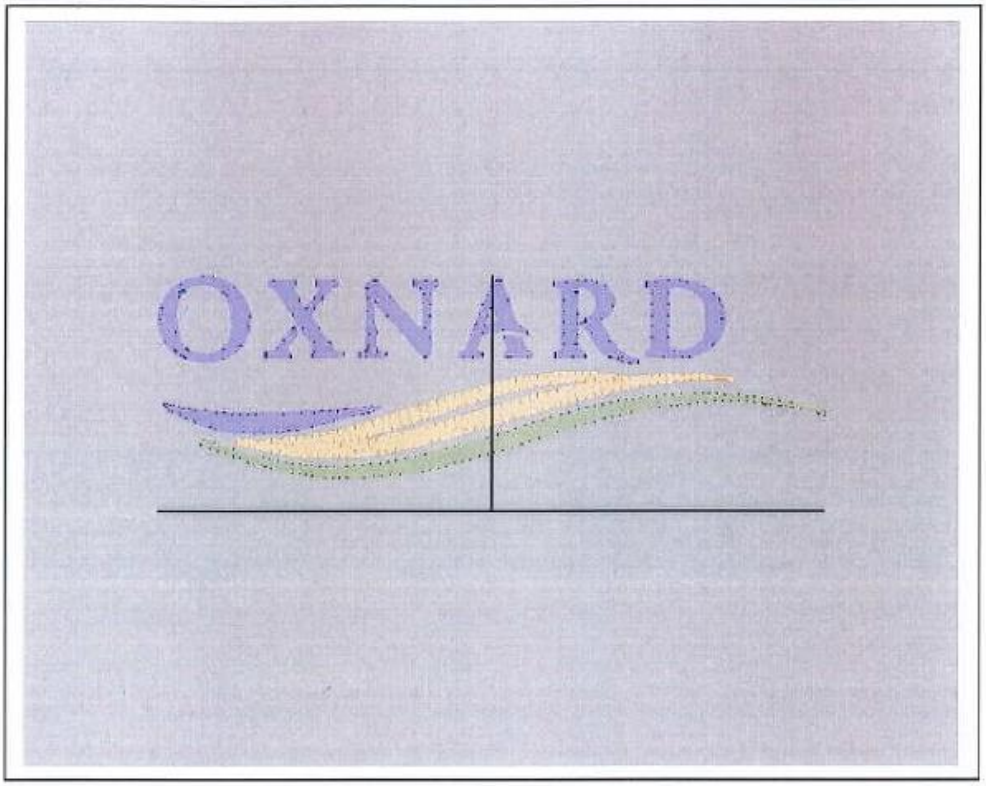
Description / Special Instructions :

KNIT HAT FRONT (BLACK)

Agreement No.32500106

Hat Embroidery:

%CoName%		
Date : 03/12/12	Name : 1257325	Scale : 1.000 : 1.0
Stitches : 4736	Ref : 0000020a-20120802-044933	Width : 126.9 mm
Customer : Unspecified		Height : 44.5 mm

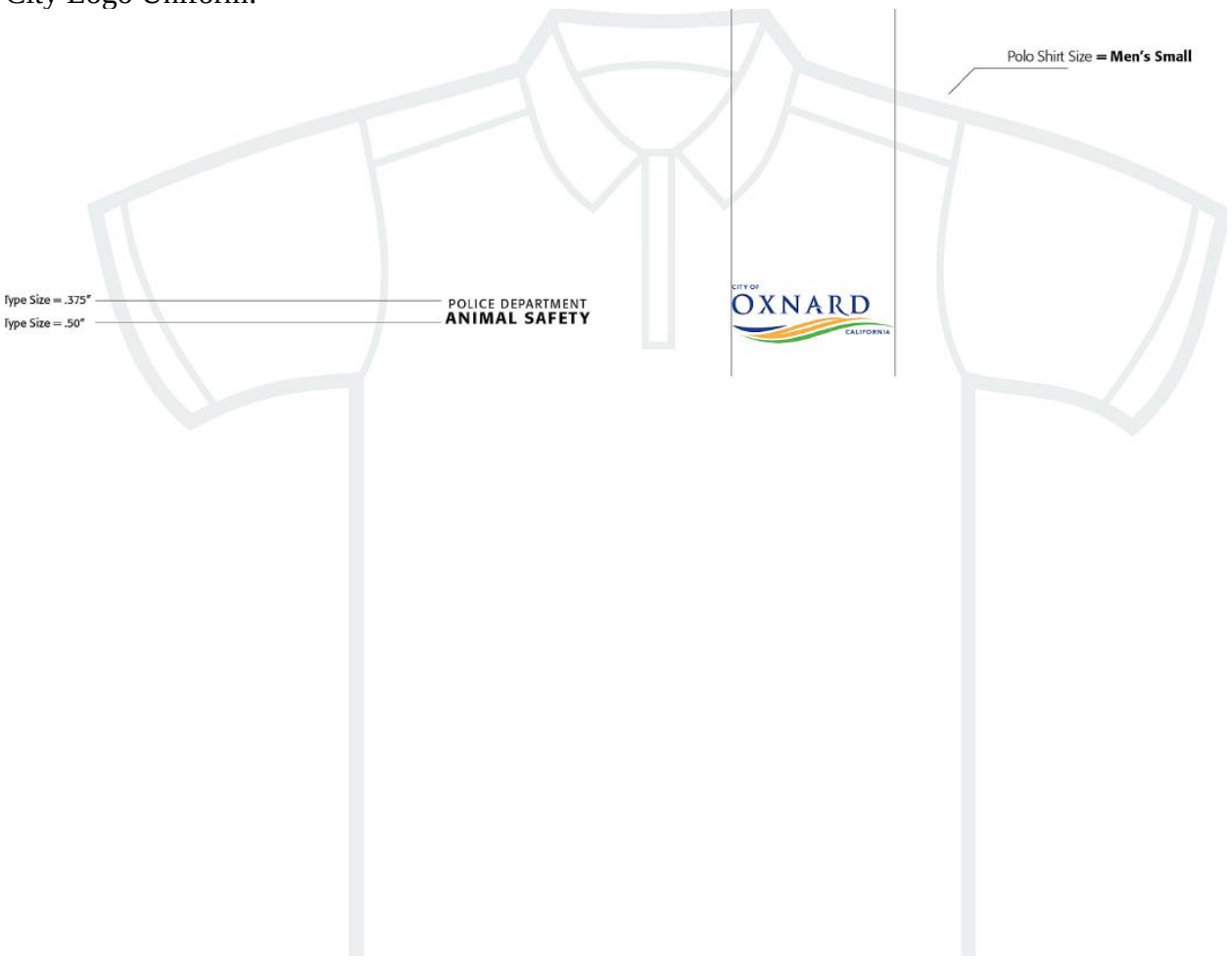


Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

Description / Special Instructions :

HAT FRONT (BLACK)

City Logo Uniform:



MISCELLANEOUS ITEMS PROVISIONS

The City will not pay any soiled "minimum guarantee" quantities for mats, terry towels or bath towels. The City will only pay for the actual quantity of soiled items exchanged.

The quantity of work to be performed and materials to be furnished are approximations only, being provided as a basis for the comparison of bids. The City does not guarantee that the actual amounts required will correspond with those shown. The City may increase or decrease the amount of any item or portion of work to be performed or materials to be furnished, or the City may omit any such item or portion.

The City recognizes its financial obligation for any miscellaneous items that are lost by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the Rate Sheet.

BILLING AND CREDITS

Vendor shall submit invoices once order has been delivered and accepted by City representative. Invoices shall be issued for each City division.

The invoice shall include:

- Account Number
- Employee Name(s)
- Employee Department/Division Name
- “Requested By” Employee Name
- The quantity and type of garments rented and laundered and/or the quantity and type of City-owned items laundered and all associated costs.
- Invoice Number
- Purchase Order Number
- Item Number and Description
- Quantity Per Item
- Unit Price
- Total Price Per Item
- Purchase Subtotal
- Local Sales Tax (9.25%)

Total Order Amount Including Sales Tax

EXHIBIT B
TRADE SERVICE AGREEMENT
(CITY Of Oxnard and UniFirst Corporation)

SCHEDULE OF COMPENSATION

	UNIFORM PROGRAM			
Line	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate	Lost / Damage Charge
1	**BLEND GARMENTS**			
2	**Woven Shirts**			
3	Long Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0102	$0.18	$15.20
4	Short Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0202	$0.16	$13.00
5	Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	08MX	$0.50	$30.50
6	Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	06MX	$0.46	$27.40
7	Women's Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	05MW	$0.50	$30.00
8	Women's Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	05MX	$0.44	$27.05
9	Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	01OB	$0.57	$34.05
10	Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	02OB	$0.52	$31.70
11	Women's Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	05OB	$0.56	$33.80
12	Women's Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	05OC	$0.51	$31.10
13	Women's Long Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0335	$0.20	$17.10
14	Women's Short Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0436	$0.17	$13.95
15	Women's 3/4 Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	05AH	$0.26	$22.35
16	Micro Check Long Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	03UM	$0.24	$21.10
17	Micro Check Short Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	04UM	$0.21	$18.05
18	Micro Check Short Sleeve Shirt-Jac, 4 oz. 65/35 Poly/Cotton Blend.	15UM	$0.27	$23.40
19	Thin Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0314	$0.26	$21.65
20	Thin Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0414	$0.20	$17.40
21	Thin Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe.	0137	$0.27	$23.20
22	Thin Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe	0237	$0.24	$21.35
23	Breeze Weave Striped Long Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0172	$0.23	$20.30
24	Breeze Weave Striped Short Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0405	$0.20	$17.35
25	UniWeave Service Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0348	$0.22	$19.10
26	UniWeave Service Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0448	$0.20	$17.60
27	UniWeave Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0123	$0.22	$18.80
28	UniWeave Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0223	$0.19	$16.35
29	Contrast Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0171	$0.27	$23.25
30	Contrast Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0276	$0.20	$17.70
31	Bold Stripe Long Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0373	$0.23	$20.55
32	Bold Stripe Short Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0482	$0.21	$18.65
33	Striped Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0138	$0.21	$18.55
34	Striped Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0238	$0.18	$15.70
35	Long Sleeve Solid Ripstop Shirt, 4.25oz. 65/35 Poly/Cotton Blend.	01MB	$0.30	$25.60
36	Short Sleeve Solid Ripstop Shirt, 4.25oz. 65/35 Poly/Cotton Blend.	02MB	$0.27	$23.00
37	Heathered Long Sleeve Shirt, 65/35 Poly/Cotton Blend.	0381	$0.27	$23.05
38	Heathered Short Sleeve Shirt, 65/35 Poly/Cotton Blend.	0481	$0.23	$20.10
39	Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0111	$0.22	$19.50
40	Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0211	$0.21	$17.85
41	Women's Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0112	$0.23	$20.20
42	Women's Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0422	$0.23	$19.80
43	Long Sleeve Canvas Weave, 60/40 Cotton/Poly Blend.	08WW	$0.36	$30.60
44	Short Sleeve Canvas Weave, 60/40 Cotton/Poly Blend.	07WW	$0.33	$28.55
45	Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0820	$0.27	$23.05
46	Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0636	$0.26	$21.95
47	Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0960	$0.26	$21.90
48	Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	4248	$0.24	$20.80
49	Security Shirt Long Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0167	$0.34	$29.60
50	Security Shirt Short Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0607	$0.30	$25.90
51	**Pants & Shorts**			
52	Flat Front Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1002	$0.24	$21.40
53	Flexwaist Pant, 8 oz. 65/35 Poly/Cotton Blend.	1138	$0.24	$21.40
54	Pleated Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1122	$0.27	$23.45
55	Cargo Pant, 8 oz. 65/35 Poly/Cotton Blend.	10AI	$0.31	$27.30
56	Jean Style Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1060	$0.27	$22.85
57	Men's Flex Work Jean	10JJ	$0.32	$38.88
58	Mens- Shop Pant 8 oz 54/42/4	10DO	$0.41	$53.09
59	Cargo Pant, Canvas Weave 60/40 Cotton/Poly Blend.	11WW	$0.40	$34.85

60	Flat Front Short, 7.5 oz. 65/35 Poly/Cotton Blend.	1034	$0.19	$16.70
61	Pleated Short, 65/35 Poly/Cotton Blend.	1129	$0.22	$19.65
62	Cargo Short, 65/35 Poly/Cotton Blend.	1271	$0.28	$23.55
63	Cell Phone Short, 7.75 oz. 65/35 Poly/Cotton Blend.	12KB	$0.26	$21.65
64	Short-P/C 1/2 "SEG REF Cargo Spotlight MV	12UV	$0.49	$35.67
65	MIMIX Cargo Pant with Colored Matched Stretch Panels 7.5 oz 65/35 Poly/Cotton Blend	10MY	$0.52	$57.95
66	MIMIX Utility Pant with Color-Matched Stretch Panels, 7.5 oz 65/35 Poly/Cotton Blend.	10MX	$0.56	$33.50
67	Women's MIMIX Utility Pant with Color-Matched Stretch Panels, 7.5 oz 65/35 Poly/Cotton Blend.	11MX	$0.58	$35.25
68	Women's Flat Front Flexwaist Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1167	$0.24	$20.80
69	Women's Flat Front Work-N-Motion Pant, 7.75 oz. 75/25 Poly/Cotton Blend.	12AG	$0.31	$27.10
70	Women's Pleated Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1113	$0.38	$32.30
71	Women's Cargo Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	10A4	$0.37	$31.90
72	Women's Elastic Back Pant, 8 oz. 65/35 Poly/Cotton Blend.	1043	$0.26	$22.20
73	Women's Flat Front Short, 65/35 Poly/Cotton Blend. ***Non-Standard Merchandise.	114D	$0.29	$25.40
74	Women's Pleated Short, 65/35 Poly/Cotton Blend.	1125	$0.32	$28.10
75	Women's Cargo Short, 65/35 Poly/Cotton Blend.	10A9	$0.31	$27.35
76	Women's Flex Work Jean	11JJ	$0.33	$39.46
77	Womens- Shop Pant 8 oz 54/42/4	12DO	$0.35	$45.14
78	Short-Poly Cotton 1/2" Seg Ref Cargo-SPOTLMV	12UV-12	$0.49	$35.67
79	**Jackets, Shop Coat, Coveralls,**			
80	Insulated Vest, 65/35 Poly/Cotton Blend.	1640	$0.39	$33.70
81	Permalined Jacket, 7.5 oz 65/35 Poly/Cotton Blend.	1506	$0.46	$39.00
82	Ike Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1507	$0.39	$33.45
83	Permalined Team Jacket, 65/35 Poly/Cotton Blend.	1550	$0.47	$40.60
84	Coaches Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1540	$0.40	$34.65
85	Duo Tone Team Jacket, 65/35 Poly/Cotton Blend.	1581	$0.54	$46.75
86	Permalined Hip Jacket, 65/35 Poly/Cotton Blend.	1527	$0.49	$41.80
87	Zip-in Liner, 100% Polyester.	1721	$0.24	$20.75
88	Shop Coat with 2 Chest Pockets & 2 Lower Pockets, Concealed Snap Front, 7.5 oz. 65/35 Poly/Cotton Blend.	2525	$0.37	$31.40
89	Long Sleeve Coverall, 7.5 oz. 65/35 Poly/Cotton Blend.	3002	$0.39	$33.25
90	Short Sleeve Speed Suit, 65/35 Poly/Cotton Blend.	4022	$0.42	$36.40
91	Deluxe Insulated Coverall.	3045	$1.05	$90.95
92	Deluxe Insulated Bib-Overall.	3528	$0.82	$70.85
93	Jacket Cotton Original Hood Wuilt Lnd	18AA	$0.77	$95.71
94	Men's Core Soft-Shell Jacket	15ML	$0.39	$47.09
95	Women's Core Soft-Shell Jacket	14ML	$0.39	$46.46
96	Warmup Jacket-Polyester Snap 3 Pocket-Indy	4586-51	$0.45	$36.24
97	**POLYESTER GARMENTS**			
98	Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MM	$0.16	$18.45
99	Polo Pocketless 4.4 oz Lightweight Snag-Proof 100% Spun Poly.	04MF	$0.35	$28.39
100	Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	047A	$0.11	$14.50
101	Polo Pocketless Tricolor Micro Pique 3.8 oz Sport Wick Moisture Management 100% Polyester Tricot	04MQ	$0.18	$33.77
102	Color Block Performance Polo Pocketless, side panel, 4.5 oz. Micro Mesh 100% Polyester	04KF	$0.26	$36.82
103	Women's Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	05MM	$0.17	$17.55
104	Women's Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	057A	$0.16	$19.05
105	Polo w/Pockets 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MR	$0.20	$24.85
106	Polo w/Pocket 6.6 oz Two-Color Snag-Proof 100% Spun Poly.	04MT	$0.66	$40.90
107	Short Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	4277	$0.11	$13.60
108	Long Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	0871	$0.13	$16.75
109	Long Sleeve Micro Pique Polo	08AP	$0.17	$32.68
110	Security Pant Flat Front, 10 oz Polyester.	10B8	$0.20	$25.30
111	**COTTON GARMENTS**			
112	Long Sleeve Shirt, 6 oz. 100% Cotton.	0101	$0.26	$20.90
113	Short Sleeve Shirt, 6 oz. 100% Cotton.	0201	$0.22	$18.90
114	Long Sleeve, Snap Front Shirt Heavyweight 8 oz. 100% Cotton Denim.	0178	$0.26	$21.45
115	Long Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	0361	$0.22	$18.65
116	Short Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	04SS	$0.20	$16.55
117	Long Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	0850	$0.22	$18.15
118	Short Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	2205	$0.19	$16.10
119	Flat Front Pant, 8.25 oz. 100% Cotton.	1001	$0.31	$25.90
120	Pleated Front Pant, 100% Cotton	1148	$0.46	$38.05
121	UniFirst Classic Fit Jean, 13.75 oz. 100% Cotton Denim.	1091	$0.28	$22.65
122	UniFirst Relaxed Fit Jean, 13.75 oz. 100% Cotton Denim.	10HD	$0.32	$26.80
123	Wrangler Regular Fit Jean, 15 oz. 100% Cotton Denim.	1150	$0.37	$30.60
124	Wrangler Relaxed Fit Jean, 14.5 oz. 100% Cotton Denim.	1144	$0.38	$31.00
125	Wrangler Cowboy Cut Jean, 14.5 oz. 100% Cotton Denim.	1118	$0.42	$34.85
126	Dickies Carpenter Jeans, 100% Cotton Denim.	12CH	$0.28	$22.95
127	Dickies Carpenter Shorts, 100% Cotton Denim.	12BU	$0.28	$23.10
128	Wrangle Women's Jean, 100% Cotton Denim.	1092	$0.38	$31.25

129	Women's Pleated Pant, 100% Cotton.	1146	$0.47	$38.65
130	Duck Jacket, 12 oz. 100% Washed Cotton.	18BW	$0.72	$59.60
131	LS Coverall, 8.75 oz. 100% Cotton.	3001	$0.48	$39.80
132	UniFirst Carpenter Jean, 14 oz. 100% Cotton Denim.	12UH	$0.28	$20.64
133	**FR GARMENTS**			
134	**100% Cotton FR**			
135	Prewashed Relaxed Fit Denim Jean, Armorex Indura 14 oz. FR Cotton. HRC-2, ATPV-20.7	11KG	$0.65	$56.65
136	Wrangler Relaxed Fit FR Jean, HRC-2, ATPV 23.7	10FB	$0.85	$73.65
137	Wrangler Carpenter FR Jean, HRC-2, ATPV 23.7	10FC	$0.83	$71.75
138	**88/12 Cotton/Nylon Flame Resistant Blend**			
139	Long Sleeve Shirt, Armorex 7 oz. UltraSoft. HRC-2, ATPV- 8.7	09FR	$0.40	$51.65
140	Pant, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	10FR	$0.43	$55.90
141	Coverall, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	30FR	$0.73	$95.10
142	FR 88/12 Cotton Polyamide Blaklader Pant	10KQ	$0.98	$176.84
143	Enhanced Vis FR Blend Coverall w/Yllw/Slvr 3M Scotchlite Reflective FR Striping on upper back, under pockets, and around biceps, 7 oz. 88/12 Excel Comfortouch. HRC-2, ATPV 8.6	30RX	$1.25	$162.80
144	SS Tee Shirt,6 oz 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 ***Non-Standard Merchandise.	02US	$0.50	$65.10
145	**TecaSafe**			
146	Long Sleeve Shirt w/Snap Front, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09AU	$0.36	$64.75
147	Long Sleeve Tee FR Cotton Crew No Pocket CAT2 CNTRS *Non Standard Merchandise	01TR	$0.66	$85.80
148	Long Sleeve Henley FR Cotton Pocket CAT2 CNTRS STTT * Non Standard Merchandise	08TR	$0.84	$109.17
149	Long Sleeve Shirt, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09TC	$0.43	$77.55
150	Pant, 8.5 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.2	10TS	$0.49	$87.75
151	Coverall, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Khaki	30TS	$0.77	$137.30
152	**Nomex**			
153	Long Sleeve Shirt, 4.5 oz. Armorex Nomex CXP. HRC-1, ATPV-5.1	01NX	$0.50	$99.40
154	Nomex WorkWear FR Station Wear Long Sleeve 4.5oz.	03BM	$0.54	$230.41
155	Nomex WorkWear FR Station Wear Short Sleeve 4.5oz	04BM	$0.54	$180.54
156	Nomex WorkWear FR Staion Wear Pants 7.5 oz	10CQ	$0.59	$202.25
157	Pant, 6 oz. Armorex Nomex. HRC-1, ATPV-5.8	10NX	$0.52	$104.70
158	Coverall, 6 oz. Armorex Nomex CXP. HRC-1, ATPV 6.5	30NX	$0.92	$185.35
159	**ENHANCED VISIBILITY GARMENTS**			
160	Enhanced Visibility Long Sleeve Shirt, 4.25 oz 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013C	$0.36	$33.20
161	Enhanced Visibility Short Sleeve Shirt, 4.25 oz 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023C	$0.31	$28.95
162	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Legs.	123C	$0.36	$33.15
163	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EH	$0.48	$44.25
164	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (Navy)	30RR	$0.85	$79.55
165	Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013B	$0.34	$31.65
166	Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023B	$0.31	$28.95
167	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Legs.	123B	$0.36	$33.15
168	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EI	$0.48	$44.25
169	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. ***Non-Standard Merchandise.	30RQ	$0.87	$80.55
170	**Hi-VIS GARMENTS**			
171	Hi-Vis Long Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09AH	$0.67	$57.95
172	Hi-Vis Short Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06AH	$0.58	$49.80
173	Hi-Vis Long Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09DH	$0.87	$74.85
174	Hi-Vis Short Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06DH	$0.69	$59.75
175	Hi-Vis Long Sleeve Ripstop Work Shirt, 4.25 oz 65/35 Poly/Cotton, Navy/Yellow Color-block with YSY Reflective Striping on Front, Back, and Sleeves.	03TO	$0.54	$47.40
176	Hi-Vis Short Sleeve Ripstop Work Shirt, 4.25 oz 65/35 Poly/Cotton, Navy/Yellow Color-block with YSY Reflective Striping on Front, Back, and Sleeves.	04TO	$0.51	$44.65
177	Hi-Vis Short Sleeve Tee-Shirt, 5.75 oz 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front and Back.	02HY	$0.21	$27.95
178	Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Segmented Striping on Front and Back. ***Non-Standard Merchandise.	02IY	$0.28	$36.30
179	Hi-Vis Jacket, 100% Fluorescent Lime-Yellow Polyester with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. (optional liner 1727)	15EG	$0.81	$105.70
180	Optional Zip in/out Liner for Style 15EG.	1727	$0.27	$23.30
181	Hi-Vis Long Sleeve Tee-Shirt w/Pocket, 5.75 oz. 100% Fluorescent Lime-Yellow Jersey Knit Polyester with 3M Scotchlite Reflective Striping on Front, Back, Sleeves.	06HX	$0.84	$61.26
182	Hi-Vis Short Sleeve Tee-Shirt w/Pocket, 5.75 oz. 100% Fluorescent Lime-Yellow Jersey Knit Polyester with 3M Scotchlite Reflective Striping on Front, Back, Sleeves.	08HX	$0.87	$63.31
183	Class 2 LS Hivis Tshirt	08HY	$0.40	$36.88
184	**FOOD PREP GARMENTS**			
185	Snap Front Food Prep Long Sleeve Shirt 4.25 oz. 65/35 Poly/Cotton Blend.	0198	$0.19	$16.55
186	Snap Front Food Prep Short Sleeve Shirt 4.25 oz. 65/35 Poly/Cotton Blend.	0240	$0.16	$13.40
187	Women's Snap Front Food Prep Long Sleeve Shirt 65/35 Poly/Cotton Blend.	0369	$0.20	$17.00

188	Women's Snap Front Food Prep Short Sleeve Shirt 65/35 Poly/Cotton Blend.	0540	$0.17	$14.55
189	Snap Front Food Long Sleeve Shirt 100% Cotton.	0157	$0.26	$21.10
190	Snap Front Food Short Sleeve Shirt 100% Cotton.	0626	$0.22	$18.85
191	Food Prep Polo with Snap Placket, 100% Polyester.	04GM	$0.17	$21.55
192	Snap Front Food Prep Long Sleeve Shirt w/Knit Cuffs 65/35 Poly/Cotton Blend.	03UA	$0.21	$18.55
193	V-neck Baker's Short Sleeve Shirt 100% Polyester.	02SF	$0.08	$10.00
194	Food Prep Pant - no Buttons 65/35 Poly/Cotton Blend.	10HE	$0.26	$22.15
195	Pleated Front Food Prep Pant - no Buttons - no Pockets 65/35 Poly/Cotton Blend.	11UM	$0.22	$19.55
196	**CHEF WEAR**			
197	Long Sleeve Chef Coat, Double Breasted w/Plastic Buttons 7 oz. 65/35 Poly/Cotton Blend.	2531	$0.19	$16.65
198	3/4 Sleeve Chef Coat, Double Breasted w/Knotted Buttons 65/35 Poly/Cotton Blend.	2537	$0.23	$19.70
199	1/2 Sleeve Chef Coat, Double Breasted w/Plastic Buttons 65/35 Poly/Cotton Blend.	5025	$0.17	$14.05
200	Full Sleeve Chef Coat, Double Breasted w/Knotted Buttons 100% polyester.	25GA	$0.21	$26.20
201	Short Sleeve Chef Coat, Womens Poly/Cotton Mimix OBLK	25MV-31	$0.54	$43.42
202	Baggy Chef Pants 100% Spun Poly.	117A	$0.16	$18.95
203	Chef Pant-P/C Cargo Elastic/Drawstring Waist	117D-12	$0.57	$45.86
204	**BUTCHER/LABS/SMOCKS**			
205	Snap Front Frock, Knit Cuffs, Inside Lower Pocket 7.2 oz. 100% Spun Poly.	50AY	$0.16	$19.65
206	Snap Front Frock, Open Cuffs, Inside Lower Pocket 7.2 oz. 100% Spun Poly.	50AZ	$0.14	$18.65
207	Snap Front Butcher Coat, Open Cuffs no Pockets 100% Spun Poly.	5026	$0.13	$16.20
208	Snap Front Butcher Coat, Open Cuffs Inside Chest & 2 Lower Pockets 7.2 oz. 100% Spun Poly.	5033	$0.13	$16.40
209	Snap Front Butcher Coat, Open Cuffs, Outside Chest & 2 Lower Pockets 7 oz. 65/35 Poly/Cotton.	5009	$0.21	$18.65
210	Snap Front Butcher Coat, Open Cuffs, Inside Chest & 2 Lower Pockets 65/35 Poly/Cotton.	5020	$0.22	$18.90
211	Men's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2524	$0.20	$16.85
212	Snap Front Lab Coat, Knit Cuffs, Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2550	$0.30	$25.60
213	Snap Front Lab Coat, Knit Cuffs, Inside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend. ***Non-Standard Merchandise.	2630	$0.33	$28.65
214	Unisex Consultation Lab Coat with 2 Chest, 2 Lower Oversized (Pocket within a Pocket), and 2 Lower Inside Pockets 65/35 Poly/Cotton Blend.	25CL	$0.22	$19.05
215	Texture Shield Front Protective Coat with Outside Chest & 2 Lower Pockets 65/35 Poly/Cotton.	25BD	$0.26	$21.95
216	Men's Counter Coat with 3 Outside Pockets 5 oz. 80/20 Poly/Cotton Blend.	2526	$0.17	$14.45
217	Women's 3/4 Sleeve Smock 2 Lower Pockets 80/20 Poly/Cotton Blend.	4544	$0.23	$20.60
218	Women's Short Sleeve Smock 2 Lower Pockets 5 oz. 80/20 Poly/Cotton Blend.	4520	$0.21	$18.65
219	Women's Lab Coat with Outside Chest & Lower Pockets 80/20 Poly Cotton Blend	2626	$0.26	$31.95
220	**SCRUBS/PATIENT WEAR**			
221	Unisex Scrub Shirt V-neck 65/35 Poly/Cotton Blend.	4254	$0.12	$8.55
222	Unisex Scrub Shirt Reversible V-neck 55/45 Poly/Cotton Blend.	7204	$0.12	$7.70
223	Unisex Scrub Shirt 65/35 Poly/Cotton Blend.	7209	$0.17	$16.20
224	Unisex Scrub Pant 65/35 Poly/Cotton Blend.	1276	$0.14	$10.50
225	Unisex Scrub Cargo Pant 65/35 Poly/Cotton Blend.	7245	$0.23	$16.80
226	Unisex Scrub Pant Reversible 55/45 Poly/Cotton Blend.	7221	$0.13	$8.45
227	Unisex Scrub Drawstring Pant 65/35 Poly/Cotton Blend.	7211	$0.19	$18.60
228	SS Scrub-Poly V-neck 3PKT-Indy	02WW-51	$0.31	$25.19
229	Scrub Pant-Womens Poly Cargo Drawstring/Elastic BK Indy	11SE-12	$0.38	$30.78
230	SS Scrub-Womens Poly V-neck 2 Low PK-Indy	05WT-51	$0.29	$23.56
231	Scrub Pant - Poly Cargo Elastic BK Indy	10SF-12	$0.39	$31.30
232	Warmup Jacket Poly Snap 3 Pocket Indy	4586	$0.45	$36.24
233	Unisex Warm up Jacket, Knit Cuffs, 2 Lower Pockets 65/35 Poly/Cotton Blend.	4502	$0.20	$14.50
234	Ladies Scrub Top, 2 Lower Pockets 65/35 Poly/Cotton Blend.	7205	$0.20	$14.05
235	Ladies Cross-Over Tunic Scrub Shirt 65/35 Poly/Cotton Blend.	7250	$0.23	$16.80
236	Ladies Fashion Scrub Slack 65/35 Poly/Cotton Blend.	10A5	$0.26	$17.80
237	Ladies Mammography/Exam Jacket 65/35 Poly/Cotton Blend.	14AD	$0.17	$11.50
238	Patients Gown 55/45 Cotton/Poly Blend.	9414	$0.12	$7.80

UNIFORM PROGRAM- NON Sourcewell items

Line	US Contract Item - Description	UniFirst Item #	Weekly Rental Rate	Lost / Damage Charge
1	**Jackets, Shop Coat, Coveralls,**			
2	Reflective Permalined Jacket, 7.5 oz 65/35 Poly/Cotton Blend	15EL	$0.90	$105.43
3	**FR GARMENTS**			
4	**88/12 Cotton/Nylon Flame Resistant Blend**			
5	Long Sleeve Shirt, Armorex 7 oz. Reflective Yellow/Silver HRC-2, ATPV- 8.7	09FU	$0.48	$105.59

	FACILITIES SERVICE PRICING- NON Sourcewell items							
Line	US Contract Item - Description	UniFirst Item	Min Bill %	ARC %	EW	EOW	E4W	Loss / Damage
1	Bath Towel 22 X 44 6lb- Discontinued	8579	50%	2.00%	$0.480	$0.580	$0.680	$5.20
2	Bath Towel 22 X 44	8577	50%	2.00%	$0.377	$0.472	$0.528	$4.55
3	**LOCKERS/HARDWARE**							
4	Locker-8 Compartment Wide- Discontinued	8919	100%	NA	$0.00	$0.00	$0.00	$697.92
5	8 Compartment Hanger Wide w/Pad Lock	8959	100%	NA	$0.00	$0.00	$0.00	$684.65

	FACILITIES SERVICE PRICING							
Line	US Contract Item - Description	UniFirst Item	Min Bill %	ARC %	EW	EOW	E4W	Loss / Damage
1	**MATS**							
2	Great Impression 2.0 Dust Mat 3x5	76GA	50%	NA	$1.33	$2.00	$2.33	$76.35
3	Great Impression 2.0 Dust Mat 4x6	76GB	50%	NA	$2.13	$3.20	$3.73	$117.00
4	Great Impression 2.0 Dust Mat 3x10	76GC	50%	NA	$2.66	$4.00	$4.66	$154.55
5	Great Impression 2.0 Dust Mat 4x8	76GD	50%	NA	$2.84	$4.26	$4.97	$158.40
6	Great Impression 2.0 HD 90ml Dust Control Mat 3x5	76GF	50%	NA	$1.50	$2.25	$2.62	$90.65
7	Great Impression 2.0 HD 90ml Dust Control Mat 4x6	76GG	50%	NA	$2.40	$3.60	$4.20	$139.40
8	Great Impression 2.0 HD 90 ml Dust Control Mat 3x10	76GH	50%	NA	$3.00	$4.50	$5.25	$185.15
9	Great Impression 2.0 HD 90 ml Dust Control Mat 4x8	76GI	50%	NA	$3.20	$4.80	$5.59	$189.50
10	Classic Impression Mats 3x5	7801	50%	NA	$1.67	$2.50	$2.92	$102.90
11	Classic Impression Mats 4x6	7802	50%	NA	$2.66	$4.00	$4.66	$164.90
12	Comfort First Mat 2x3	7752	50%	NA	$0.53	$0.80	$0.93	$105.75
13	Comfort First Mat 3x5	7751	50%	NA	$1.33	$2.00	$2.33	$173.10
14	Comfort First Mat 4x6	7753	50%	NA	$2.13	$3.20	$3.73	$264.70
15	Comfort First Mat 3x10	7754	50%	NA	$2.66	$4.00	$4.66	$323.30
16	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 2x3	76AF	50%	NA	$0.53	$0.80	$0.93	$59.00
17	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 3x5	76AT	50%	NA	$1.33	$2.00	$2.33	$135.50
18	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 3x9	76AH	50%	NA	$2.40	$3.60	$4.20	$259.20
19	Scraper Mat 2x3	5390	50%	NA	$0.53	$0.80	$0.93	$65.85
20	Scraper Mat 3x5	5388	50%	NA	$1.33	$2.00	$2.33	$114.60
21	Scraper Mat 4x6	5389	50%	NA	$2.13	$3.20	$3.73	$183.70
22	Scraper Mat 3x10	5391	50%	NA	$2.66	$4.00	$4.66	$178.15
23	Custom Logo Mat 3x5 ***Non-Standard Merchandise. ***Logo Mat designs are a local site decision.**	UL03/UL46	50%	NA	$2.16	$3.25	$3.79	$151.30
24	Custom Logo Mat 4x6 ***Non-Standard Merchandise. ***Logo Mat designs are a local site decision.**	UL16/UL59	50%	NA	$3.46	$5.19	$6.06	$221.45
25	Custom Logo Mat 3x10 ***Non-Standard Merchandise. ***Logo Mat designs are a local site decision.**	UL07/UL50	50%	NA	$4.33	$6.49	$7.58	$282.35
26	Custom Logo Mat 4x8 ***Non-Standard Merchandise. ***Logo Mat designs are a local site decision.**	UL18/UL61	50%	NA	$4.62	$6.93	$8.08	$325.30
27	Quality Mat 3x5 - 3 Images	UM11	50%	NA	$1.50	$2.25	$2.62	$102.90
28	Safety Mat 3x5 English - 6 Images	UM28	50%	NA	$1.50	$2.25	$2.62	$102.90
29	Welcome Message Mat 3x5	UM32	50%	NA	$1.50	$2.25	$2.62	$102.90
30	Welcome Message Mat 4x6	UM33	50%	NA	$2.40	$3.60	$4.20	$164.90
31	Coffee Message Mat 3x5 - 2 Images	7827	50%	NA	$1.50	$2.25	$2.62	$102.90
32	Deli Message Mat 3x10	UM01	50%	NA	$3.66	$5.49	$6.42	$235.50
33	Seafood Message Mat 3x10	UM02	50%	NA	$3.66	$5.49	$6.42	$235.50
34	Dairy Message Mat 3x10	UM03	50%	NA	$3.66	$5.49	$6.42	$235.50
35	Produce Message Mat 3x10	UM04	50%	NA	$3.66	$5.49	$6.42	$235.50
36	Pharmacy Message Mat 3x10	UM05	50%	NA	$3.66	$5.49	$6.42	$235.50
37	Meats Message Mat 3x10	UM06	50%	NA	$3.66	$5.49	$6.42	$235.50
38	Floral Message Mat 3x10	UM07	50%	NA	$3.66	$5.49	$6.42	$235.50
39	Bakery Message Mat 3x10	UM08	50%	NA	$3.66	$5.49	$6.42	$235.50
40	**MOPS**							
41	Wet Mop Large 24 oz.	8116	50%	NA	$0.53	$0.80	$0.99	$12.90
42	Wet Mop Small 12 oz.	8117	50%	NA	$0.27	$0.40	$0.49	$9.30
43	Wet Mop X-Large 28 oz.	8118	50%	NA	$0.62	$0.93	$1.15	$14.55
44	Wet Mop Handle	8165	100%	NA	$0.00	$0.00	$0.00	$15.05
45	Dust Mop 18"	8318	50%	NA	$0.30	$0.46	$0.56	$13.50
46	Dust Mop 24"	8324	50%	NA	$0.40	$0.60	$0.74	$15.10
47	Dust Mop 36"	8336	50%	NA	$0.60	$0.90	$1.11	$19.35
48	Dust Mop 48"	8348	50%	NA	$0.80	$1.20	$1.48	$23.20
49	Dust Mop 60"	8360	50%	NA	$1.00	$1.50	$1.85	$26.95
50	Dust Mop Frame 12"	8135	100%	NA	$0.00	$0.00	$0.00	$10.40
51	Dust Mop Frame 18"	8134	100%	NA	$0.00	$0.00	$0.00	$10.85
52	Dust Mop Frame 20"	8136	100%	NA	$0.00	$0.00	$0.00	$10.95

53	Dust Mop Frame 24"	8132	100%	NA	$0.00	$0.00	$0.00	$12.80
54	Dust Mop Frame 30"	813B	100%	NA	$0.00	$0.00	$0.00	$16.40
55	Dust Mop Frame 36"	8133	100%	NA	$0.00	$0.00	$0.00	$16.55
56	Dust Mop Frame 42"	8137	100%	NA	$0.00	$0.00	$0.00	$18.70
57	Dust Mop Frame 48"	8138	100%	NA	$0.00	$0.00	$0.00	$18.90
58	Dust Mop Frame 60"	8139	100%	NA	$0.00	$0.00	$0.00	$27.10
59	Dust Mop Handle 1 1/8" x 60"	8131	100%	NA	$0.00	$0.00	$0.00	$16.80
60	**MICRO FIBER**							
61	Micro Fiber Canvas Back Dust Mop 18"	8432	50%	0.50%	$0.67	$0.83	-	$6.00
62	Micro Fiber Canvas Back Dust Mop 24"	8433	50%	0.50%	$0.83	$1.04	-	$7.30
63	Micro Fiber Canvas Back Dust Mop 36"	8434	50%	0.50%	$1.22	$1.53	-	$10.00
64	Micro Fiber Canvas Back Dust Mop 48"	8435	50%	0.50%	$1.50	$1.88	-	$12.90
65	Micro Fiber Canvas Back Dust Mop 60"	8441	50%	0.50%	$1.78	$2.22	-	$15.95
66	Micro Fiber Dust Mop 18"	8418	50%	0.50%	$0.56	$0.70	-	$4.55
67	Micro Fiber Dust Mop 24"	8424	50%	0.50%	$0.71	$0.89	-	$5.75
68	Micro Fiber Dust Mop 36"	8436	50%	0.50%	$1.11	$1.39	-	$7.90
69	Micro Fiber Dust Mop Base 24"	8426	100%	NA	$0.43	$0.54	-	$13.65
70	Micro Fiber Dust Mop Base 36"	8427	100%	NA	$0.52	$0.65	-	$20.30
71	Micro Fiber Dust/Wet Mop Handle	8419	100%	NA	$0.39	$0.49	-	$8.35
72	Micro Fiber Dust/Wet Mop Base 18"	8425	100%	NA	$0.22	$0.28	-	$10.70
73	Microfiber Tube Wet Mop	8450	50%	NA	$1.93	$2.42		$14.69
74	Micro Fiber Wet Mop 18" Scrubber Pad	8423	50%	0.50%	$0.16	$0.20	-	$3.85
75	Micro Fiber Mitt	8430	50%	0.50%	$0.16	$0.20	-	$2.30
76	Micro Fiber High Duster Cover	8421	50%	0.50%	$0.16	$0.20	-	$1.90
77	High Duster Frame	8429	100%	NA	$0.56	$0.70	-	$9.00
78	Micro Fiber Glass Towel 16x16	8437	50%	3.00%	$0.10	$0.12	-	$1.65
79	Micro Fiber Multipurpose Towel 12x12	8417	50%	3.00%	$0.07	$0.09	-	$0.75
80	Micro Fiber Multipurpose Towel 16x16	8438	50%	3.00%	$0.08	$0.10	-	$1.20
81	**WIPERS - TOWELS**							
82	18 X 18 Red Wiper Bagged	8023-10	50%	2.00%	$0.056	$0.070	$0.078	$0.30
83	18 X 18 Red Wiper Folded	8021-10	50%	2.00%	$0.067	$0.083	$0.093	$0.30
84	18 X 18 White Wiper Folded	8021-07	50%	2.00%	$0.078	$0.098	$0.109	$0.30
85	Bath Towel 20 X 40	8523	50%	2.00%	$0.333	$0.416	$0.466	$2.40
86	Bath Towel 24 x 48	8574	50%	2.00%	$0.400	$0.500	$0.559	$3.65
87	Bath Towel 27 X 54	8586	50%	2.00%	$0.544	$0.680	$0.762	$15.85
88	Bath Towel 22 X 44	8577	50%	2.00%	$0.377	$0.472	$0.528	$4.55
89	Soda Towel Red Border 15 X 22	8560	50%	2.00%	$0.111	$0.139	$0.155	$0.90
90	Grill Pad 8 X 10	9987	50%	2.00%	$0.100	$0.125	$0.140	$1.40
91	Wash Cloth Terry 12 X 12	8545	50%	2.00%	$0.111	$0.139	$0.155	$0.45
92	Towels Turk 16 X 27	8521	50%	2.00%	$0.122	$0.153	$0.171	$1.25
93	Terry Cloths U1st Green Stripe 16 X 19 Bagged	8581	50%	2.00%	$0.100	$0.125	$0.140	$0.85
94	Terry Cloths U1st Green Stripe 16 X 19 Folded	8554	50%	2.00%	$0.111	$0.139	$0.155	$0.85
95	Glass Towel Red Striped 16 X 30	8561	50%	2.00%	$0.111	$0.139	$0.155	$0.85
96	Towel Bath 27x54	8586	50%	NA	$0.400	$0.500	$0.560	$15.47
97	Bath Mat 20x30	858A	50%	NA	$0.280	$0.350	$0.450	$6.60
98	Washcloth 13x13	858B	50%	NA	$0.110	$0.140	$0.150	$1.20
99	**BEDDING**							
100	Thermal Spread Blanket	94DC	50%	NA	$0.48	$0.550	$0.600	$38.970
101	Pillow Case 42 x 36	94SF	50%	NA	$0.11	$0.150	$0.200	$5.200
102	Sheets -63 PERCALF	9910	50%	NA	$0.30	$0.370	$0.550	$19.270
103	**APRONS**							
104	100% Cotton Shop Apron 2 Upper & 2 Lower Pkts 40" Long **(Not Personalized)**	7006	50%	1.00%	$0.39	-	-	$19.40
105	100% Spun Poly Bib Apron No Pocket 34" Long **(Not Personalized)**	7046	50%	1.00%	$0.17	-	-	$3.85
106	**LOCKERS/HARDWARE**							
107	Laundry Soil Lock-Up	8950	100%	NA	$0.00	-	-	$279.75

108	8 Compartment Hanger Standard	8951	100%	NA	$0.00	-	-	$602.10
109	Laundry Soil Lock-Up Maxi	8958	100%	NA	$0.00	-	-	$455.55
110	8 Compartment Hanger Wide w/Pad Lock	8959	100%	NA	$0.00	-	-	$684.65
111	Hanger Recovery Rack	8957	100%	NA	$0.00	-	-	$17.90
112	Bag Rack	8956	100%	NA	$0.00	-	-	$16.40
113	Laundry/Linen Mesh Bags (30x40)	9075	50%	NA	$0.00	-	-	$10.65
114	Towel Manager	8964	100%	NA	$0.00	-	-	$602.10
115	6 Gallon Wiper/Safety Can	9949	100%	NA	$0.00	-	-	$141.20
116	4 Compartment Hanger	8962	100%	NA	$0.00	-	-	$540.80
117	6 Compartment Hanger	8955	100%	NA	$0.00	-	-	$759.85
118	9 Compartment Folded	8952	100%	NA	$0.00	-	-	$646.70
119	Laundry Pipe Rail	8939	100%	NA	$0.00	-	-	$426.25
120	Hamper	9958	100%	NA	$0.00	-	-	$538.15
121	Rolling Rack	9917	100%	NA	$0.00	-	-	$293.05
122	Wiper/Towel Exchange	8917	100%	NA	$0.00	-	-	$540.80
123	15 Gallon Wiper/Safety Can	9948	100%	NA	$0.00	-	-	$181.15
124	**FENDER COVER**							
125	Fender Cover 30x50	7521	50%	NA	$0.58	-	-	$8.00
126	Seat Cover 54x60	7522	50%	NA	$0.89	-	-	$12.15

	DISPOSABLES			
Line	**US Contract Item - Description**	**Item #**	**Price Per Unit**	**Loss/Damage**
1	**PAPER**			
2	Jumbo Sanitary Tissue Roll (1,600 ft per roll, 2 ply)	6225	$7.27	NA
3	Jumbo Sanitary Tissue Dispenser	6251	$0.00	$24.75
4	Mini-Twin Sanitary Tissue Roll (751 ft per roll, 2 ply)	6221	$3.83	NA
5	Mini-Twin Dispenser	6210	$0.00	$42.50
6	Multi-Fold Towel-250 Pack	6223	$3.05	NA
7	Over/Under Sanitary Tissue, Roll (312 ft per roll, 2 ply)	6238	$2.16	NA
8	Over/Under Dispenser	6237	$0.00	$23.30
9	Toilet Seat Covers Pack of 250	99T0	$3.72	NA
10	Toilet Seat Cover Dispenser	99F2	$0.00	$34.65
11	Center Pull Hand Towel 2 PLY - (600 ft/580 shts per roll)	6249	$8.44	NA
12	Center Pull Hand Towel Dispenser	6268	$0.00	$50.80
13	Paper - Cont. Roll Towel 10"x130'	6215	$5.49	NA
14	Continuous Roll Towel Cabinet	9993	$0.00	$244.05
15	Hard Wound roll Towel, White (700 ft/884 towels per roll)	6230	$11.60	NA
16	Hard Wound roll Towel, Brown (700 ft/884 towels per roll)	6232	$9.49	NA
17	Touchless Electric Dispenser for Hard Wound Roll Towel	6229	$0.56	$84.40
18	Touchless Mechanical Dispenser For Hard Wound Roll Towel	6231	$0.28	$72.10
19	Tri-Fold Hand Towel 2 PLY - Pack	6226	$2.11	NA
20	Tri-Fold Dispenser	6257	$0.00	$48.80
21	House Hold Paper Towel Roll	6243	$3.27	NA
22	Wipers-Uni-Wipe 450/Case 12x14	8054	$53.67	NA
23	Wipers-Uni-Wipe Scrim 1000/Case 12x15	8055	$59.22	NA
24	Wipers-Uni-Wipe Air Lay 1000/Case 12x13	8057	$59.22	NA
25	Premium Hard Wound roll Towel 1-Ply, White 6 Roll Case #6229 Dispenser only).	623H-07	$117.81	NA
26	Coreless Toilet Paper Roll	623Y-07	$3.02	NA
27	**RESTROOM PRODUCT**			
28	Auto Flush Urinal/Toilet Clamp System/Service.	99GY	$2.78	$226.45
29	Mat Disposable Toilet	99FF	$6.88	NA
30	Mat Disposable Urinal	6299	$10.77	NA
31	Autojanitor Drip Refill Country Delight	99G6	$9.27	NA
32	Autojanitor Drip Tube Kit (to add 2nd toilet)	99Z1	$0.00	$11.05

33	Autojanitor Drip Dispenser	99G3	$0.00	$48.90
34	Clean Seat Refill	99GX	$10.82	NA
35	Clean Seat Dispenser	99GW	$0.00	$13.20
36	**SOAPS**			
37	**Heavy Duty 2000 ML**			
36	2000 ml Multi Green w/Particles	1926	$17.82	NA
37	2000 ml Supro Max (waterless)	1939	$18.65	NA
38	2000 ml Supro Max Cherry	1968	$18.65	NA
39	1000 ml UniFirst Heavy Duty Cherry Hand Scrub	88UK	$13.19	NA
40	UniFirst Heavy Duty Hand Scrub	88UJ	$11.82	NA
41	2000 ml Dispensing System	1921	$0.00	$18.65
42	**Hand Cleaners General Purpose**			
43	800 ml Pink-n-Clean Skin Cleanser	1914	$3.44	NA
44	1250 ml Luxury Foam Wash	1980	$18.48	NA
45	800 ml Dispensing System	1908/1909	$0.00	$17.35
46	1250 ml Dispensing System Foam Soap	1943	$0.00	$20.00
47	**Anti-Bacterial Cleaners**			
48	800 ml Micrell Anti-Bacterial Soap-amber	1918	$5.49	NA
49	1200 ml Touch Free Antibacterial Foam	8807	$28.97	NA
50	1250 ml Luxury Foam Wash Anti-Bacterial	1981	$20.31	NA
51	2000 ml Antibacterial Lotion Soap	1982	$18.76	NA
52	800 ml Micrell Dispensing System	1917	$0.00	$17.35
53	1200 ml Touch Free Foam Dispenser	8806	$0.00	$47.95
54	1250 ml Dispensing System Foam Soap	1943	$0.00	$20.00
55	2000 ml Dispensing System (for 1982)	1983	$0.00	$26.10
56	1000 ml UniFirst Foam Soap	88UH	$11.82	NA
57	UniFirst Dispensing System Hands Free	88UE	$0.56	$111.25
58	**Purell Waterless Hand Sanitizers & Wipes**			
59	Purell Sanitizing Hand Wipes - 1200 Count Canister.	8830	$59.94	NA
60	Purell Sanitizing Hand Wipes Stand - 270 Count Canister.	8808	$0.00	$253.10
61	Purell Sanitizing Hand Wipes 1200 Count Canister Dispenser.	8818	$0.00	$56.55
62	**Purell Waterless Hand Sanitizers**			
63	800 ml Purell Refill	1920	$7.27	NA
64	1200 ml Purell Foam Instant Hand Sanitizer - Touch Free	1976	$43.40	NA
65	1200 ml Purell Gel Instant Hand Sanitizer - Touch Free	19AT	$20.92	NA
66	800 ml Purell Dispensing System	1919	$0.00	$17.35
67	1200 ml Purell Foam or Gel Touch Free Dispenser	1975	$0.00	$47.95
68	Purell Foam or Gel Touch Free Dispenser Floor Stand	8817	$0.00	$159.85
69	1000 ml UniFirst Gel Sanitizer	88UC	$16.87	NA
70	1000 ml UniFirst Manual Dispenser	88UD	$0.00	$24.00
71	**Healthcare Products**			
72	2000 ml Provon Foaming Antimicrobial Soap w/Moisturizers	1967	$33.69	NA
73	2000 ml Provon Dispensing System Foam Soap	1966	$0.00	$83.95
74	**E2 Rated Food Industry Hand Soaps**			
75	1250 ml E2 Foam Soap Sanitizing	1945	$31.41	NA
76	2000 ml E2 Foam Soap Sanitizing	1944	$43.90	NA
77	1250 ml Dispensing System Foam Soap	1943	$0.00	$20.00
78	2000 ml Dispensing System Foam Soap	191A	$0.00	$35.30
79	**Shower Soaps**			
80	1250 ml Luxury Foam Hair and Body Wash	1964	$20.09	NA
81	1250 ml Dispensing System Foam Soap	1943	$0.00	$20.00
82	**Skin Conditioners**			
83	500 ml Hand Medic Refill	1987	$11.43	NA
84	500 ml Hand Medic Dispensing System	1986	$0.00	$30.55
85	**GREEN Cert. Soaps**			
86	800 ml GREEN Cert. Liquid Hand Soap	8811	$8.66	NA

87	1250 ml GREEN Cert. Foam Soap	8810	$20.65	NA
88	800 ml Dispensing System	1908/1909	$0.00	$17.35
89	1250 ml Dispensing System Foam Soap	1943	$0.00	$20.00
90	**CLEANING CHEMICALS**			
89	#2 Multi-Shine Glass & Surface Cleaner 2L	99TB	$23.80	NA
90	#4 Foamy Mac Restroom Cleaner 2L	99TC	$36.70	NA
91	#64 Millenium Cleaner 2L	99UF	$25.55	NA
92	Multi Task Wall Mount Dispenser	9SR0	$0.00	$162.00
93	#2 Multi-Shine Glass & Surface Cleaner 2L	99PD	$31.08	NA
92	**TRASH CAN LINERS**			
93	Trash Can Liner 33 Gal Low Density 33X39 (250/CS) Clear	8929	$45.40	NA
94	Trash Can Liner 56 Gal Low Density 43X47 (100/CS) Black	8933	$40.63	NA
95	Trash Can Liner 60 Gal Low Density 38X58 (100/CS) Black	8934	$43.35	NA
96	**AIR FRESHENERS**			
97	Twist Odor Control Dispenser (areas up to 6,000 cubic ft)	8713	$0.00	$8.35
98	Fragrance Twist Cucumber Melon (E8W Srvc)	8714	$15.10	NA
99	Fragrance Twist Orange Grove (E8W Srvc)	8715	$15.10	NA
100	Fragrance Twist Mountain Breeze (E8W Srvc)	8716	$15.10	NA
101	Fragrance Twist Cherries Jubilee (E8W Srvc)	8717	$15.10	NA
102	Fragrance Twist Natural Clean (E8W Srvc)	8718	$15.10	NA
103	Fragrance Twist Tropical Paradise (E8W Srvc)	8719	$15.10	NA
104	Fragrance Twist White Tea (E8W Srvc)	8721	$15.10	NA
105	Metered Spray 9000 Aerosol Dispenser (areas up to 6,000 cubic ft)	8700	$0.00	$23.85
106	Metered Spray 9000 Aerosol Dispenser (areas up to 6,000 cubic ft)	8700	$0.00	$23.85
107	Fragrance Aerosol Metered 9000 Linen (E12W Srvc)	8701	$19.31	NA
108	Fragrance Aerosol Metered 9000 Cinnamon (E12W Srvc)	8702	$19.31	NA
109	Fragrance Aerosol Metered 9000 Pina Colada (E12W Srvc)	8703	$19.31	NA
110	Fragrance Aerosol Metered 9000 Citrus Sunburst (E12W Srvc)	8704	$19.31	NA
111	Fragrance Aerosol Metered 9000 Ocean Mist (E12W Srvc)	8705	$19.31	NA
112	Fragrance Aerosol Metered 9000 Fresh Lavender (E12W Srvc)	8706	$19.31	NA

Service Charges

1. Garment Preparation Charge $0.83 each
This charge is waived for the initial installation of service at each Customer location.

2. Outsize Garment Charges (SPCL)

Category	Size	Charge
Shirts	Size 2XL – 6XL	$2.65 each
	Size 7XL and up	$4.25 each
Men's Pants	Size 44 – 48	$3.20 each
	Size 50 - 56	$3.70 each
	Size 58 and up	$4.25 each
Woman's Pants	Size 22 – 28	$3.20 each
	Size 30 and up	$3.70 each
Jackets	Size 2XL – 5XL	$3.90 each
	Size 6XL	$6.40 each
	Size 7XL and up	$8.60 each
Coveralls	Size 52 – 58	$3.90 each
	Size 60 – 64	$6.40 each
	Size 66 and up	$8.60 each
Misc	Size 50 – 56	$2.90 each
	Size 58 and up	$3.45 each

3. Minimum Charge	Per Service Invoice	$27.75 each
	NYC (Manhatten, Bronx, Brooklyn,	$55.50 each
4. DEFE	Per Service Invoice	$3.89 each
5. Unscheduled Deliveries	During normal Business hrs. Mon-Fri	$27.75 each
	After normal business hours Mon-Fri	$83.25 each
	Saturday, Sunday & Holidays	$277.50 each

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and UniFirst Corporation)

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.

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. 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. Vendor 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-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 commercial general liability and business 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-I.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 $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) $ PENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE $1,000,000 INJURY $ ın) INJURY $ ient) TY 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**				

SAMPL

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 _____

Rev. 1/23 INS-D.doc

Agreement No. _____

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 % 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 UniFirst Corporation)

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 $19.51 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, 2024

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 $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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 UniFirst Corporation)

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.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and UniFirst Corporation)

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 the bid is submitted or the contract is 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 _____

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Sourcewell

Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and UniFirst Corporation, 68 Jonspin Road, Wilmington, MA 01887 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All purchased Equipment and Products provided under this Contract must be new and the current model. All rented Products provided under this Contract will be new at the time each site is initially installed into service. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and when new and prior to use are free from defects in design, materials, and workmanship. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry Supplier makes no other representations, warranties, or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use. To the extent assignable, any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees.. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	UniFirst Corporation
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: David M. Katz C1504866F1CF420...
Jeremy Schwartz	David M. Katz
Title: Chief Procurement Officer	Title: Executive Vice President
Date: 6/11/2024 | 1:43 PM CDT	Date: 6/11/2024 | 9:11 AM CDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	UniFirst Corporation
Address:	68 Jonspin Rd Wilmington, MA 01887
Contact:	Jesse Daggett
Email:	jesse_daggett@unifirst.com
Phone:	903-279-1442
HST#:	

Submission Details

Created On:	Friday November 17, 2023 08:21:21
Submitted On:	Thursday January 11, 2024 08:31:57
Submitted By:	Robert Crossley
Email:	Robert_Crossley@unifirst.com
Transaction #:	91878458-cae2-4a2d-94e9-481c95f372ea
Submitter's IP Address:	207.126.196.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	UniFirst Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Parent UniFirst Corporation 68 Jonspin Rd Wilmington, MA 01887 (800) 347-7888 Provides uniforms and work apparel to customers throughout the U.S. and Canada primarily through managed purchase and rental programs. It also provides various facility services products, such as floor mats, mops, wiping towels, and restroom products. Manufacturing UniFirst Corporation Manufacturing Damian Carmona No 5 Ebano, San Luis, Mexico 79100 UniFirst Corporation Manufacturing Calle Antiguo Libramineto S/N Col. Altavista CD Valles, San Luis Potosi, Mexico 79050 Cardenas-Mexico Ave Municip Libre Esquina Con Higinio Olivo S/N Cardenas, SL CP 79380 UniFirst Nicaragua S.A. Km 47 Carretera Tipitapa A Masaya Zona Franca Astro Nicaragua Nave #23 Managua, Nicaragua, NI Cave City Mat Manufacturing 1 UniFirst Drive Cave City, AR 72521 Distribution Owensboro Distribution Center 2801 UniFirst Drive Owensboro, KY 42301 Mississauga Distribution Center 5250 Orbitor Drive Mississauga, Ontario, L6W 5G7 Subsidiaries: UniFirst Canada, Limited 5250 Orbitor Drive Mississauga, Ontario L4W 5G7 A separate operating unit, UniFirst Canada Ltd. manages all the Canadian Direct Sale programs for Canadian customers from their Head Office and main Distribution Centre located in Mississauga, Ontario. Rental laundry facilities are located across Canada in Montreal, Quebec City, Toronto, London, Ottawa, Pickering, Lethbridge, Calgary, Edmonton, Saskatoon and Vancouver. More than two-thirds of Canada’s population can be served from these facilities. UniTech	*

		P.O. Box 51957 295 Parker Street Springfield, MA 01151 The leading supplier of high-tech laundry and protective clothing programs to the nuclear industry. For more than 40 years, a network of strategically located facilities and a fleet of dedicated delivery vehicles and mobile units (laundry, metal decon, and respirator) have provided radiological laundry and protective wear services to nuclear facilities around the world. UniFirst First Aid & Safety 4159 Shoreline Drive St. Louis, MO 63045 (314) 344-1100 Provides companies like yours with high quality first aid cabinets, supplies and specialty kits to enable greater worker safety and full OSHA compliance. With UniFirst First Aid + Safety's combination of products, training and service, your work force will be healthier, more productive and stay on-the-job longer. UniClean 8 Industrial Park Drive Nashua, NH 03062	
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	UniFirst Corporation Manufacturing UniFirst Corporation Manufacturing UniFirst Nicaragua S.A. Cave City Mat Manufacturing UniFirst Canada, Limited UniTech UniFirst First-Aid Corporation UniClean	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0ZSG7	*
5	Proposer Physical Address:	UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887	*
6	Proposer website address (or addresses):	https://unifirst.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David M. Katz Executive Vice President Sales & Marketing UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 978.658.8888, ext. 4060 Mobile: 978.404.6647	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marcos Branch National Account Executive UniFirst Corporation 6928 Commerce Avenue El Paso, TX 79915 Cell: 480.516.3996 Marcos_Branch@UniFirst.com	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rick Shaw Director – National Account Services UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 888-256-5255 ext. 8364 Cell: 360-852-4647 Richard_Shaw@UniFirst.com Brian Dorris Apparel Program Sales Executive UniFirst Corporation 9951 Inkster Rd. Taylor, MI 48174 248.786.9703 Brian_Dorris@UniFirst.com Scott A. Radvin National Account Manager Corporate Trainer UniFirst First Aid + Safety 3499 Rider Trail South Earth City, MO 63045 239.287.7312 Scott_Radvin@unifirst.com https://unifirstfirstaidandsafety.com/ https://www.sgworldusa.com/pages/unifirst

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and remains one of the fastest growing companies in the $39 billion Uniform and Textile Services business. Core values Our Founder, Aldo Croatti, was the Visionary who made UniFirst the industry leader it is today. His core values in business were the building blocks of our company and remain the foundation of our Corporate culture today. They are: CUSTOMER FOCUS RESPECT FOR OTHERS COMMITMENT TO QUALITY Philosophy Our mission "To Serve The People Who Do The Hard Work; Helping them succeed and deliver for what gives their lives meaning,", is a powerful commitment to taking care of our customers and our Team Partners which has always been core to our culture at UniFirst. It became clearer than ever during the pandemic that our hardworking customers make up the essential workforce in our country that is critical to supporting our communities and the economy. They are making and serving food, supporting our energy infrastructure, taking care of us when we are sick, manufacturing essential products, and much, much more. IWe certainly include our own Team Partners as part of that essential group of hardworking people as well. We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics. As we enter our ninth tenth decade of service to North American business, all of us at UniFirst are working hard to ensure our company's continued leadership in the 21st. century. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal: to become universally recognized as the best service provider in our industry. We recognize that staying on top depends on the level and quality of our service, and we realize that if we are to excel, we must be seen as exceptional by every customer we serve. Each UniFirst employee-partner understands this and it's their commitment and effort that will be the driving force behind our success. Listening to our customers and prospective customers is a continuing priority.

Related Longevity
UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a “secret formula.” UniFirst supplies and services uniforms that are “job-fitted work clothes” tailored to the needs of companies throughout the U.S. and Canada.

UniFirst’s overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year- to- year. We’ve dedicated ourselves to achieving it and as a result are widely recognized as being the premium service provider in the industry. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry as the Premium Supplier. Our “Customers for Life” programs and overall business philosophy is a key differentiation between UniFirst and its competitors.

Products
Standard Work-wear:
From factory coveralls to lab coats, to foodservice smocks – UniFirst’s Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process.

Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 607% of its overall industrial garment needs.

Flame Resistant Apparel:
Wherever business is hot (literally), UniFirst is on the job. Our Fflame-rResistant (FR) apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame ResistantFR Aapparel specific for the foodservice industry - Samples are available.

Hi Visibility Garments:
For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILIY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:
All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

Floorcare and Dust Control Services:
Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

		Services When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). Rent, lease, or buy work uniforms Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape. Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more. UniFirst full-service uniform rental programs include: When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). How our rental programs work More than 270 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full-service rental program, you get: • Professional on-site needs analysis • More than 40,000 in-stock product SKUs to choose from • Measurement/fitting of each wearer conducted at your location(s) • Specified number of garments for each individual • Professional laundering and finishing • Regularly scheduled uniform deliveries and product replenishment • Inspection of all work clothing for rips, flaws, missing buttons, etc. • Automatic garment repairs • Automatic replacement of overly worn or damaged garments • Inventory control with itemization by employee (or product) • Quick outfitting of new employees • Full program management Triple Pro Service You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day- in and day- out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer. For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.	
11	What are your company's expectations in the event of an award?	In the years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding $10M. In the event we're able to re-secure Sourcewell' s uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on our experience, ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past years.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada. Strong Financial History Long history of consistent growth, including during recession Stable, contractual revenues in the core laundry business Strong cash flows UniFirst is debt free, our Debt Free/Cash Rich balance sheet position, allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow your members to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the Sourcewell Uniform Program partnership . . . UniFirst had no long-term debt outstanding as of August 26, 2023. UniFirst has cash, cash equivalents and short-term investments totaled $89.6 million as of August 26, 2023. . . and is essentially debt-free for over 10 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the facility service partnership. FY 2023 Revenues: $2.233 Billion . . . an increase of 11.6% over previous FY. Please see the attached "UniFirst Quarterly Report or the quarterly period ended November 25, 2023."	*
13	What is your US market share for the solutions that you are proposing?	16%	*
14	What is your Canadian market share for the solutions that you are proposing?	17%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	During the fiscal year ended August 26, 2023 ("fiscal 2023"), we manufactured approximately 60% of the garments we placed in service. These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. Because we design and manufacture a majority of our own uniforms and protective clothes, we can produce custom garment programs for our larger customers, offer a diverse range of such designs within our standard line of garments and better control the quality, price and speed at which we service such garments. Headquartered in Wilmington, Massachusetts, we are a North American leader in the supply and servicing of uniform and workwear programs, as well as the delivery of facility service programs. Together with our subsidiaries, we also provide first aid and safety products, and manage specialized garment programs for the cleanroom and nuclear industries. We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services. UniFirst operates the largest network of ISO 9001:2015 Ccertified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certified. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls. UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst belongs to the following Associations: Food Service Grocery Manufacturers/Food Products Association American Association of Meat Processors International HACCP Alliance. Environmental Uniform and Textile Service Association (UTSA) Textile Rental Services Association (TRSA) Laundry Environment Stewardship Program (LaundryESP®) U.S. Green Building Council (USGBC) Canada Green Building Council (CaGBC). Energy Star and Green Lights® Business Partner Green SealTM certified. Eco-LogoM certified. Healthcare AORN (Association of Operating Room Nurses) APIC (Association for Professionals in Infection Control and Epidemiology) ASHES (American Society for Healthcare Environmental Services) NADONA (National Association Directors of Nursing Administration) NFSI (National Floor Safety Institute), We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI).	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day. As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with “gold” awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with “Green” awards for the care we take in protecting local environmental resources. We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation’s largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our “lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality.” These are just a few of the many types of awards and recognitions we	

receive every year.

UniFirst has secured the No. 9 spot on Apparel magazine's "Top 50" apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America's top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least $100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America's most popular clothing companies including Nike, Canadian Goose, and lululemon athletica.

UniFirst has, once again, been named to Selling Power's list of "50 Best Companies to Sell For." We've been a mainstay on Selling Power's list for nearly two decades and this is a testament to our world-class sales team and the customer-driven sales culture we've built here. For 2023, our ranking moved up to 22.

Wilmington, Mass. (November 2022) – UniFirst Corporation (NYSE:UNF), a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services, received the 'Content Management Master' award at the annual Seismic Shift Customer Conference, held last week in San Diego, CA. The award demonstrates UniFirst's success in leveraging the Seismic sales enablement platform to create a content-rich environment that sales teams can use to provide customers and prospects with the information they need to make informed buying decisions.

Wilmington, Mass. (January 2022) – UniFirst was named a silver winner in the 11th annual Best in Biz Awards in the Corporate Social Responsibility (CSR) Program of the Year category. Best in Biz Awards is an independent business awards program judged annually by prominent editors and reporters from top-tier publications in North America. 2021 marked a year that drew intense competition from more than 700 entries from public and private companies of all sizes and spanning all geographic regions and industries in the U.S. and Canada.

This year's judges were particularly focused on the winning companies' resilience and adaptability that allowed them to manage within and to overcome the COVID-19 pandemic-related challenges of the past 20-plus months for the betterment of the communities in which they serve while attaining annual business goals. Companies were also judged on levels of dedication to their customers and targeted efforts made to maintain and deepen their commitments to communities and the environment during these tough times.

UniFirst was named this year's silver winner based on the company's swift and compassionate response to the COVID-19 pandemic to support its employee team partners, customers, and local communities to help keep businesses up and running. Among the many purpose-driven efforts included the company's involvement with local Chambers of Commerce throughout North America to help facilitate UniFirst donations of significant supplies of face masks, hand sanitizer, and other PPE where they were needed most. This included a sizable donation made to The Greater Boston Food Bank consisting of 500,000 disposable masks, nearly 200,000 reusable face masks, and over 120,000 bottles of hand sanitizer. GBFB's then shared these items across 600 food distribution partners in 190 cities and towns.

Wilmington, Mass. (October 2021) – UniFirst was awarded two separate Community Service Awards by the Textile Rental Services Association (TRSA), an international organization representing linen, uniform, and facility services companies. *

The TRSA Community Service Awards recognize Operators and Associates whose volunteer projects make significant contributions to their local communities. UniFirst earned one award in recognition of "company efforts," while the other accolade recognized "employee/staff contributions."

UniFirst Corporation and its employee Team Partners have a history of mobilizing precisely when they're needed most in the communities in which they live and serve. This was especially evident throughout the COVID-19 pandemic. In 2021 alone, UniFirst donated significant supplies of facemasks, hand sanitizer bottles, and personal protective equipment (PPE) to communities and essential workers throughout the U.S. and Canada, including donations of over a million dollars-worth of safety supplies to The Greater Boston Foodbank.

UniFirst's Corporate Social Responsibility (CSR) efforts have been instrumental in not only inciting additional local-level support from UniFirst employee Team Partners, but also bringing to light important overarching social and environmental issues that inspire the company's corporate executives to do even more.

		The TRSA supports the linen, uniform, and facility services industry by building and promoting a stronger, safer, and more environmentally conscious community through advocacy, education, certification, research, benchmarking, and information-sharing. For more information about UniFirst's community service efforts, please visit CSR.UniFirst.com. Top 5, A+ ranking on list of "America's Most Trustworthy Public Companies" (TGF Analytics). Forbes' Platinum 400 List "Best Big Companies in America." Forbes Magazine Names UniFirst Corporation to its 2019 America's Best Employers List. UniFirst has been selected as one of "America's Best Large Employers" for 2019. The list ranks the top 500 employers across 25 different industries in the United States… Glassdoor's "25 Best Companies for Career Opportunities" list. UniFirst Ranked by Newsweek as One of "America's Best Customer Service" Providers 2020. UniFirst has been included on Barron's second annual list of the 100 Most Sustainable Companies in the United States… Boston Globe's "Top 100 Performing Companies" list. All companies on the list are judged by their increased sales, profits, and return on shareholder's equity. Capital IQ, a Standard & Poor's business, provided the analytics for this year's Globe 100 using Securities and Exchange Commission filings and corporate reports. UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association). UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company's recent President's Club promotional mail campaign. This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company's Uniform Rental Catalog. This year's winning entry focused on UniFirst's President's Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals. UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year…	
20	What percentage of your sales are to the governmental sector in the past three years	Government sector sales falls under "Other" (16%), which includes: • Oil and Gas Extraction, • Government, Retail, • Other Industries	*
21	What percentage of your sales are to the education sector in the past three years	The Education sector sales (15%), falls under "General Services," which includes: • Business Services • Health and Educational Services	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs): Amerinet Champs Group Purchasing MedAssets Premier Sales volumes are confidential.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
We are reluctant to provide names.	and contact information n what may become a public document	i 480.516.3996,	*
Out of respect for our Customer's valuable time, and the effort they expend in serving as references, we refrain from publishing their contact information until you have committed to calling them.	We will be happy to disclose their names and contacts to you when we move to the next stage of this process.	480.516.3996,	*
Marcos Branch, your National Account Executive: Cell: 480.516.3996, will notify the references and tell them to expect a call from the person you select.	We know you will appreciate this policy should you become a referenceable account.	480.516.3996,	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	$1,905 (Average weekly invoice)	$297,201	*
TBP	Non-Profit	Washington - WA	Uniform/Facility Services Rental	$1,874 (Average weekly invoice)	$292,288	*
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	$1,650 (Average weekly invoice)	$257,451	*
TBP	Government	North Carolina - NC	Uniform/Facility Services Rental	$678 (Average weekly invoice)	$105,710	*
TBP	Education	California - CA	Uniform/Facility Services Rental	$672 (Average weekly invoice)	$104,836	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Direct employees across the US and Canada for Sales = 1288, and for Route Service Team partners that overlap with delivery and Route Sales = 2542	*

27	Dealer network or other distribution methods.	We manufactured approximately 60% of all garments we placed in service during fiscal 2023. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontracted manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. The balance of the garments used in our programs are purchased from a variety of industry suppliers. While we currently acquire the raw materials with which we produce our garments from a limited number of suppliers, we believe that such materials are generally readily available from other sources. To date, we have experienced limited difficulty in obtaining any of our raw materials or supplies although at certain times, we have sourced raw materials or supplies from alternative sources or experienced costs increases for such raw materials and supplies. Currently, we also manufacture approximately 99% of the mats we place in service at our plant in Cave City, Arkansas. We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas. We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers. This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers. * Fast, accurate delivery -- UniFirst has invested over $35 million in the state-of-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days. UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell. With regard to our delivery partners, our preferred freight provider is UPS. UniFirst and UPS have partnered to provide our customers with the fastest delivery timeframe in the industry. Our Distribution Center's strategic locations (90 minutes from UPS's largest U.S. sorting facility), allows for prompt processing at UPS distribution. Additionally, UPS and UniFirst have the UPS entire "first sort" completed by the time each trailer leaves the UniFirst distribution facility. All tracking information is stored with each order placed, and is available for review immediately after shipment. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 270 Locations, serve Customers in 44 US States & the majority of Canada (not in HI, MT, ND, SD,WY and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.

28	Service force.	476 Service force	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Every delivery day your Member's Route Representative will check with you them to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you they don't want to wait until your their next delivery day, they can call your the local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you they can give their sizes over the phone) and uniforms will be ordered within 24 hours. You They can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer. For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations. We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our “Customers for Life’’ program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement. UniFirst’s business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded). To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member’s employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters on all sites so that local people know who to contact for assistance and how to contact them. Your members experience countless customer interactions every day, so it’s important that all of their team members look their best. As your uniform and facility services provider it’s our job to make that happen. To accomplish this, we take a team approach to servicing your accounts. Your local UniFirst service team consists of the following trained service professionals working on your Member’s account all the time.... *Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking up dirty uniforms and delivering clean ones. There’re also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst. *Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it. *Customer Service Rep . . . available to provide immediate telephone assistance. In addition, this local team is aided by the National Account Service Team. Led by Sourcewell’s dedicated Account Executive (Marcos Branch Marcos_Branch@UniFirst.com), this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response. Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member’s issue is resolved to their satisfaction, quickly and efficiently. UniFirst Contact Information: Local Service Team: Call the local phone number provided on the weekly invoice. Account Executive: Marcos Branch (contact via Hotline) Service Hotline: 877-382-4629 or membernamehotline@unifirst.com If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	UniFirst Corporation is a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services. We operate the largest network of ISO-9001 certified laundry facilities with more than 270 service locations throughout the U.S. and Canada. Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rental laundry facilities are located across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver, Kelowna, Barrie, Vaughn, Sussex, Dartmouth, and Fort McMurray. UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK. More than 85% of Canada's population can be served from our Canadian facilities.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas. Further discussions are required for participating entities who are solely located in either Hawaii or Alaska. Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success. Our marketing material is simple and effective and speaks of the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success. We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics. This provides additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect “nurturing” opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results. UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today’s digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOmoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search	*
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase. Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority. UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer’s graphics and content. Your Customer’s logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer. Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits. Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in. A brief list of e-procurement storefront features and capabilities include: • On-line Registration for the Program by employees via the Storefront. • On-line Order placement by registered employees via the Storefront • On-line Order placement by a purchasing agent on behalf of a group of users. • On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users. • The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer. • Purchase Limits via our Managed Program module. Your Customer’s balances would be loaded here • Tracking and enforcement of pre-defined spending limits at the individual employee level. • Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R). • In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration. • Accessible 24 hours, seven days a week. • On-line display by login showing spend by employee, if applicable. • Estimated Delivery Date	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	UniFirst can provide training or instruction for our goods and services through the local Service Centers. At the time of your Member's transition. The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance. For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, & Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are. We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings, and a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive. Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to scheduled and coordinated. Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. …) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled "Welcome to UniFirst" will also be left in each functional area. Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program. We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member's service team will consist of… • Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it. • Customer Service Reps . . . Committed to exceeding your Member's expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have. • Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member's program. In addition, he/she will audit performance and work to ensure that we perform up to your Member's expectations. To assist and guide your Member's team through a Direct Purchase program we can provide them with" • A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one- or two-day training session. • Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed. • Provide documentation to highlight the one... two … three's… of the storefront and the ordering process • Or, if they decide to go it alone their storefront will be designed with an easy to access help feature • Our professionally trained Customer Service Representative are ready to resolve any	*

		problems your Member's may have UniFirst can help you design a training program to fit your Member's needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions. We can also provide instruction on how to access the portals for reporting or Direct Purchase programs.	
41	Describe any technological advances that your proposed products or services offer.	Our most recent product innovation was a 65/35 shirt fabric weight coverall with knit cuffs, grippers and pocketless added to our line. This product is being tested with great success with a food manufacturer who was looking for a solution to cut costs associated with the most recent donning and doffing regulations. Because this garment is quicker to get in and out of than a traditional shirt and pant, it can save on the amount of time that it takes for your employees to get to the production floor. Another benefit to this garment is that it is .05 less per piece total cost resulting in a significant savings annually. (Quick example on 5,000 employees x .05 x 11 x 52 = $143,000 potential annualized savings). Another side benefit has been employee satisfaction. Employees that work in a hot environment welcome the fact that the pant portion of the coverall is significantly lighter weight than the tradition 65/35 pant fabric. UniFirst believes in continually doing business better: remaining committed to innovative approaches toward our systems and service offerings with the underlying belief that our ability to follow advances in science and technology can only mean greater benefits for our customers, our Team Partners, and our company. Our UniFirst Business Solutions (UBS) system is tablet based route accounting. Route service personnel check-in with customer contacts to get information on new employee uniforms needed, inventory changes, etc., service the account, check back with the customer contact to review the on-line invoice, including corrections. When your site contact signs the screen, all adjustments are already made, and the invoice goes to the cloud. UBS includes garment tracking establishing & maintaining chain of custody. This includes scanning at customer sites, and tracking through the UniFirst laundry facilities. This tracking assures uniform wearers uniforms come back to them from UniFirst every week, it also helps reduce garment loss charge expenditures. UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference. The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use "Roadnet® Route Optimization," which consolidates routes for increased efficiencies. By driving significantly fewer miles, we're drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We're driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers. UniFirst also uses electric-powered vans for customer deliveries. The vans, which produce zero emissions, are currently being used in Stratford, CT and Chicago, IL—two densely populated areas that offer the biggest opportunity for UniFirst to make significant reductions in carbon emissions and pollution. UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable…CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member's program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member's account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member's programs consistently across all of their locations.	*

		UniFirst's proprietary bar-coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy. When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental Stewardship UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a "greener" and more environmentally friendly Company. We were also one of the first members of the EPA's Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste. In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.* 1. Water use: 12.5 percent reduction. 2. Energy use: 11.8 percent reduction. 3. Pollutants discharged: 40 percent reduction. 4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts). 5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs). * All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.). From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste. Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources. We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting. Environmental Sustainability Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally friendly Company in all aspects of our operations. Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 2760 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals…all we do consistently takes environmental sustainability into consideration. Our Values From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion-dollar industry leader in the Uniform and Textile Services business. In part, our modern-day success story is a result of our following the three Core

Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:
1. CUSTOMER FOCUS — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. RESPECT FOR OTHERS — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. COMMITMENT TO QUALITY — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.

In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."
1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

In the Office

In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations. *

Additionally, all 2760 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO2 each year.

Uniforms, Work Apparel

Compared to purchasing, renting uniforms saves energy and decreases natural resource consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.

When appropriate, we also refurbish and transform pre-worn customer apparel into "like new" offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a "second life."

Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing "longevity" in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We've also computerized our textile cutting systems to assure minimal waste of fabric and our "modular" assembly construction process maximizes efficiencies and the overall use of resources.

Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.

Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And we're currently on schedule to have all our laundering service facilities ISO certified as well.

Ancillary Products

		UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they're included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council. (*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high-performance green buildings.) Floor Mats Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals. We manufacture all our floor mats to last for at least five years and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the "waste stream." Microfiber Mop/Wiper Technology Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria. The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent. Hand Towels and Sanitary Tissue Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration. Soaps and Hand Care Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of "green" and biodegradable hand cleaning/disinfecting products. GOJO's Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste Odor Control Systems We offer three environmentally conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.	
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	We're highly experienced at sourcing custom garments both domestically and internationally. And our company-owned manufacturing plants give us unique flexibility when it comes to self-producing special items that may be included in large national programs. Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery. Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel. Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour. For Direct Purchase: Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error. Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure. For Rental Programs: UniFirst does not measure your employees. Rather, we have your employees actually try on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process. With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All Products furnished under the Agreement shall conform to Sourcewell's specifications as set forth in the Agreement and, in all instances will be processed, mended and finished in accordance with the generally accepted standards of the textile rental industry. UniFirst makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered “Damaged.” Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered “Damaged” if the modification inhibits the ability to re-issue the garment. This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criterion, a garment will be deemed as “damaged beyond repair” for any of the following: • Any hole or tear regardless of size • Any single pen mark larger than one- and one-half inch • Any combination of ten or more pen marks • Any garment purposely written on • Any single stain larger than one inch in diameter • Any combination of ten stains or more • Any broken or poorly functioning zipper • Any broken straps or clips or missing snaps • Any bioburden or hazardous material contamination	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to an Industrial Landry Program. At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten-point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention. UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. For shirts the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Collar • Shoulder Panel • Emblems and Pockets • Buttons and Front Panel • Underarm and Side Seams • Sleeves • Cuffs and Cuff Buttons • Back Panel For pants the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Waistband and Belt Loops • Buttons and Fasteners • Zipper • Pockets • Crotch • Side Seams and Inseams • Seat Seam • Hem In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst. Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked up on Tuesday will be repaired and returned the following Tuesday. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable to an Industrial Landry Program. UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.	*

51	What are your proposed exchange and return programs and policies?	Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary.	*
52	Describe any service contract options for the items included in your proposal.	UniFirst offers as an option a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing “World Class” service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges. Guarantee -- Any rental garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to you. You will get three dedicated UniFirst professionals always working on your account. There’s a dependable Route Service Representative who’ll keep your program running smoothly day-in and day-out, a Service Manager whose primary responsibility is to see that you’re getting everything you need when you need it, and a helpful local Customer Service Representative who’s always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Evaluating our performance We’re always measuring your Member’s service and satisfaction levels to ensure that everything lives up to their expectations and our guarantee. That means offering: • Face-to-face goodwill visits with their local Service Manager • Performance Report Card service ratings (99% service satisfaction) • Wearer Satisfaction Survey Cards.	*

54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	We invest so much time, effort, and resources into creating and maintaining a service infrastructure that's second to none. It's this commitment that helps us forge long-lasting relationships with our customers. Getting started • Our service commitment to you begins long before any deliveries are made. • Our consultative Customer Needs Analysis (CNA) helps determine the right workwear and ancillary products to meet your needs. • We make recommendations how to best maintain, improve, or establish a new business image for your company in the most cost-effective manner. • We schedule "Try-for-Size" on-site fittings for every rental wearer to ensure a perfect uniform fit. • We thoroughly review all aspects of your new managed program with you prior to our seamless program installation. Always on time, no shortages We guarantee your uniforms and facility service supplies are delivered as expected and on the agreed upon schedule. It's that simple. We also keep extra inventories at your local UniFirst servicing center to help make sure your employees always have what they need, when they need them. When we process your hygienically laundered and finished uniforms, we check them at least four times prior to delivery to be sure you always receive back what is turned in. To help eliminate shortages, we scan or count your garments: 1. Upon pickup at your facility 2. After processing and sorting 3. When loading into delivery truck 4. At delivery back to you 10-point garment inspections Our Automatic Mend System includes a comprehensive, 10-point inspection of every garment every time it's processed. It's how we ensure that needed repairs (or replacements) are taken care of even before you ever have to ask. Learn more about our automatic repairs and replacements. In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of the customer. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst. UniFirst will reinvest a minimum 18% of its garment revenues into free garment upgrades beginning week 53 through the life of our partnership to ensure sustainable safety and quality. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor's bill out as "damage" is the result of worn-out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out because of normal wear and tear with "new" garments, UniFirst also recognizes that not every employee stays the same size over time, so we provide for clothing size exchanges whenever necessary. UniFirst recognizes that not every employee stays the same size over time, so we provide clothing size exchanges whenever necessary . . . again at no cost.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	CUSTOMER agrees to make payments within 30 days of invoice receipt.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We note that the condition precedent to the delivery of any merchandise and services hereunder is the execution of a corporate textile rental service agreement, which more fully details the expectations of each party, in terms acceptable to each party. We leave for another day the discussion as to the specific requirements of any such agreement, except to note that all such requirements are common to the textile rental services industry in general. Please see the attached redlined MSA on the specific provisions in the RFP and Agreement. All merchandise supplied by UniFirst hereunder will conform to customer's specifications as set forth in the Textile Rental Services Agreement, and in all instances will be processed, mended and finished in accordance with generally accepted standards of the textile rental industry.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-cared. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available. In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third-party vendors. As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement. Once our agreement is finalized our Account Management System ensures that only those products and prices set out in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations is guaranteed. All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations. Rental Services Include: » Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost » Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule. » Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule. » Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply. » All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer. » UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market, i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%.	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	A. Rental. UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following: Admin fee/rebate: $ 0-$350,000……2% $350,001-$450,000……2.5% $450,001 + …….. 3% B. Direct Sales Pricing will only have 1 tier for best available. Pricing will be Ceiling price so if necessary we can adjust downward based on local pricing needs for a specific account.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	UniFirst is a full-service provider of textile services, with many of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers. In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached “Sourcewell Proposal,” for a complete listing of all the associated Service Charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rental: The delivery cost is included in the weekly rental rate. Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice. • United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order. • Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order. Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case-by-case basis and we will pass along the true cost of shipping.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcewell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcewell Members. Our proposal represents "Best-in-Class" pricing based upon the Sourcewell estimated contract value and usage. Furthermore, we offer the following value-added services: • ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process-controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high-quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system. • Guaranteed rates and charges: Our proprietary Account Management System (AMS Mozart) guarantees only the charges authorized and specified in our service agreement can be invoiced, Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. • Virtually Unlimited Catalog: By using our partnerships with our long-term vendor partners, our catalog is essentially limitless, Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see the attached Proposal. "Better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Performance will be measured according to the following standards: A. Uniform Rental Services Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include: 1. On Time Installation: New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on-time installation rate for new locations is 98%. 2. Issue Resolution All service-related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction. The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions. a. On Time Delivery and Pick Up: A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement. Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected. b. Service For New Employees: New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule. Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's	

local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:
Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs. *

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment
A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy
Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a $6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we

		might otherwise not hear about. But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.	
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following: Admin fee/rebate: $ 0-$350,000……..2% $350,001-$450,000……2.5% $450,001 + …….. 3%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer apparel products from our UniFirst Family of Brands as well as 100's of our manufacturing and distribution partners. a. Work Apparel i. UniFirst Brands ii. Industrial Uniforms iii. Automotive Apparel iv. Work Shirts v. Work Pants vi. Jeans vii. Shorts viii. Outerwear ix. Flame Resistant Clothing x. High Visibility Workwear xi. Healthcare Uniforms & Apparel xii. Food Service Apparel xiii. ESD & Anti-Static Garments b. Corporate Apparel i. T-Shirts ii. Button Downs iii. Polos iv. Fleece and Sweatshirts v. Outerwear vi. Pants vii. Jeans viii. Shorts ix. Promotional Accessories	*

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Work Apparel UniFirst Brands Industrial Uniforms Work Shirts Work Pants Outerwear Flame Resistant Clothing High Visibility Workwear Healthcare Uniforms & Apparel Food Service Apparel ESD & Anti-Static Garments Uniform Services Uniform Rental Programs Val-U-Lease Program Direct Purchase Programs National Account Programs Facility Services Floor Mat Services • WALK-OFF MATS • SCRAPER MATS • ANTI-FATIGUE MATS • “WET AREA” MATS • MESSAGE & LOGO MATS Floor Mop Services • WET & DRY FLOOR MOPS • MICROFIBER FLOOR MOPS Wiper & Towel Services • SHOP TOWELS • MICROFIBER TOWELS Restroom Services • SOAPS & HAND CARE • HEAVY-DUTY HAND CLEANERS • PAPER TOWELS & SANITARY TISSUE • AIR FRESHENERS • SHAMPOO, SHOWER & BATH Hand Hygiene Services • PURELL HAND SANITIZERS • MEDICAL SOAPS & SURGICAL SCRUBS Cleaning Solution Dispensing Services Safety & PPE • Safety Masks • Ear Plugs • Eyewash Stations • Flame Resistant Clothing • Industrial Safety Gloves • Hard Hats • High Visibility Clothing • Safety Glasses	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	(•) Yes ( ) No	Yes	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	(•) Yes ( ) No	Yes	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NATIONAL ACCOUNT PROPOSAL FOR Sourcewell 1.11.24.docx - Thursday January 11, 2024 08:29:52
- Financial Strength and Stability - 12. UniFirst Quarterly Report or the quarterly period ended November 25, 2023 .docx - Wednesday January 10, 2024 14:11:40
- Marketing Plan/Samples - Sourcewell sample welcome kit.pdf - Wednesday January 10, 2024 14:12:25
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell RFP #011124 - Qualifying Comments - January 2024.docx - Wednesday January 10, 2024 14:10:27
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Katz, Executive Vice President, Sales & Marketing, UniFirst Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: October 29, 2024

TO: City Council

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

SUBJECT: MNS Engineers Inc. Labor and Environmental Compliance Agreement.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement Number 32500194 with MNS Engineers, Inc., with a term from October 30, 2024, to December 31, 2025, with a not to exceed amount of $343,739.00, for labor and environmental compliance services.

(This item did not originate in committee.)

BACKGROUND

In June 2022 City staff executed Agreement 9660-22 HO with Michael Baker International (Michael Baker) in an amount not to exceed $120,000 to provide on-call labor and environmental compliance services, with an end date of June 13, 2025. Michael Baker was selected by the City to provide these services after a competitive procurement process that included the City's issuance of Request for Proposals Number HO22-92 in February 2022 for On-Call Contract Compliance Services.

In February 2023, the City Council authorized Amendment 1 to Agreement 9660-22 HO to increase the not to exceed amount from $120,000 to $481,000 in anticipation of additional residential construction projects that were estimated to begin construction over the next three years and that required labor and environmental compliance services. The end date of the Agreement was not extended beyond the original end date of June 13, 2025. There is a remaining balance of $352,208 in the Michael Baker Agreement. Several existing construction projects in the City require labor and environmental compliance services.

The Michael Baker staff with direct and relevant experience in the scope of work and City of Oxnard construction projects left employment with Michael Baker and transitioned to MNS Engineering Inc. (MNS). Due to the departure of labor and environmental compliance consulting staff from Michael Baker, as of October 29, 2024 the City will terminate the Agreement with Michael Baker.

DISCUSSION

The construction projects requiring labor and environmental compliance continue. The former Michael Baker consulting staff that have prior working knowledge and expertise in the City's construction projects are now with MNS. As such, MNS consulting staff have existing and prior working knowledge of the construction projects and expertise in labor compliance services for such projects.

To avoid a disruption in services and ensure continuity of services for the City's existing construction projects, City staff is seeking City Council authorization to execute an agreement in an amount not to exceed $343,739 with MNS through December 31, 2025 as a sole source service provider. Procurement has confirmed the knowledgeable staff transitioning to MNS is an eligible cause of sole source procurement.

Scope of Services
The scope of services under the MNS agreement, which is the same scope Michael Baker performed, includes the following:

1. On-call environmental compliance services, as needed, through December 31, 2025 for future construction projects;

2. On-call labor compliance monitoring services for new projects with construction start dates commencing prior to December 31, 2025, not identified in the list of projects under item 3 below;

3. Labor compliance monitoring services for the following construction projects:

a. Labor compliance monitoring services for Dolores Huerta Gardens (formally known as Etting Road) through the end of construction. Dolores Huerta Gardens is a 100% affordable rental development with 56 units under construction and is located at 2161 East Etting Road, in Oxnard. It is being developed by Cabrillo Economic Development Corporation.
b. Labor compliance monitoring services for Cypress Place I through the end of construction. Cypress Place I is a 100% affordable rental development with 90 units under construction and is located at 5482 and 5536 Cypress Road in Oxnard. It is being developed by Peoples Self Help Housing.
c. Section 3 labor compliance close out monitoring for Central Terrace Apartments. Central Terrace is a 100% affordable rental development with 87 units and is located at 217-235 E. 6th Street in Oxnard. It is being developed by Many Mansions.
d. Labor compliance monitoring for Casa de Carmen through the end of construction. Casa de Carmen is a mixed-use project with 56 permanent supportive housing units that are 100% affordable and a homeless shelter on the ground floor, the project is located at 241 W. Second Street in Oxnard. It is being developed by Community Development Partners.
e. Labor compliance monitoring for Cypress Place II through the end of the MNS contract term. Cypress Place II is a 100% affordable rental development with 64 units estimated to begin construction in Fall 2025. It is being developed by People's Self-Help Housing.
f. Labor compliance monitoring for the Aspire Apartment through the end of the MNS contract term. Aspire is a 100% affordable rental development with 88 units estimated to begin construction in Fall 2025. It is being developed by Many Mansions.

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

Since the Michael Baker Agreement did not reach its maturity date of June 13, 2025, there is a sufficient balance remaining to cover the cost of the proposed MNS Agreement. There is a remaining balance of $352,208 remaining in the Michael Baker Agreement, which exceeds the requested $343,739 for the MNS agreement.

The Michael Baker Agreement was funded using various funding sources including: HOME, In-Lieu, CDBG, Successor Agency, Capital Fund (Housing Authority), and Permanent Local Housing Allocation (PLHA). The proposed MNS agreement would use the same sources, with the exception of the Capital Fund and PLHA because there are no Housing Authority or PLHA funded projects in this agreement. A new funding source, HOME-ARP, will be used for the Michael Baker Agreement which was not previously committed under the Michael Baker agreement.

The MNS agreement will be a multi-year agreement. In FY 2024-25 it is estimated that up to $119,239 will be used and up to $224,500 will be used in FY 2025-26. The total proposed MNS agreement budget in an amount not to exceed $343,739. This amount includes:

- $31,000 (not to exceed) for on-call environmental compliance services

- $312,739 (not to exceed) for labor compliance monitoring

There is sufficient FY 2024-2025 budget available in :
$75,569 HOME funds,
$30,431 CDBG funds,
$169,000 HOME-ARP funds,
$18,000 Affordable Housing In-Lieu fee funds totaling, and
$50,739 Low-and-Moderate Income Housing Asset funds

For Finance Use Only: $30,569 - HOME (Org. 2028105 53200 G2332), $37,000 - HOME (Org. 2028105 53200 G2336), $8,000 -HOME (Org. 2028101 53200 G2009), $15,431 - CDBG (2018105 53200 G2332), 15,000 - CDBG (2018101 53200 G2009, $169,000 HOME-ARP (Org. 2028101 53200 G2410), $8,000 - In-Lieu Fee Fund (Org. 70508105 53200), $10,000 - In-Lieu Fee Fund (Org. 70508105 53200 M2103), $50,739 Low-and-Moderate Income Housing Asset Fund (4208101 53200 M2104)

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by City Council. The proposed agreement maintains the previous scope of work, for the same developments.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. MNS Professional Services Agreement 32500194

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF OXNARD AND MNS ENGINEERS, INC.

By this Consultant and Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the services of MNS Engineers, 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:

I. WHEREAS, Sandra Lee and Damien Delany have existing and prior working knowledge of current development projects in the city and expertise in labor compliance services for such development projects; and

II. WHEREAS, City is working with various developers to complete the construction of the aforementioned development projects which require labor compliance monitoring and anticipates starting construction on new development projects that will require labor compliance and environmental compliance services; and

III. WHEREAS, the City desires at this time to obtain interim labor compliance monitoring services for the City's active construction projects inclusive of Casa de Carmen Residential Project, Dolores Huerta Gardens, Cypress Place 1, and Central Terrace with MNS Engineers, specifically with Sandra Lee and Damian Delany ensuring continuity of services; and

IV. WHERAS, the City also desires to obtain interim on-call labor and environmental compliance services from MNS Engineers, Inc for any new projects that require these services during the term of this Agreement including but not limited to Cypress Place 2 and Aspire Apartments; and

V. WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and 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

VI. WHEREAS, in light of the facts set forth above, the City desires to retain Consultant, as a sole source, to provide labor and environmental services on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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) **SUMMARY DESCRIPTION OF SERVICES.** On-call labor and environmental compliance consulting services.

2) **PARTIES.**

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

   b) Consultant, a corporation of the State of California, located at 3850 Vine Street, Suite 110, Riverside, CA 92501.

3) **TERM OF AGREEMENT.**

   a) From October 30, 2024 to December 31, 2025.

b) Time is of the essence in this Agreement.

c) All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4) **AGREEMENT AMOUNT NOT TO EXCEED.** The Agreement is entered into for an amount not to exceed $343,739 with a rate schedule as included in Exhibit B.

5) **AGREEMENT EXHIBITS**.

a) 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.

b) Exhibit A Scope of Services

c) Exhibit B Schedule of Compensation

d) Exhibit C Insurance Requirements: City Insurance Exhibit INS-A

e) Exhibit D Living Wage Policy

6) **DESIGNATED REPRESENTATIVES.**

a) 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:

i)	City	Consultant
ii)	Elsa Brown	Damien Delany
iii)	Development Manager	Housing Practice Lead
iv)	805.385.7404	310.408.5052
v)	elsa.brown@oxnard.org	ddelany@mnsengineers.com

7) **CONTRACTUAL PREREQUISITES.**

a) 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.

b) Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

c) 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.

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

e) Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required by this Agreement.

8) **CONSULTANT'S SERVICES.**

a) 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 this Agreement.

b) The services shall be coordinated with the designated City representative 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 representative in executing the Scope of Services under this Agreement.

9) **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 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to 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 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 items being disputed and the reasons therefore. The City may withhold payment for such disputed items until resolution of the dispute.

a) **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 housingap@oxnard.org

b) **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.

c) 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 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.

d) 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.

11) **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.

12) **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 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.

13) **INDEPENDENT CONTRACTOR.**

a) 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.

b) 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.

14) **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.

15) **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 criminal penalties under the Oxnard City Code and 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.

16) **STANDARD OF PERFORMANCE; WARRANTY.**

a) 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 the City, provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

b) In accordance with the standard of care set forth in this Agreement, the Consultant agrees that it:

i) Has thoroughly reviewed and considered the Services and work to be performed;

ii) Has reviewed the issues regarding the Scope of Services to be provided;

iii) Has carefully considered how the services and related work should be performed; and

iv) Fully understands the facilities, difficulties and restrictions associated with performance of the Services required by this Agreement.

17) **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE**. Except for MNS pre-existing intellectual property, including but not limited to, concepts, data, materials and standard details, City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and 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.

a) **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.

b) **Deliverables.** The 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. The 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.

c) **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.

d) **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.

e) **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" (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.

f) **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 during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

g) **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.

18) **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 this Agreement.

19) **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 in this Agreement. 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.

20) **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.**

a) Except as set forth in this Agreement, and to the fullest extent permitted by law as defined in CA Civil Code 2782.8, , Consultant shall 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") to the extent such Claims 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.

b) 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 this Agreement, 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.

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

d) 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.

21) **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.

22) **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 E" to this Agreement, Consultant will pay and provide the wages and 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.

23) **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.

24) **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 subcontractor's performance pursuant to this Agreement or subcontractor's failure to comply with any of its obligations in connection with this Agreement.

25) **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 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.

26) **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.

27) **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 the 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 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.

28) **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 City.

29) **REPORTS.** Upon request by the City 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.

30) **AUDIT.** City shall have the option of inspecting, auditing 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 three 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 three 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 or City.

31) **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. This section shall survive the termination of this Agreement.

32) **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.

33) **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.

34) **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.

35) **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.

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 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.

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) **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.

44) **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

SIGNATURES ON THE FOLLOWING 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		**Consultant**	
☒John C. Zaragoza, Mayor[1] ☐Jennifer Yates, Purchasing[2] Manager	Date	[3]Peter Minegar, AICP VP/Planning	Date
ATTEST:			
Rose Chaparro, CITY Clerk (Only if Mayor authorizes)	Date	Tanya Bilezikjian, Secretary	Date
APPROVED AS TO FORM			
Stephen M. Fischer, City Attorney (Always required)	Date		

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any agreements 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 AND PROFESSIONAL SERVICE AGREEMENT

(CITY of Oxnard and MNS Engineers, Inc.)

SCOPE OF SERVICES

I. Scope of services will include the following:

1. Labor compliance monitoring services identified in the attached fee proposals and described in Section III below, for the following construction projects: Aspire Apartment Project, Casa de Carmen Residential Project, Cypress Place 1 Project, HOME-Funded Dolores Huerta Gardens Project, Central Terrace, and Cypress Place 2 Project; and
2. On-call labor compliance monitoring services, as needed and described in Section III below, for new construction projects not identified under item 1 above and that begin construction prior to the termination of this Agreement; and
3. On-call environmental compliance services, as needed and described in Section IV below, through the termination of this Agreement for future construction projects.

II. Consultant staff responsible for providing labor and environmental compliance monitoring services:

The people responsible for providing labor compliance services to the City on behalf of Consultant shall be Sandra Lee or Damien Delany. Environmental compliance services will be provided to the City by Consultant staff with expertise in environmental compliance services. Consultant shall provide services as outlined in the proposals below.

III. Consultant's deliverables and method of providing labor compliance monitoring services to the City is identified below by Task:

Task 1. Pre-Construction

Consultant will assist the City with preparing the applicable project award documents that conform with the standards of the Office of Federal Contract Compliance Programs and any other applicable State, local, or HUD guidelines. Consultant will verify that the contractors are state licensed and bonded, maintain applicable workers compensation, and do not appear on the list of parties excluded from federal procurement or non-procurement programs. Consultant will coordinate the pre-construction meeting according to the City's availability.

During the preconstruction meeting, Consultant will highlight any important labor standards requirements and disclose any changes or amendments to the requirements. Consultant will assist the contractors with the pre-construction compliance forms and ensure that the compliance forms reflect satisfactory level of information.

Deliverables: Applicable contract award documents, applicable prevailing wage decision, Section 3 Bid Evaluation, Section 3 Commitment and Economic Opportunity Plan, and Welcome Package.

Task 2. Construction

Certified Payroll Reporting – Consultant will collect and review weekly payrolls from each contractor on the project, this will include all lower tier subcontractors. Consultant will ensure that payrolls have been properly completed and reflect correct information such as trade and classification and group and period number, appropriate wage rates, fringes, and deductions. To reconcile craft hours, Consultant may also collect and review payroll supporting documents such as inspector logs, daily job logs, timesheets, and sign-in sheets.

Consultant will ensure that all contractors are employing and working apprentices in ratios that conform to the apprenticeship regulations. For each apprentice reported on payroll, documentation will be obtained to

prove apprentices and trainees are registered with an approved apprenticeship program and hold current status throughout the construction phase of the project.

Weekly Payroll Log – Consultant will update this log to track the trades, wages, weekly labor hours, and Section 3 Worker and Targeted labor hours. This log will serve as a tool to track payroll information and status of the applicable contractor's status of the Section 3 contractual goals.

Section 3 Worker and Targeted Worker Certifications – Consultant will collect and verify certifications for each craftworker listed on the applicable contractor payrolls. Consultant will verify if each craftworker is qualified to be counted towards the project-wide and Contractor-specific goals.

Site Visits – Consultant will conduct verifications of contractors working onsite. We will keep a log of verifications to confirm that all contractors are submitting labor compliance documents and payrolls. Consultant will also conduct weekly onsite craftworker interviews to ensure that craftworkers feel that they are being paid the appropriate wage rate and fringes for their trade and classification. Consultant will conduct follow-up interviews with the same craftworkers to confirm that the wages/fringes being paid are no less than the applicable wage determination. Consultant will also verify that the required federal and state employee posters and DBA wage rates are posted onsite.

Status Report – Consultant will provide a monthly Labor Compliance Status Report that will outline each contractor's compliance status with the project. Report will contain detailed description of contractors' delinquencies, discrepancies (suspected violation), clearance of issues and recommendation for payment withhold for outstanding discrepancies or delinquencies. Payment withhold will be recommended when a contractor fails to respond and submit documents in a timely manner.

Additional Reports – Consultant will prepare the Semi-Annual and Annual HUD reports on behalf of the City.

Progress Meetings – Consultant will participate in progress meetings to provide status report of overall project compliance status and contractor-specific compliance status.

Project Compliance Files – All written documentation provided by Consultant for the purpose of labor compliance and Section 3 reporting to the City will be concise and organized in a manner that will be easily understood. All files related to the assigned project will be organized and ready to submit at the request from the City.

Deliverables: Project Compliance Files – originals and electronic copies, Weekly Payroll Log, Section 3 Reporting and Certifications, Onsite Employee Interviews, Craftworker Interview forms, and Labor Compliance Status Reports.

Task 3. Post-Construction

Once the construction has been completed, Consultant will work with contractors to properly close out their labor compliance and Section 3 requirements with the Project. If any issues arise during the time of compliance close-out, Consultant will notify the City. Consultant will work with contractors to remedy issues and assist contractors to submit their final compliance documents in a timely manner.

Consultant will advise the City when the labor compliance requirements have been satisfied and work with City in support of retention payment to the contractor.

Once the labor compliance files are complete, Consultant will prepare HUD Audit Files that will contain the necessary compliance documents to satisfy the HUD's project compliance files guidelines. If it is requested by the City, Consultant will present the labor compliance files during the audit and walk the auditor through the entire project files and answer any questions. If the auditor requests any additional documentation, Consultant will gather the information and submit it to the auditor for final file review approval. Once final approval is received, MNS will deliver the entire labor compliance files to the City by the desired method of delivery.

Consultant will provide labor compliance and Section 3 monitoring in a manner that minimizes the demands placed on the City staff.

Deliverables: Project Labor Compliance Files, Section 3 Final Reports, HUD Audit Files, Semi-Annual Labor Standards

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Aspire Apartment Project

FEE PROPOSAL

Engineer's Estimate: $38,220,000.00 with HOME-ARP and HCD AHSC funds
Estimated Construction Term: 20 months
Estimated Consultant Services Term: 24 months

Position: Labor Compliance Officer (monitoring Local, Federal, and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 837 Hours
Cost Proposal Amount: $99,345.00

Estimated Work Hours

Pre-Bid Phase

Task Description	Hours
Assist in preparation for the Notice of Inviting Bids and Bid Package/Specifications to ensure compliance forms and language are provided • HUD BABA Rules and proof of purchase documentation process • Preparation of HUD BABA Waiver Request • Federal DBA prevailing wage decision and DIR prevailing wage determination • Section 3 Rules, Goals, and Outreach Efforts • Federal compliance bid forms • HUD 4010 Provisions • Equal Employment Opportunity Certification	10
Pre-Bid Meeting Responsibilities: • Prepare compliance presentation and if requested by City, meeting agenda • Present compliance presentation at meeting	5
Bid Opening Responsibilities: • Review of accepted bids • Prepare Bidders Compliance Analysis Report • Conduct and filing of contractor verifications	5
Total	**20**

Pre-Construction Phase

Task Description	Hours
Prepare and submit OFCCP Contract Award Notice	3
Prepare Contract Package to be HCD and HUD-approved	1
Prepare and distribute compliance information packet to contractors	2
Participate in pre-construction meeting and present compliance forms and requirements	3
Assist contractors with pre-construction compliance documents and review	20
Total	**29**

Pre-Construction Documents

• Applicable Local, Federal, and State compliance forms	• Apprenticeship Hiring Ratio – journeyman/apprentice ratio
• Authorization/Designation of Payroll Officer	• Section 3 Commitment and Hiring Plan
• DAS 140 & 142 forms	• Onsite Employee Posters and DBA prevailing wages
• Fringe Benefit Statement	• Onsite Project Announcement

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Verification of Section 3 Worker certifications/status. (4 hours per week for 91 weeks)	364
Work with contractors to correct discrepancies and prepare findings report to City	60
Update of labor and worker hours log (3 hours per week for up to 91 weeks) at Coordinator Rate	273
Conduct 18 onsite employee interviews (3 hours per site visit)	54
Total	**751**

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of compliance close-out	10

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Aspire Apartment Project

Prepare compliance close-out (finalize contractors' compliance, BABA files, and labor hours/wage reporting and Section 3 Compliance Reports) and file delivery	20
Participate in Close-out Meeting/File Review	2
Assist with preparation of HUD Semi-Annual and Annual reports	5
Total	**37**

MNS Engineers offers the services described in our proposal for the rates stated below. MNS confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies.

Rate Schedule – rates will be locked in for the duration of this project

Name/Title	Hourly Rate
Labor Compliance Officer	$135
Compliance Coordinator	$85

Project Information: Other funding sources are pending. The City of Oxnard (City) will inform MNS of the remainder of the funding sources information when available. If the other funding sources trigger additional compliance requirements, MNS will inform the City and may request funding for additional reporting responsibilities.

The City's sub-recipient is called Many Mansions. MNS to provide assistance with bid package preparation and HUD BABA documentation and/or waiver requests to Mini Mansions when requested.

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Casa de Carmen Residential Project

FEE PROPOSAL

Estimated Construction Term: 12 months
Estimated Consultant Services Term: up to 15 months

Position: Labor Compliance Officer (monitoring Local, Federal, and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 329 Hours
Not-to-Exceed Proposal Amount: $39,115.00

Estimated Work Hours

Pre-Construction Phase

Task Description	Hours
Prepare and file contract award documents	2
Prepare Contract Package to be HUD-approved	1
Prepare and distribute compliance information packet to contractors	2
Participate in pre-construction meeting and present compliance forms and requirements	3
Assist contractors with pre-construction compliance documents and review	5
Total	**13**

Pre-Construction Documents

• Applicable Local, Federal, and State compliance forms	• Apprenticeship Hiring Ratio – journeyman/apprentice ratio
• Authorization/Designation of Payroll Officer	• Section 3 Commitment and Hiring Plan
• DAS 140 & 142 forms	• Onsite Employee Posters and DBA prevailing wages
• Fringe Benefit Statement	• Onsite Project Announcement

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Verification of Section 3 Worker certifications/status. (2 hours per week for 53 weeks)	106
Work with contractors to correct discrepancies and prepare findings report to City	40
Update of labor and worker hours log (2 hours per week for 53 weeks) at Coordinator Rate	106
Conduct 15 onsite employee interviews (3 hours per site visit)	45
Total	**297**

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of compliance close-out	5
Prepare compliance close-out (finalize contractors' compliance and labor hours/wage reporting and Section 3 Compliance Reports) and file delivery	10
Participate in Close-out Meeting/File Review	2
Assist with preparation of HUD Semi-Annual and Annual reports	2
Total	**19**

MNS Engineers offers the services described in our proposal for the rates stated below. MNS confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies.

Rate Schedule – rates will be locked in for the duration of this project

Name/Title	Hourly Rate
Labor Compliance Officer	$135
Compliance Coordinator	$85

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Cypress Place 1 Project

FEE PROPOSAL

Funding Sources: $3.1M – Mix of $1.6M HOME and $1.5M CDBG Funds
Remainder of Construction Term: 13 months
Estimated Consultant Services Term: 15 months

Position: Labor Compliance Officer (monitoring Local, Federal, and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 352 Hours
Not-to-Exceed Proposal Amount: $41,720.00

Estimated Work Hours

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Verification of Section 3 Worker certifications/status. (2 hours per week for up to 58 weeks)	116
Work with contractors to correct discrepancies and prepare findings report to City	50
Update of labor and worker hours log (2 hours per week for up to 58 weeks) at Coordinator Rate	116
Conduct 10 onsite employee interviews (3 hours per site visit)	30
Total	**312**

Post-Construction Phase

Description	Hours
Remedy discrepancies in support of compliance close-out	15
Prepare compliance close-out (finalize contractors' compliance and labor hours/wage reporting and Section 3 Compliance Reports) and file delivery	10
Participate in Close-out Meeting/File Review	5
Prepare additional compliance reports to City	10
Total	**40**

MNS Engineers offers the services described in our proposal for the rates stated below. MNS confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies.

Rate Schedule – rates will be locked in for the duration of this project

Name/Title	Hourly Rate
Labor Compliance Officer	$135
Compliance Coordinator	$85

MNS Engineers understands that the City is requesting Labor Compliance and Section 3 monitoring services for the remainder of Cypress Place Project. Construction work is anticipated to complete by November 2025.

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
HOME-funded Dolores Huerta Gardens Project

FEE PROPOSAL

Funding Sources: $1.8M HOME Funds and Project-Based Vouchers
Remainder of Construction Term: 5 months
Estimated Consultant Services Term: 7 months

Position: Labor Compliance Officer (monitoring Local and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 213 Hours
Cost Proposal Amount: $26,455.00

Estimated Work Hours

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Verification of Section 3 Worker certifications/status. (2 hours per week for 23 weeks)	46
Work with contractors to correct discrepancies and prepare findings report to City	52
Update of labor and worker hours log (2 hours per week for 23 weeks) at Coordinator Rate	46
Conduct 8 onsite employee interviews (3 hours per site visit)	24
Total	**168**

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of compliance close-out	20
Prepare compliance close-out (finalize contractors' compliance and labor hours/wage reporting and Section 3 Compliance Reports) and file delivery	10
Participate in Close-out Meeting/File Review	5
Prepare additional compliance reports to City	10
Total	**45**

MNS Engineers offers the services described in our proposal for the rates stated below. MNS confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies.

Rate Schedule – rates will be locked in for the duration of this project

Name/Title	Hourly Rate
Labor Compliance Officer	$135
Compliance Coordinator	$85

MNS Engineers understands that the City is requesting Labor Compliance and Section 3 monitoring services for the remainder of Dolores Huerta Gardens Project. Construction work is anticipated to complete by March 2025.

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Central Terrace Project

FEE PROPOSAL

Remainder of Construction Term: 1.5 months
Estimated Consultant Services Term: 3 months

Position: Section 3 Analyst
Total Estimated Work Hours: 68 Hours
Cost Proposal Amount: $9,180.00

Estimated Work Hours

Construction Phase

Task Description	Hours
Collect Section 3 Business and Worker certifications from Developer Consultant (double-check verification). Update of Section 3 Worker hours log (2 hours per week for 6 weeks)	12
Review of existing Project Section 3 files and ensure files are up to date thru current	6
Total	**18**

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of final Section 3 Compliance Report (Prime and 28 Subs)	30
Finalize Section 3 Compliance reporting and coordinate file delivery	10
Participate in Close-out Meeting/File Review	5
Prepare additional compliance reports to City	5
Total	**45**

MNS Engineers offers the services described in our proposal for the rates stated below. MNS confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies.

Rate Schedule – rates will be locked in for the duration of this project

Name/Title	Hourly Rate
Section 3 Analyst	$135

MNS Engineers understands that the City is requesting Section 3 monitoring services for the remainder of the Central Terrace Project. Construction work is anticipated to be completed in about 1.5 months.

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Cypress Place 2 Project

FEE PROPOSAL

Engineer's Estimate: Pending - $1.2M HOME-ARP Funds and various local and State funds
Engineer's Estimate: $22,348,462.00
Estimated Construction Term: 18 months
Estimated Consultant Services Term: 23 months

Position: Labor Compliance Officer (monitoring Local, Federal, and State Labor Compliance and Section 3 requirements)
Total Estimated Work Hours: 586 Hours
Not-to-Exceed Proposal Amount: $68,710.00

Estimated Work Hours

Pre-Bid Phase

Task Description	Hours
Assist in preparation for the Notice of Inviting Bids and Bid Package/Specifications to ensure compliance forms and language are provided • HUD BABA Rules and proof of purchase documentation process • Federal DBA prevailing wage decision and DIR prevailing wage determination • Section 3 Rules, Goals, and Outreach Efforts • Federal compliance bid forms • HUD 4010 Provisions • Equal Employment Opportunity Certification	8
Pre-Bid Meeting Responsibilities: • Prepare compliance presentation and if requested by City, meeting agenda • Present compliance presentation at meeting	5
Bid Opening Responsibilities: • Review of accepted bids • Prepare Bidders Compliance Analysis Report • Conduct and filing of contractor verifications	5
Total	**18**

Pre-Construction Phase

Task Description	Hours
Prepare and submit OFCCP Contract Award Notice	3
Prepare Contract Package to be HUD-approved	1
Prepare and distribute compliance information packet to contractors	2
Participate in pre-construction meeting and present compliance forms and requirements	3
Assist contractors with pre-construction compliance documents and review	10
Total	**19**

Pre-Construction Documents

• Applicable Local, Federal, and State compliance forms	• Apprenticeship Hiring Ratio – journeyman/apprentice ratio
• Authorization/Designation of Payroll Officer	• Section 3 Commitment and Hiring Plan
• DAS 140 & 142 forms	• Onsite Employee Posters and DBA prevailing wages
• Fringe Benefit Statement	• Onsite Project Announcement

Construction Phase

Task Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Prepare Status Report to the City according to City's preference. Verification of Section 3 Worker certifications/status. (2 hours per week for 104 weeks)	208
Work with contractors to correct discrepancies and prepare findings report to City	60
Update of labor and worker hours log (2 hours per week for 104 weeks) at Coordinator Rate	208
Conduct 18 onsite employee interviews (3 hours per site visit)	54
Total	**530**

Post-Construction Phase

Task Description	Hours
Remedy discrepancies in support of compliance close-out	5

PROPOSAL FOR LABOR COMPLIANCE SERVICES
City of Oxnard
Cypress Place 2 Project

Prepare compliance close-out (finalize contractors' compliance and labor hours/wage reporting and Section 3 Compliance Reports) and file delivery	10
Participate in Close-out Meeting/File Review	2
Assist with preparation of HUD Semi-Annual and Annual reports	2
Total	**19**

MNS Engineers offers the services described in our proposal for the rates stated below. MNS confirms that the rates include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies.

Rate Schedule – rates will be locked in for the duration of this project

Name/Title	Hourly Rate
Labor Compliance Officer	$135
Compliance Coordinator	$85

IV. On-call environmental compliance services provided by Consultant to City, as needed through the termination of this Agreement, will include the following:

Consultant shall provide on-call NEPA documentation compliance services in accordance with HUD NEPA regulations at Title 24, Part 58 of the Code of Federal Regulations (24 CFR Part 58), as well as the technical studies/reports required to address HUD standards (such as technical studies related to air quality, noise abatement, cultural resources and NHPA Section 106 compliance, and Floodplain Management 8-Step Process reports). As needed, Consultant shall prepare multiple CEQA and NEPA documents for HUD-assisted affordable housing projects for the City to identify and address issues early in the process, conduct technically adequate and complete environmental analysis, create reader friendly environmental documents, and openly communicate with the City to ensure needs and expectations are met throughout the process. Consultant's work plan for completing NEPA documentation for a HUD-assisted project is described below.

In general, for projects funded, in part or in whole, by HUD-programs and do not fall into the categories of projects categorically excluded or exempt from NEPA evaluation per 24 CFR 58.34 and 24 CFR 58.35, Consultant shall prepare an Environmental Assessment (EA), the content of which would be consistent with HUD's recommended format for conducting EAs pursuant to 24 CFR 58. The analysis shall include all required determinations and compliance documentation for the laws and authorities at 24 CFR 58.6 and 58.5, as well as an analysis of additional factors, including the project's impacts on land development, socioeconomic factors, community facilities and services, and natural features. The following are the primary sections of the EA: Purpose and Need, Project Description, Existing Conditions and Trends, Statutory Checklist, Environmental Assessment Checklist, and Alternatives to the Proposed Action. An EA shall also include several HUD-required summary sections, including mitigation measures, additional studies performed, and list of sources, agencies, and persons consulted. Consultant has in-house experts that will prepare required technical studies and assist with required consultations to support the NEPA EA, including air quality specialists, noise specialists, and cultural resources specialists.

Upon preparation of the finalized public draft EA, Consultant shall prepare a combined Notice of Finding of No Significant Impact and Notice of intent to Request a Release of Funds (FONSI and NOI/RROF) and shall assist the City with the publication and public review process. Following the public review period, Consultant shall assist the City with preparation of the Request Release of Funds and 7015.15 Certification Form required to be submitted to HUD along with the Environmental Review Record (ERR) for their review and approval. Consultant will also enter environmental data into City's HUD Environmental Review Online System (HEROS) on behalf of the City, at the City's request.

CITY PROJECT MANAGER FOR THIS AGREEMENT:

Elsa Brown / 805.385.7404 / elsa.brown@oxnard.org

Safety

All work conducted by the Consultant and its representative shall conform to current applicable California Occupational Safety and Health Administration (CAL-OSHA) laws and regulations. Consultant shall maintain safety certifications and provide City with copies of training records.

Consultant must provide staff that has current confined space and hazardous materials training. Consultant must provide and Personal Protective Equipment (PPE) to staff as needed for working conditions.

Consultant must strive to maintain good public relations at all times. The work must be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, foreman or supervisor.

Accident Reporting

Consultant shall immediately notify the City of any accident, regardless of whether or not injury or damage is evident, involving the Consultant's staff, vehicles, or equipment while on the work site. Consultant shall take photo documentation of damage and immediately report to appropriate City contact. Consultant shall document any damage that exists before the onset of work. The Consultant shall take photographs of existing damage and report to appropriate City contact prior to commencing any work. Any damage caused as a result of the Consultant's actions shall be the sole responsibility of the Consultant to repair or pay in full for damages.

Invoicing and Billing

Invoicing for services rendered is required for proper payment. The work must be identified on the invoice.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICE AGREEMENT

(CITY of Oxnard and MNS Engineers, Inc.)

SCHEDULE OF COMPENSATION AND COMMISSIONS FOR TRANSACTIONS

For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of $343,739.

Consultant shall provide labor compliance services at the rates listed below:

Job Classification	Wage Hourly Rate
Labor Compliance Officer	$ 135.00
Compliance Coordinator	$ 85.00

Please be informed that the estimated labor compliance work hours are based on the available details provided by the City on September 9, 2024. The estimated work hours may be updated if the project scope of work changes and/or if more monitoring tasks are required.

MNS confirms that the hourly rates for our Labor Compliance services are flat rates locked in for the duration of each the project that is listed in this Fee Proposal.

Consultant shall provide environmental compliance services at the rates listed below:

Job Classification	Wage Hourly Rate
Principal	$290 - $325
Senior Project Manager	$235 - $260
Project Manager	$185 - $225
Principal Planner/Scientist	$195 - $205
Senior Planner/Scientist	$160 - $180
Associate Planner/Scientist	$135 - $150
Assistant Planner/Scientist	$95 - $130
Planning Technician	$80 - $90
GIS Manager	$150 - $175
GIS Technician	$100 - $135
Administrative Support	$75 - $100

Direct Expenses (Environmental Compliance):

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

Overtime (Environmental Compliance): Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rates. If overtime was ever required, we would discuss that with the City prior to authorizing overtime for staff.

Standard fee rates provided for each environmental compliance classification are locked in through December 31, 2025.

MNS will submit invoices on a monthly basis for labor and environmental compliance services. Invoices will be submitted by the tenth (10th) of the month and include a breakdown of employee position, name, rate, and hours worked. A detailed summary of the tasks performed (monitoring activities) will be attached as supporting documentation for the work hours reported on the invoice.

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

(CITY of Oxnard and MNS Engineers, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, 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 include 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 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 licensed 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 without 30 days’ prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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, subject to current insurance industry standards.

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 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				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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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: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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 _____

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EXHIBIT D

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

(CITY of Oxnard and MNS Engineers, 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 and Professional Services contracts that may be governed by the Living Wage Policy.

1) 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.

2) 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.

3) 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.

4) 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.

1) 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.

2) 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.

3) 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 CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32500182 with Security Paving Company, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total amount of $80,349,567.20 in Project funds for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47; and
2. The Mayor to Execute an Agreement with Security Paving Company, Inc. in the amount of $76,523,397.20 and a Project contingency amount of $3,826,170 (5%) with Security Paving Company, Inc. for a total not to exceed value of $80,349,567.20 for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8-rbV6a8F5g

BACKGROUND

The Rice Avenue/Fifth Street/State Route 34 Grade Separation (Project) will construct a new six-lane bridge on Rice Avenue in order to grade-separate the Fifth Street/State Route 34 intersection and railroad crossing. The new facility will be aligned approximately 250 feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The Project will include a connector road, two new traffic signals, traffic signal improvements at Sturgis Road, Class II on-street bicycle lanes, sidewalks, and ADA improvements. The California Public Utilities Commission (CPUC) lists this Project on the Grade Separation Priority List as it will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing. The Project will also relieve congestion, reduce emissions, and facilitate commerce by improving access to the Port of Hueneme.

Since the Project began, the City received grant awards totaling over $135M. The most significant funding is from the State Senate Bill 1 Trade Corridor Enhancement Program (TCEP). Assemblymember Jacqui Irwin advocated on behalf of the City for TCEP, which provided over $94.6M for design, right-of-way acquisition, and construction. The Ventura County Transportation Commission (VCTC) also applied for a $15M grant from the California State Transportation Agency's Port and Freight Infrastructure/High-Priority Grade Crossing Improvement and Separation program, and $5M was awarded from CPUC Section 190 Grade Separation Program funding. These state grant funding sources will be used for the construction contract and construction management/design support contracts.

The Project award will include furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete the Project. All work shall be done in accordance with the 2023 State of California Department of Transportation (Caltrans) Standards.

Capital Improvement Program (CIP) Reference:

Project No. **C1301** – Rice Avenue & Fifth Street Railroad Grade Separation PW 18-47 -
CIP 2025-2029 - Adopted June 4, 2024 – Page 119.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on June 6, 2024, and all bids were due August 26, 2024. The City received the following bids:

SECURITY PAVING COMPANY, INC. $76,523,397.20
C.A. RASMUSSEN, INC: $79,317,304.30
STACY AND WITBECK, INC.: $93,117,939.00

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

In addition to the project award amount of $76,523,397.20, staff recommends authorizing $3,826,170 for project contingency (5% of the contract costs). In this case, the contingency request is less than the City's typical 10% due to the magnitude of the contract. Caltrans typically awards contracts with a 3% contingency, however, the City is being conservative by recommending 5%. Construction management services and design support services are recommended for award through separate staff reports and agenda items at the October 29, 2024 Council Meeting.

The total estimated cost of the construction of the Project is $80,349,567.20. Engineering design support services and construction management costs are presented separately for the City Council's consideration.

The work is tentatively scheduled to begin in November 2024 and continue to June 2028. This includes 100 days for material submittals, which occur prior to on-site work, and 780 construction working days. Contract time is absent any delays due to supply chain issues, unforeseen site conditions, or weather. The construction management team will work closely with the adjacent businesses including Northgate Business Park, Seagate Business Park, McInnes Ranch, and others to keep them informed of the project schedule and traffic pattern changes. General project information including lane closures and detours will be disseminated through various methods including a dedicated webpage and social media to help keep the public informed. Additionally, the Project will have 24-hour streaming video of the construction progress.

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 construction of the Project is $80,349,567.20 which includes the construction agreement and contingency. The Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47 has an available capital outlay (Fund 301) project budget of approximately $98.7M from the State Grant Fund (210) to fund this agreement.

For Finance Use Only: Capital Outlay Fund (Org. 3013102 Obj. 49300 / 53270, 53200 & 56050); State / Local Grant Fund (Org. 2101001 Obj. 59800) Project C1301

COMMITTEE OUTCOME

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

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Agreement 32500182
2. Presentation

CONSTRUCTION CONTRACT FOR RICE AVENUE/FIFTH STREET/STATE ROUTE 34 GRADE SEPARATION SPECIFICATION NO. PW 18-47 BY AND BETWEEN THE CITY OF OXNARD AND SECURITY PAVING COMPANY, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SECURITY PAVING COMPANY, INC. ("Contractor"). Contractor's license number is 116307. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the Rice Avenue/Fifth Street/State Route 34 Grade Separation as more fully described in the bid package issued by the City for Specification No. PW 18-47 (the "Project"); and

WHEREAS, on June 06, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized Corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Governing ranking of Contract parts in descending order is:
   - 1.1. Contract and its attached Exhibits, subject to the limitations in Sections 10 and 24 with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
   - 1.2. Permits
   - 1.3. Change Orders
   - 1.4. Special provisions
   - 1.5. Project plans
   - 1.6. Standard specifications
   - 1.7. Revised standard plans
   - 1.8. Standard plans
   - 1.9. Supplemental project information
   - 1.10. Bid Addenda issued by the City;
   - 1.11. Notice Inviting Bids and Instructions to Bidders;
2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section
6. Bid Forms
7. Performance Bond
8. Payment Bond

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable

drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Seventy-Six Million Five Hundred Twenty-Three Thousand Three Hundred Ninety-Seven Dollars and Twenty Cents, ($76,523,397.20) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of seven hundred eighty (780) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, 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 in connection with the Work. Each payroll record must 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; and

   b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate 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 Contractor.
2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the 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 this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a

current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of sixteen thousand dollars ($16,000.00) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-R attached as Exhibit B to this Contract.

15. STATE GRANT CONTRACT PROVISIONS.

Contractor acknowledges that the Project is being funded in part with Trade Corridor Enhancement Program (TCEP); Port and Freight Infrastructure Program (PFIP); and Railroad Grade Separation Fund (Section 190), pursuant to certain Agreements between the City and State of California, acting through Caltrans, as amended if required (herein referenced as Master Agreement). Agreement was included in Section D of the Bid Package for the Project and is attached to this Contract as "**Exhibit D**" and incorporated by reference as if fully set forth herein. The TECP, PFIP and Section 190 Agreements will be awarded during the project and will be incorporated into this agreement upon receipt from the State of California with copies to be provided to Contractor by the City. Contractor and its subcontractors herein agree to comply with all applicable State laws prohibiting discrimination, including without limitation, the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.) and the regulations promulgated thereunder (2 California Code of Regulations § 11000 et seq.).

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or

the Porter Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its 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 Project Manager and the State Agency or Department referenced in Section 15 of this Contract shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Security Paving Company, Inc.
3075 Townsgate Road, Suite# 200
Westlake Village, CA 91361

B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted,

then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

_____ _____
☐ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen Fischer
City Attorney Date

SECURITY PAVING COMPANY, INC

_____ _____
Joseph Ferndino, VP Date

_____ _____
David Corsello, CFO/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.

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.

EXHIBITS

Exhibit A: Contractors Bid Proposal

Exhibit B: Form INS-R: Insurance Requirements

Exhibit C: Iran Contracting Act Certification Form completed by Contractor

Exhibit D: State Grant Program Agreement(s)

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
Contractors Bid Proposal

BID SCHEDULE
RICE AVENUE/FIFTH STREET/STATE ROUTE 34 GRADE SEPARATION
SPECIFICATION NO. PW 18-47

Bidder's Name: Security Paving Company, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, Caltrans Standard Specifications as modified by the Project General and Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Caltrans Standard Specifications as modified by the Project General and Special Provisions, Bid Item Descriptions, and Contract documents to the satisfaction and under the direction of the City Engineer at the following prices:

Bid Schedule Instructions

The bid items below set forth the construction specifications that apply from the State of California Department of Transportation Standard Specifications (SSS) as modified by the General and Special Provisions. The first 2 digits of a bid item code correspond to the specification section number with the same 2 digits in the SSS. This rule applies except for bid item code 999990 that corresponds to section 9.

Bid item codes that include the letter "A" correspond with Non Standard Special Provisions. Bid item codes that include the letter "F" are a Final Pay Item for payment purposes only. For a final pay item, accept payment based upon the Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer in accordance with Section 9-1.02C of the SSS.

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	050109	PARTNERING	LS	1	30,000 00	30,000 00
2	051020A	PERMIT FEES AND ANNUAL PERMIT RENEW FEES	LS	1	75,000 00	75,000 00
3	070030	LEAD COMPLIANCE PLAN	LS	1	14,000 00	14,000 00
4	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	20,000 00 ~~4,000~~ JF	20,000 00 ~~4,000~~ JF
5	090100	TIME-RELATED OVERHEAD (WDAY)	WDAY	780	4,750 00	3,705,000 00
6	100100	DEVELOP WATER SUPPLY	LS	1	428,800 ~	428,800 ~
7	120090	CONSTRUCTION AREA SIGNS	LS	1	151,000 00	151,000 00
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	744,000 00	744,000 00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
9	120103	STATIONARY IMPACT ATTENUATOR VEHICLE	DAY	110	1,040.00	114,400.00
10	120110	FLASHING ARROW SIGN	EA	7	5,000.00	35,000.00
11	120120	TYPE III BARRICADE	EA	85	125.00	10,625.00
12	120165	CHANNELIZER (SURFACE MOUNTED)	EA	550	55.00	30,250.00
13	120198	PLASTIC TRAFFIC DRUMS	EA	39	100.00	3,900.00
14	120204	PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEM DAY	EA	780	75.00	58,500.00
15	124000	TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1	6,400.00	6,400.00
16	129000	TEMPORARY RAILING (TYPE K)	LF	11,000	21.85	240,350.-
17	129100	TEMPORARY CRASH CUSHION MODULE	EA	170	275.00	46,750.00
18	129152	TEMPORARY RADAR SPEED FEEDBACK SIGN SYSTEM	EA	4	4,000.00	16,000.00
19	130100	JOB SITE MANAGEMENT	LS	1	137,800.-	137,800.-
20	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	4,500.-	4,500.-
21	130310	RAIN EVENT ACTION PLAN	EA	48	500.-	24,000.-
22	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	24	500.-	12,000.-
23	130330	STORM WATER ANNUAL REPORT	EA	4	2000.-	8,000.-
24	130403A	GROUNDWATER TREATMENT AND DISCHARGE	LS	1	100,000.00	100,000.00
25	130500	TEMPORARY EROSION CONTROL BLANKET	SQYD	15,900	4.00	63,600.00
26	130610	TEMPORARY CHECK DAM	LF	1,790	20.00	35,800.00
27	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	39	425.00	16,575.00
28	130640	TEMPORARY FIBER ROLL	LF	33,400	5.50	183,700.-
29	130680	TEMPORARY SILT FENCE	LF	19,400	5.50	106,700.-
30	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	5	6,000.00	30,000.00
31	130730	STREET SWEEPING	LS	1	152,600.00	152,600.00
32	130900	TEMPORARY CONCRETE WASHOUT	LS	1	121,700.00	121,700.00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
33	131103	WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	5	500 -	2,500 -
34	131104	WATER QUALITY MONITORING REPORT	EA	4	1,500 -	6,000 -
35	141101	REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	420	5 ⁰⁰	2,100 -
36	141120	TREATED WOOD WASTE	LB	1,700	2 ²⁵	3,825 ⁰⁰
37	141130A	EXCAVATION, TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS	CY	2,270	234 ⁰⁰	531,180 ⁰⁰
38	141140A	MANAGEMENT AND SAMPLING OF HAZARDOUS MATERIALS AND CONTAMINATED LIQUIDS	LS	1	26,500 ⁰⁰	26,500 ⁰⁰
39	141150A	DEWATERING	LS	1	89,000 ⁰⁰	89,000 ⁰⁰
40	160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	370	15 ⁰⁰	5,550 ⁰⁰
41	170103	CLEARING AND GRUBBING (LS)	LS	1	162,000 -	162,000 -
42	190101	ROADWAY EXCAVATION	CY	182,000	12 ⁶⁰	2,293,200 ⁰⁰
43	F192003	STRUCTURE EXCAVATION (BRIDGE)	CY	4,433	96 ⁰⁰	425,568 ⁰⁰
44	F192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	573	30 ⁰⁰	17,190 ⁰⁰
45	F193003	STRUCTURE BACKFILL (BRIDGE)	CY	3,108.0	81 ⁴⁰	252,951 ²⁰
46	F193006	STRUCTURE BACKFILL (SLURRY CEMENT)	CY	11	300 ⁰⁰	3,300 ⁰⁰
47	194001	DITCH EXCAVATION	CY	700	65 ⁴⁰	45,780 ⁰⁰
48	198010	IMPORTED BORROW (CY)	CY	384,000	23 ⁹⁰	JF 9,177,600 ⁰⁰
49	200113	ROCK MULCH	SQFT	206,000	3 ⁰⁰	618,000 ⁰⁰
50	200114	ROCK BLANKET	SQFT	12,700	24 ⁴⁰	309,880 ⁰⁰
51	202004	IRON SULFATE (LB)	LB	8,740	1 ⁶⁰	13,984 ⁰⁰
52	202006	SOIL AMENDMENT	CY	1,310	63 ⁶⁰	83,316 ⁰⁰
53	202038	PACKET FERTILIZER	EA	45,000	1 ⁸⁰	81,000 ⁰⁰
54	202039	SLOW-RELEASE FERTILIZER	LB	8,740	1 ⁶⁰	13,984 ⁰⁰
55	204011	PLANT (GROUP K)	EA	77	387 ⁰⁰	29,799 ⁰⁰

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
56	204035	PLANT (GROUP A)	EA	13,300	11 40	151,620 00
57	204036	PLANT (GROUP B)	EA	28,200	25 70	724,740 00
58	204099	PLANT ESTABLISHMENT WORK	LS	1	31,800 00	31,800 00
59	205034	DECOMPOSED GRANITE	SQFT	196,000	3 00	588,000 00
60	205035	WOOD MULCH	CY	4,100	63 60	260,760 00
61	206005	EDGING	LF	9,800	18 00	176,400 00
62	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	1	28,620 00	28,620 00
63	206562	1" REMOTE CONTROL VALVE	EA	10	742 00	7,420 00
64	206564	1 1/2" REMOTE CONTROL VALVE	EA	35	805 00	28,175 00
65	206636	3" WYE STRAINER ASSEMBLY	EA	2	2,650 00	5,300 00
66	206760	16-18 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	1	13,780 00	13,780 00
67	206762	30-42 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	1	16,960 00	16,960 00
68	208428	3" BACKFLOW PREVENTER ASSEMBLY	EA	2	16,430 00	32,860 00
69	208442	FLOW SENSOR	EA	2	1,272 00	2,544 00
70	208445	TREE WELL SPRINKLER ASSEMBLY	EA	220	29 70	6,534 00
71	208446	RISER SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	110	53 00	5,830 00
72	208447	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	210	127 00	26,670 00
73	208448	RISER SPRINKLER ASSEMBLY	EA	18	48 00	864 00
74	208449	POP-UP SPRINKLER ASSEMBLY	EA	380	117 00	44,460 00
75	208588	3" GATE VALVE	EA	6	1,220 00	7,320 00
76	F208594	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	7,700	5 30	40,810 00
77	F208595	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	5,231	5 30	27,724 30
78	F208596	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	4,771	5 30	25,286 30
79	F208597	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,636	6 35	10,388 60
80	F208598	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2,055	7 40	15,207 00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
81	F208607	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	6,470	15 00	97,050 00
82	208640	PRESSURE REGULATING VALVE	EA	2	3,710 00	7,420 00
83	208683	BALL VALVE	EA	14	1,300 00	18,200 00
84	208756	6" CORRUGATED STEEL PIPE CONDUIT (.064" THICK)	LF	400	80 00	32,000 00
85	260203	CLASS 2 AGGREGATE BASE (CY)	CY	770	91 40	70,378 00
86	260303	CLASS 3 AGGREGATE BASE (CY)	CY	32,900	75 70	2,490,530 00
87	280000	LEAN CONCRETE BASE	CY	16,500	301 80	4,979,700 00
88	390132	HOT MIX ASPHALT (TYPE A)	TON	25,400	138 30	3,512,820 00
89	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	7,850	176 40	1,384,740 00
90	393004	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SQYD	1,200	8 00	9,600 00
91	397005	TACK COAT	TON	61	900 00	54,900 00
92	398001	REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	387,000	0 70	270,900 00
93	398100	REMOVE ASPHALT CONCRETE DIKE	LF	190	10 00	1,900 00
94	418005	REMOVE CONCRETE PAVEMENT (SQYD)	SQYD	8,440	29 40	248,136 00
95	F477020	MECHANICALLY STABILIZED EMBANKMENT	SQFT	6,300	87 00	548,100 00
96	F490559A	FURNISH 30" STEEL PIPE PILING	LF	6,944	208 00	1,444,352 00
97	F490560A	DRIVE 30" STEEL PIPE PILE	EA	96	6,165 00	591,840 00
98	490609	60" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	48	1,470 00	70,560 00
99	495109	FURNISH 20" CAST-IN-STEEL SHELL CONCRETE PILING	LF	5,410	141 00	762,810 00
100	495110	DRIVE 20" CAST-IN-STEEL SHELL CONCRETE PILE	EA	96	8935 00	857,760 00
101	F510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	1,399	562 00	786,238 00
102	F510053	STRUCTURAL CONCRETE, BRIDGE	CY	1,916	1,190 00	2,280,040 00
103	F510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	1,504	1,615 00	2,428,960 00
104	F510072	STRUCTURAL CONCRETE, BARRIER SLAB	CY	143	923 00	131,989 00
105	F510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	367.0	1,043 00	382,781 00
106	F510090	STRUCTURAL CONCRETE, BOX CULVERT	CY	124.50	2,090 00	260,205 00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
107	F510092	STRUCTURAL CONCRETE, HEADWALL	CY	5.85	2,960.00	17,316.00
108	F510094	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	129.85	3,600.-	467,460.-
109	F510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	63	3,285.-	206,955.-
110	512250A	FURNISH PRECAST PRESTRESSED CONCRETE WIDE-FLANGE GIRDER (70'-80')	EA	28	36,040.00	1,009,120.00
111	512251A	FURNISH PRECAST PRESTRESSED CONCRETE WIDE-FLANGE GIRDER (120'-130')	EA	28	54,060.00	1,513,680.00
112	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	56	10,500.00	588,000.00
113	519091	JOINT SEAL (MR 1 1/2")	LF	265	120.00	31,800.-
114	F520102	BAR REINFORCING STEEL (BRIDGE)	LB	1,497,893.0	1.10	1,647,682.30
115	F520107	BAR REINFORCING STEEL (BOX CULVERT)	LB	39,558	2.05	81,093.90
116	F520115	BAR REINFORCING STEEL (GALVANIZED)	LB	6,315	1.20	7,578.00
117	F520120	HEADED BAR REINFORCEMENT	EA	52	102.00	5,304.00
118	610112	24" ALTERNATIVE PIPE CULVERT	LF	1,000	192.-	192,000.-
119	650416	24" REINFORCED CONCRETE PIPE (CLASS IV)	LF	3,750	186.-	697,500.-
120	665711	12" SLOTTED CORRUGATED STEEL PIPE (.064" THICK)	LF	1,390	229.-	318,310.-
121	700617	DRAINAGE INLET MARKER	EA	14	250.00	3,500.00
122	703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	580	376.-	218,080.-
123	705206	24" CONCRETE FLARED END SECTION	EA	4	3,815.-	15,260.-
124	710132	REMOVE CULVERT (LF)	LF	110	80.-	8,800.-
125	710136	REMOVE ABANDONED CRC AND SHELL OIL COMPANY, GAS, OIL AND WASTEWATER LINES (LF)	LF	5,800	225.00	1,305,000.00
126	710136	REMOVE SCE AND FRONTIER CONDUITS	LF	850	58.00	49,300.00
127	710150	REMOVE INLET	EA	1	3,700.-	3,700.-
128	710152	REMOVE HEADWALL	EA	1	2,650.-	2,650.-

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
129	710160	REMOVE JUNCTION BOX/ABANDONED SHELL & BENTLEY OIL VAULT WITH COVER	EA	2	7,400-	14,800-
130	710260	REMOVE CONCRETE (CHANNEL)	CY	40	243=	9,720=
131	721430	CONCRETE (CHANNEL LINING)	CY	220	833=	183,260=
132	721810	SLOPE PAVING (CONCRETE)	CY	53	3,385.00	179,405.00
133	723070	ROCK SLOPE PROTECTION (150 lb, Class III, METHOD B) (CY)	CY	88	729=	64,152=
134	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	250	10=	2,500=
135	730020	MINOR CONCRETE (CURB) (CY)	CY	75	975=	73,125=
136	730070	DETECTABLE WARNING SURFACE	SQFT	320	51=	16,320=
137	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	320	811=	259,520=
138	731516	MINOR CONCRETE (DRIVEWAY)	CY	7	811=	5,677=
139	731519	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	8,330	20=	166,600-
140	731521	MINOR CONCRETE (SIDEWALK)	CY	600	811=	486,600=
141	731623	MINOR CONCRETE (CURB RAMP)	CY	20	1150=	23,000=
142	731710	REMOVE CONCRETE CURB (LF)	LF	3,730	8=	29,840=
143	731780	REMOVE CONCRETE SIDEWALK (SQYD)	SQYD	1,430	31=	44,330=
144	731790A	REMOVE STAMPED CONCRETE	SQYD	180	53=	9,540=
145	731840	REMOVE CONCRETE (CURB AND GUTTER)	LF	1,150	22.80	26,220=
146	740400	BOOSTER PUMP	LS	1	116,600.00	116,600.00
147	F750001	MISCELLANEOUS IRON AND STEEL	LB	13,450	5.30	71,285=
148	F750501	MISCELLANEOUS METAL (BRIDGE)	LB	4,947	30=	148,410=
149	F750505	BRIDGE DECK DRAINAGE SYSTEM	LB	5,341	26.50	141,536.50
150	770090A	CITY STREET LIGHT SYSTEM ON BRIDGE	LS	1	273,900.00	273,900.00
151	770091A	COUNTY STREET LIGHT SYSTEM ON BRIDGE	LS	1	144,900.00	144,900.00
152	779021A	CITY OF OXNARD 12 INCH WATER	LS	1	658,800.00	658,800.00
153	779031A	CITY OF OXNARD 36 INCH WATER	LS	1	779,200.00	779,200.00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
154	779041A	CITY OF OXNARD 24 INCH SEWER	LS	1	1,094,100.00	1,094,100.00
155	779051A	CITY OF OXNARD 27 INCH SEWER	LS	1	664,600.00	664,600.00
156	779061A	ABANDON EXISTING IRRIGATION WELL, UG PIPING, SERVICE LINES AND PRIVATE WOODEN SERVICE POLES INCLUDING PERMITING AT HAILWOOD PROPERTY	EA	2	164,300.00	328,600.00
157	779071A	UWCD 30 INCH WATER	LS	1	1,220,000.00	1,220,000.00
158	779081A	REABANDON OIL WELL (STURGIS 1 WELL)	EA	1	130,000.00	130,000.00
159	779091A	REABANDON AND RAISE OIL WELL CASING (PFEILER 2 WELL)	EA	1	238,800.00	238,800.00
160	779101A	PRECAST CONCRETE BOTTOMLESS UTILITY VAULT (PFEILER 2)	EA	1	22,100.00	22,100.00
161	780258	ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	2	3,700-	7,400-
162	780260	REMOVE AND REPLACE MONUMENT	EA	9	1,500=	13,500=
163	780270	LOWER AND RAISE FRAME AND COVER (UTILITY)	EA	3	5,300-	15,900-
164	780433	PAINT CURB (2-COAT)	SQFT	41	19.60	803.60
165	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	8,350	33.00	275,550.00
166	800363	CHAIN LINK FENCE (TYPE CL-6, EXTENSION ARM)	LF	240	62.50	15,000.00
167	800366A	BARRICADE	LF	52	170.00	8,840.00
168	800367A	WROUGHT IRON FENCE	LF	520	329.00	171,080.00
169	800368A	TYPE III BARRICADE (Mod)	LF	180	100.00	18,000.00
170	802560	10' CHAIN LINK GATE (TYPE CL-6)	EA	1	3,200.00	3,200.00
171	802660	20' CHAIN LINK GATE (TYPE CL-6)	EA	6	4,030.00	24,180.00
172	802921A	16' CHAIN LINK GATE (TYPE CL-8)	EA	1	3,820.00	3,820.00
173	803020	REMOVE FENCE	LF	7,420	11.70	86,814.00
174	803060	REMOVE GATE	EA	9	950.00	8,550.00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
175	810120	REMOVE PAVEMENT MARKER	EA	310	2 65	821 50
176	810170	DELINEATOR (CLASS 1)	EA	10	75 00	750 00
177	810230	PAVEMENT MARKER (RETROREFLECTIVE) 3/19/21	EA	1,330	4 80	6,384 00
178	820113	TREATMENT BEST MANAGEMENT PRACTICE MARKER	EA	8	225 00	1,800 00
179	820250	REMOVE ROADSIDE SIGN	EA	43	250 00	10,750 00
180	820300	REMOVE ROADSIDE SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	5	175 00	875 00
181	820610	RELOCATE ROADSIDE SIGN	EA	15	900 00	13,500 00
182	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	430	13 00	5,590 00
183	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	44	13 50	594 00
184	820780	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	230	25 00	5,750 00
185	820790	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SQFT	83	26 50	2,199 50
186	820840	ROADSIDE SIGN - ONE POST	EA	46	600 00	27,600 00
187	820850	ROADSIDE SIGN - TWO POST	EA	8	1,800 00	14,400 00
188	820860	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	20	200 00	4,000 00
189	832007	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	220	66 00	14,520 00
190	832073	VEGETATION CONTROL MAT (RUBBER OR FIBER)	SQYD	270.0	80 00	21,600 00
191	F833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	952	212 00	201,824 00
192	F833088	TUBULAR HANDRAILING	LF	280	127 00	35,560 00
193	F839521	CABLE RAILING	LF	48	101 00	4,848 00
194	839543	TRANSITION RAILING (TYPE WB-31)	EA	3	5,935 00	17,805 00
195	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3	5,300 00	15,900 00
196	F839720A	CONCRETE BARRIER (TYPE 732SW MODIFIED)	LF	952	319 00	303,688 00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
197	F839721A	CONCRETE BARRIER (TYPE 732SW MODIFIED 1)	LF	280	223.00	62,440.00
198	F839722A	CONCRETE BARRIER (TYPE 732SW MODIFIED 2)	LF	858	331.00	283,998.00
199	F839741A	CONCRETE BARRIER (TYPE 842 MODIFIED)	LF	952	164.00	156,128.00
200	F839742A	CONCRETE BARRIER (TYPE 842B MODIFIED)	LF	2,797	244.00	682,468.00
201	839752	REMOVE GUARDRAIL	LF	63	32.00	2,016.00
202	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	7,210	8.00	57,680.00
203	840583	6" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	30,300	1.50	45,450.00
204	840584	8" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	510	2.25	1,147.50
205	840616	6" TWO-COMPONENT PAINT TRAFFIC STRIPE (BROKEN 36-12)	LF	1,560	0.75	1,170.00
206	840617	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 6-1)	LF	960	1.70	1,632.00
207	840623	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)	LF	13,000	0.75	9,750.00
208	840666	PAINT PAVEMENT MARKING (2-COAT)	SQFT	430	6.10	2,623.00
209	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	43,700	1.35	58,995.00
210	846008	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-4)	LF	810	1.70	1,377.00
211	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	5,450	3.60	19,620.00
212	846011	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)	LF	990	1.85	1,831.50
213	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	3,000	2.15	6,450.00
214	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	1,130	2.80	3,164.00
215	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	8,050	2.15	17,307.50
216	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	260	8.50	2,210.00

BID ITEMS						
No.	ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
217	847218	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)	LF	1,910	16 ~~00~~	30,560 ~~00~~
218	847222	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY) (BROKEN 36-12)	LF	1,910	9 30	17,763 ~~00~~
219	847224	8" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)	LF	960	18 ~~00~~	17,280 ~~00~~
220	870060A	ELECTRIC SERVICE FOR IRRIGATION (CITY)	LS	1	66,400 ~~00~~	66,400 ~~00~~
221	870061A	ELECTRIC SERVICE FOR IRRIGATION (COUNTY)	LS	1	29,000 ~~00~~	29,000 ~~00~~
222	870200	LIGHTING SYSTEM	LS	1	374,600 ~~00~~	374,600 ~~00~~
223	870402A	SIGNAL AND LIGHTING SYSTEM (STAGE 4)	LS	1	466,400 ~~00~~	466,400 ~~00~~
224	870403A	SIGNAL AND LIGHTING SYSTEM	LS	1	67,500 ~~00~~	67,500 ~~00~~
225	870404A	SIGNAL AND LIGHTING SYSTEM (CITY)	LS	1	851,000 ~~00~~	851,000 ~~00~~
226	871812	INTERCONNECTION CONDUIT AND CABLE (LS)	LS	1	243,700 ~~00~~	243,700 ~~00~~
227	872001A	TEMPORARY LIGHTING SYSTEM (CITY)	LS	1	159,500 ~~00~~	159,500 ~~00~~
228	872133A	MODIFYING SIGNAL AND LIGHTING SYSTEM (CITY)	LS	1	761,300 ~~00~~	761,300 ~~00~~
229	872143	REMOVING SIGNAL AND LIGHTING SYSTEMS	LS	1	84,000 ~~00~~	84,000 ~~00~~
230	066840	TRAFFIC SIGNAL CABINET WITH 2070 CONTROLER	EA	2	98,800 ~~00~~	197,600 ~~00~~
231	999990	MOBILIZATION	LS	1	6,550,000 ~~00~~	6,550,000 ~~00~~
232	051310A	GRAFFITI REMOVAL	SF	10,000	3 ~~50~~	35,000 ~~00~~
233	871030A	SCE 5" CONDUIT	LF	600	98 ~~00~~	58,800 ~~00~~
234	871030A	SCE 3" CONDUIT	LF	9,640	27 ~~00~~	260,280 ~~00~~
235	871030A	SCE TRENCH AND BACKFILL	LF	9,260	17 ~~60~~	162,976 ~~00~~
236	871030A	BORE 3" CONDUIT UNDER DRIVEWAY AT SANTA ELENA FARMS ENTRANCE	LF	65	252 ~~00~~	16,380 ~~00~~
237	871030A	ASPHALT TRENCH REPAVING	SF	800	200 ~~00~~	160,000 ~~00~~
238	871030A	SCE 17"x30"x24" HAND HOLES	EA	45	1,325 ~~00~~	59,625 ~~00~~
239	871030A	SCE 3'x5'x4' PULL BOX TRAFFIC RATED	EA	2	17,250 ~~00~~	34,500 ~~00~~
240	871030A	SCE 48"X54" TRANSFORMER PAD	EA	1	8,470 ~~00~~	8,470 ~~00~~
241	871030A	SCE 48"X54" TRANSFORMER PAD WITH PERIMETER BLOCK WALL	EA	1	31,250 ~~00~~	31,250 ~~00~~

BID ITEMS						
No.	**ITEM No.**	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**
242	871030A	TYPE III-BF METER PEDESTAL	EA	2	10,450 00	20,900 00
243	871030A	TYPE III-CF METER PEDESTAL	EA	2	13,865 00	27,730 00
244	871030A	REPLACEMENT OF IRRIGATION SYSTEM AT BACK OF WALK EASTMAN AVENUE TO 300 FEET NORTHERLY	LF	300	24 40	7,320 00
					TOTAL BID PRICE:	$ 76,523,397 20

TOTAL BID PRICE IN DIGITS: $ 76,523,397 20

TOTAL BID PRICE IN WORDS: Seventy Six Million five hundred twenty-three thousand three hundred Ninety Seven dollars AND twenty Cents

Bidder's Company Name: Security Paving Company, Inc.

Signature: _____ Title: Vice President

Print: Joseph Ferndino Date: 8/26/2024

BIDDER IDENTIFICATION QUESTIONNAIRE

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

(1) Legal Name of Bidder: Security Paving Company, Inc.

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

N/A

(3) Business Address: 3075 Townsgate Road, Suite 200, Westlake Village, CA 91361

Phone 1: (818) 362-9200 Phone 2: (818) 612-5528

Email: joe@securitypaving.com

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Corporation
Organized under the laws of the State of: California

EXHIBIT B

FORM INS-R : INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Contractor 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 Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 per occurrence 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 $2,000,000 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. 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.

d. Professional liability/errors and omissions insurance appropriate to Contractor’s profession to a minimum coverage of $2,000,000. The professional liability/errors and omissions insurance must have at least a one-year extended reporting period, or longer upon request.

e. Comprehensive blanket crime policy, with each insuring agreement in an amount not less than $1,000,000 insuring against loss of property referred to hereunder which may result from dishonesty or fraudulent acts of officers, directors, employees of Contractor, or disappearance, destruction or wrongful abstraction inside or outside the premises of Contractor while in the care, custody or control of Contractor, or sustained through forgery or alterations of checks, drafts or any order or direction to pay a sum certain in money. Such insurance shall be primary to any other similar insurance maintained by City as its interest may appear.

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-R. 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

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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-R or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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. 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 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Contractor/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-R.do

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 $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 $2,000,000 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 $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 "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 CG 0001; or
   a. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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")

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 C

CITY OF OXNARD
RICE AVENUE/FIFTH STREET/STATE ROUTE 34
GRADE SEPARATION

SPECIFICATION NO. PW 18-47

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
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 the bid is submitted or the contract is 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): Security Paving Company Inc. Federal ID Number (or n/a): 116307 A C12

By (Authorized Signature):

Joseph Ferndino, Vice President 8/26/2024

Printed Name & Title of Person Signing: Date Executed

Executed in the County of Ventura in the State of California

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial 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 _____

EXHIBIT D

Agreement No. 9550-22-PW

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 _____
FOR Ferdinand A. Batatan
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

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 Rice Avenue/Fifth Avenue/State Route 34 Grade Separation Project, Specification No. PW 18-47.

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: _____
		Its _____
(Seal)		***(Seal)***

Notes: This Bond must be executed 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.

Agreement No. 32500182

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 Rice Avenue/Fifth Avenue/State Route 34 Grade Separation Project, Specification No. PW 18-47.

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: _____
		Its _____
(Seal)		***(Seal)***

Notes: This Bond must be executed 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.

Public Project Agreement 32500182 with Security Paving, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation, Specification No. PW 18-47

City Council
October 29, 2024

Debbie O'Leary
Transportation Planner

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total amount of $80,349,567.20 in Project funds for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47; and
2. The Mayor to Execute an Agreement with Security Paving Company, Inc. in the amount of $76,523,397.20 and a Project contingency amount of $3,826,170 (5%) with Security Paving Company, Inc. for a total not to exceed value of $80,349,567.20 for the Project.

BACKGROUND

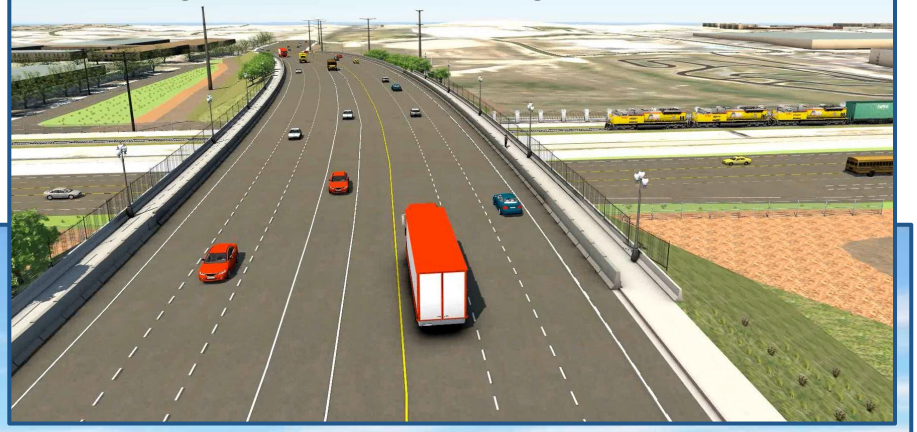
- This project will construct a new six-lane bridge over the Railroad tracks and intersection of Rice Avenue, Fifth Street, and State Route 34. The project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing. The project will also relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

- The contract award includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to complete the Project.

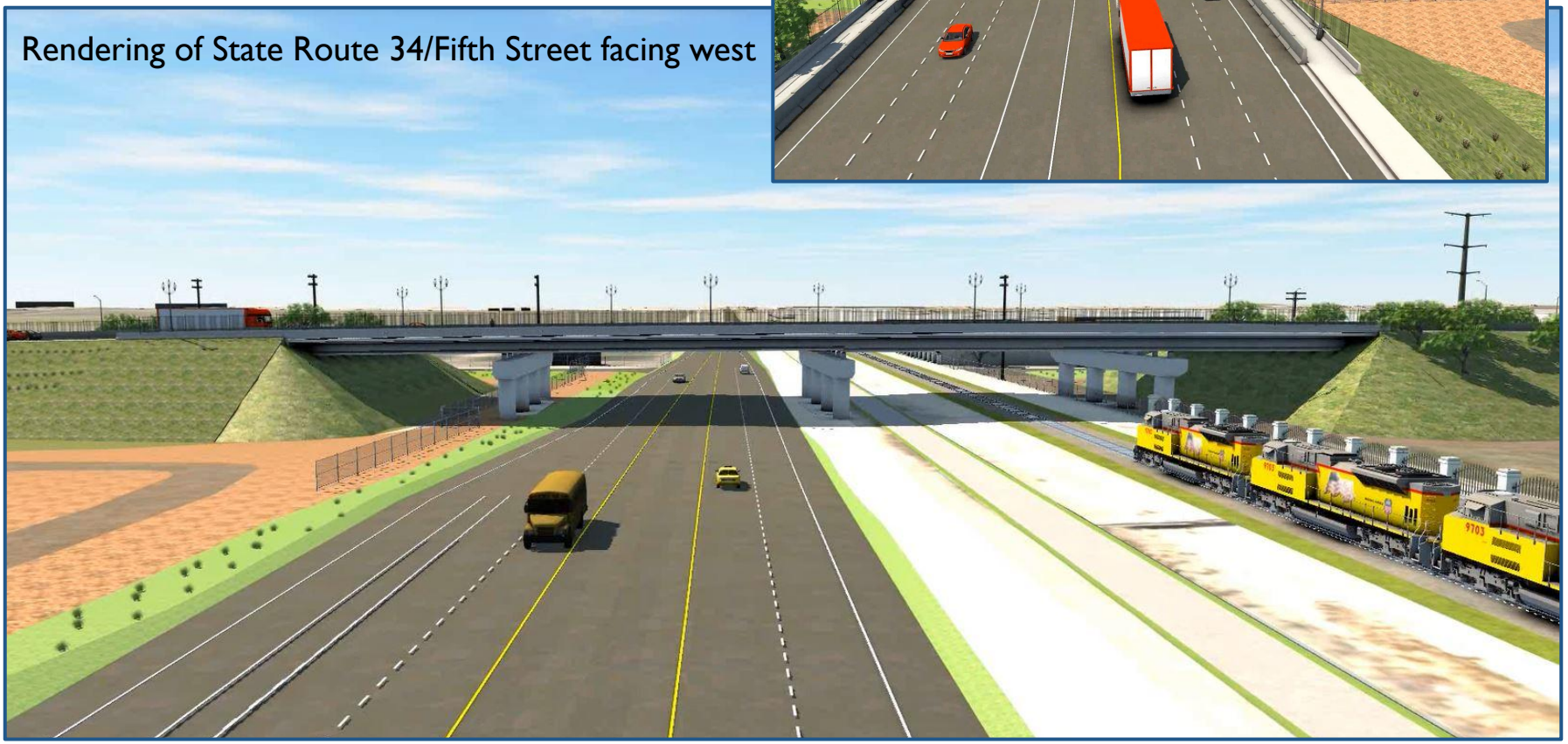
- All work shall be done in accordance with the 2023 State of California Department of Transportation (Caltrans) Standards.

BACKGROUND

Rendering of Rice Avenue facing north



Rendering of State Route 34/Fifth Street facing west



DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on June 6, 2024, and all bids were due August 26, 2024.

The City received the following bids:

SECURITY PAVING COMPANY, INC.:	$76,523,397.20
C.A. RASMUSSEN, INC.:	$79,317,304.30
STACY AND WITBECK, INC:	$93,117,939.00

It should be noted that the low bid came in $3.3M less than the engineer's estimate. This is noteworthy considering the current bidding environment, and is a testament to the City's design engineer, HDR, Inc.

DISCUSSION

The lowest bidder is Security Paving Company, Inc. and its bid is responsive to the City's NIFB.

In addition to the project award amount of $76,523,397.20, Staff recommends authorizing $3,826,169.86 for project contingency (5% of the contract costs).

The recommended contingency costs are less than the City's typical 10% due to the magnitude of the contract.

While Caltrans typically awards contracts with a 3% contingency, the City is exercising caution by recommending 5%.

DISCUSSION

Construction management services and design support services are recommended for award through separate staff reports and agenda items at this October 29, 2024 Council Meeting.

The total estimated cost of the construction of the project is $80,349,567.20.

The estimated schedule is as follows:

Fall 2024	1. Construction Contract Award *current item 2. Construction Management Contract Award 3. Construction Design Support Contract Award
Winter 2024	Contractor begins the material submittal approval process (100 days)
Spring 2025	Site work begins (780 working days)
Summer 2028	Construction is complete

DISCUSSION

Anticipating impacts to traffic, the plans include a "Staging and Traffic Handling Plan." Our construction management team will work closely with the contractor on the order of work, duration of lane and roadway closures, and detours. Solutions, such as night work will be included to minimize disruption. Rotating roadway closures are expected to average 9-12 weeks at a time.

Recommended stages include:

Stage 1.a	No closures
Stage 1.b	Lane closures on Rice Avenue between Sturgis Road and Fifth Street
Stage 1.c	No closures
Stage 2	Road closures on Rice Avenue between Sturgis Road and Wooley Road
Stage 3	Road closures on Fifth Street and Stage Route 34
Stage 4	No closures

DISCUSSION

1.a - No closures

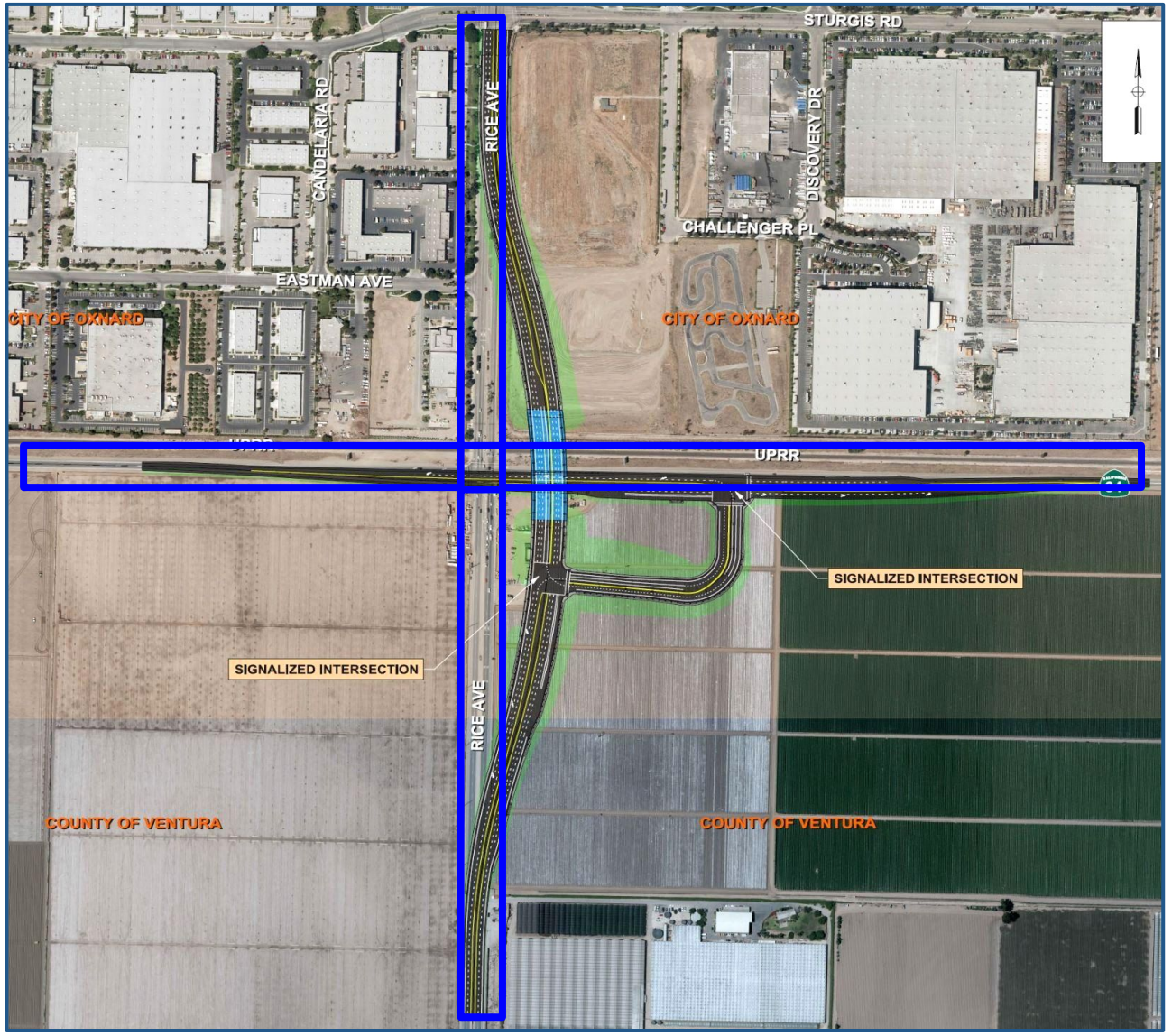
1.b - Lane closures on Rice from Sturgis to Fifth

1.c - No Closures

2 - Road closures on Rice from Sturgis to Wooley

3 - Road closures on Fifth and SR 34

4 - No closures



DISCUSSION

Both the contractor and the construction management firm will work to provide bilingual construction updates and detour information to keep the public well informed.

The contractor will issue construction notices to nearby businesses whenever major traffic, noise, or other significant impacts are anticipated.

The construction management firm will provide a continuous and polished public facing communication program that includes:

- Dedicated project webpage
- 24/7 streaming video of the construction progress
- 24/7 project hotline and voicemail, with timely responses
- Social Media posts on X/Twitter, Instagram, Nextdoor, etc.
- Email updates to interested stakeholders, businesses, and concerned residents.

FINANCIAL IMPACT

- Total cost for the construction is $80,349,567.20 which includes the construction agreement and contingency

- The Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47 an available project budget of approximately $98.7M from the State Grant Fund (210) to fund this agreement.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Agreement 32500217 with MNS Engineers, Inc. for Construction Management Services for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with MNS Engineers, Inc. in the amount of $12,298,039.51 with a term from October 29, 2024, to October 29, 2029, for construction management services for Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

(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/SOuJzLezCV4

BACKGROUND

This item pertains to construction management services for the Rice Avenue/Fifth Street Grade Separation project (Project). The construction contract and design support services contract are recommended for award through separate agenda items at the October 29, 2024 Council Meeting.

The Project will construct a new six-lane bridge on Rice Avenue in order to grade-separate the Fifth Street/State Route 34 intersection and railroad crossing. The new facility will be aligned approximately 250 feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The Project will include a connector road, two new traffic signals, traffic signal improvements at Sturgis Road, Class II on-street bicycle lanes, sidewalks, and ADA improvements. The California Public Utilities Commission prioritizes this Project on the Grade Separation Priority List as it will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists, and trains at the Union Pacific Railroad crossing. The Project will also relieve congestion, reduce emissions, and facilitate commerce by improving access to the Port of Hueneme.

Capital Improvement Program (CIP) Reference:

Project No. C1301 – Rice Avenue & Fifth Street Railroad Grade Separation PW 18-47 - CIP 2025-2029 - Adopted June 4, 2024 – Page 119.

DISCUSSION

Due to the complexity of constructing a new grade-separated bridge with embankments, retaining walls, utilities relocation, roadways, traffic signals, material testing, labor compliance, environmental and Native American site monitoring, and other appurtenant work, the City requires a highly qualified construction management team to oversee the contractor’s work. The team consists of licensed engineers, inspectors, and subject-matter experts with knowledge of

structures, roadways, utilities, electrical and source inspection, technical engineering expertise, survey, environmental mitigation and archaeology, material testing, stormwater management, oil and gas geology, railroad safety-flagging, grant administration, labor compliance, office engineers, and public outreach.

The team also possesses expert knowledge of Caltrans regulations and specifications, since this project is fully funded through state grants and is within the state right-of-way along State Route 34. The team will work closely with Caltrans project managers, structural engineers, and inspectors who will monitor work within the state right-of-way.

The City advertised for construction management firms meeting the above qualifications on May 16, 2024, and all proposals were due August 26, 2024. The Public Works City Engineer, Transportation Planner, Senior Inspector, and prior County of Ventura Project Manager evaluated proposals for completeness, qualifications, understanding of the scope of work, and experience managing both grade separation and state-funded projects.

The City received three proposals that were deemed complete and responsive. MNS Engineers, Inc. was selected as the most qualified firm. The selection was based on the firm's licensed team of experienced professionals, their extensive grade separation and construction management experience on high-cost projects, working knowledge of the Caltrans process, prior success with City projects, and a dedicated local presence. Staff has confirmed that MNS Engineers, Inc. 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.

Construction of the Project is tentatively scheduled to begin in November 2024 and continue to June 2028. The scope of work for the construction management team is extensive and can be reviewed as Exhibit A of the attached agreement. Some of the key staff MNS Engineers, Inc. will provide include:

- Resident Engineer responsible for permit and grant funding compliance, schedule enforcement, partner agency coordination, budget control, contractor payments, etc.
- Licensed Inspectors, including specialists in structures and utilities
- Licensed Geologist for work in and around oil wells
- Licensed Surveyor
- Material Testers
- Qualified Stormwater Practitioner
- Archeologist and coordination of Native American Monitoring
- Labor Compliance Specialist
- Utility Coordinator
- Railroad Flaggers
- Public Outreach Coordinator

The total estimated cost of the construction support phase of the project is $12,298,039.51.

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 shall not exceed $12,298,039.51 for construction management services on the Rice Avenue/Fifth Street/Route 34 Grade Separation Project. There is sufficient budget available in this Project (C1301) in the Capital Outlay Fund (301), funded from the State & Local Grant Fund (210), to cover the cost of this agreement.

For Finance Use Only: Capital Outlay Fund (Org. 3013102 Obj. 49300/53270,56050), State & Local Grant Fund (Org. 2101001 Obj. 59800) Project C1301

COMMITTEE OUTCOME

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

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

ATTACHMENTS

1. Agreement 32500217 MNS
2. Presentation

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MNS Engineers, Inc.

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of MNS Engineers, 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 Restricted Grant Agreement ("RGA") entered into between CITY and the California Department of Transportation ("CALTRANS") attached hereto as Exhibit D and incorporated herein by this reference, for **Rice Avenue/Fifth Street/State Route 34 Grade Separation**, Agreement No. 32500217 (the "Project); and

WHEREAS, per item 26c in the RGA, CONSULTANT shall adhere to any and all sections, items, attachment(s), and amendment(s) of the RGA in addition to the terms 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 RGA, the terms of the RGA 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 Rice Avenue/Fifth Street/State Route 34 Grade Separation, and

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. Construction Management for Rice Avenue/Fifth Street/State Route 34 Grade Separation. All construction management work is required to be completed by October 29, 2029.

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 300 West Third Street, Oxnard California 93030

MNS Engineers, Inc. ("CONSULTANT"), a corporation of the State of California, located at 100 E. Thousand Oaks Boulevard, Suite 105, Thousand Oaks, CA 91360

5. TERM OF AGREEMENT: From: October 29, 2024 to: October 29, 2029.

5.1 Time is of the essence in this Agreement.

5.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

5.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of seven (7) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 13 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 22 of this Agreement.

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: $12,298,039.51.

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: Restricted Grant Agreement
Exhibit E: State Funding
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

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: Michael L. Wolfe,
Title: Public Works Director
C/O Debbie O'Leary
Title: Transportation Planner
Phone: 805-200-5283
Email: Debbie.oleary@oxnard.org
Mailing Address: same as above

CONSULTANT Designated Representative:
Name: Greg Chelini
Title: Vice President

Phone: 805-896-9474
Email: gchelini@mnsengineers.com
Mailing Address: same as above

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 6 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 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, 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. 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 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, to the extent arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT'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. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the active negligence or 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, where approval shall not be reasonably withheld 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. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT 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 CONSULTANT 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 active 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 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.

25.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 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 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 as amended effective 1/1/2018, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

25.4 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.5 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. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT 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 CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in

investment activities in Iran. CONSULTANT 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.

31. 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.

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 3 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

MNS Engineers, Inc.

Greg Chelini, Vice President Date

Miranda Patton, Board Sectary[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 MNS Engineers, Inc.)

SCOPE OF SERVICES

Project Manager: Debbie O'Leary/805-200-5283/debbie.oleary@Oxnard.org

CONSULTANT shall provide, but is not limited to, the following Construction Management Support Services for the Rice Avenue/Fifth Street/State Route 34 Grade Separation (the "Project").

Task 1 – Pre-Construction:

a. **Provide Resident Engineer/Project Management:** CM Firm shall establish and maintain effective project management and communication throughout the Project. The CM Firm shall become familiar with City processes, procedures, and objectives to provide services and assistance to the City. CM Firm shall work under the direction of the City Project Manager (PM) and develop and maintain open lines of communication and cooperation between the CM Team, City staff, contractor, and the public.

b. **Provide Bid Support*[d]:** City will bid and award the Project. CM Firm is not expected to be under contract prior to the construction bid, however if the schedule should change this item will be included. Proposers are welcome to attend the non-mandatory construction Pre-Bid meeting.

c. **Provide Software:** City requires that CM Firm use the current version of Procore Technologies construction management software, or similar, to manage and administer the construction contract.

d. **Provide (off-site) Field Office:** CM Firm shall secure its own off-site field office for the duration of the Project to perform work and conduct meetings. CM Firm's off-site field office should include all necessary office equipment, including but not limited to, a large table to layout plans, internet access, phones, copier, file cabinets, etc. CM Firm shall appropriately maintain the space for the duration of the Project. CM Firm shall provide their field personnel with computers, cellular devices, digital cameras, and all necessary personal protective and safety equipment suitable for the location and nature of work involved.

e. **Provide (on-site) Field Vehicle(s):** CM Firm shall provide their field personnel with fully operable, maintained, and fueled pick-up truck(s) suitable for the location and nature of work to be performed (automobiles and vans without side windows are not suitable). Each vehicle shall be equipped with an amber flashing warning light visible from the rear and having a driver control switch.

f. **Document Pre-Construction Conditions:** CM Firm shall document the condition of the work site prior to any construction activities through photos and videos.

g. **Provide 24 Streaming Video:** CM Firm shall install cameras and obtain a cloud-based subscription to provide 24-hour streaming video of construction activities for the duration of construction. City will host a project specific web page.

[d] **Task to be included if CM Firm is under contract before this task.*

h. **Create Contract Management Plan:** CM Firm shall prepare a Contract Management Plan utilizing the final contract documents that include: organization chart; project team and description of duties and responsibilities; field office location; document management system; safety compliance plan; inspection procedures; special inspection requirements; list of all tests required; materials testing location; claims avoidance strategy; and project close out process.

i. **Create Submittal Log:** CM Firm shall review the design drawings and specifications with the designer of record, HDR, Inc. and prepare a comprehensive submittal log identifying and pre-numbering all required submittals.

j. **Conduct Pre-Construction Meeting:** CM Firm shall be responsible for conducting a pre-construction meeting with contractor, City, Caltrans, UPRR, and other third parties, to go over the expectations, responsibilities, schedule, change order procedures, document management system, third party coordination, public outreach, incident/accident forms, emergency response process, etc.

k. **Conduct Construction Schedule Review:** CM Firm shall be responsible for conducting a scheduling meeting with contractor and City PM prior to the beginning of construction, to review, comment, and approve the contractor's baseline construction schedule.

l. **Coordinate and Inspect Pre-Construction Utility Relocation*[e]:** CM Firm shall document with as-built plans the locations of all utilities relocated prior to the start of the Project's construction contract to ensure that these utilities are protected in place upon commencement of construction. Specifically Southern California Edison (SCE) will relocate the 66kV overhead transmission facilities to the future Rice Avenue realignment. This work may require inspection and survey to ensure that the utilities are correctly placed within designated alignments, easements, and designated depths.

Task 2 – Construction:

a. **Conduct Progress Meetings/Conferences:** CM Firm shall conduct all meetings and conferences necessary to progress the work, including, but not be limited to weekly progress/issue-resolution meetings, weekly and monthly safety meetings, monthly progress report meetings, and third-party coordination meetings.

b. **Provide Construction Safety:** CM Firm shall provide the services of a Safety Officer as needed depending on the contractor's assigned Safety and Health Plan and personnel on the jobsite. CM Firm shall review the contractor's Safety Plan, recommend changes, and when complete, recommend approval by City. CM Firm shall monitor the contractor's compliance with the safety program, and shall stop the work whenever safety conditions warrant. CM Firm shall document safety concerns and corrective actions taken. In the event of an accident, both CM Firm and CM Firm's Safety Officer shall prepare accident reports. This is in addition to any accident reports required of the contractor. CM Firm shall be responsible for ensuring compliance with all UPRR safety regulations, and shall ensure that all workers remain current on Roadway Worker Safety training.

[e] **Task to be included if CM Firm is under contract before this task.*

c. **Provide Inspection:** CM Firm shall provide the services of qualified inspectors to inspect, monitor, and report on the Project. Civil inspections shall include: coordination of soil sampling and testing; site grading; excavation and dig outs; site improvements; welding; pavement construction; median construction; concrete work; traffic signal; signage; striping; field testing for electrical equipment, etc. CM Firm shall also be responsible for the coordination and inspection of utility placements and relocations, including water and sewer lines, third party relocation by AT&T for fiber, and installation of SCE 16kV line extension and street lights. The SCE work may require inspection and survey to ensure that the utilities are correctly placed within designated alignments, easements, and designated depths.

d. **Enforce Schedule:** CM Firm shall be responsible for ensuring the contractor follows their schedule and accomplishes work on time. CM Firm shall perform time impact analysis, review and approve recovery schedules, maintain in-house version of the as-built schedule, and review and approve the contractor's as-built schedule. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the contract documents including milestones. CM Firm shall develop a cost loaded schedule analysis on a monthly basis for use in claims support services.

e. **Enforce Traffic Control and Traffic Handling Plans:** CM Firm shall review the approved traffic control and traffic handling plans prepared by the design firm, HDR, Inc. If necessary to respond to the community, CM Firm shall coordinate with the City's PM to suggest any improvements to traffic control and detours.

f. **Coordinate Public Outreach:** CM Firm shall coordinate with contractor and City Public Information Officer, via the City PM, to establish and maintain bilingual communication with businesses, farming operators, residents, motorists, schools for bus routes, Gold Coast Transit District for bus service, and adjacent stakeholders such as the Port of Hueneme. Communication may be specific to a stakeholder or the general public. General updates will be posted to a City web page and/or social media and are expected to address traffic impacts, detous, bicycle and pedestrian accessibility, noise, dust control, etc.

g. **Coordinate Partner Agencies:** City has agreements with several agencies, which specifies the roles, authority and responsibility of each party during the design, construction, operation and turnover of the completed grade separation Project. The agencies have designated a lead point of contact that may provide field inspection of their right of way. CM Firm will be responsible to ensure the contractor only follows directions from authorized representatives of the City and is not misled or confused by recommendations and/or suggestions from partner agencies.

h. **Coordinate Utilities:** CM Firm shall provide utility coordination in order to resolve all technical issues related to affected utilities. This is in addition to the contractor's scope, which includes utility coordination and technical issue resolution for all affected utilities as required.

i. **Coordinate Adjacent Construction Contracts:** CM Firm shall monitor and coordinate adjacent work expected to take place within or surrounding the Project footprint. This includes, but is not limited to the Leesdale Siding Track Project, which will construct an additional mainline track 20' north of the existing track; and the Caltrans Capital Preventive Maintenance and ADA Curb Ramp Project along State Route 34, 1,800' west of Del Norte Boulevard.

j. Coordinate Railroad Force Account: CM Firm shall record railroad force account work, including crew size, equipment and materials, and use that data to review UPRR invoices to ensure that charges are appropriate. Railroad Force Account work has a cost estimate of $350k.

k. Monitor Permits and Regulatory Requirements: CM Firm shall oversee compliance with permits and serve as a liaison between the City and permitting agencies, including reviewing and responding to correspondence and requests. Permits include, but are not limited to:

- California Energy Management Division (CalGEM) Permit for Oil Well Abandonment
- Cal/OSHA, Trenches or Excavation Permit (for five (5) feet or deeper into which a person is required to descend)
- City of Oxnard, Encroachment Permit
- City of Oxnard, Industrial Wastewater Discharge Permit (for groundwater discharge to City sewer system)
- Caltrans, Encroachment Permit
- County of Ventura, Encroachment Permit
- County of Ventura, Irrigation Well Destruction Permit
- Los Angeles Regional Water Quality Control Board Waste Discharge Identification number (WDID) for the Stormwater Pollution Prevention Plans (SWPPP) (WDID needed for the National Pollutant Discharge Elimination System (NPDES) Permit)
- Statewide Water Board NPDES Permit (for discharge of groundwater from construction and Project dewatering to surface waters)
- UPRR, Pipeline Crossing Right of Entry

l. Monitor Contractor Insurance: City will receive and evaluate the contractor's initial certificates of insurance, after which, the files will be turned over to CM Firm who will be responsible for tracking and ensuring the policies are renewed.

m. Monitor SWPPP: CM Firm shall provide the services of a Qualified Stormwater Practitioner (QSP) to review and ensure contractor compliance, and provide assistance to contractor in completing and submitting water quality reports to the Regional Water Quality Control Board (RWQCB) for SWPPP, dewatering, and filing the Notice of Intent (NOI) termination for SWPPP.

n. Monitor for Hazardous Material: In the event the contractor encounters hazardous substances or contaminated soils, the City may be considered responsible for and/or the generator of these materials. CM Firm will therefore be responsible for preparing and monitoring any required waste manifests and support the City by ensuring compliance with all applicable laws and regulations. CM Firm will ensure that the contractor complies with the appropriate health and safety plans and follows Federal, State and local laws and regulations regarding the transportation and disposal of the hazardous material.

o. Provide Environmental Mitigation Monitoring: CM Firm shall provide the services of an Archeologist, Native American Monitor, and other subject matter experts to ensure compliance with the Environmental Commitment Record (ECR), Environmentally Sensitive Areas (ESAs), environmental permits, and construction environmental controls. CM Firm shall enforce sound environmental management practices, including, but not limited to, dust, noise, vibration, and erosion control, with special attention to adjacent farmland.

p. Provide Survey for Construction Staking: CM Firm shall provide the services of a surveyor to control survey points and all construction staking for the Project including, but not limited to, pre-

grading and as-built surveys for earthwork payment quantities, retaining walls, bridge construction, property line survey for fence placement, surcharge settlement monitoring, track settlement monitoring for 12" water line bored underneath UPRR and replacement of any required survey monumentation.

q. Provide Railroad Flagpersons and Watchpersons: CM Firm shall provide the services railroad flagpersons and watchpersons for protection of work crews and equipment on the worksite. Flagging will also be required for the 12" pipeline crossing at Rice Avenue under the UPRR tracks. CM Firm shall retain one of two UPRR pre-approved flagging companies:
RailPros, UP.info@railpros.com (877) 315-0513, ext. 116; or National Railroad Safety Services, UP.request@nrssinc.net, (877) 984-6777. Railroad flagging is anticipated to be 270 working days, and has a cost estimate of $665k.

r. Provide Labor Compliance: CM Firm shall provide the services of a Labor Compliance Officer to verify the contractor is complying with State prevailing wage and manage and record payment withholdings. The contractor and subcontractors shall submit the certified payrolls and other required reports directly to the Labor Compliance Officer.

s. Provide Materials Testing: CM Firm shall provide materials testing for both Quality Control (QC) and Quality Assurance (QA) inspection services using two (2) separate and independent firms to conduct these services. CM Firm shall follow the City's Quality Assurance Program Manual (QAP) in providing these services. The testing laboratory selected by CM Firm shall provide certification affirming that it is capable of performing testing in conformance with City's QAP and is Caltrans accredited. Additionally, the testing-laboratory's QC and QA Program will be subject to review and final approval by the City.

t. **Provide a Licensed Professional Geologist:** CM Firm shall provide the services of licensed Professional Geologist with petroleum related experience to monitor the abandonment of the County owned "Sturgis 1" oil well and the raising of the City owned "Pfeiler 2" oil well. This work includes required inspections and closure reporting per the CalGEM permits.

u. Provide Cost Estimating: CM Firm shall provide the City with cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change orders and claim analysis, and trend or variance analysis.

v. Review Progress Payments: CM Firm shall keep track of the Project budget, schedule of contract quantities, and document field measured units in accordance with the requirements of the Project specifications prior to review and recommendation for City to approve the contractor's progress payment requests. Upon receipt of a progress payment request from the contractor, CM Firm shall review and approve or return to the contractor within seven (7) days. CM Firm shall also recommend withholdings or back-charges. Upon final approval, CM Firm shall forward the progress payment requests to the City's PM for payment.

w. Review Submittals, Requests for Information (RFIs): CM Firm shall review all submittals and RFIs for quality and completeness prior to forwarding to the design engineer, HDR, Inc. CM Firm shall coordinate with the design engineer to provide responses to RFIs, shop drawings, submittals, and other contractor correspondence.

x. Implement Change Orders and Process Claims: CM Firm shall recommend and implement change order and claim avoidance practices to prepare, negotiate, and maintain a change order

log. CM Firm shall analyze, prepare a cost estimate, negotiate, and process change orders and claims. City will provide policy guidance on contract administration and will approve or deny all proposed change orders, including the CM's Firms schedule analysis on delay claims.

y. Maintain Grant Requirements: CM Firm shall become familiar with State funding requirements including agreements, deadlines, quarterly or other reporting requirements, and reimbursement invoices. CM Firm shall be able to draft such documents on behalf of the City, if requested.

z. Maintain WSWD: CM Firm shall maintain weekly statements of working days (WSWD).

zz. Maintain Document Control and Records: CM Firm shall organize and track Project information and required documentation in Procore construction management software, or similar. In addition the CM Firm shall maintain hard-copy files for all documents including correspondence, RFI's, submittals, required grantor forms, reports, etc. CM Firm shall be able to produce documents to the City or funding agencies at any time. Documents include, but are not limited to: daily diaries, including work accomplished with personnel, equipment, subcontractors present on site; materials accepted and basis for acceptance with deficiencies noted; weekly progress meeting reports; monthly manpower report; monthly summary status report; monthly work projection reports; monthly detailed cost report; monthly detailed schedule report; site photographs; field change notices; RFI's, RFD's; non-compliant, non-conforming materials; change orders and evaluations; claims and evaluations; deficiency logs; preliminary 20-day notices; and stop notices.

Task 3 – Post-Construction:

a. Monitor Plant Establishment: CM Firm shall ensure the contractor satisfactorily completes the 60 working day plant establishment period.

b. Complete As-Built Drawings: CM Firm shall maintain documentation and tracking of all design changes and an on-going list of items for correction and final punch list. CM Firm shall ensure that the contractor completes as-built drawings in accordance with the contract requirements. CM Firm shall review and approve the drawings.

c. Perform Contract Closeout: CM Firm shall expedite the contract closeout process, which controls the physical and contractual completion of the contract. This shall include: final inspection and release of the facility for operation; resolution of outstanding contractual issues, changes, claims, and deficiency reports; assessment of liquidated damages; final payment processing; preparation and transfer of as-built contract specifications and drawings; transfer of records including electronic and hard copy documents for centralized storage and protection.

d. Perform Final Inspection: CM Firm shall conduct final inspection and submit written recommendation for project acceptance. CM Firm shall assist the City in filing the Notice of Completion, if requested.

e. Complete Grant Funding Final Reporting: CM Firm shall assist the City will preparation and transfer of grant funding closeout forms and final grant reporting, if requested.

Agreement No. 32500217

EXHIBIT B
SCHEDULE OF COMPENSATION

Construction Management Services for
Rice Avenue/Fifth Street/State Route 34 Grade Separation
City of Oxnard

Project Schedule

PHASE	2024						2025												2026												2027												2028					
PHASE	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Rice Avenue/Fifth Street/State Route 34 Grade Separation																																																
Pre-Construction																																																
Construction (780 Working Days)																																																
Closeout																																																

PHASE			2024						2025											
Role	Staff	Company	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
PRE-CONSTRUCTION (Covered under Phase 1)																				
Project Manager/Structure Representative	Greg Chelini, PE	MNS					40	80	60											
Resident Engineer	Art Infante, PE	V&A					60	150	172											
Technical Support	Fresquez/Merlo	MNS						40	80											
Assistant Structures Representative	Garret Hilton	MNS						40	40											
Assistant Resident Engineer	Michael McFadden, EIT	MNS						40	80											
Supplemental Structures Inspector/MSE Wall	Stage/Major/Smith	MNS/NV5/FH																		
Supplemental Roadway Inspector	Scholle/Avila/Valdovinos	MNS/V&A/FH																		
Office Engineer	Linda Flores	V&A					40	80	80											
Grant Funding Support	Greg Jaquez	MNS							16											
Utilities Coordinator/Inspector	Chris Cox	MNS					32	80	80											
Scheduler	Said Najafi	MNS																		
Inspector Utilities	Donny Spates	MNS																		
Inspector (Electrical/Traffic Signal)	Gabriel Flores	FH																		
PRE-CONSTRUCTION SUBTOTAL			**0**	**0**	**0**	**0**	**172**	**510**	**608**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
CONSTRUCTION																				
Project Manager/Structure Representative	Greg Chelini, PE	MNS								80	80	80	80	80	80	80	80	80	80	60
Resident Engineer	Art Infante, PE	V&A								150	172	172	172	172	172	172	172	172	172	172
Technical Support	Fresquez/Merlo	MNS								40	80	80	80	80	80	80	80	80	60	60
Assistant Structures Representative	Garret Hilton	MNS													172	172	172	172	172	172
Assistant Resident Engineer	Michael McFadden, EIT	MNS								172	172	172	172	172	172	172	172	172	172	172
Supplemental Structures Inspector/MSE Wall	Stage/Major/Smith	MNS/NV5/FH													40	172	172	172	80	
Supplemental Roadway Inspector	Scholle/Avila/Valdovinos	MNS/V&A/FH										80	80	80	80	172	172	172	172	80
Office Engineer	Linda Flores	V&A								172	172	172	172	172	172	172	172	172	172	172
Grant Funding Support	Greg Jaquez	MNS								8	8	8	8	8	8	8	8	8	8	8
Utilities Coordinator/Inspector	Chris Cox	MNS								120	172	172	172	172	172	172	172	150	150	150
Scheduler	Said Najafi	MNS								12	8	8	8	8	8	8	8	8	8	8
Inspector Utilities	Donny Spates	MNS											80	80	80	80				
Inspector (Electrical/Traffic Signal)	Gabriel Flores	FH														80	80	80		80
Principle Surveyor	Fred Tice, PLA	MNS								8	8	8	8	8	8	8	8	8	8	8
Associate Project Surveyor	TBA	MNS								12	12	12	12	12	12	12	12	12	12	12
Party Chief	TBA	MNS								32	32	32	32	32	32	32	32	32	32	32
Chain Person	TBA	MNS								32	32	32	32	32	32	32	32	32	32	32
CONSTRUCTION MANAGEMENT SUBTOTAL			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**838**	**948**	**1028**	**1108**	**1108**	**1320**	**1624**	**1544**	**1522**	**1330**	**1218**
PROJECT CLOSEOUT																				
Principal-In-Charge	Greg Chelini, PE	MNS																		
Resident Engineer	Art Infante, PE	V&A																		
Technical Support	Fresquez/Merlo	MNS																		
Assistant Structures Representative	Garret Hilton	MNS																		
Assistant Resident Engineer	Michael McFadden, EIT	MNS																		
Office Engineer	Linda Flores	V&A																		
Grant Funding Support	Greg Jaquez	MNS																		
Utilities Coordinator/Inspector	Chris Cox	MNS																		
Scheduler	Said Najafi	MNS																		
Inspector (Electrical/Traffic Signal)	Gabriel Flores	FH																		
PROJECT CLOSEOUT SUBTOTAL			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
TOTAL			**0**	**0**	**0**	**0**	**172**	**510**	**608**	**838**	**948**	**1028**	**1108**	**1108**	**1320**	**1624**	**1544**	**1522**	**1330**	**1218**

Role	2026												2027											
Role	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
PRE-CONSTRUCTION (Covered under Phase 1)																								
Project Manager/Structure Representative																								
Resident Engineer																								
Technical Support																								
Assistant Structures Representative																								
Assistant Resident Engineer																								
Supplemental Structures Inspector/MSE Wall																								
Supplemental Roadway Inspector																								
Office Engineer																								
Grant Funding Support																								
Utilities Coordinator/Inspector																								
Scheduler																								
Inspector Utilities																								
Inspector (Electrical/Traffic Signal)																								
PRE-CONSTRUCTION SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
CONSTRUCTION																								
Project Manager/Structure Representative	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	24	24	24	24	24	24	24	24	8
Resident Engineer	172	172	172	172	172	172	172	172	172	172	172	172	172	150	150	150	150	150	150	150	150	150	120	120
Technical Support	60	60	60	60	60	40	40	40	40	40	40	40	40	40	40	40								
Assistant Structures Representative	172	172	172	172	172	172	172	172	172	172	172	172	172	150	150	150	80							
Assistant Resident Engineer	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172
Supplemental Structures Inspector/MSE Wall																								
Supplemental Roadway Inspector	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80									
Office Engineer	172	172	172	172	172	172	172	172	172	172	172	150	150	150	150	150	150	150	150	150	150	150	150	150
Grant Funding Support	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Utilities Coordinator/Inspector	150	150	150	150	150	120	120	120	120	120	120	80	80	80	80	80	80	80						
Scheduler	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	4
Inspector Utilities									80	80	80													
Inspector (Electrical/Traffic Signal)				172	80	80												80	80	80				
Principle Surveyor	8	6	6	6	6	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Associate Project Surveyor	12	12	12	12	12	8	8	8	8	8	8	8	8	8	8	8	8	8	8					
Party Chief	32	32	32	24	24	24	24	24	24	24	24	24	24	24	24	24	24	12	12	12	12	12	12	12
Chain Person	32	32	32	24	24	24	24	24	24	24	24	24	24	24	24	24	24	12	12	12	12	12	12	12
CONSTRUCTION MANAGEMENT SUBTOTAL	**1138**	**1136**	**1136**	**1292**	**1200**	**1144**	**1064**	**1064**	**1144**	**1144**	**1144**	**1002**	**1002**	**958**	**958**	**842**	**732**	**708**	**628**	**620**	**540**	**540**	**510**	**490**
PROJECT CLOSEOUT																								
Principal-In-Charge																								
Resident Engineer																								
Technical Support																								
Assistant Structures Representative																								
Assistant Resident Engineer																								
Office Engineer																								
Grant Funding Support																								
Utilities Coordinator/Inspector																								
Scheduler																								
Inspector (Electrical/Traffic Signal)																								
PROJECT CLOSEOUT SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
TOTAL	**1138**	**1136**	**1136**	**1292**	**1200**	**1144**	**1064**	**1064**	**1144**	**1144**	**1144**	**1002**	**1002**	**958**	**958**	**842**	**732**	**708**	**628**	**620**	**540**	**540**	**510**	**490**

Role	2028						TOTAL HOURS	2024 HOURLY RATE	2025 HOURLY RATE	2026 HOURLY RATE	2027 HOURLY RATE	2028 HOURLY RATE	TOTAL COST
Role	Jan	Feb	Mar	Apr	May	June							
PRE-CONSTRUCTION (Covered under Phase 1)													
Project Manager/Structure Representative							180	$376.00	$376.00	$391.04	$406.68	422.95	$ 67,680.00
Resident Engineer							382	$260.00	$260.00	$270.40	$281.22	292.46	$ 99,320.00
Technical Support							120	$315.00	$315.00	$327.60	$340.70	354.33	$ 37,800.00
Assistant Structures Representative							80	$230.00	$230.00	$239.20	$248.77	258.72	$ 18,400.00
Assistant Resident Engineer							120	$230.00	$230.00	$239.20	$248.77	258.72	$ 27,600.00
Supplemental Structures Inspector/MSE Wall							0	$218.00	$218.00	$226.72	$235.79	245.22	$ -
Supplemental Roadway Inspector							0	$218.00	$217.00	$225.68	$234.71	244.10	$ -
Office Engineer							200	$115.00	$115.00	$119.60	$124.38	129.36	$ 23,000.00
Grant Funding Support							16	$200.00	$200.00	$208.00	$216.32	224.97	$ 3,200.00
Utilities Coordinator/Inspector							192	$218.00	$217.00	$225.68	$234.71	244.10	$ 41,776.00
Scheduler							0	$290.00	$290.00	$301.60	$313.66	326.21	$ -
Inspector Utilities							0	$218.00	$217.00	$225.68	$234.71	244.10	$ -
Inspector (Electrical/Traffic Signal)							0	$175.00	$175.00	$182.00	$189.28	196.85	$ -
PRE-CONSTRUCTION SUBTOTAL							**1290**						**$ 318,776.00**
CONSTRUCTION													
Project Manager/Structure Representative	8	8	8				1984	376.00	376.00	391.04	406.68	422.95	$ 760,574.58
Resident Engineer	120	120	120				6056	260.00	260.00	270.40	281.22	292.46	$ 1,627,207.46
Technical Support							1540	315.00	315.00	327.60	340.70	354.33	$ 490,220.64
Assistant Structures Representative							3798	230.00	230.00	239.20	248.77	258.72	$ 889,879.94
Assistant Resident Engineer	172	172	172				6536	230.00	230.00	239.20	248.77	258.72	$ 1,560,000.81
Supplemental Structures Inspector/MSE Wall							636	218.00	218.00	226.72	235.79	245.22	$ 138,648.00
Supplemental Roadway Inspector							2288	218.00	217.00	225.68	234.71	244.10	$ 502,134.53
Office Engineer	150	150	150				6184	115.00	115.00	119.60	124.38	129.36	$ 735,994.11
Grant Funding Support	8	8	8				304	200.00	200.00	208.00	216.32	224.97	$ 63,094.07
Utilities Coordinator/Inspector							3804	218.00	217.00	225.68	234.71	244.10	$ 835,703.46
Scheduler	4	4	4				292	290.00	290.00	301.60	313.66	326.21	$ 87,477.21
Inspector Utilities							560	218.00	217.00	225.68	234.71	244.10	$ 122,214.40
Inspector (Electrical/Traffic Signal)							892	175.00	175.00	182.00	189.28	196.85	$ 159,527.20
Principle Surveyor							196	$285.00	$285.00	$296.40	$308.26	320.59	$ 57,067.49
Associate Project Surveyor							304	$182.00	$182.00	$189.28	$196.85	204.73	$ 56,276.15
Party Chief							868	$195.00	$195.00	$202.80	$210.91	219.35	$ 172,880.45
Chain Person							868	$170.00	$170.00	$176.80	$183.87	191.23	$ 150,716.29
CONSTRUCTION MANAGEMENT SUBTOTAL	**462**	**462**	**462**	**0**	**0**	**0**	**37110**						**$ 8,409,616.78**
PROJECT CLOSEOUT													
Principal-In-Charge				40	24	12	76	376.00	376.00	391.04	406.68	422.95	$ 32,144.11
Resident Engineer				120	80	80	280	260.00	260.00	270.40	281.22	292.46	$ 81,890.10
Technical Support							0	315.00	315.00	327.60	340.70	354.33	$ -
Assistant Structures Representative							0	230.00	230.00	239.20	248.77	258.72	$ -
Assistant Resident Engineer				40			40	230.00	230.00	239.20	248.77	258.72	$ 10,348.75
Office Engineer				120	120	100	340	115.00	115.00	119.60	124.38	129.36	$ 43,982.18
Grant Funding Support				12			12	200.00	200.00	208.00	216.32	224.97	$ 2,699.67
Utilities Coordinator/Inspector							0	218.00	217.00	225.68	234.71	244.10	$ -
Scheduler				40			40	290.00	290.00	301.60	313.66	326.21	$ 13,048.42
Inspector (Electrical/Traffic Signal)							0	175.00	175.00	182.00	189.28	196.85	$ -
PROJECT CLOSEOUT SUBTOTAL	**0**	**0**	**0**	**372**	**224**	**192**	**788**						**$ 184,113.24**
TOTAL	**462**	**462**	**462**	**372**	**224**	**192**	**39188**						**$ 8,912,506.02**

Direct Expenses		
Field Office		$ 226,000.00
Field Surve Expenses		$ 7,884.43
Lodging (Note 6)		$ 15,000.00
Project Video Streaming Camera (Note 8)		$ 45,000.00
Estimated Overtime costs (Note 4)		$ 125,000.00
DIRECT EXPENSES SUB-TOTAL		**$ 418,884.43**

Sub Consultants			
Materials Testing & Technical Resource	NV5		$ 1,211,067.00
Public Outreach Phase	Fountainhead (FH)		$ 250,500.00
Environmental/Archeological Monitoring	Rincon Consulting		$ 234,387.00
SWPPP Compliance	Rincon Consulting		$ 265,526.18
Source Inspection (girders, MSE)	ZTC		$ 429,888.78
Oil Well logging/monitoring	Padre		$ 18,325.00
Estimated RR Flagging (note 7)	Rail Pros		$ 556,800.00
SUB CONSULTANTS SUBTOTAL			**$ 2,966,493.96**

PROJECT TOTAL	**$ 12,297,884.41**

Notes:

1. Monthly hours for construction inspectors are based upon eight-hour working days for a project duration of 780 working days.
2. Construction Management/Inspection hours for the utility relocation are based on the information provided and estimated for the work
3. Prevailing Wage rates subject to PW adjustments per DIR.
4. An estimated amount was plugged in for OT hours.Should OT hours be required due to contractor's schedule or UPRR or City requirements, non-exempt employees are subject to OT (charged at regulare rate x 1.5, 2.0, respectively).
5. No consideration for delays due to weather, CCO's, and R/W delays. Additional days beyond estimated 780 working days may affect overall hours/cost.
6. Lodging and meal allowance are based on the current Caltrans per deim rates.
7. UPRR flagging costs based on 350 working days. This may be more or less depending upon contractor's actual schedule.
8. Project video camera cost assumes no more than 2 streaming camera for the duration of the project
9. Escalation will be in accordance with the RFP requirements (based on CPI).

ZTC (Source Inspection)			
Title	Total hours	Rate	Total Cost
Principal Engineer	72	$258.68	$18,624.96
Project SMR	355	$204.22	$72,498.10
Project Quality Engineer	148	$149.76	$22,164.48
Lead QA Inspector	115	$195.37	$22,467.55
QA Concrete Inspector	700	$148.79	$104,153.00
QA Steel Inspector/NDT	400	$150.36	$60,144.00
QA Coating Inspector	324	$157.59	$51,059.16
ODC - Travel			$38,748.75
ODC - Specialized Testing			$40,028.78
ZTC cost subtotal			**$429,888.78**

NV5 (Materials Testing, Technical Resource)			
Title	Total hours	Rate	Total Cost
Refer to Attached Cost Proposal /Fee Schedule for Materials Testing			$1,211,067.00
NV5 cost subtotal			**$1,211,067.00**

Fountainhead (Public Outreach)			
Title	Total hours	Rate	Total Cost
Project Manager/PIO Liason	1090	$130.00	$141,700.00
Community Outreach Rep	730	$80.00	$58,400.00
Graphics Designer	210	$90.00	$18,900.00
Misc. Services (see breakdown)		$31,500.00	$31,500.00
Fountainhead cost subtotal			**$250,500.00**

Rincon Consulting (Environmental/Archeological Monitoring)			
Title	Total hours	Rate	Total Cost
Principal	56	$307.00	$17,192.00
Sr. Supervising Archaeologist II	77	$292.00	$22,484.00
Archaeologist II	324	$174.00	$56,376.00
Archaeologist I	799	$155.00	$123,845.00
GIS/CADD Specialist I	4	$150.00	$600.00
Direct Expenses			$13,890.00
Rincon cost subtotal	**1260**		**$234,387.00**

Rincon Consulting (SWPPP Compliance)			
Title	Total hours	Rate	Total Cost
Director	35	$318.00	$11,130.00
Senior Environmental Scientist II		$264.00	$0.00
Senior Environmental Scientist I	147	$246.00	$36,162.00
Environmental Scientist V	1	$238.00	$238.00
Environmental Scientist IV	120	$218.00	$26,160.00
Environmental Scientist III	495	$203.00	$100,485.00
Environmental Scientist II	194	$180.00	$34,920.00
GIS/CAD Specialist II	5.5	$173.00	$951.50
Clerical	41	$111.00	$4,551.00
Direct Expenses			$50,928.68
Rincon cost subtotal	**1038.5**		**$265,526.18**
Rincon Total			**$499,913.18**

Padre (Oil Well Logging/Monitoring)			
Title	Total hours	Rate	Total Cost
Principle Professional II	20	$220.00	$4,400.00
Principle Professional	40	$190.00	$7,600.00
Staff Professional	40	$100.00	$4,000.00
GIS/CAD Specialist	10	$100.00	$1,000.00
Word Processing/Technical Editor	5	$85.00	$425.00
Truck	10 (days)	$90.00	$900.00
Padre cost subtotal			**$18,325.00**

Rail Pros (UPRR Flagging)				
Title	Total days	Total hours	Rate	Total Cost
Standard 8 hr day	350		$1,018.00	$356,300.00
Overtime rate per hour		800	$135.00	$108,000.00
Night, Weekend, holiday 8 hr day	60		$1,285.00	$77,100.00
Overtime rate per hour after 8 hrs		100	$154.00	$15,400.00
RR Coordinator		100	$225.00	$22,500.00
Rail Pros cost subtotal				**$556,800.00**

Note: Rates are representative for the first 2 years of the contract start date. After initial 2 years, Rates are subject to annual escalation in accordance with the Consumer Price Index (CPI).

June 26, 2024

MNS Engineers, Inc.
201 N. Calle Cesar Chavez Ste. 300
Santa Barbara, Ca. 93103

ATTENTION: Greg Chelini P.E. email: gchelini@mnsengineers.com

SUBJECT: **Proposal for Quality Assurance (QA) Acceptance Testing Services, City of Oxnard Rice Avenue/Fifth Street/State Route 34 Grade separation over Union Pacific Railroad Project, Oxnard, California**

NV5 is pleased to submit this proposal for the referenced project. NV5 will provide Caltrans-certified inspectors and technicians per the applicable sections of City of Oxnard Quality Assurance Plan (QAP) and project plans and specifications.. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate	Site Visits	Rate		Units	Total
In Place Density Testing-Embankment Fill, Structure Backfill, Subgrade & Asphalt Concrete (AC)					
Caltrans Soil Technician III	230	$ 138	hr	1800	$ 248,400
Nuclear Gauge		$ 42	dy	230	$ 9,660
Field Vehicle		$ 68	dy	230	$ 15,640
Trip charge (mileage)		$ 40	ea	230	$ 9,200
Asphalt Concrete (AC) Batch Plant Inspection					
Caltrans Soil-Asphalt Technician III	80	$ 138	hr	640	$ 88,320
Field Vehicle		$ 68	dy	80	$ 5,440
Trip charge (mileage)		$ 40	ea	80	$ 3,200
Reinforcement-Structural Steel Sampling					
Caltrans-Soil-Asphalt Technician III	15	$ 138	hr	120	$ 16,560
Field Vehicle		$ 68	dy	15	$ 1,020
Trip charge		$ 40	ea	15	$ 600
Tensile test (rebar) #9, #10, #11 D		$ 144	ea	15	$ 2,160
Tensile test (rebar) #14, #18 D		$ 238	ea	10	$ 2,380
Rebar Mechanical Coupler (Tension) Test (up to #11 bar) D		$ 256	ea	10	$ 2,560
Miscellaneous Rebar and Mechanical Coupler Testing-estimated		$ 10,000	ea	1	$ 10,000
Portland Cement Concrete (PCC) Sampling and Testing					
Caltrans-ICC-ACI Technician III	200	$ 138	hr	1600	$ 220,800
Field Vehicle		$ 68	dy	200	$ 13,600
Trip charge (mileage)		$ 40	ea	200	$ 8,000
Portland Cement Concrete (PCC) Batch Plant Inspection					
Caltrans Soil-Asphalt Technician III	100	$ 138	hr	800	$ 110,400
Field Vehicle		$ 68	dy	100	$ 6,800
Trip charge (mileage)		$ 40	ea	100	$ 4,000

Scope of Work and Cost Estimate	Site Visits	Rate		Units		Total
Laboratory Testing						
Embankment Fill, Structure Backfill and Material Qualification						
Caltrans Relative Compaction (Wet Density) – CTM 216		$ 324	ea	100	$	32,400
Max Density-Opt. Moisture 4 inch		$ 250	ea	15	$	3,750
Max Density-Opt. Moisture 6 inch		$ 308	ea	15	$	4,620
Sand Equivalent		$ 134	ea	20	$	2,680
R Value		$ 350	ea	5	$	1,750
Sieve Analysis		$ 155	ea	20	$	3,100
Cleanness Test – ASTM D4740, CTM 227 A		$ 144	ea	20	$	2,880
PCC Production Start Up, Aggregate Prequalification and Production						
Sand Equivalent		$ 134	ea	100	$	13,400
Sieve Analysis		$ 155	ea	100	$	15,500
LA Rattler		$ 238	ea	10	$	2,380
Durability Index		$ 238	ea	10	$	2,380
Cleanness Test – ASTM D4740, CTM 227 A		$ 144	ea	100	$	14,400
Specific Gravity-Fine		$ 144	ea	10	$	1,440
Specific Gravity-Coarse		$ 123	ea	10	$	1,230
Concrete Compression 6x12 Cylinder		$ 32	ea	1200	$	38,400
Concrete Compression Cylinder Pick Up		$ 20	hr	100	$	2,000
AC Production Start Up, Aggregate Prequalification						
Sand Equivalent		$ 134	ea	15	$	2,010
Sieve Analysis		$ 155	ea	15	$	2,325
Ignition Oven Correction Factor		$ 760	ea	5	$	3,800
LA Rattler		$ 238	ea	5	$	1,190
Aggregate Moisture Content		$ 39	ea	5	$	195
Flat and Elongated Particles		$ 208	ea	5	$	1,040
Fine Aggregate Angularity		$ 194	ea	5	$	970
% Crushed Particles		$ 183	ea	5	$	915
RAP-Extraction, % Bitumen & Sieve Analysis (oven)		$ 204	ea	2	$	408
RAP-Specific Gravity		$ 123	ea	2	$	246
RAP-Specific Gravity		$ 123	ea	2	$	246
HMA Theoretical Max		$ 232	ea	2	$	464
Bulk Specific Gravity (Gyratory)		$ 436	ea	2	$	872
Air Void Content		$ 308	ea	2	$	616
Voids in Mineral Content		$ 150	ea	2	$	300
Dust Proportion		$ 200	ea	2	$	400
Hamburg Wheel Track		$ 1,735	ea	2	$	3,470
Moisture Susceptibility		$ 2,155	ea	1	$	2,155
AC Production Testing						
Asphalt Binder Content		$ 204	ea	30	$	6,120
Sieve Analysis		$ 155	ea	30	$	4,650
Sand Equivalent		$ 134	ea	30	$	4,020
LA Rattler		$ 238	ea	30	$	7,140
Cleanness Test – ASTM D4740, CTM 227 A		$ 144	ea	30	$	4,320

Scope of Work and Cost Estimate	Site Visits	Rate		Units		Total
Durability Index		$ 238	ea	30	$	7,140
Aggregate Moisture Content		$ 39	ea	30	$	1,170
Flat and Elongated Particles		$ 208	ea	30	$	6,240
Fine Aggregate Angularity		$ 194	ea	30	$	5,820
% Crushed Particles		$ 183	ea	30	$	5,490
RAP-Extraction, % Bitumen & Sieve Analysis (oven)		$ 204	ea	30	$	6,120
RAP-Specific Gravity		$ 123	ea	30	$	3,690
HMA Theoretical Max		$ 232	ea	30	$	6,960
Bulk Specific Gravity (Gyratory)		$ 436	ea	10	$	4,360
Air Void Content		$ 308	ea	30	$	9,240
Voids in Mineral Content		$ 150	ea	30	$	4,500
Dust Proportion		$ 200	ea	30	$	6,000
Hamburg Wheel Track		$ 1,735	ea	10	$	17,350
Moisture Susceptibility		$ 2,155	ea	5	$	10,775
Ignition Oven Correction Factor		$ 760	ea	5	$	3,800
Sand Equivalent		$ 134	ea	30	$	4,020
Sieve Analysis		$ 155	ea	30	$	4,650
Cleanness Test – ASTM D4740, CTM 227 A		$ 144	ea	30	$	4,320
Project Coordination, Data Review, Meeting attendance, Consultation and Reporting						
Principal Engineer/Geologist/Consultant		$ 225	hr	100	$	22,500
Senior Engineer/Geologist/Consultant		$ 200	hr	150	$	30,000
Construction Services Manager		$ 195	hr	400	$	78,000
				Total Base Bid	**$**	**1,211,067**

Assumptions:

1 Estimated inspection and testing time includes round-trip travel to site. Field time is billed portal to portal from our Ventura office. For this project, travel time is estimated to be 20 minutes each way.

2 Our services will be provided on an on-call, time-and-materials basis at the direction of the MNS Engineers, Inc. (MNS). Since NV5 does not control the contractor's schedule, cost estimates given prior to the beginning of construction are made in good faith based on our experience with similar projects. Our estimates may not coincide with the actual construction duration or contractors productivity, nor reflect the final scope of our work. MNS staff will have control over the frequency of our site visits and testing, and ultimately the fee for our services.

3 Prevailing Wage and Overtime Rates apply if applicable.

4 Inspection and testing callouts will be 2, 4, 6 or 8 hour minimum daily charges.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Ed Sullivan
Construction Services Manager

Scott Moors, CEG 1901
Vice President

NV5 WEST, Inc.
1868 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com

2024 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

1. Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

2. Turn-Around-Time - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

3. Project Setup – A $225 fee applies for setup and administration of On-Call agreements and contracts less than $3,500.

4. Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancelation after field personnel have been dispatched will be charged a 4-hour minimum charge.

5. Minimum Charges – A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.

6. Overtime Rates - Rates are based on an 8-hour workday between 7:00 a.m. and 4:00 p.m., Monday-Friday. Work outside of these hours or in excess of 8 hr/day or 40 hr/wk will be charged at 1.5 times the listed rates. Work over 12 hours in 1 day or work on Sundays or holidays will be charged at 2.0 times quoted rates. Night / Special Shift work is charged a 1.5 times normal rate unless a full week's work (5 days) is scheduled.

7. Holidays - New Year Day, Memorial Day, Independence Day, Labor Day, Veteran

8. Travel – Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

9. Per Diem – Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

10. Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be invoiced for scheduling, management, & report review.

11. Expenses / Drillers-CPT / Subcontractors - Cost plus 15%.

12. Prevailing Wage – Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.

13. Sample Disposition – Unless previously arranged, all samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee – typically $5/mo per ring/tube sample, $10/mo AC box, $15/mo bulk.

14. Certified Payroll – A $45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

15. Escalation – Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule. Updated Fee Schedules will be published annually and become effective January 1.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

		Standard
A. Professional Staff		
1 Principal Engineer/Geologist/Consultant		$ 225
2 Senior Engineer/Geologist/Consultant (PE, CEG)		$ 200
3 Project Engineer/Geologist/Consultant		$ 165
4 Sr. Staff Engineer/Geologist/Consultant		$ 158
5 Staff Engineer/Geologist/Consultant		$ 145
6 Construction Services Manager		$ 195
7 Project Manager		$ 185
B. Technical Staff	Prevailing Wage	Standard
1 ICC Special Inspector I / Soil-Asphalt-ACI Technician I	$ 128	$ 100
2 ICC Special Inspector II / Soil-Asphalt-ACI Technician II	$ 132	$ 110
3 ICC Special Inspector III/Soil-Asphalt-ACI Technician III	$ 138	$ 120
4 AWS Certified Welding Inspector I	$ 132	$ 105
5 AWS Certified Welding Inspector II	$ 138	$ 115
6 Roofing/Waterproofing Inspector I	$ 128	$ 105
7 Roofing/Waterproofing Inspector II	$ 138	$ 115
8 NDT Technician I (UT/Mag Part./Dye Pen.)	$ 128	$ 104
9 NDT Technician II (UT/Mag Part./Dye Pen.)	$ 138	$ 115

	Prevailing Wage	Standard
C. Public Works/DSA/OSPHD Inspection		
1 Project Inspector / OSHPD IOR A, DSA PI I	$ 130	$ 120
2 Project Inspector / OSHPD IOR B, DSA PI II	$ 145	$ 136
3 Project Inspector / OSHPD IOR C, DSA PI III	$ 165	$ 152
4 DSA Masonry / Shotcrete Inspection I	$ 128	$ 111
5 DSA Masonry / Shotcrete Inspection II	$ 138	$ 127

D. Sample Pickup, Delivery, Storage & Mileage	
Sample Pickup/Delivery(>25mi. radius of Lab) + applicable unit price/hr	$ 84
1 Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	$ 125
2 Mileage / Trip Charge – Field Vehicle (per mile, $35/day min. charge)	$ 0.75
3 Mileage – Coring Truck (per mile)	$ 0.85
4 Vehicle – Field Truck 2WD (per day)	$ 68
5 Vehicle – Field Truck 4WD (per day)	$ 89

E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)		
1 Machine, truck & 1 operator (accessible flatwork only)	$ 245	$ 218
2 Machine, truck & operator & helper	$ 360	$ 326
3 Coring Bit Charge (per inch)		$ 3.65

F. Support Staff & Special Services	
1 Laboratory Technician	$ 140
2 Certified Payroll Admin.(per project, per week)	$ 50
3 Court Appearance and Depositions (hourly, 4 hr min)	$ 460
4 Clerical	$ 80
5 Special Inspection Verified Report (SIVR/VR, each)	$ 326
6 Laboratory / Geotech. Verified Rpt (DSA 291/293 – Test only, each)	$ 540
7 Combined Lab Verified Report (DSA 291 – Tests & Inspections, each)	$ 700
8 DSA 5 SI (Inspector Qualifications, each)	$ 95

II. MATERIALS AND EQUIPMENT

A. Equipment	
1 Air Meter (Concrete).per day	$ 63
2 Asphalt Patch (cold patch / cutback) – per bag	$ 50
3 Calibrated Hydraulic Ram (Pull test).per day	$ 110
4 Ceiling Wire Dead-Weight Equip..per day	$ 188
5 Coating Thickness Gauge.per day	$ 131
6 Concrete Slab Moisture Emission Kit / RH Probe (ea.)	$ 100
7 Floor Flatness (plus labor – 4hr min).per day	$ 665
8 Durometer Gauge (Shore A/D), per day	$ 68
9 Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)/day	$ 575
10 Generator (Portable).per day	$ 109
11 Ground Penetrating Radar (GPR) – (plus labor–4 hr min)/day	$ 460
12 Hardness Gauge (Brinell, Rockwell).per day	$ 141
13 Non-Shrink High-Strength Grout (per bag).per day	$ 58
14 Nuclear Density Gauge.per day	$ 42
15 Pachometer (Rebar) Survey Equipment.per day	$ 115
16 Peristaltic Groundwater Sampling Pump.per day	$ 250
17 Portable Generator.per day	$ 105
18 Scaffold – Portable.per day	$ 131
19 Schmidt Hammer.per day	$ 89
20 Skidmore Wilhelm.per day	$ 246
21 Torque Wrench (Large, >100 ft-lb), per day	$ 100
22 Torque Wrench (Small), per day	$ 32
23 Ultrasonic / Mag. Particle Equipment & Consumables.per day	$ 89

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A. Soils - Geotechnical

1	Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 [B]	$ 224
2	Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 [E]	$ 392
3	Collapse – ASTM D4546 [B]	$ 193
4	additional Load Increment (Consol./Collapse) – per pt.	$ 75
5	Direct Shear, remolded sample – ASTM D3080 [D]	$ 342
6	Direct Shear, undisturbed (ring) sample – ASTM D3080 [D]	$ 288
7	Expansion Index – ASTM D4829 [B]	$ 248
8	Moisture & Dry Density (ring samples) A	$ 27
9	Organic Content by Oven Burn-off – ASTM D2974 [B]	$ 262
10	pH (soil) – ASTM D4972 [C]	$ 44
11	Resistivity – ASTM G57 [C]	$ 69
12	Resistivity (Minimum) – CTM 643 [C]	$ 183
13	Soil Classification – ASTM D2488 – Visual-Manual [A]	$ 53
14	Soluble Chloride (soils) [C]	$ 93
15	Soluble Sulfate (soils) [C]	$ 93
16	Unconfined compression on prepared specimens [C]	$ 162

B. Particle Size Analysis

(listed fees are for standard ASTM C33 sieve stack, special sieves by quote)

1	Sand Equivalent – ASTM D2419, CTM 217 [A]	$ 134
2	Sieve #200 wash only – ASTM D1140, CTM 202 [A]	$ 111
3	Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) [A]	$ 122
4	Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) [A]	$ 155
5	Hydrometer w/ Fine Sieve – ASTM D422, CTM 203 [B]	$ 248
6	Hydrometer w/ Fine & Coarse Sieve – ASTM D422, CTM 203 [B]	$ 282

C. Moisture Density Relationship

1	Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 [A]	$ 250
2	Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 [A]	$ 308
3	Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 [A]	$ 366
4	Maximum Density Checkpoint (4 in. mold) [A]	$ 110
5	Caltrans Relative Compaction (Wet Density) – CTM 216 [A]	$ 324

D. Aggregate, Soil & Rock

1	Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 B	$ 238
2	Absorption, sand or gravel – ASTM C127, C128 B	$ 68
3	California Bearing Ratio (CBR) with expansion – ASTM D1883 C	$ 795
4	Clay lumps and friable particles, per primary size–ASTM C142 C	$ 127
5	Cleanness Test – ASTM D4740, CTM 227 A	$ 144
6	Crushed particles, per primary size C (listed fees are for standard ASTM C33 sieve stack, special sieves by quote)	$ 183
7	Durability Index ($120 per size fraction) – CTM 229 A	$ 238
8	Flat & Elongated Particles (per bin size) – ASTM D4791 C	$ 208
9	Lightweight pieces, per size fraction – ASTM C123 C	$ 444
10	Moisture determination (aggregate samples) A	$ 39
11	Mortar making properties of Sand ASTM C87 D	$ 428
12	Organic Impurities – ASTM C40, CTM 213 B	$ 107
13	Petrographic Analysis of Gravel – ASTM C295 (single grading) [E]	$ 550
14	Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) [E]	$ 940
15	Potential Reactivity Test – ASTM C289 Chemical Method D	$ 550
16	Potential Reactivity – ASTM C227 Mortar Bar Method (3 month) E	$ 865
	Each additional month	$ 131
17	Potential Reactivity Test – ASTM C1260 Rapid Method E	$ 695
18	Potential Reactivity – ASTM C1293 Mortar Bar w/ Pozz (12 m) E	$ 1,770
	Extend to 24-months add (C1293 requires Sp.Grav. & Unit Wgt)	$ 890
19	Potential Reactivity Test – ASTM C1567 Rapid-Cement Combo E	$ 840
20	'R' Value – ASTM D2844, CT 301 (Treated material by quote) B	$ 350
21	Specific gravity w/ absorption - coarse – ASTM C127, CTM 206)B	$ 123
22	Specific gravity w/ absorption - fine – ASTM C128, CTM 207)B	$ 144
23	Sulfate Soundness, 5 cycle test per primary size – ASTM C88 D	$ 404
24	Thermal Resistivity of Soil (including 1 proctor curve)	$ 1,140
25	Uncompacted Void Content of Fine Aggregate – AASHTO T304 B	$ 194
26	Unit weight – ASTM C29	$ 81

E. Lime Treatment / Soil Cement / CTB Tests

1	Lime Treatment: pH by Eades & Grim – ASTM D62676 [B]	$ 400
2	Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 B	$ 486
3	Lime Treatment: Compressive Strength (ea) – ASTM D5102 B	$ 122
4	Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed B	$ 454
5	Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed C	$ 340
6	Soil Cement – Wet-Dry Durability – ASTM D559 E	$ 1,085
7	Soil Cement – Freeze-Thaw Durability – ASTM D560 E	$ 1,270
8	Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 A	$ 144
9	Soil Cement – Compressive Strength - ea sample – ASTM D1633 A	$ 133
10	Cement Treated Base (CTB), compact & cure (3 samples) [E]	$ 486
11	Cement Treated Base – Compression (ea)	$ 121
12	Cement Treated Base – Stability (3)	$ 580

F. Rip Rap / Rock Slope Protection / Dimensional Stone

1	Rock Gradation D (hourly engineering charge - per quote)	
2	Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 D	$ 144
3	Durability – CTM 229 D	$ 306
4	Percentage Wear – ASTM C131 D	$ 260
5	Compressive Strength – ASTM C170 D	$ 155
6	Water Absorption & Density – ASTM C97 (3 required) D	$ 98
7	Modulus of Rupture – ASTM C99 D	$ 168
8	Flexural Strength – ASTM C880 D	$ 190
9	Sulfate Soundness, 5 cycle test per primary size – ASTM D5240 D	$ 486
10	Sample Preparation *(cutting/crushing/processing-1 hr min)* /hr	$ 214

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A. Cement

1	Grab sample (CCR Title 24) includes 1 year storage	$ 84
2	Compression Test – High Strength Grout 2" cube – ASTM C109	$ 69

B. Concrete

1	Concrete compression: 6x12 cylinder – ASTM C39 A	$ 38
2	Concrete compression: 4x8 cylinder – ASTM C39 A	$ 32
3	Concrete cylinder p/up: 6x12 (>25mi. radius of Lab add hrly p/up rate)	$ 25
4	Concrete cylinder p/up: 4x8 (>25mi. radius of Lab add hrly p/up rate)	$ 18
5	Concrete cylinder mold (w/ lid - spare)	$ 13
6	Concrete core compression test – ASTM C42 C	$ 86
7	Concrete Trial Batch (includes 6 compression tests)	$ 975
8	Concrete Mix Design Review (excludes testing & revisions)	$ 306
9	Concrete mix proportion revision	$ 214
10	Density of Lightweight Struct. Concrete (ASTM C567 -Equil)C	$ 240
11	Drying shrinkage – ASTM C157 (set of 3, 5 ages) E	$ 630
12	End preparation of cores, diamond sawing, per cut	$ 25
13	Flexural beam p/up (>25mi. radius of Lab add hrly p/up rate)	$ 53
16	Flexural strength, 6"x6" beam – ASTM C78 & C293 A	$ 98
17	Shotcrete/Gunite core compression test (not including coring)	$ 63
18	Coring of Shotcrete/Gunite panel in laboratory, each core	$ 75
19	Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	$ 94
20	Lab Trial Batch, not including specimen tests - ASTM C192	
21	Lightweight. insulating concrete compress, 4 req. – ASTM C495	$ 98
22	Lightweight insulating concrete – unit weight (oven dry)	$ 123
23	Modulus of elasticity, 4"x8" cylinder – ASTM C469 D	$ 314
24	Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	$ 63
25	Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) E	$ 1,200
26	Poisson's Ratio on 6"x12" cylinders – ASTM C469 [D]	
27	Splitting Tensile – ASTM C496 D	$ 230
28	Thermal Resistivity – Concrete - FTB	$ 1,150

C. Masonry

1	Absorption - brick, 5 required – ASTM C67 D	$ 89
2	Absorption - masonry unit, 3 required – ASTM C140 D	$ 69
3	Compression, brick, 5 required – ASTM C67 D	$ 58
4	Compression - masonry core C	$ 65
5	Compression - masonry prisms 8"x 8" – ASTM C1314 D	$ 204
6	Compression - masonry unit, 3 required – ASTM C140 D *(requires absorption & unit wt. tests for net area)*	$ 105
7	Dimensions – masonry unit, 3 required D	$ 63
8	Compression test, grout specimens	$ 47
9	Compression test, mortar specimens	$ 47
10	Diamond sawing of masonry specimens, if required (minimum)	$ 34
11	Linear shrinkage, masonry unit, set of 3 – ASTM C426 E	$ 570

2024 NV5 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

Masonry (continued)

12	Masonry Unit Acceptance Tests – ASTM C140 D *(includes absorption, compression, dimensions, unit weight)*	$ 715
13	Mortar Aggregate Ratio – ASTM C780 (A4)B	$ 400
14	Modulus of rupture, brick, 5 required – ASTM C67 D	$ 134
15	Moisture content - masonry unit (as received),3 req'd– ASTM C140 D	$ 58
16	Relative Mortar Strength - CTM 515 D	$ 518
17	Sample Pickup – Grout, Mortar (per specimen)	$ 37
18	Sample Pickup – Masonry Prism (per specimen)	$ 94
19	Shear test on masonry core – CBC 2105A.4B	$ 133
20	Tensile test on masonry block	$ 518
21	Unit weight, masonry unit, 3 required – ASTM C140 D	$ 69
22	Veneer Shear Test – ASTM C482 D (5 required)	$ 230
23	Visual Examination & Photo-Document Core – CBC 2105A.4 B	$ 58

D High Strength Bolts

1	DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) D	$ 382
2	Bolts – proof load (non-DSA) D	$ 53
3	Bolts – ultimate load D	$ 75
4	Bolts – hardness D	$ 41
5	Nuts – proof load D	$ 53
6	Nuts – hardness D	$ 41
7	Washers – hardness D	$ 41

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1	Calibration Certificates	*Per Quote*
2	Density of Sprayed Fireproofing	$ 131
3	Jobsite Trailer or Mobile Laboratory	*Per Quote*
4	Universal Testing Machine (Hourly)	$ 262
5	Ground Rod Test (plus travel)	$ 262

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1	Processing mill certification (each size & heat)	$ 30
2	Rockwell or Brinell Hardness, average of three readings	$ 42
3	Zinc coating, each item (includes Haz Mat Fee) C	$ 248

B Reinforcing Steel

1	Deformations, reinforcing steel C	$ 69
2	Pre-stress, strand or wire, tensile & elongation D	*Per Quote*
3	Proof test on post-tension assembly	*Per Quote*
4	Bend Test (rebar) C	$ 75
5	Tensile test (rebar), up to & including #8 C	$ 75
6	Tensile test (rebar) #9, #10, #11 D	$ 144
7	Tensile test (rebar) #14, #18 D	$ 238
8	Rebar Mechanical Coupler (Tension) Test (up to #11 bar) D	$ 256

C Structural Steel

1	Cutting & machining charges	*cost plus 15%*
2	Bend test, structural, all sizes	$ 89
3	Tensile test, ≤ ¾" cross-section (cutting & machining extra)*	$ 100
4	Tensile test, > ¾" cross-section (cutting & machining extra)*	$ 152

** Tensile & Yield by Percent Offset add $105*

VII. ASPHALT & ASPHALTIC CONCRETE

A Emulsions And Slurry Seals

1	Consistency test – ASTM D3910 A	$ 111
2	pH determination B	$ 88
3	Residue by Evaporation – T59, CT330, D6934 A	$ 167
4	*Solids content by evaporation and ignition extraction (slurry) A*	$ 288
5	Wet Track Abrasion – ASTM D3910 (prep. not included) A	$ 186

B Asphaltic Concrete, Aggregate And Mixes

1	Air Voids – ASTM D3203, T269 (does not include max.)	$ 308
2	Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 A	$ 288
3	Coring of asphaltic concrete – See Section E Diamond Coring Extraction, % bitumen and sieve analysis	
4	*Ignition Oven Method – CTM 382, 202 A*	$ 204
5	Solvent Extraction Method – ASTM D2172 B	$ 376
5	Film stripping – CTM 302 C	$ 194
6	Gyratory Compaction, 6" specimen, Lab Mix* – AASHTO T312 B	$ 418
7	Gyratory Compaction, 6" specimen, Plant Mix* – AASHTO T312 B	$ 360
8	Gyratory Compaction- ARHM, 6" specimen, Plant Mix* – AASHTO T312 B * Add $115 for Asphalt Rubber	$ 715
9	Hamburg Wheel Track – AASHTO T324 B	$ 1,735
10	Ignition Oven Correction Factor – CTM 382 B	$ 760
11	Marshall – Preparation & Compaction A	$ 244
12	Marshall - Stability and flow (core) – ASTM D6927 A	$ 152
13	Marshall - Stability and flow (bulk) – ASTM D6927 B	$ 382
14	Marshall - Specific Gravity – ASTM D2926 A	$ 268
15	Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 A	$ 232
16	Moisture content – ASTM D-1461 A	$ 132
17	Recovery of Extracted Asphalt (extraction only) - ASTM D5404 D	$ 292
18	Recovery of rubber from ARHM extraction D	$ 366
19	Specific gravity of core – ASTM D2726 A	$ 69
20	HVEEM Stabilometer test on premixed sample – CTM 366 A	$ 218
21	Stabilometer test and mising of sample B	$ 466
22	Surface Abrasion – CTM 360 C	$ 610
23	Resistance to Moisture Induced Damage – T-283 D	$ 2,155
24	Resistance to Moisture Induced Damage – CT 371 D	$ 3,085

A,B,C,D,E

Standard Laboratory Turn-Around-Times:

(where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

AASHTO R18
ACCREDITED LABORATORY

FOUNTAIN HEAD

CITY OF OXNARD

RICE AVENUE / FIFTH STREET / STATE ROUTE 34 GRADE SEPARATION OVER UNION PACIFIC RAILROAD TRACKS

PUBLIC RELATIONS / COMMUNITY OUTREACH SERVICES – CONSTRUCTION PHASE

COST PROPOSAL – July 10, 2024

	Construction Phase (3-Year)*	Total Hours*	Billing Rate	Total
Project Manager/ Public Relations-Community Outreach Liaison	1,090	1,090	$ 130.00	$ 141,700.00
Community Outreach Representative	730	730	$ 80.00	$ 58,400.00
Graphics Designer	210	210	$ 90.00	$ 18,900.00
			Subtotal Construction Management:	**$ 219,000.00**

ODCS	Services	Total
Minuteman Press	Printing	$ 5,000.00
Walkingman Service	Physical Distribution	$ 5,000.00
Constant Contact	Marketing Eblast System	$ 1,500.00
Mileage	Meeting Attedance & Outreach to Area	$ 7,500.00
VoiceNation	Dedicated 800#	$ 2,600.00
Textedly	Dedicated Text Service	$ 1,300.00
Community Meetings (3)	Venue Fee	$ 2,100.00
Community Meetings (3)	Refreshments	$ 1,500.00
Office Supplies	Office Supplies	$ 5,000.00
	Subtotal Subconsultants:	**$ 31,500.00**
	Total Cost	**$ 250,500.00**

Notes:

- Hours and ODCs are projected based on a 3-year project duration, 17-20 major construction activities, and biweekly construction.

RINCON CONSULTANTS, INC.
24-16443 Rice Avenue Grade Separation
Cost Estimate

Environmental / Archaeological Monitoring	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1 ESA/AMA Awareness Training		7.00	1,587.00	0.00	1,587.00
Principal	307.00	1.00	307.00		
Sr. Supervising Archaeologist II	292.00	2.00	584.00		
Archaeologist II	174.00	4.00	696.00		
Task 2 ESA/AMA Delineation and Inspections		136.00	24,638.00	3,690.00	28,328.00
Principal	307.00	2.00	614.00		
Sr. Supervising Archaeologist II	292.00	6.00	1,752.00		
Archaeologist II	174.00	128.00	22,272.00		
Vehicle Day Rate				3,690.00	
Task 3 Native American Monitoring Subconsultant		410.00	64,980.00	0.00	64,980.00
Principal	307.00	4.00	1,228.00		
Sr. Supervising Archaeologist II	292.00	6.00	1,752.00		
Archaeologist I	155.00	400.00	62,000.00		
Task 4 Archaeological Monitoring		415.00	66,455.00	10,200.00	76,655.00
Principal	307.00	5.00	1,535.00		
Sr. Supervising Archaeologist II	292.00	10.00	2,920.00		
Archaeologist I	155.00	400.00	62,000.00		
Standard Field Package				5,700.00	
Vehicle Day Rate				4,500.00	
Task 5 Weekly Memoranda		247.00	53,560.00	0.00	53,560.00
Principal	307.00	40.00	12,280.00		
Sr. Supervising Archaeologist II	292.00	45.00	13,140.00		
Archaeologist II	174.00	160.00	27,840.00		
GIS/CADD Specialist I	150.00	2.00	300.00		
Task 6 Final Archaeological Monitoring Report		46.00	9,432.00	0.00	9,432.00
Principal	307.00	4.00	1,228.00		
Sr. Supervising Archaeologist II	292.00	8.00	2,336.00		
Archaeologist II	174.00	32.00	5,568.00		
GIS/CADD Specialist I	150.00	2.00	300.00		

RINCON CONSULTANTS, INC.
24-16443 Rice Avenue Grade Separation
Cost Estimate

Stormwater/Groundwater/Hazardous Material Compliance	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 7 Stormwater Pollution Prevention Plan Development and Amendment (Optional, Not Included in cost)		68.00	15,324.00	90.00	15,414.00
	318.00	6.00	1,908.00		
Director	264.00	4.00	1,056.00		
Senior Environmental Scientist II	246.00	22.00	5,412.00		
Senior Environmental Scientist I	203.00	24.00	4,872.00		
Environmental Scientist III	173.00	12.00	2,076.00		
GIS/CAD Specialist II				90.00	
Vehicle Day Rate					
Task 8 SWPP Compliance Monitoring and Reporting		752.50	153,011.00	21,300.00	174,311.00
	318.00	20.50	6,519.00		
Director	246.00	90.00	22,140.00		
Senior Environmental Scientist I Environmental	218.00	120.00	26,160.00		
Scientist IV	203.00	292.00	59,276.00		
Environmental Scientist III	180.00	194.00	34,920.00		
Environmental Scientist II	111.00	36.00	3,996.00		
Clerical				19,440.00	
Vehicle Day Rate				1,860.00	
Water Quality Equipment					
Task 9 Groundwater to Surface Water Dewatering Permit NOI (Optional)		56.00	12,541.00	90.00	12,631.00
	318.00	5.00	1,590.00		
Director	246.00	16.00	3,936.00		
Senior Environmental Scientist I Environmental	203.00	32.00	6,496.00		
Scientist III	173.00	3.00	519.00		
GIS/CAD Specialist II				90.00	
Vehicle Day Rate					
Task 10 Groundwater Dewatering Monitoring		208.00	44,146.50	29,448.68	73,595.18
	318.00	7.50	2,385.00		
Director	246.00	30.00	7,380.00		
Senior Environmental Scientist I Environmental	203.00	168.00	34,104.00		
Scientist III	111.00	2.50	277.50		
GIS/CAD Specialist II				1,440.00	
Vehicle Day Rate				1,824.00	
Standard Field Package				25,604.68	
Chemistry Lab (Weck/FGL)				580.00	
ABC (Toxicity)					
Task 11 Hazardous Materials Monitoring		22.00	4,744.00	90.00	4,834.00
	318.00	2.00	636.00		
Director	246.00	11.00	2,706.00		
Senior Environmental Scientist I Environmental	238.00	1.00	238.00		
Scientist V	203.00	3.00	609.00		
Environmental Scientist III	111.00	5.00	555.00		
Clerical				90.00	
Vehicle Day Rate					
Project Total		**2,299.50**	**435,094.50**	**64,818.68**	**499,913.18**

Source Inspection Scope *												
Item No.	Item Description	Sub. Items	Inspection Type	Inspection Hours	Approx. Testing Budget	Testing Components	Prob. Source Location **	Estimated Travel Hours	Approx. Travel Budget	Engineering/Lead Hours	Engineering Function	Approx. Cost per Item
	Bar Reinforcing Steel (Bridge)	Welded Hoops #7 5'-2" Hoops QTY: ~945	QA Sampling & Verification Testing	32	$ 8,640	Welded Hoops	California (Fresno or San Bernardino)	8	$ 600	8	Submittal Review - Testing Coordination	**$ 16,815.22**
	Headed Bar Reinforcement	Headed Bars #10 Headed Bars	QA Sampling & Verification Testing	16	$ 1,440	Headed Bars	California (Fresno or San Bernardino)	16	$ 600	8	Submittal Review - Testing Coordination	**$ 8,421.48**
	20" CISS Pile Caps Welding	Steel Pipe Piles	CWI Inspection	40	$ -	-	California	16	$ 1,200	40	WQCP review, shop drawing review, Weld Coordination, Preweld meeting, and welding inspection coordination	**$ 17,588.83**
	30" Steel Pipe Piles @ Bents	Epoxy Coated Bars #6 Epoxy Coated Bars	QA Testing	16	$ 2,000	Epoxy Coated Bars	California, Utah, or Nevada	16	$ 2,400	8	Submittal Review - Testing Coordination	**$ 10,781.48**
	Structural Concrete (Bridge) Abutment 1 (QTY: 14) Abutment 5 (QTY: 14)	Bearing Pads One Size: 20" x 12" x 3"	QA Testing	0	$ 2,250	Bearing Pads	Texas or Nevada	0	$ -	8	Submittal Review - Testing Coordination	**$ 3,856.53**
	Joint Seal (MR = 1 1/2") *Only if Type B Joint Seeal is used	Type B Joint Seal	QA Testing	0	$ 2,250	Type B Joint Seal	Ohio or New York	0	$ -	8	Submittal Review - Testing Coordination	**$ 3,856.53**
	Furnish Precast Prestressed Concrete Wide-Flange Girder (70'-80') Total of 28 Girders - Expected 1 Girder per day - 2 days pre and 2 days release - Total 40 days	Strands	Sampling, testing, and releasing strands	16	$ 3,200	Prestressing Strands	Stockton	16	$ 1,200.00	8	Submittal Review - Fabrication support - testing coordination, test report review	**$ 10,781.48**
		Precast Girders	Precast Inspection by PCI II	320	$ -	-	California - Shafter, Antioch, Lathrop	48	$ 10,500.00	60	PCQCP review, shop drawing review, mix design review, precast coordination, pre-precast meeting	**$ 77,460.91**
	Furnish Precast Prestressed Concrete Wide-Flange Girder (120'-130') Total of 28 Girders - Expected 1 Girder per day - 2 days pre and 2 days release and travel - Total 40 days	Strands	Sampling, testing, and releasing strands	16	$ 3,200	Prestressing Strands	Stockton	16	$ 1,200.00	8	Submittal Review - Fabrication support - testing coordination, test report review	**$ 10,781.48**
		Precast Girders	Precast Inspection by PCI II	320	$ -	-	California - Shafter, Antioch, Lathrop	48	$ 10,500.00	60	PCQCP review, shop drawing review, mix design review, precast coordination, pre-precast meeting	**$ 77,460.91**
	Electrical Items Lighting System Signal And Lighting System	Poles & Arms 24-4-100 (QTY: 1) Type 2 (QTY: 1) 15TS (QTY: 3) 19-3-100 (QTY: 1) 61-5-100 (QTY: 1)	CWI Inspection	24	$ -	N/A	Oklahoma or Nebraska	16	$ 2,400	16	Submittal Review - Fabrication support	**$ 11,581.75**
		Structural Fasteners - Anchor Rods 2 1/4" x 42" 1 1/2" x 42" 3" x 60"	QA Sampling & Verification Testing	16	$ 2,840	Anchor Bolts (F1554)	California	16	$ 1,200	8	Submittal Review - Fabrication support	**$ 10,421.48**
		Structural Fasteners - High Strength Bolts	QA Sampling & Verification Testing	16	$ 2,130	High Strength Bolts (A325)	Oklahoma or Nebraska	16	$ 200	8	Submittal Review - Fabrication support	**$ 8,711.48**
		Service Cabinets Type III-CF Service Equipment Enclosure	QA Inspection	8	$ -	N/A	California	0	$ 200	8	Submittal Review - Fabrication support	**$ 3,000.27**
		LEDs & Luminaires	QA Verification	0	$ -	LED Verification	California	0	$ -	8	Submittal Review - Fabrication support	**$ 1,606.53**

Source Inspection Scope *

Item No.	Item Description	Sub. Items	Inspection Type	Inspection Hours	Approx. Testing Budget	Testing Components	Prob. Source Location **	Estimated Travel Hours	Approx. Travel Budget	Engineering/Lead Hours	Engineering Function	Approx. Cost per Item
	Electrical Items Signal And Lighting System (CITY) Modifying Signal and Lighting System (CITY)	Poles & Arms City Street Lights City Decorative Pedestrian Poles	COUNTY SCOPE	0	$ -	N/A	Oklahoma or Nebraska	0	$ -	0	Submittal Review - Fabrication support	$ -
		Structural Fasteners - Anchor Rods	QA Sampling & Verification Testing	16	$ 2,840	Anchor Bolts (F1554)	California	16	$ 1,200	8	Submittal Review - Fabrication support	$ 10,421.48
		Structural Fasteners - High Strength Bolts	QA Sampling & Verification Testing	16	$ 2,130	High Strength Bolts (A325)	Oklahoma or Nebraska	16	$ 200	8	Submittal Review - Fabrication support	$ 8,711.48
		Service Cabinets Model 332 Controller Cabinet BBS Cabinet Type III-BF Service Enclosure	COUNTY SCOPE	0	$ -	N/A	California	0	$ -	0	Submittal Review - Fabrication support	$ -
		LEDs & Luminaires		0	$ -	LED Verification	California	0	$ -	0	Submittal Review - Fabrication support	$ -
	Electrical Items Lighting System (County) Electric Service for Irrigation (County)	Poles & Arms County Street Lights County Decorative Pedestrian Poles	COUNTY SCOPE	0	$ -	N/A	Oklahoma or Nebraska	0	$ -	0	Submittal Review - Fabrication support	$ -
		Structural Fasteners - Anchor Rods	QA Sampling & Verification Testing	16	$ 2,840	Anchor Bolts (F1554)	California	16	$ 1,200	8	Submittal Review - Fabrication support	$ 10,421.48
		Structural Fasteners - High Strength Bolts	QA Sampling & Verification Testing	16	$ 2,130	High Strength Bolts (A325)	Oklahoma or Nebraska	16	$ 200	8	Submittal Review - Fabrication support	$ 8,711.48
		Service Cabinets Type III-CF Service Equipment Enclosure	COUNTY SCOPE	0	$ -	N/A	California	0	$ -	0	Submittal Review - Fabrication support	$ -
		LEDs & Luminaires		0	$ -	LED Verification	California	0	$ -	0	Submittal Review - Fabrication support	$ -
	MSE Pannels	Precast Pannels 6,300 SF ~ 252 Pannels ~ 20 days inspection	Precast Inspection by PCI II	160	$ -	Precast Pannels	California or Utah	0	$ 2,000	40	PCQCP review, shop drawing review, mix design review, precast coordination, pre-precast meeting	$ 33,907.41
	Traffic Signal Pedestal	Structural Fasteners - Anchor Rods	QA Sampling & Verification Testing	16	$ 710	Anchor Bolts (F1554)	California	16	$ 1,200	8	Submittal Review - Fabrication support	$ 8,291.48
		Welded Hoops #6 4'-2" Hoops QTY: ~80	QA Sampling & Verification Testing	16	$ 1,440	Welded Hoops	California (Fresno or San Bernardino)	16	$ 600	8	Submittal Review - Testing Coordination	$ 8,421.48

SIQMP Engineering Works For 36 Months Duration

Item No.	Item Description	Inspection Hours	Approx. Testing Budget	Testing Components	Prob. Source Location	Estimated Travel Hours	Approx. Travel Budget	Engineering Hours	Engineering Function	Approx. Cost per Item
N/A	SIQMP Preperation and Approval, Revisions, and Addendums	0	$ -	N/A	N/A	0	$ -	50	Submitting SIQMP to Caltrans and responding to comments + 4 Addendums	$ 10,040.84
N/A	Typical SMR work such as response ding to QAF-3101 and issuing 28/608 forms during the course of project, Resolving NCRs, attend construction meeting, etc.	0	$ -	N/A	N/A	0	$ -	144	Misc. SMR work for average of 4 hour per month	$ 28,917.62
N/A	Caltrans Monthly SIQMP Summary Report	0	$ -	N/A	N/A	0	$ -	72	Preparing monthly SIQMP report for duration of the project average 2 hours per month	$ 14,458.81
N/A	Caltrans METS quarterly IQA audit and response to audit	0	$ -	N/A	N/A	0	$ -	72	Caltrans Quarterly IQA audits - 8 hours for duration of each audit	$ 14,458.81

Total Hours	**1096**				**328**		**690**	**Total Cost**	**$ 429,888.78**
Total Cost	**$ 163,541.95**	**$ 40,040**			**$ 48,943.21**	**$ 38,800**	**$ 138,563.61**	**Based on regular rate**	

ZTC Hourly Rate	**Engineering Average Regular hourly rate**	**200.82 $/hr**
	Source Inspection Average Regularly hourly rate	**149.22 $/hr**

*	**These cost estimates are not intended to be lump sums or guaranteed costs.**
**	**Material source location will be set by the Prime Contractor and their subs.**

padre associates, inc.
ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

July 9, 2024
Proposal No. 2401-2751

MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, California 93103

Attention: Mr. Greg Chelini, PE
Vice President and Principal Construction Manager

Subject: Oil Well Abandonment and Raising Oversight – City of Oxnard Construction Management Services – Rice Avenue/Fifth Street/State Route 34 Grade Separation over Union Pacific Railroad Tracks

Dear Mr. Chelini:

Padre Associates, Inc. (Padre) appreciates the opportunity to respond to the Request for Information dated June 26, 2024, regarding oil well abandonment and raising oversight for the City of Oxnard Construction Management Services – Rice Avenue/Fifth Street/State Route 34 Grade Separation over Union Pacific Railroad Tracks. The requested information is summarized below.

Firm Profile

Padre is a multidisciplinary consulting firm serving a diverse clientele including industry and private enterprises, as well as public agencies in the fields of environmental sciences and geoenvironmental services. We pride ourselves in providing our clients with high-quality, timely and cost-effective consulting services that always meet or exceed their requirements and expectations. Padre is a partnership that was established in 1996 and is headquartered in Ventura, California. We have additional offices located in San Luis Obispo, Sacramento, and Bakersfield. Our staff consists of about 70 professionals. Padre provides a broad range of environmental and geoenvironmental services for large scale regional projects to small scale localized projects. We also have civil engineering, geotechnical engineering and GIS capabilities in-house to support projects under our primary service areas. Our capacity to provide vertically integrated project-related services provides our clients with continuity, efficiency and value.

Team Members

The resumes for Padre team members Mr. Jerome K. Summerlin, C.E.G., C.Hg. and Mr. Ryan M. Zukor, P.G. are attached.

Relevant Experience

Padre is currently teamed with Driltek, Inc. in support of the Northern District Multi-Well Plug and Abandonment, Facilities Decommissioning, Restoration and Related Services project under contract with the California Department of Conservation, Geologic Energy Management Division. The scope of services includes oversight and management of well abandonment and facility abandonment activities, as well as review of historical documentation and preparation of Phase I Environmental Site Assessment documents.

Under contract with the California State Lands Commission and in coordination with Driltek, Inc., Padre supported the oil well and facility abandonment activities at the Rincon Island Facility and Onshore Facility including California Environmental Quality Act (CEQA) evaluation of the facility decommissioning activities and preparation of an Environmental Impact Report (EIR).

References

Chevron U.S.A. Inc.
Mr. Toby E. Self
tobyself@chevron.com
(661) 201-9207

Chevron U.S.A. Inc.
Mr. Chris McGonigal
coql@chevron.com
(661) 319-3034

Cost Proposal and Rate Sheet

Padre Associates, Inc. 2024 Standard Fee Schedule is attached. The estimated cost for the proposed scope of services is summarized below.

Principal Professional II	20	hours @	$220	$4,400
Principal Professional	40	hours @	$190	$7,600
Staff Professional	40	hours @	$100	$4,000
GIS/CAD Specialist	10	hours @	$100	$1,000
Word Processing/Technical Editor	5	hours @	$85	$425
Truck	10	days @	$90	$900
			Total Estimated Cost:	**$18,325**

padre associates, inc.
ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

Closing

Padre appreciates the opportunity to assist MNS with this project. Please contact the undersigned with any questions (805) 644-2220, ext. 434 or rzukor@padreinc.com.

Sincerely,
PADRE ASSOCIATES, INC.

Ryan M. Zukor, P.G.
Principal

Jerome K. Summerlin, C.E.G., C.Hg.
President

JKS:RMZ:av

Enclosures

2024 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	$	220/hr.
Principal Professional	$	190/hr.
Senior Professional II	$	170/hr.
Senior Professional	$	160/hr.
Project Professional II	$	135/hr.
Project Professional	$	125/hr.
Staff Professional II	$	115/hr.
Staff Professional	$	100/hr.
Senior Technician (Non-Prevailing Wage)	$	95/hr.
Senior Technician (Prevailing Wage)	$	115/hr.
Technician (Non-Prevailing Wage)	$	85/hr.
Technician (Prevailing Wage)	$	110/hr.
Senior GIS/CAD Specialist	$	115/hr.
GIS/CAD Specialist	$	100/hr.
Drafting	$	80/hr.
Word Processing/Technical Editor	$	85/hr.

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $450 per hour.

OTHER DIRECT CHARGES

Subcontracted Services		Cost Plus 15%
Outside Reproduction		Cost Plus 15%
Travel, Subsistence, and Expenses		Cost Plus 15%
Vehicle	$	90/day
Photoionization Detector	$	120/day
Nuclear Density Gauge	$	85/day
Automobile Mileage	$	0.85/mile

[External] Re: Rice Avenue Grade Separation

DP
David Pohle <david.pohle@railpros.com>
To Sterling Cooper; Anne Miller
Cc Darrin Pock; Greg Chelini

Reply | Reply All | Forward

Wed 6/19/2024 2:57 PM

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

RailPros charges a daily rate which includes an 8-hour on-site workday, mobilization, and Per Diem costs. Our services are billed for the Contractor in Charge's (CIC's) time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the CIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows for work performed on, over or under Union Pacific ROW:

Standard Workday:	
Standard 8-hour day	$1,018.00
Overtime rate per hour after 8 hours	$135.00
Nights, Weekends, and Holidays:	
Standard 8-hour day	$1,285.00
Overtime rate per hour after 8 hours	$154.00

In the event of cancellation, if RailPros Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to UP.Info@RailPros.com.

This quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

J. David Pohle
Manager of CIC Operations (UPRR Western Region)
RAILPROS
Rail isn't a part of our business, it IS our business.
1320 Greenway Drive | Suite 490 | Irving | TX | 75038
Direct:682.238.9179
david.pohle@railpros.com | www.railprosfs.com | www.railpros.com

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS Engineers, 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.

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 and CG 2037).**

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, 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.

10/24

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

Rev. 10/24 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

Rev. 10/24 INS-A.doc

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 MNS Engineers, Inc.)

RESTRICTED GRANT AGREEMENT
(Caltrans and CITY of Oxnard)

Continued on next page

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 _____
FOR Ferdinand A. Batatan
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

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS Engineers, Inc.)

FEDERAL & STATE FUNDING - CALTRANS PROJECTS

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

☒ 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).]

☐ B. Right of Way

☒ C. Surveys

☒ CONSULTANT has the responsibility for performing preliminary or construction surveys.

☐ 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 following _____.
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.

☒ 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.

☒ 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.

☒ 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

ALL services must be completed by 2029 to receive funding from State grant sources.

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. 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.

C. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

D. 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: City of Oxnard, Debbie O'Leary, 300 West Third Street, Oxnard California 93030.

E. 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.

F. The total amount payable by CITY shall not exceed $12,298,039.51

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.

☒ **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 subconsultant*s* 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

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 MNS Engineers, 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 MNS Engineers, 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.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and MNS Engineers, Inc.)

IRAN CONTRACTING CERTIFICATE
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 institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of in the State of

Agreement 32500217 with MNS Engineers, Inc. for Construction Management Services for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47

City Council
October 29, 2024

Debbie O'Leary
Transportation Planner

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with MNS Engineers, Inc. in the amount of $12,298,039.51 with a term from October 29, 2024, to October 29, 2029, for construction management services for Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

BACKGROUND

This project will construct a new six-lane bridge over the Railroad tracks and intersection of Rice Avenue, Fifth Street, and State Route 34.

The project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing. The project will also relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.



DISCUSSION

Due to the complexity of the project including the construction of a new grade separated bridge with embankments, retaining walls, utility relocations, roadways, traffic signals, and other appurtenant work, the City requires a highly-qualified construction management team to oversee the contractors work.

Expert knowledge of Caltrans regulations and specifications is also required since this project is fully funded through state and federal grants and is within the state right-of-way along State Route 34. The team will work closely with Caltrans project managers, structural engineers, and inspectors who will oversee work within state right-of-way.

DISCUSSION

The City advertised for construction management firms meeting these qualifications on May 16, 2024, and all proposals were due August 26, 2024.

The Public Works City Engineer, Transportation Planner, Senior Inspector, and prior County of Ventura Project Manager evaluated proposals for completeness, qualifications, understanding of the scope of work, and experience managing both grade separation and state-funded projects.

The City received three proposals that were deemed complete and responsive. MNS Engineers, Inc. was selected as the most qualified firm.

Staff has confirmed that MNS Engineers, Inc. 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.

DISCUSSION

The selection of MNS Engineers, Inc. was based in part on the following:

- Highly qualified licenced team members
- Extensive management experience of
  - grade separation projects
  - state right of way projects
  - high-cost projects
- Knowledge of the Caltrans specifications
- Knowledge of state funding requirements
- Prior success on the Rice/101 Interchange
- Dedicated local presence

The team of over 30 professionals is shown on the next slide.



DISCUSSION

Team Organization

CITY OF OXNARD

Project Manager/Structural Representative
Greg Chelini, PE

Resident Engineer
Arturo Infante, PE

KEY STAFF COMMITMENT

The key team members shown in this section (🔑) are committed and available for this Project and will not be replaced without prior authorization from the City

CONSTRUCTION MANAGEMENT AND INSPECTION TEAM

STRUCTURES
Assistant Structural Representative
Garrett Hilton, CPII, ACI
Supplemental Construction Inspectors
John Stage, ACI
Phil Major
Kevin Smith, EIT

ROADWAY
Assistant Resident Engineer
Michael McFadden, EIT
Supplemental Construction Inspectors
Joe Scholle
Salvadore Valdovinos
Daniel Ortega, ACI
Sergio Avila

UTILITIES
Utility Coordinator
Chris Cox
Utility Inspector
Donald Spates, CPII

ENVIRONMENTAL MITIGATION
Environmental and Archaeology Leads
Chris Duran
Ken Victorino

TECHNICAL RESOURCES
Technical Resource Leads
Taylor Merlo, PE
Thom Fresquez, PE
Michael Dipsia, PE, QSD/QSP
Gary Cavafian

SUPPLEMENTAL RESOURCES AND SPECIAL INSPECTION

SURVEY
Construction Surveyors
Fred Tice, PLS
Hector Perez

PUBLIC OUTREACH
Public Outreach Coordinators
Claudia Mejia
Chloe Lee

OFFICE ENGINEER/LABOR COMPLIANCE
Linda Flores

MATERIALS TESTING
Materials Testing Lead
Ed Sullivan

IAP TESTING (Optional)
Materials Testing Lead
Rob Downs

ELECTRICAL INSPECTION
Electrical Inspector
Gabriel Flores

SWPPP
Stormwater Manager
Caitlyn Teague, QISP, QSD/P, CPSWQ

OIL/GAS
Principal Geologist
Ryan Zukor, PE

SOURCE INSPECTION
Principal Engineer
Farzad Tasbihgoo, PhD, PE, CQA, CWI, PCI III
Derick Hobbs, EIT, CQA, ACI 1, PCI 2

GRANT ADMINISTRATION
Grant Writing Manager
Greg Jaquez, PE

RAILROAD FLAGGING
Railroad Leads
David Pohle
Sterling Cooper

LEGEND MNS · Earth Systems · Fountainhead · NV5 · Padre · RailPros · Rincon · V&A · ZTC · Key

Estimated Project Schedule:

Fall 2024	1. Construction Contract Award 2. Construction Management Contract Award *Current item 3. Construction Design Support Contract Award
Winter 2024	Contractor begins the material submittal approval process (100 days)
Spring 2025	Site work begins (780 working days)
Summer 2028	Construction is complete

FINANCIAL IMPACT

- The total cost for this agreement shall not exceed $12,298,039.51 for construction management services on the Rice Avenue/Fifth Street/Route 34 Grade Separation Project.

- There is sufficient budget available in this Project (C1301) in the Capital Outlay Fund (301), funded from the State & Local Grant Fund (210), to cover the cost of this agreement.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: October 29, 2024

TO: City Council

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

SUBJECT: Seventh Amendment to Agreement A-8094 with HDR, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Seventh Amendment with HDR, Inc. in the amount of $1,938,398.28, for a new not to exceed contract value of $11,816,253.53 to perform engineering design support during construction for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

(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/gJPBvPSQBIs

BACKGROUND

This item pertains to engineering design support services during construction for the Rice Avenue/Fifth Street Grade Separation (Project). The construction contract and construction management services contract are recommended for award through separate agenda items at the October 29, 2024, Council Meeting.

The Project will construct a new six-lane bridge on Rice Avenue in order to grade-separate the Fifth Street/State Route 34 intersection and railroad crossing. The new facility will be aligned approximately 250 feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The Project will include a connector road, two new traffic signals, traffic signal improvements at Sturgis Road, Class II on-street bicycle lanes, sidewalks, and ADA improvements. The California Public Utilities Commission prioritizes this Project on the Grade Separation Priority List as it will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists, and trains at the Union Pacific Railroad crossing. The Project will also relieve congestion, reduce emissions, and facilitate commerce by improving access to the Port of Hueneme.

Capital Improvement Program (CIP) Reference:

Project No. **C1301** – Rice Avenue & Fifth Street Railroad Grade Separation PW 18-47 - CIP 2025-2029 - Adopted June 4, 2024 – Page 119.

DISCUSSION

The City Council approved Agreement A-8094 with HDR, Inc. (formally WKE, Inc.) on July 24, 2018, and six subsequent Amendments to provide Plans, Specifications and Estimates (PS&E) for the Project. Now that the PS&E phase is complete, the City requested HDR, Inc. to provide engineering design support services during the bidding and construction phase for the Project. Due to the size and complexity of the work, retaining the engineering designer of

record is critical. HDR, Inc. will provide support during the bid, construction, and close out phases, primarily responding to requests for information from the contractor and construction management firm. In doing so they will clarify the project plans, studies and data, as well as provide any new or redesign required. A detailed scope of work for the Seventh Amendment is described in Exhibit A-7 of the agreement.

The total estimated cost of the PS&E as well as the design support for the bidding and construction phase of the project is $11,816,253.53.

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 this Amendment with HDR shall not exceed $1,938,398.28 for a total not to exceed agreement value of $11,816,253.53 for PS&E and design support during bidding and construction on the Rice Avenue/Fifth Street/Route 34 Grade Separation Project. There is sufficient project budget available (C1301) in the Capital Outlay Fund (301), funded from the State and Local Grant Fund (210), to cover the cost of this agreement.

For Finance Use Only: Capital Outlay Fund (Org. 3013102 Obj. 49300/53200); State and Local Grant Fund (Org. 2101001 Obj. 59800) Project C1301

COMMITTEE OUTCOME

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

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

ATTACHMENTS

1. A-8094 7th Amendment - HDR
2. A-8094 Agreement with Amendments 1-5 - WKE
3. A-8094 Assignment and Assumption
4. A-8094 6th Amendment - HDR
5. Presentation

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This seventh Amendment ("Seventh Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 29 day of October, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and HDR Engineering Inc., previously WKE, Inc. ("Consultant"). This Seventh Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement has previously been amended on June 4, 2019, by a First Amendment, on April 21, 2020, by a Second Amendment, on July 6, 2021, by a Third Amendment, on November 16, 2021, by a Fourth Amendment, on May 3, 2022, by a Fifth Amendment, and on July 5, 2023, by a Sixth Amendment.

City and Consultant agree as follows:

1. The second date in Section 12 of the Agreement is hereby amended to "October 29, 2029."

2. The reference of the Agreement, Exhibits A, A-1, A-2, A-3, A-4, and A-5 to add Exhibit A-6, which is attached hereto and incorporated herein by this reference.

3. In Section 14(a) of the Agreement, the figure "$9,877,855.25," is deleted and hereby replaced by the figure, "11,816,253.53."

4. In Section 14(a) of the Agreement, Exhibits C, C-1, C-2, C-3, C-4 and C-5 are supplemented by Exhibit C-6, which is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date

☐ 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

HDR ENGINEERING INC

Anna Lantin, Vice President Date

Elizabeth C. Buell, Assistant 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-6
SCOPE OF SERVICES

May 20, 2024

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

Subject: Contract Modification to Contract No. A-8094 – MOD No. 10
Design Support Services During Construction (DSDC).
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

The preparation of Plans, Specifications and Estimate (PS&E) phase was completed on December 31, 2023, with the plans signed by Caltrans on January 15, 2024. This amendment is for services in preparation for bidding and during construction. We are requesting a start date of March 1, 2024, for this amendment, as shown on our proposal and schedule below. Our invoices would be submitted once the amendment has been fully executed by the city.

Task No.	Description – Design Support During Construction (DSDC)	Fee $
1	Construction Bidding Phase	201,892.03
2	Construction Support Phase	1,682,548.53
3	Project Close-Out	53,957.72
	Total	**$1,938,398.28**

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

Sincerely,

Carlos Cadena
Project Manager

TASK 1 – CONSTRUCTION BIDDING PHASE

1.1 Caltrans Encroachment Permit Coordination
Consultant performed additional coordination with Caltrans offices of Design and Permits to process the encroachment permits for the Rice Avenue Grade Separation Project. Consultant also assisted SCE in obtaining the encroachment permit from Caltrans, the City of Oxnard, and the County of Ventura for the relocation of the SCE overhead transmission poles to be completed prior to the start of the project construction.

1.2 PEGH Interim Early Grading Updates and Coordination with Caltrans
Consultant prepared the interim grading plans to relocate the existing stockpile within the Pegh Investments LLC property. Coordinated with Caltrans to prepare for the grading work constructed by the Caltrans contractor. Consultant also updated the Rice Avenue final PS&E plans and estimate using the proposed grading plane from the interim grading project as the basis for the PS&E design.

1.3 Santa Elena Farms Possession and Use Agreement and Water Well Relocation
Consultant coordinated with Caltrans, the City of Oxnard, and with the Santa Elena Farms property owner and engineer to facilitate the relocation and schedule of the water wells.

1.4 Santa Elena Farms Hazardous Materials Survey Coordination
Consultant coordinated with the geotechnical consultant, with the property owner, and with Caltrans to perform hazardous materials survey on the Santa Elena farms property.

1.5 CPUC GO-88B and C&M Agreement Coordination
Consultant coordinated during the allocation of $5 million from CPUC Section 190 funds. Consultant prepared documentation and attended meetings necessary for the Section 190 Allocation request.

1.6 CTC Funding Documentation
Consultant coordinated with Caltrans and the city to provide information required for the CTC allocation meeting of May 21, 2024.

1.7 Bid Package Preparation - Green Book and Caltrans Specs
Consultant assisted with the preparation of the bid package. Extensive and detailed revisions were made to the Caltrans specifications to be incorporated into the city bid package.

1.8 Continued CalGEM Coordination
Consultant continued coordination with CalGEM to complete the transfer and NOI of the Sturgis and Pfeiler oil wells.

1.9 SCE Ducts and Structures Revision
SCE has indicated that they can no longer install the ducts and structures on the project and requested it be performed by the city. This work will be included in the Rice Avenue construction and Consultant revised the Rice Avenue PS&E to include the SCE ducts and structures work.

1.10 Revisions to Include Video Detection for Temporary Traffic Signals During Construction
Consultant revised the temporary electrical plans to include video detection during construction per City of Oxnard request.

1.11 Attend Pre-Bid Meeting
Consultant will attend the Pre-Bid Meeting and assist and requested by the city.

1.12 Respond to Bidders Inquiries
Consultant will draft responses to bidders' inquiries as requested by the City's Construction Manager. Consultant will provide assistance as requested by the city.

1.13 Coordination
Consultant will coordinate with Construction Manager throughout the construction phase of the project.

TASK 2 – CONSTRUCTION SUPPORT PHASE

Consultant will work closely with Resident Engineer (RE) to assist and advise the RE to minimize construction conflicts and to expedite project completion.

Subtask 2.1 Pre-Construction Meeting Consultant

will attend the pre-construction meeting.

Subtask 2.2 Shop Drawing and Submittal Review

Consultant will review all submittals and shop drawings. The review of shop drawings will include special design retaining walls and bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer.

Subtask 2.3 Additional Drawings at Resident Engineer Requests

Consultant will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from the City is required.

Subtask 2.4 Site Visits and Attend Meetings

Consultant will visit the job site as requested by the city and the Resident Engineer.

Subtask 2.5 Respond to inquiries (RFIs) and Provide Assistance to the City

Consultant will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

Subtask 2.6 Change Order Preparation and Review, and Cost Reduction Incentive Proposal (CRIP) Reviews

Consultant will review proposed change orders, draft change order language, and make recommendations as requested by Resident Engineer.

Subtask 2.7 As-Builts

Consultant will be responsible for preparing as-builts plans, signed, and stamped by Consultant and submitted to the City and Caltrans.

Deliverables:

- As-Built plans, hard copy and electronic DGN format - 1 set.

TASK 3 - PROJECT CLOSEOUT

After construction, Consultant will provide all final construction project records in accordance with Section 5-104 of the Caltrans Construction Manual. Records will include, but not necessarily be limited to design survey records, including legible hard copies and electronic files, recorded monumentations, and post audits.

Subtask 3.1 Develop Final Record Drawing Plans

Consultant will prepare the record drawings noting any variation between the plans and the actual construction based on marked up plans provided by the Resident Engineer after completion of construction. In developing the Final record drawing PS&E, Consultant will follow all requirements specified in Sections5-104D (1) and (2) of the Caltrans Construction Manual.

Subtask 3.2 Deliver Project Files

Consultant will provide all pertinent project records to the City and Caltrans. Documents will be organized in accordance with the Caltrans Uniform Filing System.

SCHEDULE OF SERVICES

Activity	Proposed Date
A. Begin Work	March 2024
B. Advertise	May 20, 2024
C. Award	November 2024
D. Begin Construction	January 2025
E. Completion of Construction	June 2028
F. Project Close Out	December 2028

EXHIBIT C-6

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 20, 2024
Name of Proposer **HDR**			DIVISIONS/LOCATIONS Irvine, CA	
Home Office Address 3220 El Camino Real Ste 200 Irvine, CA 92602			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 610- Tasks 1 thru 3			TOTAL AMOUNT OF PROPOSAL **$1,938,398.28**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal-in-Charge	122	$138.46	$16,892.12	
Project Manager	1,188	$114.80	$136,382.40	
Discipline Lead	948	$114.42	$108,470.16	
Engineering Manager	128	$137.83	$17,642.24	
Senior Project Engineer	686	$110.22	$75,610.92	
Senior Project Engineer	80	$104.81	$8,384.80	
Senior Project Engineer 1	1,562	$77.01	$120,289.62	
Project Engineer	1,208	$77.48	$93,595.84	
Assistant Engineer	500	$65.84	$32,920.00	
CADD	864	$56.28	$48,625.92	
Administrative	120	$37.07	$4,448.40	
Labor Cost	7,406		$663,262.42	
Total Direct Labor				$663,262.42
2. Labor Overhead Rate	Rate			
	157.28%		$1,043,179.13	
				$1,706,441.55
Escalation (3%)				$51,193.25
Fully Burdened				$1,757,634.80
3. Travel*			Est. Cost ($)	
a. Transportation			$5,000.00	
		Total Travel		$5,000.00
4. Subcontractors/Suppliers**				Budget
Total Subcontractors/Suppliers (Cost to Complete)				$ -
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$175,763.48
TOTAL COST AND FEE TO COMPLETE PROJECT				**$1,938,398.28**

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

RICE AVENUE GRADE SEPARATION PROJECT
AMENDMENT NO. 10

			Principal-in-Charge	Project Manager	Discipline Lead	Engineering Manager	Senior Project Engineer	Senior Project Engineer	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	Total Hours	Cost
TASK 1 - CONSTRUCTION BIDDING PHASE															
1.1	Caltrans Encroachment Permit Coordination	**HDR**	12	10	10									32	$ 11,525.02
1.2	PEGH Interim Early Grading Updates and Coordination with Caltrans	**HDR**	14	24	16									54	$ 19,018.39
1.3	Santa Elena Farms Possesion and Use Agreement and Water Well Relocation	**HDR**	6	12	2									20	$ 7,104.40
1.4	Santa Elena Farms Hazardous Materials Survey Coordination	**HDR**	10	18	6									34	$ 12,060.80
1.5	CPUC GO-88B and C&M Agreement Coordination	**HDR**	8	18										26	$ 9,252.39
1.6	CTC Funding Documentation	**HDR**	8	12	8									28	$ 9,912.81
1.7	Bid Package Preparation - Green Book and Caltrans Specs	**HDR**	6	28	8									42	$ 14,459.83
1.8	Continued CalGEM Coordinatiion	**HDR**	8	14	8									30	$ 10,582.09
1.9	SCE Ducts and Structures Revision	**HDR**	8	18	24									50	$ 17,257.16
1.10	Revisions to Include Video Detection for Temporary Traffic Signals During Construction	**HDR**	6	12	18									36	$ 12,440.91
1.11	Attend Pre-Bid Meeting	**HDR**		6	6				6					18	$ 5,355.93
1.12	Respond to Bidders Inquiries - Provide Assistance to the City	**HDR**		56	64				18					138	$ 44,126.60
1.13	Coordination	**HDR**	36	24	16				4					80	$ 28,795.71
	SUBTOTAL - Task 1		**122**	**252**	**186**	**0**	**0**	**0**	**28**	**0**	**0**	**0**	**0**	**588**	**$ 201,892.03**
TASK 2 - CONSTRUCTION SUPPORT															
2.1	Pre-Construction Meeting	**HDR**		6	6									12	$ 4,009.03
2.2	Shop Drawings and Submittal Review	**HDR**		58	62				34	132		64		350	$ 88,032.64
2.3	Additional Drawings and Resident Engineer Requests	**HDR**		64	62		26		210	168		120		650	$ 155,220.77
2.4	Site Visits & Attend Meetings	**HDR**		112	58				98	32				300	$ 86,051.15
2.5	Respond to Inquiries (RFIs) & Provide Assistance to the city	**HDR**		492	334	128	580	80	920	680	480	520		4,214	$ 1,075,794.43
2.6	Change Order Preparation and Review, CRIP Reviews	**HDR**		112	160		80		180	116				648	$ 183,153.82
2.7	As-Builts	**HDR**		20	12				60	80	20	160		352	$ 72,319.66
Invoicing -	Progress Reports/Invoices	**HDR**											120	120	$ 12,967.01
ODCs	ODCs - Transportation	**HDR**													$ 5,000.00
	SUBTOTAL - Task 2		**0**	**864**	**694**	**128**	**686**	**80**	**1,502**	**1,208**	**500**	**864**	**120**	**6,646**	**$ 1,682,548.53**
TASK 3 - PROJECT CLOSEOUT															
3.1	Deliver Final Record Drawing Plans - As Builts/Project Records	**HDR**		36	48				16					100	$ 31,648.31
3.2	Deliver Project Files and Project Records	**HDR**		36	20				16					72	$ 22,309.41
	SUBTOTAL - Task 3		**0**	**72**	**68**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**172**	**$ 53,957.72**
TOTAL			**122**	**1,188**	**948**	**128**	**686**	**80**	**1,562**	**1,208**	**500**	**864**	**120**	**7,406**	**$ 1,938,398.28**

PRICE SUMMARY SHEET
SCHEDULE OF FEES
May 20, 2024
SCHEDULE I - HOURLY RATE SCHEDULE

Classification	Job Function		Salary Rate
Principal-in-Charge	Director	Carlos Cadena	$138.46
Project Manager	Project Management	John Ballas	$114.80
Discipline Lead	Roadway/Structures Design	Dan Weddell	$114.42
Engineering Manager	Drainage/Roadway	Michael Hynes	$137.83
Senior Project Engineer	Roadway	John Zheng	$110.22
Senior Project Engineer	Roadway Design	Mainak Dey	$104.81
Senior Project Engineer 1	Roadway Design	Henry Tong	$77.01
Project Engineer	Design	Askey Banesh	$77.48
Assistant Engineer	Roadway Design	Nathan Johnston	$65.84
CADD	CADD	Eric Gray	$56.28
Administrative	Administrative	Ceceil Cheung	$37.07

Field Overhead Rate:	
Office Overhead Rate:	157.28%
Profit:	10.0%

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

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

13. Termination

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

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

14. Compensation

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

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

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

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

15. Method of Payment

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

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

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

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

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

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

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

18. Records

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

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

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or

other written material from its subcontractors upon a request by the State Auditor and/or City.

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

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

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

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

20. Monthly or Quarterly Review

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

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

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

21. Financial System

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

22. Confidentiality of Information

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

23. Hold Harmless, Indemnity and Defense

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

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

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

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

24. Insurance

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

25. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

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

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

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

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

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

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

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

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

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

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

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

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

32. Energy Efficiency

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

33. Force Majeure

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

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

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

Code of Federal Regulation ["**CFR**"] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program ["**TCEP**"] Guidelines, Local Partnership Program ["**LPP**"] Guidelines, Solutions for Congested Corridors Program ["**SCCP**"] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

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

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

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

39. Severability

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

40. Waiver

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

41. Counterparts

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

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

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

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

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

Tim Flynn, Mayor — Date: 9/10/18

APPROVED AS TO FORM:

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

ATTEST:

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

WKE, INC.

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

Wei Koo, President — Date: 9/6/2018

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

For any contract with a corporation, the City requires the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer. If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

SCOPE OF SERVICES

Solicitation # PW18-47
City Project 133101

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

Task 1 – Project Management
Following the Notice to Proceed (NTP), Consultant will prepare and submit a detailed work plan for the project. The work plan will provide details on all the tasks and subtasks identified by the Consultant and the City of Oxnard (City) and will be utilized for reporting purposes for grant funding.

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

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

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

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

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

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

Task 1.1-1 – Coordination/Administration
Meetings with affected parties will be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, the City and Caltrans may provide direction for development of the PS&E.

Consultant will participate in the following meetings:

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

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

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

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

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

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

Following are administrative duties which will be performed by Consultant:

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

Task 1.1-2 – Work Plan

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

Deliverables:

- *Project Management Plan*

Task 1.1-3 – Project Schedule

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

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

  Task 1 – Project Management

  Task 2.1 –65% PS&E Submittal

  Task 2.2 – 95% PS&E Submittal

  Task 2.3 – 100% PS&E Submittal

  Task 2.4 – Right-of-Way Documentation and Engineering

  Task 3.1 – 65% Specifications

  Task 3.2 – 95% Specification

  Task 3.3 – 100% Specifications

  Task 4.1 – 65% Engineer's Estimate

  Task 4.2 – 95% Engineer's Estimate

  Task 4.3 – 100% Engineer's Estimate

  Task 5 – Geotechnical Investigations

Task 6 – Permitting

Task 7 – Bid and Construction Support

Major tasks should be broken down into subtasks as warranted.

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

Task 1.1-4 – Monthly Progress Reports and Invoices

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

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

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

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

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

Task 1.1-5 – Quality Assurance and Quality Control Plans

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

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

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

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

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

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

d. Maintain interface documentation, meeting notes and correspondence.

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

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

Deliverables:

- *1 electronic copy of the QA/QC Plan*

Task 2 – Plan Preparation

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

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

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

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

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

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

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

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

Task 2.1 – 65% PS&E SUBMITTAL
Task 2.1-1 – Roadway Plans
Consultant will incorporate the 35% submittal, prepared during PA/ED Phase, into the roadway plans and estimates.

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

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

Deliverables:
- *65% Project Plans*

Task 2.1-2 – Drainage Plans
Consultant will prepare a final drainage report to address the existing drainage condition and the proposed mitigation and design. This report will consider both onsite and offsite systems. Consultant will prepare drainage plans, profiles, and quantities based on the drainage report. The drainage, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. Consultant will also prepare temporary drainage plans where needed.

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

- *65% Temporary Drainage Plans*

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

Deliverables:
- *Schematic Landscape Plan*

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

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

Task 2.1-3 – Stage Construction, Detours, and TMP
Consultant will prepare stage construction traffic handling plans, and detour plans for each stage of the construction. Construction signs will follow Caltrans Standard plans and 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD) guidelines. The detour plans will consider impact to traffic circulation within local streets due to current active City projects that may be under construction during the construction of this project. Consultant will prepare Transportation Management Plan based on the traffic analysis and construction staging. Consultant will identify construction phase detours and prepare lane closure charts.

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

Task 2.1-4 – Pavement Delineation Plans
Consultant will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

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

Task 2.1-5 – Sign Plans
Consultant will prepare Sign Plans for the project area. These plans will be prepared at a 1" = 50' scale using field review data, proposed improvement plans, and available as-builts. The plans will include sign callouts, details, and quantities based upon Caltrans Plans Preparation Manual

Deliverables:

- *65% Sign Plans, Details, and Quantities*

Task 2.1-6 – Electrical Lighting, Signals
Consultant will prepare electrical plans using field review data, proposed improvement plans, and available as-builts. Caltrans symbology will be used, and the plans will conform to City and Caltrans requirements. Consultant will prepare traffic signal plans for the connector intersections on 5th Street and SR 34. The plans will be at a scale of 1" = 20' and will include the required intersection safety lighting.

Deliverables:

- *65% Traffic Signal Plan, Details, and Quantities*

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

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

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

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

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

Deliverables:

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

Task 2.1-7 – Irrigation & Planting Plans
Upon approval of the Schematic Landscape Plan, Consultant will prepare the 65% plans. The irrigation removal plans will be based on existing irrigation as-built drawings.

Deliverables:

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

Consultant will prepare 65% Irrigation Plans.

Deliverables:

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

Consultant will prepare irrigation and planting quantities sheets.

Deliverables:

- *65% Irrigation and planting Quantity Sheets*

Task 2.1-8 – Bridge Plans (Unchecked Details)
Consultant will prepare layout plans and structural details for Rice Avenue Overcrossing. Consultant will also prepare draft technical special provisions for the bridges as part of Task 3.

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

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

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

Deliverables:

- *Unchecked Structure Plans and Details*

Task 2.1-9 – Retaining Wall Plans
Consultant will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate aesthetic details for the walls.

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

Deliverables:

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

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

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

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

Deliverables:

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

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

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

Deliverables:

- *Meeting summary in a memorandum*

Task 2.1-10 – Utility Plans

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

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

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

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

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

Deliverables:

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

Task 2.1-12 – Storm Water Data Report
Consultant will prepare a Storm Water Data Report (SWDR) to address storm water quality (NPDES & Caltrans) requirements.

Deliverables:

- *65% Storm Water Data Report*

Task 2.1-13 – Constructability Review
Consultant will perform a constructability review of 65% Submittal.

Task 2.1-14 – QA/QC
Consultant will conduct Quality Assurance/Quality Control reviews on 65% Submittal based on requirements included in the QA/QC Plan.

Task 2.2 – 95% PS&E SUBMITTAL
Task 2.2-1 – Update Roadway Plans
This submittal will include comments, reviews, coordination efforts, and updated information. Consultant will update all 65% roadway plans and will provide quantity sheets with updated Special Provisions and BEES estimate per Task 3 and 4. Any Revised and/or New Standard Plans developed by Caltrans will be included with Consultant's Plan submittal. All quantities will be independently checked and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

Deliverables:

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

Task 2.2-2 – Update Drainage Plans
Consultant will update the drainage plans, water pollution control plans, temporary drainage plans, and planting plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-3 – Update Stage Construction and Detours
Consultant will update the stage construction plans, and detour plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-4 – Update Pavement Delineation Plans
Consultant will update the pavement delineation plans based on comments received from all involved agencies.

Deliverables:

- *95% Pavement Delineation Plans, Details, and Quantities*

Task 2.2-5 – Update Sign Plans
Consultant will update the sign plans based on comments received from all involved agencies.

Deliverables:

- *95% Sign Plans, Details, and Quantities*

Task 2.2-6 – Update Electrical Lighting, Signals
Consultant will update the electrical plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-7 – Update Irrigation Plans
Consultant will update the irrigation and planting plans based on comments received from all involved agencies.

Deliverables:

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

Task 2.2-8 – Update Bridge Plans
Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

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

Task 2.2-9 – Update Retaining Wall Plans
Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

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

Task 2.2-10 – Update Utility Plans
Consultant will update the utility plans and relocation plans based on comments received from all involved agencies.

Deliverables:

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

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

Task 2.2-11 – Construction Schedule
Consultant will prepare a CPM construction schedule in consultation with the City Construction Manager and Caltrans based on the estimated required working days for project construction.

Deliverables:

- *CPM Schedule*

Task 2.2-12 – Utility and ROW Update
Consultant will verify and update utility and ROW engineering data. Revisions to the Appraisal Maps will be performed by Consultant.

Deliverables:

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

Task 2.2-13 – Update SWDR
Consultant will update the Storm Water Data Report (SWDR) based on comments received from Caltrans and City.

Deliverables:

- *95% SWDR*

Task 2.2-14 – Environmental Commitment Record (ECR)
Task 2.2-14a – Environmental Commitment Record (ECR)
The Final EIR/EA include environmental commitments related to land use, air quality, biology, community, cultural resources, utilities and emergency services, traffic and transportation, hazardous waste, and climate change. Consultant will prepare, update, and maintain the environmental commitments record (ECR) and will document completion of all environmental commitments throughout the pre-construction and construction monitoring phases. Consultant will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance.

Deliverables:

- *Completed Environmental Commitments Record*

Task 2.2-14b – Environmental Mitigation
If trimming or removal of vegetation/trees or construction is conducted between February 1 and September 15, Consultant will conduct nesting bird surveys within 500 feet of the construction area to ensure any nesting birds would not be impacted by the project. Consultant will conduct pre-construction surveys no more than three days prior to the start of construction to ensure that nesting birds are not within 300 feet of the construction area (500 feet for raptors). If any nesting bird is found in or adjacent to the construction area, Consultant will coordinate with the City, as well as the appropriate regulatory agency, to develop and implement appropriate avoidance measures. Consultant will summarize the results of the surveys and any subsequent coordination in a memo format report for the project file. This scope does not include pre-construction surveys for special-status or otherwise protected species.

Deliverables:

- *Pre-construction Nesting Bird Survey Report*

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

Deliverables:

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

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

Deliverables:

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

Task 2.2-14c – Environmental Document Re-Validation
Not Included.

Task 2.2-15 – Update TMP
Consultant will update the TMP based on comments received from all involved agencies.

Deliverables:

- *95% TMP*

Task 2.2-16 – CPUC GO 88B application and Section 190 funding request
Not Included.

Task 2.2-17 – Update Drainage Report
Consultant will update the drainage report based on comments received from all involved agencies.

Deliverables:

- *95% Drainage Report*

Task 2.2-18 – Constructability Review
Consultant will perform a constructability review of 95% Submittal.

Task 2.2-19 – QA/QC
Consultant will conduct Quality Assurance/Quality Control reviews on 95% Submittal based on requirements included in the QA/QC Plan.

Task 2.3 – 100% PS&E SUBMITTAL

Task 2.3-1 – Final Roadway Plans

Consultant will submit the Final PS&E package to the City and to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. The submittal will incorporate review comments from all involved agencies and include all completed forms in the RTL Guide.

Deliverables:

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

Task 2.3-2 – Final Drainage Plans

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

Deliverables:

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

Task 2.3-3 – Final Stage Construction and Detours

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

Deliverables:

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

Task 2.3-4 – Final Pavement Delineation Plans

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

Deliverables:

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

Task 2.3-5 – Final Sign Plans

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

Deliverables:

- *Final Sign Plans, Details, and Quantities*

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

Deliverables:

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

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

Deliverables:

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

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

Deliverables:

- *Final Bridge Plans and Details*

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

Deliverables:

- *Final Retaining Wall Plans and Details*

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

Deliverables:

- *Final Retaining Wall Plans and Details*

Task 2.3-11 – Resident Engineer File
Not Included.

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

Deliverables:

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

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

Deliverables:

- *Final CPM Construction Schedule*

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

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

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

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

Deliverables:

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

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

Deliverables:

- *File Record of Survey, Caltrans Standards*

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

Deliverables:

- *Supportive Field Surveys for Record Of Survey*

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

Deliverables:

- *Appraisal Maps*

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

Deliverables:

- *Acquisition Documents*

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

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

Deliverables:

- *Legal Descriptions, Plats, and Deeds*

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

Deliverables:

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

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

Deliverables:

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

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

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

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

Task 2.4-1m – Prepare secondary appraisals
Consultant to prepare secondary appraisals based on following APNs:

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

Task 2.4-1n – Prepare Right-of-Way Requirement Maps (PD-26)
Prepare Caltrans PD-26 Documents and Exhibits in compliance with Caltrans standards for each acquisition parcel.

Deliverables:

- *PD-26 Exhibit*

Task 2.4-2 – Right of Way Acquisition
Consultant will perform right of way acquisition services for the following 11 ownerships of 18 parcels.

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

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

Task 3 –Specification Preparation

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

Deliverables:

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

Task 4 – Engineer's Estimate of Probable Cost
Consultant will prepare and submit an Engineer's Estimate of Probable Cost at the 65%, 95%, and 100% design completion. The Engineer's Estimate should indicate items that are considered non-participating to receive grant funding. The Engineer's Estimate will be submitted to the City for review and comment. The City will distribute the specifications to the County, Caltrans, and others for review and comment. The format will follow Caltrans standards.

Deliverables:

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

Task 5 –Geotechnical Investigation
The Consultant will ensure that all geotechnical conditions within the Project limits that may affect final design and construction are identified and addressed in the design of the Project. Consultant will contract with a qualified Geotechnical Engineer to prepare a Final Geotechnical Investigation Report providing recommendations for the design of structural foundations, bridges, and all retaining walls associated with the Project. The Final Geotechnical Investigation Report will provide foundation design parameters, bearing capacity, anticipated settlements, backfill requirements, trenching recommendations, compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions.

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

Task 5.1 – Geotechnical and Foundation Reports
Task 5.1a – Geotechnical Design Report (GDR)
Consultant will prepare a Geotechnical Design Report (GDR) for the project with final Log of Test Boring plan sheets for the grade separation bridge for the project in general conformance with Caltrans Guidelines for Geotechnical Design Reports, Version 1.3, dated December 2006 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft GDR for internal review by the project team. After receiving comments from the project team on the draft GDR, Consultant will review those comments, work to incorporate them, and submit a final GDR.

Task 5.1b – Percolation Testing (4 Locations)
In an effort to evaluate the ability of the near-surface soils to provide infiltration for storm water percolation, Consultant will perform bore hole infiltration tests in the willow test drill holes with infiltration test intervals planned at two to five feet and six to ten feet below grade. However, the test interval will be adjusted to a willower interval if groundwater is encountered within the current proposed test interval.

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

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

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

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

Task 5.1c – Foundation Reports for Bridges, Retaining, and Sound Wall
Consultant will prepare a final Structure Foundation Report (FR) with a final Log of Test Boring plan sheet(s) for the grade separation bridge for the project in general conformance with Caltrans Foundation Reports for Bridges, Version r1, dated February 2017 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft FR for internal review by the project team. After receiving comments from the project team on the draft FR, Consultant will review those comments, work to incorporate them, and submit a final FR for the bridge.

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

Task 5.1d – Materials Report
Consultant will prepare a Materials Report (MR) for the project for the project in general conformance with the requirements in Chapter 100 of the Caltrans Highway Design Manual. Consultant will provide a draft MR for internal review by the project team. After receiving comments from the project team on the draft MR, Consultant will review those comments, work to incorporate them, and submit a final MR for the project.

Task 5.1c – Final Geotechnical Investigation Report
Consultant will compile the data acquired from the subsurface exploration and geotechnical laboratory testing work completed for the Preliminary Foundation Report and work performed for the PA&ED design effort. Consultant will finalize the geotechnical design parameters for use in subsequent evaluations. Consultant will perform geotechnical analyses for the design-level foundation systems for the proposed bridge and retaining structures. Consultant analyses or evaluations updated from the PA&ED phase of work will consist of the following:

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

Task 5.1f – Additional Testing for Hazardous Materials
Consultant will perform two additional field sampling days and laboratory testing, as well as data evaluation and reporting to this proposal to address the additional sampling and testing tasks requested in the May 8,2018 letter from Caltrans. Consultant will perform these additional hazardous materials assessment services in support of continuing evaluation of the environmental conditions within and adjacent to the Fifth Street Caltrans right of way as part of the proposed PS&E Phase of work.

Task 5.1g – Extended Hazardous Materials Testing (For Potential Second Stage Testing)
Not Included.

Task 6 – Permitting
Task 6.1 – Permit Applications
Consultant will be responsible for preparing all encroachment permit applications for work outside the City right-of-way. This includes the County and Caltrans.

Task 6.2 – Fact Sheets
Not Included.

Task 7 – Bid and Construction Support
Not Included.

Task 7.1 – Pre-Construction Meeting
Not Included.

Task 7.2 – Partnering Workshop
Not Included.

Task 7.3 – Shop Drawing and Submittal Review
Not Included.

Task 7.4 – Additional drawings at City Request
Not Included.

Task 7.5 – Site Visits/Construction Meetings
Not Included.

Task 7.6 – Respond to Inquiries/ RFIs
Not Included.

Task 7.7 – Change Order Preparation and Review, CRIP Reviews
Not Included.

Task 7.8 – Develop As-builts and Final Record Drawing Plans
Not Included.

Task 7.9 – Deliver Project Files
Not Included.

Task 7.10 – Post Audits
Not Included.

Task 7.11 – CPUC Section 190 Reimbursement to City; & file Form G
Not Included.

Task 7.12 – Railroad 5% Mandatory Contribution Payment(s) to City
Not Included.

END OF SCOPE OF WORK

EXHIBIT B

SCHEDULE OF SERVICES

Solicitation # PW18-47
City Project 133101

PROJECT SCHEDULE

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

END OF SCHEDULE OF SERVICES

EXHIBIT C
COMPENSATION RATES

CONTRACT PRICING PROPOSAL				Page 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				of 2
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed 65% to 100% Design - Rice Avenue Grade Separation			TOTAL AMOUNT OF PROPOSAL **$5,362,125.51**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	737	$114.71	$84,541	
Discipline Lead	1,859	$98.41	$182,944	
Senior Task Manager	1,566	$88.68	$138,873	
Senior Project Engineer 2	3,350	$88.81	$297,514	
Senior Project Engineer 1	2,449	$70.63	$172,973	
Project Engineer	4,408	$48.56	$214,030	
Assistant Engineer	2,756	$32.97	$90,875	
CADD	1,236	$37.89	$46,826	
Administrative	355	$29.16	$10,352	
Labor Cost	18,716		$1,238,927	
Escalation	3%		$24,902.44	
Total Direct Labor				$1,263,830
2. Labor Overhead Rate	Rate			
	127.95%			
				$1,617,070
3. Travel*			Est. Cost ($)	
a. Transportation			$1,735	
b. Per Diem or Subsistence			$0	
Total Travel				$1,735
4. Subcontractors/Suppliers**			Est. Cost ($)	
Douglas Engineering			$0.00	
EPIC Land Solutions			$39,153.27	
Fugro Consultants, Inc			$246,747.24	
GPA Consulting			$109,261.33	
Guida Surveying, Inc			$270,936.77	
Hamner, Jewell & Associates			$181,246.90	
Kimley Horn & Associates			$552,355.67	
Kennedy/Jenks Consultants			$207,283.37	
LIN Consulting			$65,343.94	
PacRim Engineering			$301,048.62	
Tatsumi & Partners			$136,858.49	
Total Subcontractors/Suppliers				$2,110,236
5. Other Direct Costs*				$81,165
6. General & Admin. Expense (of Item No. 4)		0%		
7. Fee		10%		$288,089.99
TOTAL ESTIMATED COST AND FEE				**$5,362,125.51**
* Itemize items on second page ** Attached pricing forms for all proposed subcontractors				

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

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

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

9/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address:

Telephone: (_____)_____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature ____
(original signature required)
Telephone: (____)_____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name:
Address:
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

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

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

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

APPENDIX A TO EXHIBIT E

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

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

APPENDIX C TO EXHIBIT E

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO EXHIBIT E

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

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

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

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

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

{Include in deeds)*

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

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

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

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

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

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

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

Consultant: WKE, Inc.

Name: Carlos Cadena Title: Senior Vice President

Signature: _____ Date: 9/6/18

Name: Wai Kao Title: President

Signature: _____ Date: 9/6/2018

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

1. In Section 1 of the Agreement, **Exhibit A** is amended to include **Exhibit A-1**; attached hereto and incorporated herein.

2. In Section 14(a) of the Agreement, the figure "$5,362,125.51" is deleted and hereby amended to "$5,852,200.28."

3. In Section 14(b) of the Agreement, **Exhibit C** is amended to include **Exhibit C-1**; attached hereto and incorporated herein..

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

[Signatures on next page]

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

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

CITY OF OXNARD

Tim Flynn 6/4/19

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

WKE, INC.

5/9/19

Carlos Cadena, Date
Senior Vice President

5/9/19

Wei Koo, President Date

ATTEST:

6/4/19

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

APPROVED AS TO FORM:

5/8/19

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

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

EXHIBIT A-1

SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

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

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34
Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34
Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

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

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

Field Activities

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

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

Laboratory Analysis

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

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

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

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

Reporting

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

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

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

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

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

Field Activities

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

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

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

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

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

Reporting

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

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

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

Task 1: Re-validation Form for SCE Transmission Line

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

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

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

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

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

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

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

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

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

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

Task 3: Supplemental Cultural Resource Studies

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

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

Supplemental APE Map

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

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

Supplemental Archaeological Survey Report

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

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

Supplemental Historical Property Survey Report

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

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

Native American Consultation

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

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

Meetings and Coordination

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

Task 4: Supplemental Initial Site Assessment

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

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

Task 5: Supplemental Community Impact Assessment Memo

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

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

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

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

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

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

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

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

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

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

Task 7: Project Management & Meetings

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

Task 8: Quality Assurance/Quality Control

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

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

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

Task 1: Re-validation Form for SCE Transmission Line

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

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

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

Task 3: Supplemental Cultural Resource Studies

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

Task 4: Supplemental Initial Site Assessment

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

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

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

Task 7: Project Management & Meetings

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

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

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

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

EXHIBIT C-1

SUMMARY

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

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

SUMMARY BY FIRM

TASK	DESCRIPTION		WKE		GPA		Group Delta		Padre		TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS												
1.1	Hazardous Waste		0	$0	0	$0	1095	$113,917	0	$0	1,095	$113,917
	Suppliers/ODCs							$272,641				$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		**0**	**$0**	**0**	**$0**	**0**	**$386,558**	**0**	**$0**	**0**	**$386,558.37**
MILESTONE 2 - ENVIRONMENTAL REVALIDATION												
2.1	Re-validation Form and Technical Memos for SCE Transmission Line		12	$3,187	263	$27,027	0	$0	0	$0	275	$30,214
2.2	Re-validation Form for 95 Percent Project Design		12	$3,187	96	$8,809	0	$0	0	$0	108	$11,997
2.3	Supplemental Cultural Resource Studies		4	$1,007	0	$0	0	$0	0	$0	4	$1,007
2.4	Supplemental Initial Site Assessment		4	$1,007	0	$0	0	$0	0	$0	4	$1,007
2.5	Supplemental Community Impact Assessment Memo		4	$1,007	32	$2,995	0	$0	0	$0	36	$4,002
2.6	Agricultural Resources		4	$1,007	32	$2,995	0	$0	0	$0	36	$4,002
2.7	Project Management and Meetings		16	$4,361	120	$15,945	0	$0	0	$0	136	$20,306
2.8	Quaility Assurance/Quality Control		8	$2,097	20	$2,732	0	$0	0	$0	28	$4,829
	ODCs					$21,167						$21,167
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		**64**	**$16,860**	**563**	**$81,671**	**0**	**$0**	**0**	**$0**	**627**	**$98,531.54**
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT												
3.1	Shell Oil Wells and Pipelines Abandonment		0	$0	0	$0	0	$0	52	$4,985	52	$4,985
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		**0**	**$0**	**0**	**$0**	**0**	**$0**	**52**	**$4,985**	**52**	**$4,984.86**
	SUBTOTAL ALL MILESTONES		**64**	**$16,860**	**563**	**$81,671**	**0**	**$386,558**	**52**	**$4,985**	**679**	**$490,074.77**

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

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

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

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

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

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

GPA

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Senior Environmental Planner	Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	Cost
	Project Billing Rate (Burdened) for 1/1/18 to 12/13/19	Project Average	$265.73	$136.60	$132.88	$79.82	$74.50	$154.99	$126.68	$96.87	$83.82	$117.97		
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS														
1.2	Hazardous Materials												0	$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0		0	0	$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION														
2.1	Re-validation Form and Technical Memos for SCE Transmission Line			25	62	128				24		24	263	$27,026.69
2.2	Re-validation Form for 95 Percent Project Design				12	64				12		8	96	$8,809.27
2.3	Supplemental Cultural Resource Studies												0	$0.00
2.4	Supplemental Initial Site Assessment												0	$0.00
2.5	Supplemental Community Impact Assessment Memo				4	22						6	32	$2,995.41
2.6	Agricultural Resources				4	22						6	32	$2,995.41
2.7	Project Management and Meetings				120								120	$15,945.46
2.8	Quaility Assurance/Quality Control			20									20	$2,731.97
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	45	202	236	0	0	0	36		44	563	$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT														
3.1	Shell Oil Wells and Pipelines Abandonment												0	$0.00
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	0	0	0	0	0	0	0		0	0	$0.00
	SUBTOTAL ALL MILESTONES		0	45	202	236	0	0	0	36		44	563	$60,504.20
	SUBTOTAL Other Direct Cost													$636.91
	SUBTOTAL Subconsultants													$20,530.00
	TOTAL		0	45	202	236	0	0	0	36		44	563	$81,671.11

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

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

PADRE

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

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

2. In Section 14(a) of the Agreement, the figure "$5,852,200.28," is deleted and hereby replaced by the figure,"$8,909,080.94."

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

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

[Signatures on next page]

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

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

CITY OF OXNARD

Tim Flynn 4/21/20

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

ATTEST:

Michelle Ascencion 4/22/20

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

APPROVED AS TO FORM:

3-3-2020

Stephen M. Fischer Date
City Attorney (always required)

WKE, INC.

CEO 3/4/2020

Wei Koo, President Date

3/5/2020

Carlos Cadena, Senior Vice President Date

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

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

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

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

EXHIBIT A-2

SCOPE OF SERVICES

Agreement scope is to complete Plans, Specifications & Estimates (PS&E) of the new preferred Alternative 3B. Upon completion of the 65% PS&E of Alternative 2A, which was included in the original Agreement and First Amendment, identified in the environmental document, and subsequent review by Caltrans, it was determined that Alternative 3B offers traffic operational benefits at a lower cost and would be a viable alternative with the approval of the design exceptions. Caltrans approved the Supplemental Project Report and Design Standard Decision Document in November 2019.

EXHIBIT C-2
COMPENSATION RATES

WKE

January 8, 2020

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

Subject: **Contract Modification to Contract No. A-8094 – Amendment 2 Based on out-of-scope design services for the Final Design for Alternative 3B for Rice Avenue Grade Separation over Fifth Street/UPRR**

Dear Ms. O'Leary,

Caltrans, in cooperation with the City of Oxnard (the City), approved the Project Approval/Environmental Document (PA/ED) on May 18, 2018 to advance the Rice Avenue/Fifth Street/UPRR Grade Separation Project to the final design. The Environmental Impact Report/Environmental Assessment (EIR/EA) considered Alternatives 2A and 2B which maintained Rice Avenue along its present alignment. A Finding of No Significant Impact (FONSI) was made and identified Alternative (Alt) 2A (dual connector roads) as the local preferred alternative. Earlier, during the preparation of the project report and the Value Analysis, two additional alternatives were evaluated which realigned Rice Avenue 250' easterly and were identified as Alt 3A (dual connector roads) and Alt 3B (single connector road). Understanding that Rice Avenue is intended to be relinquished to Caltrans in the future to become the northerly extension of US Route 1, the Project Development Team (PDT) was directed to develop alternatives that meet all state highway design standards relative to design speed, roadway curvature and superelevation rates. As a result, both Alternatives 3A and 3B were removed from further consideration since they did not meet this criterion.

Upon completion of the 65% PS&E of Alternative 2A and subsequent review by Caltrans, it was determined that Alternative 3B offers traffic operational benefits at a lower cost and would be a viable alternative with the approval of the design exceptions. Caltrans determined that design exceptions can now be granted relative to design speed, roadway curvature and superelevation rates for Alternatives 3A and 3B. A full comparison of the alternatives has been completed and Caltrans and the City, with concurrence from Ventura County DPW and VCTC, have given direction to the PDT to proceed with the design of Alt 3B.

The final design of the project for Alternative 2A had been progressing to 95% PS&E since August 2019 with a remaining budget of $2,871,112.12 from the original contract. An additional budget of $3,056,880.66 is required to complete the design for Alternative 3B.

If you have any questions or require additional information, please contact me at (714) 955-7186.

Sincerely,

Carlos Cadena
Executive VP/Project Manager

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

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

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

TEAM BREAKDOWN

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

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

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

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

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

TASK	DESCRIPTION		WKE		Douglas		Epic		Fugro		GPA		Group Delta		Guida		HJA		KHA		KJC		LIN		PacRim		Padre		Tatsumi	TOTAL HOURS	COST
TASK 5 - GEOTECHNICAL INVESTIGATION																															
5.1	**Geotechnical and Foundation Reports**	**Fugro**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**792**	**-$18,372**	**0**	**$0**	**1019**	**$43,767**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**1,811**	**$25,395**
5.1a	Geotechnical Design Report (GDR)	Fugro	0	$0	0	$0	0	$0	78	$724	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	78	$724
5.1b	Percolation Testing (4 Locations)	Fugro	0	$0	0	$0	0	$0	46	$342	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	46	$342
5.1c	Foundation Reports for Bridges, Retaining, and Sound Wall, OH Signs	Fugro	0	$0	0	$0	0	$0	365	-$35,790	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	365	-$35,790
5.1d	Materials Report	Fugro	0	$0	0	$0	0	$0	61	$4,328	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	61	$4,328
5.1e	Final Geotechnical Investigation Report	Fugro	0	$0	0	$0	0	$0	242	$12,024	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	242	$12,024
5.1f	Additional Testing for Hazardous Materials	Fugro	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
5.1g	Extended Hazardous Materials Testing	Fugro	0	$0	0	$0	0	$0	0	$0	0	$0	1,019	$43,767	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	1,019	$43,767
	SUBTOTAL - Task 5 - Geotechnical Investigation		**0**	**$0**	**0**	**$0**	**0**	**$0**	**792**	**-$18,372**	**0**	**$0**	**1,019**	**$43,767**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**1,811**	**$25,395**
TASK 6 - PERMITTING																															
6.1	**Permit Applications**	**WKE**	**344**	**$5,062**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**344**	**$5,062**
6.2	**Fact Sheets**	**WKE**	**621**	**$119,385**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**621**	**$119,385**
	SUBTOTAL - Task 6 - Permitting		**965**	**$124,447**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**965**	**$124,447**

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

WKE

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

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

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

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

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

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

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

DOUGLAS ENGINEERING

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

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

Consultant: Douglas Enginering, Inc

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

DIRECT LABOR

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

LABOR COSTS

a) Subtotal Direct Labor Costs $4,495.00

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

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

INDIRECT COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

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

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

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

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

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

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

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

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

List services the consultant is providing under the proposed contract:

EPIC LAND SOLUTIONS

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

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

Epic Land Solutions, Inc.

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

FUGRO USA LAND

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

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

Fugro USA Land

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

SUBTOTAL Design Phase (Tasks 1 thru 6)			**0**	**72**	**151**	**0**	**299**	**0**	**200**	**0**	**70**	**792**	**$129,152**	**-$147,524**	**-$18,372**
SUBTOTAL Construction Phase (Task 7)			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
SUBTOTAL Other Direct Cost			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$96,383**	**-$41,164**	**$55,219**
SUBTOTAL Subconsultants			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
TOTAL			**0**	**72**	**151**	**0**	**299**	**0**	**200**	**0**	**70**	**792**	**$225,534.87**	**-$188,688.06**	**$36,846.81**

GPA CONSULTANTS

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

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

GPA Consultants

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

GROUP DELTA

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

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

TYPE NAME AND TITLE	
Glenn Burks	
NAME OF FIRM	DATE OF SUBMISSION
Group Delta	August 5, 2019

Group Delta

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

GUIDA SURVEYING

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.580	Mileage	1800	$1,044.00
		3a. TOTAL	$1,044.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)	50	$7.50
$0.45	Printing (11"x17" Black & White)	50	$22.50
$0.55	Printing (8.5"x11" Color)	50	$27.50
$0.75	Printing (11"x17" Color)	50	$37.50
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$95.00

TYPE NAME AND TITLE Ralph W. Guida IV, PLS	
NAME OF FIRM Guida Surveying	DATE OF SUBMISSION August 5, 2019

Guida Surveying

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

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

HAMNER, JEWELL AND ASSOCIATES

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.580	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
$500.00	Postage and Delivery	1	$500.00
$15,000.00	Appraisal (Complex Industrial/AG)	11	$165,000.00
$15,000.00	Farming Expert Consultant	1	$15,000.00
		5. TOTAL	$180,500.00

TYPE NAME AND TITLE Lillian Jewell, President and Managing Senior Associate	
NAME OF FIRM Hamner, Jewell & Associates	DATE OF SUBMISSION August 5, 2019

Hamner, Jewell & Associates

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

KIMLEY-HORN AND ASSOCIATES

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
$10.00	Parking	10	$100.00
$0.580	Mileage	800	$464.00
		3a. TOTAL	$564.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)	50	$25.00
$2.00	Full Color Presentation Exhibits	50	$100.00
		5. TOTAL	$125.00

TYPE NAME AND TITLE	
NAME OF FIRM Kimley Horn and Associates, Inc	DATE OF SUBMISSION August 5, 2019

Kimley Horn and Associates, Inc

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

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

KENNEDY/JENKS CONSULTANTS

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.580	Mileage	1500	$870.00
		3a. TOTAL	$870.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	2,000	$240.00
$0.13	Printing (11"x17" Black & White)	240	$31.20
$0.25	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)		$0.00
$2.70	Full Color Presentation Exhibits		$0.00
$0.60	Printing (24"x36" Bond)	240	$144.00
$5.70	Printing (24"x36" Mylar)	24	$136.80
		5. TOTAL	$552.00

TYPE NAME AND TITLE Jeff Savard,Vice President	
NAME OF FIRM Kennedy/Jenks Consultants	DATE OF SUBMISSION July 30, 2019

Kennedy/Jenks Consultants

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

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

LIN CONSULTANTS

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

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

LIN Consulting, Inc.

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

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

PACRIM ENGINEERING

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

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

PacRim Engineering Inc.

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

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

PADRE

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

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

Padre Associates, Inc

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

TATSUMI AND PARTNERS

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

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

Tatsumi and Partners, Inc.

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

Tatsumi and Partners, Inc.

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

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

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

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

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

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

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

[Signatures on next page]

COUNCIL APPROVED
07-06-2021 J6(2)
DATE

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

CITY OF OXNARD

7-6-21

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

WKE, Inc.

5/18/21

Wei Koo, President Date

May 18, 2021

Carlos Cadena Date
Senior Vice President

ATTEST:

7/6/21

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

APPROVED AS TO FORM:

for 5-26-21

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

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

EXHIBIT A-3

SCOPE OF SERVICES

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

EXHIBIT B-1

SCHEDULE OF SERVICES

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

Exhibit C-3
COMPENSATION RATES

April 12, 2021

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

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

Dear Debbie,

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

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

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

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

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

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

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

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

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

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

Sincerely,

Carlos Cadena
Project Manager

SCOPE OF SERVICES

Scope of Services

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

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

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

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

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

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

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

Item No. 4 - Task 5.1b - Percolation Testing

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

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

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

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

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

Table 1: Preliminary Scope of Laboratory Testing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Deliverables.

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

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

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

GUIDA

Task 1

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

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

HAMNER, JEWELL & ASSOCIATES

Tasks 2 & 3

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

FUGRO

Task 4

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$520.00	Well Materials Storage	1	$520.00
$750.00	Water Tank	1	$750.00
$1,420.00	Lab Testing	1	$1,420.00
		5. TOTAL	$2,690.00

TYPE NAME AND TITLE	
NAME OF FIRM Fugro	DATE OF SUBMISSION January 25, 2021

Fugro

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

GROUP DELTA

Task 5

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

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
$10.00	Parking	0	$0.00
$0.580	Mileage	0	$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$4,800.00	Oxnard Encroachment Permit	0	$0.00
$800.00	Ventura County Encroachment Permit	0	$0.00
$3,500.00	Caltrans Encroachment Permit	0	$0.00
$135.00	Oxnard Boring Permit	0	$0.00
$650.00	Ventura County Boring Permit	0	$0.00
$25.00	FedEx	2	$50.00
$75.00	PPE & Sampling Supplies (gloves, baggies, ic	0	$0.00
$180.00	Lodging (Nights)	0	$0.00
$7,500.00	UPRR Related Fees (Access, Insurance)	0	$0.00
		5. TOTAL	$50.00

TYPE NAME AND TITLE	
Glenn Burks, PhD, PE - Principal & Director of Environmental Services	
NAME OF FIRM	DATE OF SUBMISSION
Group Delta	November 2, 2020

Group Delta

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

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

DOUGLAS ENGINEERING

Task 6

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

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

Douglas Engineering

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

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fourth amendment ("Fourth Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of November, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019, by a First Amendment, on April 20, 2020, by a Second Amendment, and on July 6, 2021, by a Third Amendment.

City and Consultant agree as follows:

1. The date in Section 12 of the Agreement is hereby amended to "June 30, 2023".

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

[Signatures on next page]

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

CITY OF OXNARD

Daniel Willhite — Nov 16, 2021

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

ATTEST:

N/A

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

APPROVED AS TO FORM:

11/15/21

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

WKE, Inc.

11/15/21

Wei Koo, President Date

11/08/2021

Carlos, Cadena
Senior Vice President Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fifth Amendment ("Fifth Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of May, 2022 by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019 by a First Amendment, on April 21, 2020 by a Second Amendment, on July 6, 2021 by a Third Amendment, and on November 16, 2021, by a Fourth Amendment.

City and Consultant agree as follows:

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

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

3. In Section 14(a) of the Agreement, the figure "9,005,397.70," is deleted and hereby replaced by the figure, "9,500,957.18."

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

5. The following Section 38 Iran Contracting Act Certification shall be added to the Agreement.

"In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.05 as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury."

6. The following is attached hereto and incorporated herein by this reference into the Agreement: Iran Contracting Act Certification.

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

[Signatures on next page]

COUNCIL APPROVED
05/05/2022 #3
DATE

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

CITY OF OXNARD

5-3-22

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

WKE, Inc.

4/13/22

Wei Koo, President Date

4/13/22

Carlos Cadena, Senior Vice President Date

ATTEST:

R. Chaparro 5/3/22

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

APPROVED AS TO FORM:

4-14-22

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

1

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EXHIBIT A-4

Scope of Services

TASK 1 – RIGHT-OF-WAY ENGINEERING SERVICES

Consultant will provide coordination and additional documentation and engineering drawings requested by Caltrans to facilitate the right-of-way acquisition estimates and compensation offers to property owners required to construct the project.

Subtask 1.1.1 Westridge Venture TCE Surveys
An appraisal map and legal description are required to connect the new sidewalk from the westerly side of Rice Avenue to the parking lot in the private property.

Subtask 1.1.2 UPRR Plats, Legal Descriptions, and Appraisal Maps
An appraisal map and legal description is required by the Caltrans Railroad Coordinator to perform street vacation. The additional exhibits and documents are required for the city to convey fee title to UPRR for the center 50' of Rice Avenue during the C&M negotiations and for Caltrans to execute the Construction Agreement with UPRR.

Subtask 1.1.3 Appraisal Maps and Legal Descriptions for Pegh TCE
An appraisal map and legal description are required to allow the contractor to backfill a detention basin along the southern limits of the property. Elimination of the depression will allow for the integrity of the property to be maintained and compensation for damages to be minimized.

Subtask 1.1.4 UWCD New Generator Survey
Consultant will provide Topographic Survey and plot Record Boundaries of a new generator facility recently installed by UWCD. Consultant will collect data for sufficient points to generate the Topographic Features, visible utilities, and other facilities to depict the existing condition of the property. The appraisal maps and legal descriptions will be updated to reflect the added equipment area.

Subtask 1.2.1 Additional Pegh Parcels Valuations
Consultant will prepare five additional larger parcels valuations for the Pegh property to separate the cost from the appraisal cost for the full property.

Subtask 1.2.2 Provide In-Person Property Inspection
Caltrans has requested Review Appraiser to include note stating, "review appraiser has personally inspected the property in the field" and certify comparable sales properties are mentioned in the Appraisal Report. A field visit is required to conform to Caltrans requirements.

Subtask 1.2.3 UPRR Appraisal Maps Independent Review Updates
Caltrans requires an independent appraisal review related to the appraisal map prepared under Subtask 1.1.2.

Subtask 1.3 Pegh and Hailwood Acquisition Coordination and Exhibits
Caltrans has required additional exhibits necessary for appraisers to estimate compensation values for Hailwood, UPRR, and Pegh. Consultant is required to coordinate with Caltrans ROW, appraisers and independent appraisers to develop documentation presented to Caltrans.

Subtask 1.4.1 Oil Wells Abandonment Plans and Specifications and Ownership Transfer
The County of Ventura received a rejection from the California Energy Management Division (CalGEM) on the county's request to abandon the Sturgis 1 oil well located within the Rice Avenue Grade Separation project limits. WKE will prepare detail drawings and specifications for the abandonment work to be included in the contract and will secure the well abandonment permit from CalGEM. Consultant will coordinate with Caltrans to transfer each well to the City of Oxnard and County of Ventura.

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The following tasks will be completed:

- Prepare wellbore diagrams for Pfeiler 2 & Sturgis 1
- Prepare and submit transfer of ownership forms for same
- Prepare well programs for same
- Prepare and submit CalGEM permit requests for same
- Negotiations with CalGEM to finalize well plan
- Finalize well programs and bid third party work
- Engineering support for rig up and wellwork for same
- Prepare and submit final wellwork reports to CalGEM for same

Subtask 1.4.2 Oil Wells Abandonment and Ownership Transfer Coordination
This task also allows for coordination with Caltrans, CalGEM, City and County to process the necessary permits and approvals.

Subtask 1.5 Oil Pipeline Abandonment
Consultant will prepare specifications for the removal of existing abandoned of the 4" oil pipelines and develop removal plans. Specifications will include the removal of existing fluids in the pipelines, and the cleaning, handling, and disposal requirements including hazardous waste for fluids and pipe wrapping. Consultant with provide coordination, perform reviews, and address agencies comments.

Subtask 1.6.1 & 1.6.2 RIGHT-OF-WAY ACQUISITION SERVICES
Services will be provided to revise appraisal maps and independent reviews required during condemnations. Survey staking will be performed to identify right-of-way impacts in the field. Exhibits and documentation will be prepared to complete Resolution of Necessity (RON) for properties that require condemnation.

TASK 2 – DEWATERING ANALYSIS

The project requires a preliminary evaluation of the dewatering to assess if bid documents should allow for the dewatering activities and discharging of groundwater into local storm drain facilities. To review the potential for discharge in the local sewers, the water district requires an evaluation of the anticipated volume of discharge expected.

Subtask 2.1 Dewatering Analysis

The scope of work includes:

- Review of readily available geotechnical and geologic data including the geotechnical report prepared for the site
- Evaluate a preliminary rate of groundwater discharge for each sewer trench based on existing data assuming the entire trench will be dewatered
- Geotechnical calculations, findings and recommendations will be presented in a memorandum signed by a registered Geotechnical Engineer (GE) in the State of California.
- Address Review comments by attending one meeting or addressing one round of written comments
- The scope of work does not include any subsurface investigation, labotratory testing, or other items not specifically listed above.

Subtask 2.2 Coordination and Reviews
Consultant will coordinate with Chief, Office of Geotechnical Design South (OGDS)-Branch D for all necessary reviews and approvals.

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TASK 3 – PILE DRIVABILITY FOUNDATION ANALYSIS

The pile drivability study is proposed in response to concerns from Caltrans on whether the proposed 20-inch-diamter closed end pipe piles can be driven to the current planned specified tip elevation of 14 feet with a driving resistance of 700 kips estimated using the LCPC static pile capacity analysis method.

Subtask 3.1 Pile Drivability Foundation Analysis

The analyses will be performed as part of the design phase of the project to evaluate pile behavior during a hammer impact. Our analyses will model the hammer-pile-soil system and using the one-dimensional "wave equation analysis" to evaluate the transmission of longitudinal stress waves within the pile. The wave equation uses the GRLWEAP computer program, which allows specific and varied input for the hammer, pile, and soil models. Analysis results are typically used for hammer and cushion selection, driving criteria, acceptance, and to control pile stresses. Results can be presented as a "drivability study" to assess whether the proposed hammer can install the pile to depth desired, or as a "bearing graph" of blow count vs. capacity, as an "inspector's chart" indicating the minimum blow count required to achieve acceptable capacity at a given hammer energy. The WEAP analyses for this effort will be used in a drivability study.

The analyses are being performed in the design phase of the project. As such, a pile driving contractor has not been selected and pile driving system to be used for the project is not known. Options for selecting the input hammer/driving system for use in the analyses could include: 1) incorporating data provided to us from Caltrans for the hammer/driving system used to drive piles for the Rice Avenue-Highway 101 Overcrossing, or 2) incorporating a presumptive hammer/driving system selected by the geotechnical consultant.

TASK 4 – CONSTRUCTION BID PACKAGE

WKE will coordinate with city staff and assist with providing design documents and related project information for the city to prepare the bid package. This work will be performed on a Time-and-Materials basis with services provided as requested by the city up to the allocated budget.

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EXHIBIT B-2

SCHEDULE OF SERVICES

Activity	Proposed Date
A. Begin Work	July 2018
B. Draft PS&E	
B.1 Submit (65%) PS&E Alternative 2A	March 2019
B.2 Submit (65%) PS&E Alternative 2B	June 2020
B.3 Submit (95%) PS&E Alternative 2B	March 2021
C. Submit Final PS&E (100%) Alternative 2B	October 2021
D. Ready to List	June 2023
E. Advertise	July 2023
F. Award	December 2023
G. Begin Construction	January 2024
H. Completion of Construction	August 2027
I. Project Close Out	December 2027

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WKE

EXHIBIT C-4
COMPENSATION RATES

April 6, 2022

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

Subject: Contract Modification to Contract No. A-8094 – MOD No. 5
Additional Engineering Services for Right-of-Way Acquisition
And Encroachment Permit Approval
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

Attached is our proposal for the additional design services required to complete Right-of-Way Acquisition and to obtain approval of the Caltrans Encroachment Permit to move the project to construction.

Task No.	Description	Fee
1	Right-of-Way Acquisition	$438,251.83
2	Dewatering Analysis	$ 13,775.82
3	Pile Drivability Foundation Analysis	$ 7,922.00
4	Construction Bid Package	$ 35,609.83
	Total	$495,559.48

We have added the specialized services of InterAct PMTI to assist with the re-abandonment of the Shell Oil Wells and UtiliCoor to assist with the specifications for the abandoned Oil Pipeline Facilities impacted by the project. Both firms will use the Safe Harbor overhead rate of 120% and are not required by Caltrans Local Assistance to provide backup information for their overhead rate calculation.

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

Sincerely,

Carlos Cadena
Project Manager

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CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				April 6, 2022
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 5 - PS&E - Rice Avenue Grade Separation (Alternative			TOTAL AMOUNT OF PROPOSAL **$495,559.48**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	44	$129.33	$5,690.52	
Discipline Lead	572	$105.53	$60,363.16	
Senior Task Manager	46	$103.59	$4,764.91	
Senior Project Engineer 2	48	$98.08	$4,707.84	
Senior Project Engineer 1	580	$85.09	$49,349.30	
Project Engineer	40	$66.55	$2,661.80	
Assistant Engineer	20	$47.14	$942.80	
CADD	40	$43.64	$1,745.60	
Administrative	12	$52.52	$630.24	
Labor Cost	1,402		$130,856.17	
Total Direct Labor				$130,856.17
2. Labor Overhead Rate	Rate			
	147.06%		$192,437.08	
				$323,293.25
3. Travel*			Est. Cost ($)	
a. Transportation				
Total Travel				$0.00
4. Subcontractors/Suppliers**				Budget
Guida Surveying, Inc				$ 32,894.40
Hamner, Jewell & Associates (Riggs & Riggs)				$ 52,572.86
Fugro				$ 7,922.00
Group Delta				$ 8,645.23
UtilCoor				$ 5,867.40
InterAct				$ 32,035.00
Total Subcontractors/Suppliers (Cost to Complete)				$ **139,936.89**
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$32,329.34
TOTAL COST AND FEE TO COMPLETE PROJECT				**$495,559.48**

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

RICE AVENUE GRADE SEPARATION PROJECT			Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	Total Hours	Cost
TASK 1 - RIGHT-OF-WAY ENGINEERING SERVICES													
1.1.1	Westridge Ventura TCE Surveys	**Guida**											$ 5,993.46
1.1.2	UPRR Plats, Legal Descriptions and Appraisal Maps	**Guida**											$ 12,498.59
1.1.3	Appraisal Maps and Legal Descriptions for Pegh TCE	**Guida**											$ 4,498.12
1.1.4	UWCD New Generator Survey	**Guida**											$ 9,904.23
1.2.1	Additional Pegh Parcels Valuations	**HJA (Riggs & Riggs)**											$ 20,000.00
1.2.2	Provide In-Person Property Inspections	**HJA (Riggs & Riggs)**											$ 650.00
1.2.3	UPRR Appraisal Maps Independent Review Updates	**HJA (Riggs & Riggs)**											$ 12,000.00
1.3	Pegh & Hailwood Acquisition Coordination with Riggs/Caltrans	**WKE**		120			180					300	$ 76,037.14
1.4.1	Shell Oil Well Abandonment Plans,Specification and Ownership Transfer	**InterAct**											$ 32,035.00
1.4.2	Shell Oil Well Abandonment Coordination and Exhibits	**WKE**		140			80					220	$ 58,649.82
1.5	Oil Pipeline Abandonment	**UtilCoor**											$ 5,867.40
1.6.1	Right of Way Acquisition Appraisal Maps and Independent Reviews	**HJA/Riggs & Riggs**											$ 19,922.86
1.6.2	Right of Way Acquisition and Coordination	**WKE**	40	220		48	320	40	20	40	12	740	$ 180,195.21
	SUBTOTAL - Task 1		**40**	**480**	**0**	**48**	**580**	**40**	**20**	**40**	**12**	**1,260**	**$ 438,251.83**
TASK 2 - DEWATERING ANALYSIS													
2.1	Dewatering Analysis	**Group Delta**											$ 8,645.23
2.2	Coordination and Reviews	**WKE**		12	6							18	$5,130.59
	SUBTOTAL - Task 2		**0**	**12**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**$ 13,775.82**
TASK 3 - PILE DRIVABILITY FOUNDATION ANALYSIS													
3.1	Pile Drivability Analysis	**Fugro**										0	$ 7,922.00
	SUBTOTAL - Task 3		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 7,922.00**
TASK 4 - BID PACKAGE ASSISTANCE													
4.1	Coordination and Support	**WKE**	4	80	40							124	$ 35,609.83
	SUBTOTAL - Task 4		**4**	**80**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**124**	**$ 35,609.83**
TOTAL			**44**	**572**	**46**	**48**	**580**	**40**	**20**	**40**	**12**	**1,402**	**$ 495,559.48**

PRICE SUMMARY SHEET
SCHEDULE OF FEES
April 6, 2022
SCHEDULE I - HOURLY RATE SCHEDULE

Classification	Job Function		Unburdened Salary Rate	Burdened Salary Rate
Project Manager	Project Manager/Director	C Cadena	$129.33	$351.47
Discipline Lead	Roadway/Structures	W Koo/D Weddell	$105.53	$286.79
Senior Task Manager	Drainage	J Zheng/A Wang	$103.59	$281.51
Senior Project Engineer 2	Roadway/Structures Design	M. Hynes	$98.08	$266.55
Senior Project Engineer 1	Roadway Design	M Dey/U Sandirasegaram/H Tong	$79.79	$216.83
Project Engineer	Design	A Banesh/Y Arai	$66.55	$180.85
Assistant Engineer	Design	A Mathur	$50.35	$136.83
CADD	CADD	J Barriga	$48.75	$132.49
Administrative	Administrative	E Koo	$55.60	$151.10

Field Overhead Rate:	
Office Overhead Rate:	147.06%
Profit:	10.0%

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Guida Surveying**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 601 South Figueroa St, Los Angeles CA 90017			CONTRACT NO. RFP PW18-47	
Services to be Performed Surveying Services			TOTAL AMOUNT OF PROPOSAL **$32,894.40**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal Land Surveyor	5	$102.50	$512.50	
Sr. Project Manager	6	$84.00	$504.00	
Project Manager	15	$72.00	$1,080.00	
Project Surveyor	32	$65.00	$2,080.00	
Project Analyst	29	$53.50	$1,551.50	
CADD Survey Technician	26	$42.00	$1,092.00	
CADD Operator	21	$35.00	$735.00	
PLS Party Chief (Union Field)	18	$58.01	$1,044.18	
Chainman (Union Field)	18	$51.28	$923.04	
Labor Cost	170		$9,522.22	
			$0	
Total Direct Labor				$9,522.22
2. Labor Overhead Rate	Rate			
	213.95%			
				$20,372.79
3. Travel			Est. Cost ($)	
a. Transportation			$9.89	
b. Per Diem or Subsistence			$0	
Total Travel				$9.89
4. Subcontractors/Suppliers			Est. Cost ($)	
C-BELOW				
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$2,989.50
TOTAL ESTIMATED COST AND FEE				**$32,894.40**

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CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	18	$9.89
		3a. TOTAL	$9.89
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)		$0.00
$0.45	Printing (11"x17" Black & White)		$0.00
$0.55	Printing (8.5"x11" Color)		$0.00
$0.75	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00
TYPE NAME AND TITLE Ralph W. Guida IV, PLS			
NAME OF FIRM Guida Surveying		DATE OF SUBMISSION April 4, 2022	

Guida Surveying

TASK	DESCRIPTION	FIRM	Principal Land Surveyor	Sr. Project Manager	Project Manager	Project Surveyor	Project Analyst	CADD Survey Technician	CADD Operator	PLS Party Chief (Union Field)	Chainman (Union Field)	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 1/1/22 to 12/31/22	**Project Average**	$353.98	$290.09	$248.65	$224.47	$184.76	$145.04	$120.87	$200.33	$177.09		
TASK 2 - RIGHT-OF-WAY ENGINEERING SERVICES													
2.1	Westridge Ventura TCE	Guida	1	1	2	3	6	12	11			36	$5,993.46
2.2	UPRR Plats and Legal Descriptions	Guida	2	2	6	16	14	9	6	4	4	63	$12,498.59
2.3	Appraisal maps and legal descriptions for Pegh TCE	Guida	1	1	3	7	4	3	3			22	$4,498.12
2.4.1	UWCD new generator surveying	Guida	1	2	4	6	5	2	1	14	14	49	$9,894.34
2.4.2	ODCs												$9.89
			5	6	15	32	29	26	21	18	18	170	$32,894.40

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HAMNER JEWELL & ASSOCIATES

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Hamner, Jewell & Associates**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420			CONTRACT NO. RFP PW18-47	
Services to be Performed Right of Way Services			TOTAL AMOUNT OF PROPOSAL **$52,572.86**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Managing Senior Associate	40	$95.00	$3,800	
Right of Way Agent (Sr II)	240	$48.50	$11,640	
Right of Way Agent (Sr I)	111	$44.00	$4,884	
Right of Way Agt II		$0.00	$0	
Right of Way Agt I		$0.00	$0	
Transaction Coordinators		$36.00	$0	
Clerical Support		$17.74	$0	
Project Coordinator		$40.87	$0	
Project Administrator		$0.00	$0	
Labor Cost	391		$20,324	
Escalation	3%		$366	
Total Direct Labor				$20,690
2. Labor Overhead Rate	Rate			
	131.00%			
				$27,103.68
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				
7. Fee		10%		$4,779
TOTAL ESTIMATED COST AND FEE				**$52,572.86**

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FUGRO

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Fugro**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 5855 Rickenbacker Road, Commerce, CA 90040			CONTRACT NO. RFP PW18-47	
Services to be Performed Pile Drivability Evaluation			TOTAL AMOUNT OF PROPOSAL **$7,922.34**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	16	$244.98	$3,919.68	
Associate	0	$201.54	$0.00	
Senior	18	$170.55	$3,069.90	
Senior Project	0	$159.99	$0.00	
Project	0	$137.20	$0.00	
Senior Staff	0	$119.26	$0.00	
Staff	6	$105.05	$630.30	
Staff GIS/Illustrator	2	$151.23	$302.46	
Labor Cost	42		$7,922.34	
Total Direct Labor				$7,922.34
2. Labor Overhead Rate	Rate			
				$0
3. Travel			Est. Cost ($)	
a. Transportation				
b. Per Diem or Subsistence				
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
TOTAL ESTIMATED COST AND FEE				$7,922.34
			Call	**$7,922.00**

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GROUP DELTA

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Group Delta**			DIVISIONS/LOCATIONS Geotechnical	
Home Office Address 32 Mauchly, Suite B, Irvine, CA 92618			CONTRACT NO.	
Services to be Performed Borrow Site Analysis - Calleguas Creek			TOTAL AMOUNT OF PROPOSAL **$8,645.23**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	3	$96.85	$291	
Associate	24	$67.60	$1,622	
Senior	0	$52.12	$0	
Project	0	$40.10	$0	
Staff	30	$31.43	$943	
Technician	0	$35.86	$0	
Draftsperson	0	$36.84	$0	
Project Support	0	$29.13	$0	
	0	$0.00	$0	
Labor Cost	57		$2,856	
Escalation	3%	Per 10-H	$0	
Total Direct Labor				$2,856
2. Labor Overhead Rate	Rate			
	175.20%			
				$5,003
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$786
TOTAL COST AND FEE TO COMPLETE PROJECT				**$8,645.23**

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Group Delta

TASK	DESCRIPTION	FIRM	Principal	Associate	Senior	Project	Staff	Technician	Draftsperson	Project Support	TOTAL HOURS	COST TO COMPLETE
	Project Billing Rate (Burdened)	Project Average	$293.18	$204.64	$157.78	$121.39	$85.14	$108.68	$111.52	$88.18		
TASK - Preliminary Dewater Evaluation												
	Preliminary Groundwater Discharge Evaluation		3	24	0	0	30	0	0	0	57	$8,645
	Review Existing Geotechnical Data and Sewer Plans'	Group Delta	1	4			4				9	$1,492
	Evaluation of Preliminary Groundwater Discharge at Two Sewer Locations	Group Delta		8			16				24	$3,159
	Preperation of Preliminary Geotechnical Dewatering Memorandum	Group Delta	2	8			10				20	$3,175
	Response to Comments	Group Delta		4							4	$819
	SUBTOTAL - Task 5 - Geotechnical Investigation		3	24	0	0	30	0	0	0	57	$8,645

SUBTOTAL Design Phase (Tasks 1 thru 6)		3	24	0	0	30	0	0	0	57	$8,645
SUBTOTAL Construction Phase (Task 7)		0	0	0	0	0	0	0	0	0	$0
SUBTOTAL Other Direct Cost		0	0	0	0	0	0	0	0	0	$0
SUBTOTAL Subconsultants		0	0	0	0	0	0	0	0	0	$0
TOTAL		3	24	0	0	30	0	0	0	57	$8,645.23

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UtilCoor

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Utility Coordinating, Inc. (UtiliCoor)**			DIVISIONS/LOCATIONS	
Home Office Address 8840 Warner Suite 101, Fountain Valley, CA 92708			CONTRACT NO. RFP PW18-47	
Services to be Performed Utility Removal Specification Services			TOTAL AMOUNT OF PROPOSAL **$5,867.40**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	0	$100.00	$0.00	
Principal PM/Engineer	26	$90.00	$2,340.00	
Project Administrator	4	$50.00	$200.00	
Principal Designer	0	$70.00	$0.00	
Senior ROW Agent	0	$77.00	$0.00	
Labor Cost	30		$2,540.00	
Escalation	3%		$0.00	
Total Direct Labor				$2,540.00
2. Labor Overhead Rate	Rate			
Overhead	110.00%	$2,540	$2,794.00	
FCCM		$2,540	$0.00	
				$2,794.00
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0.00	
Total Travel				$0.00
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$533.40
TOTAL ESTIMATED COST AND FEE				**$5,867.40**

Utility Coordinating, Inc

TASK	DESCRIPTION	FIRM	Principal	Principal PM/Engineer	Project Administrator	Principal Designer	Senior ROW Agent	0.00	0.00	0.00	0.00	0.00	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 12/1/21 to 12/31/22	**Project Average**	$231.00	$207.90	$115.50	$161.70	$177.87	$0.00	$0.00	$0.00	$0.00	$0.00		
1.5	**Bid Specifications**	**Various**	**0**	**26**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**$5,867.40**
1.5	100% Specifications	Various		26	4								30	$5,867.40
	SUBTOTAL - Task 1 - Specification Preparation		**0**	**26**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**$5,867.40**

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InterAct

CONTRACT PRICING PROPOSAL				
InterAct			Ventura	
Home Office Address 260 Maple Court, Ste 210. Ventura 93003			CONTRACT NO. RFP PW18-47	
Services to be Performed Oil Well Services			TOTAL AMOUNT OF PROPOSAL **$32,035.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Data Analyst III	5	$67.53	$337.66	
Data Analyst IV	20	$71.43	$1,428.57	
Well Engineer IV	62	$93.07	$5,770.56	
Principal Engineer	65	$97.40	$6,331.17	
	0		$0.00	
Labor Cost	152		$13,867.97	
Escalation	3%		$0.00	
Total Direct Labor				$13,867.97
2. Labor Overhead Rate	Rate			
Overhead	110.00%	$13,868	$15,254.76	
FCCM	0.00%	$13,868	$0.00	
				$15,254.76
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0.00	
Total Travel				$0.00
4. Subcontractors/Suppliers			Est. Cost ($)	
None				
Total Subcontractors/Suppliers				$0.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$2,912.27
TOTAL ESTIMATED COST AND FEE				**$32,035.00**

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InterAct

TASK	DESCRIPTION	FIRM	Data Analyst III	Data Analyst IV	Well Engineer IV	Principal Engineer	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 12/1/21 to 12/31/22	**Project Average**	$156.00	$165.00	$215.00	$225.00		
TASK 2 - PLAN PREPARATION								
2.3-10	**Final Utility Plans**	**WKE/KJC**	**5**	**20**	**62**	**65**	**152**	**$32,035.00**
2.3-10h	Existing Oil Well Work	InterAct	5	20	62	65	152	$32,035.00
	SUBTOTAL - Task 2 - Plan Preparation		**5**	**20**	**62**	**65**	**152**	**$32,035.00**

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): WKE

Federal ID Number (or n/a): 470680568

By (Authorized Signature):

Printed Name & Title of Person Signing: Carlos Cadena, Senior Vice President

Date Executed: April 13, 2022

Executed in the County of Ventura in the State of CA

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of in the State of

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AGREEMENT/AMENDMENT REVIEW FORM

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

Contractor/Vendor/Consultant: WKE, Inc. **Agreement No:** A-8094

Address: 1851 E. First Street, Suite 1400, Santa Ana, CA 92705

Contact Name: Carlos Cadena Email: ccadena@wke-inc.com Phone: 714-953-1003 INS- A

Committee Date: N/A Council Date: 5/3/2022

Committee Agenda #: N/A Council Agenda #: TBD

Department: Public Works

Project Manager: Debbie O'Leary

Phone: 805-200-5283

Email: debbie.oleary@oxnard.org

Type of Agreement: Professional Services

Business Tax Cert No. 22 00111703

Secretary of State ID: C3024217

Agreement Term: 3 years

Termination Date: 6/30/2024

Bid No.: N/A

Contingency Requested: $ 0

EISPM Funds [1] Requested: $ 0

Value of Agreement : $ 9,005,397.70

Amendment No: 5

Value of Amendment: $ 495,559.48

Current Agr. Val. (w/amendments) $ 9,500,957.18

P.O. No. (if existing agreement): 7076

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

Funding Source: State Grant-Trade Corridor Enhancement Program

Account No.[2]: 189-3125-826.82-09 Project 133101

NSS Control #: n/a

Purpose of Agreement/Amendment: Plans, Specifications and Estimates for Rice Avenue and Fifth Street/State Route 34 Grade Separation, scope to meet expanded Caltrans requirements for design and right of way phases. This Fifth Amendment will increase the NTE amount to $9,500,957.18.

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

		Initials	Date
1.	Project Manager	DO	4/12/2022 | 2:00 PM
2.	Division Manager		
3.	Assistant Department Director	TA (DS)	4/12/2022 | 2:07 PM
4.	Department Director	MJW (DS)	4/12/2022 | 2:15 PM
5.	General Accounting (for Leases only)	n/a	
6.	Budget Management		
7.	Risk Management[3]		
8.	City Attorney		4-14-22
9.	Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10.	Buyer[5]		
11.	Purchasing Manager[6]		
12.	City Manager/ACM[7]		
13.	Mayor[8]		
14.	City Clerk[9]		

Agreement No. A-8094

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption of the Professional Services Agreement ("Assignment"), is entered into in the County of Ventura, State of California, this 8th day of February 2024 ("Effective Date"), by and between WKE, Inc. ("Assignor"), HDR Engineering Inc. ("Assignee"), and the City of Oxnard, a municipal corporation ("City") (collectively, Assignor, Assignee and City are referred to as the "Parties").

WHEREAS, City and Assignor are parties to that certain Professional Services Agreement entered into on July 24, 2018, and as amended on June 4, 2019 by a First Amendment, on April 21, 2020 by a Second Amendment, on July 6, 2021 by a Third Amendment, on November 16, 2021 by a Fourth Amendment, and on May 3, 2022 by a Fifth Amendment (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee as of the Effective Date on the terms hereof, and the City agrees to the assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.

2. In accordance with Section 27 of the Agreement, Assignor hereby assigns the Agreement to Assignee and the City approves of such assignment. From and after the Effective Date, Assignee assumes all rights, duties and obligations of Assignor under the Agreement. Assignee agrees to be bound by and to perform the obligations under the Agreement. All references in the Agreement to The WKE, Inc. shall be deemed to refer to HDR Engineering Inc.

3. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Any notice to Assignee pursuant to Section 45(a) of the Agreement shall be sent to the following address:

HDR Engineering Inc.

1851 E First St. Suite 1400

Santa Ana, CA 92705

Attention: Carlos Cadena

5. Other than terms contained herein, the Agreement shall remain in full force and effect.

6. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment may be executed in one or more counterparts by scanned or facsimile signature, all of which taken together shall be deemed to constitute one and the same instrument.

8. If any portion of this Assignment 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 Assignment will continue in full force and effect and be enforceable.

9. The validity, interpretation, and performance of this Assignment 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 this Assignment shall be in the Ventura County Superior Court.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Assignment as of the date first written above.

CITY OF OXNARD

Jennifer Yates — 2/8/2024

Jennifer Yates
Purchasing Manager

Date

APPROVED AS TO FORM:

6/14/2023

Stephen M. Fischer,
City Attorney (always required)

Date

WKE, INC.[1]

Wei Koo, President — Date: 5/18/2023

Carlos Cadena
Senior Vice President — Date: 5/22/23

HDR Engineering Inc.

Anna Lantin, Vice President — Date: 5/18/2023

Thomas Kim, SR. VP — Date: 5/18/2023

[1] 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 manager 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 your 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.

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Sixth Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019, by a First Amendment, on April 21, 2020, by a Second Amendment, on July 6, 2021, by a Third Amendment, on November 16, 2021, by a Fourth Amendment, and on May 3, 2022, by a Fifth Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibits A, A-1, A-2, A-3, and A-4 are supplemented by Exhibit A-5, which is attached hereto and incorporated herein by this reference.

2. In Section 8 of the Agreement, Exhibit B-1 is deleted and hereby replaced by Exhibit B-2, which is attached hereto and incorporate herein by this reference.

3. The second date in Section 12 of the Agreement is hereby amended to "June 30, 2025."

4. In Section 14(a) of the Agreement, the figure "9,500,957.18," is deleted and hereby replaced by the figure, "9,877,855.25."

5. In Section 14(a) of the Agreement, Exhibits C, C-1, C-2, C-3, and C-4 are supplemented by Exhibit C-5, which is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

COUNCIL APPROVED
7/5/23 4.2(1)
DATE

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

CITY OF OXNARD

7-5-23
☑John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent [2]

WKE, INC.

Wei Koo 5/24/2023
Wei Koo, President Date

May 24, 2023
Carlos Cadena, Date
Senior Vice President[3]

ATTEST:

R. Chaparro 7/5/23
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

6/14/2023
Stephen M. Fischer, City Date
Attorney (always required)

---

1 The City Council must authorize and the Mayor must execute any agreement over $200,000.

2 The Purchasing Agent may execute any authorized agreement up to $200,000.

3 The City requires the following for any contract:

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

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

EXHIBIT A-5
SCOPE OF SERVICES

May 16, 2023

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

Subject: Contract Modification to Contract No. A-8094 – MOD No. 6
Additional Engineering Services for Right-of-Way Acquisition and Encroachment Permit Approval – Tasks 1 Thru 9
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

Attached is our proposal for the additional design services required to complete Right-of-Way Acquisition and obtain approval of the Caltrans Encroachment Permit to advance the project to construction.

Task No.	Description – Right-of-Way Acquisition	Fee $
1	Pegh & Hailwood/Santa Elena Farms Appraisal Reports (HJA)	40,000.00
2	Update to Abandon the Sturgis 1 Oil Well to Reduce Construction Costs and Obtain Calgem Approval (Interact)	20,579.56
3	Hailwood/Santa Elena Farms Demolition Haz Mat Investigations (GD)	14,920.68
4	SB1 Grant Application (KHA)	4,200.00
5A	Oxnard Wastewater Treatment Plant Capacity Analysis (KJC)	37,000.00
5B	Groundwater Discharge Pipeline Capacity Analysis (KJC)	12,800.00
6	UPRR Funding Application Updates (DEI)	12,055.59
7	Constructability Review Changes to Design	36,101.13
8	Prepare the Plans, Specifications and Estimate (PS&E) and prepare the Digital Terrain Model for Removal of Stockpiled Material at Pegh Investments Property	57,224.29
9	Ready-to-List (RTL) ROW/Engineering and Caltrans Coordination – Management and Administration	$142,016.82
	Total	**$376,898.07**

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

Sincerely,

Carlos Cadena
Project Manager

EXHIBIT A-5
Scope of Services

TASK 1 – PEGH & HAILWOOD/SANTA ELENA FARMS APPRAISAL REPORTS

Consultant will provide coordination and additional documentation and engineering drawings requested by Caltrans to facilitate the right-of-way acquisition estimates and compensation offers to property owners required to construct the project.

After completing 11 appraisal reports and receiving approval from Caltrans District 7, three of the reports (PEGH, Santa Elena Farms and UPRR) were sent to Caltrans Headquarters for further analysis. Caltrans Headquarters requested additional appraisal services to be performed to facilitate negotiations with property owners and expedite the acquisition process. The changes required coordination with Caltrans, meetings, changes, updating the reports, three (3) additional reviews (Independent review, Caltrans District 7 Office, and Caltrans Headquarters) for each report.

The changes required an updated comparable sale form for Santa Elena Farms, providing additional discussion in both reports regarding qualitative adjustments beyond what was approved in the original nine (9) reports, providing additional discussion related to hazmat issues, and added cost to cure documentation.

Justification for Additional Scope of Work

The additional services requested by Caltrans Headquarters were not included in the original scope of work for Riggs & Riggs to prepare the appraisal reports and required a second independent appraisal review.

TASK 2 – UPDATE TO ABANDON THE STURGIS 1 OIL WELL TO REDUCE CONSTRUCTION COSTS AND OBTAIN CALGEM APPROVAL

Consultant will assist with coordination and design services required for the re-abandonment of Sturgis 1 oil well and raising the steel casing of the Pfeiler 2 oil well as required by the California Geologic Energy Management Division (CalGEM). This work includes submission of well transfer documentation, Notice of Intent (NOI) permit applications and the preparation of contract specifications for each well.

For the Sturgis 1 oil well, additional engineering and geological evidence will be prepared and presented to CalGEM to modify their requirement to install a new freshwater cement plug from a depth of 1,500 ft to the bottom of the existing well at 1,712 ft. Drilling to this depth requires the removal of one existing cement plug from 538 ft to 650 ft and a second existing cement plug from 875 ft to 1,000 ft. The well is only encased with steel pipe to a depth of 613 ft. Drilling below the steel casing to remove the deeper cement plug is problematic as the drill can be deflected or "side-tracked" by the existing cement plug. The CalGEM requirement is based upon the depth of fresh water from 1,400 ft to 1,600 ft. and above the bottom of the existing 1,712 ft deep well. If the depth of fresh water is determined to be deeper than the existing well, the requirement to install a new plug from 1,500 ft to 1,712 ft could be eliminated. If approved, the abandonment would then consist of removing the existing cement plug from 538 ft to 650 ft with a new cement plug placed from the surface to 700 ft. This would keep most of the drilling operations within the existing steel casing and result in an estimated savings of $500,000.

The study and design include the following:

- Analysis of detail geological evidence for base of fresh water and discussion with Ventura County Watershed Protection - Groundwater Section to agree on the accurate base of freshwater.
- Continue to negotiate with CalGEM to come up with a reasonable, practical, safe procedure for re-abandonment of the Sturgis 1 well.
- Provide both geological and engineering evidence to CalGEM to show the final plan follows all regulations and is realistic and economically feasible.
- Continue to negotiate with CalGEM to finalize well abandon plans
- Update wellbore diagrams for the Pfeiler 2 & Sturgis 1 wells
- Update NOI well programs for the two wells
- Update detail Cost Estimate (AFE) for the two wells

Justification for Additional Scope of Work
To avoid high construction cost related to CalGEM requirements to drill within the uncased portion of the existing Sturgis 1 oil well from a depth of 613 ft to 1,712 ft. Consultant proposes a revised approach, with additional engineering based upon geological evidence, and negotiated with CalGEM on a reasonable, practical, safe procedure for re-abandonment of this 90 year old well resulting in significant cost savings and accelerated schedule of completion.

TASK 3 – HAILWOOD/SANTA ELENA FARMS DEMOLITION HAZARDOUS MATERIALS INVESTIGATIONS

Consultant will conduct a hazardous materials investigation and prepare a report for the removal of facilities within the property. The facilities to be removed include above ground and underground irrigation facilities, two existing water wells, well pumps, electrical controls, electrical panels, well head discharge piping, filter and chemical tanks, piping from wells to tanks, standpipes, wooden shed, and wooden electrical poles after Southern California Edison (SCE) has removed the electrical meter.

Justification for Additional Scope of Work
It was initially anticipated the property owner would remove the existing buildings and facilities before the property was acquired; however, Caltrans determined, during negotiations for right-of-way acquisition, it would be beneficial to require the project contractor to demo the existing building after acquisition. Checking to see if the buildings contain hazardous materials now will minimize potential claims and change orders during construction.

TASK 4 - SB1 GRANT APPLICATION

Consultant will aid in completing the application for the $15M in Solutions for the Congested Corridors SB1 grant funding application. Calculation and determination of traffic related values for the Congestion Reduction, System Reliability, Vehicle Volume and Safety for the Build and No Build scenarios. Congestion Reduction will be determined by the change in daily vehicle miles over the length of the project. The Berkeley Transportation Injury Mapping System (TIMS) will be accessed to determine traffic collision data for the most recent 3-year period.

Justification for Additional Scope of Work
Consultant to provide calculations and traffic values to assist in completing the Corridors SB1 grant application. Consultant aided with additional rounds of Caltrans comments to the application.

TASK 5 – GROUNDWATER DISCHARGE CAPACITY ANALYSIS

Consultant will perform further analysis of the city facilities to determine available capacity of the pipelines and of the Oxnard Wastewater Treatment Plant to handle the discharge volumes into the city's system.

Subtask 5.1 Oxnard Wastewater Treatment Plant Capacity Analysis

Consultant will confirm the rates of discharge from the Oxnard Wastewater Treatment Plant (OWTP) Headworks Project. Process Impact Analysis Report on Capability of OWTP to accommodate groundwater discharges to the plant.

Subtask 5.2 Groundwater Discharge Pipeline Capacity Analysis

Consultant will provide hydraulic modeling service to evaluate the impacts on the capacity of the City's collection system if the anticipated infiltration flow from the project site is discharged to the manhole at the NE corner of Rice Ave and 5th Street.

Justification for Additional Scope of Work

A high volume of groundwater is anticipated to be encountered during the reconstruction and relocation of the existing sewer lines and other excavations within the footprint of the Project. Such high volumes result from the shallow depth of groundwater and the underlying sandy soils. Pumped groundwater can be discharged to either the City's Sewer System or treated and released to existing drainage channels in accordance with National Pollutant Discharge Elimination System (NPDES) permit requirements. The cost to treat and release groundwater to meet NPDES water quality requirements is expected to be significant. In order to offer the contractor an less expensive alternative, this study will determine the maximum capacity of the City's Sewer System to accept groundwater, evaluate potential impacts of the groundwater discharge to the Oxnard Wastewater Treatment Plant (OWTP) and provide estimated costs based upon the maximum acceptable flows.

The construction cost savings to discharge into the city system is estimated at $300,000 and should be reflect in the project bids as the contractor is responsible for paying OWTP ad dewatering costs.

TASK 6 – UPRR FUNDING APPLICATION UPDATES

Consultant will prepare a nomination application to the California Public Utilities Commission Order Establishing the California Grade Separation Fund Priority List for Fiscal Years 2024/2025 and 2025/2026 for the Rice Avenue Grade Separation Project. Applications are due by October 2023. Consultant will also participate in the mandatory Evidentiary Hearing and will submit the request for allocation of $5M in Section 190 grant funding.

Justification for Additional Scope of Work

Rice is ranked No. 5 on the current 2022/2023 priority list which allows the city to apply to Caltrans for Section 190 funding between Jan 1 and April 1, 2024. Should the funding request be made after April 1, 2024, the project is required to be ranked on the next cycle for the CPUC Grade Separation Priority List for Fiscal Years 2024/2025 and 2025/2026. Due to the expected one-year extension for project funding allocation by the California Transportation Commission, there may be a delay in applying for the Section 190 funding by April 1, 2024. To continue eligibility, an application for Fiscal Years 2024/2025 and 2025/2026 is required to be submitted by October 1, 2023.

TASK 7 – CONSTRUCTABILITY REVIEW CHANGES TO DESIGN

Consultant will incorporate all changes to the plans and specifications resulting from the Construction Manager's constructability review process.

Justification for Additional Scope of Work

The city expects to retain the services of a Construction Manager, CM, to perform a constructability review and provide construction management services during construction of the project. The Construction Manager will provide comments to be addressed by Consultant prior to receiving an encroachment permit from Caltrans to advertise for construction. This work will be performed on an-as-needed basis as directed by the city.

TASK 8 – PREPARE PLANS SPECIFICATIONS AND ESTIMATE (PS&E) AND REVISE THE DIGITAL TERRAIN MODEL FOR REMOVAL OF STOCKPILED MATERIAL AT PEGH INVESTMENTS PROPERTY

Consultant will prepare plans and estimate quantities for the removal of a portion of the existing stockpile on the PEGH Investments property. This work will be performed by others prior to start of construction to allow for the relocation of the overhead SCE transmission line. The digital terrain model will be developed to generate cross sections used to determine the volume of soil to be graded for payment of the work. Consultant will provide construction staking for the Temporary Construction Easement at 50' intervals including all begin and end of curves and all angle points. Consultant will provide construction staking for the Slopes and Stockpile at 50' intervals on desired offset including grade breaks, begin and end of curves and all angle points. Replacement of lost stakes will be the responsibility of the grading contractor.
Geotechnical scope of services includes the following:

- Attend a brief project kickoff meeting
- Provide a 2-day field effort to observe over excavation and remedial grading in the local areas where the five SCE poles will be relocated
- Perform field density/compaction testing on fill and backfill soils placed in the local over excavated areas; and
- Prepare a letter documenting the grading observations and opinions

Justification for Additional Scope of Work

The owner indicated during early discussions that they desired to retain material stockpiled on their property and would move the stockpile within the right-of-way to be acquired for the project Subsequently, the owner decided to sell the stockpile material for use on the project. A pathway through the 8-foot-deep stockpile is required to allow SCE to relocate power lines prior to the start of construction and minimize delays to the project or potential claims and change orders. This task allows for the preparation of Plans, Specifications and Estimate (PS&E) to provide accessibility to SCE for the relocation of the power poles.

TASK 9 – READY-TO-LIST (RTL), ROW/ENGINEERING AND CALTRANS COORDINATION – MANAGEMENT AND ADMINISTRATION

Consultant will coordinate with Caltrans and city staff and assist in completing the Ready-to-List phase of the project which will allow the city to advertise the project for construction. This includes obtaining the Caltrans Encroachment Permit and Right of Way support Services as requested by Caltrans and approved by the City. This task also provides for Consultant to manage and coordinate the completion of Tasks 1 through 9.

Justification for Additional Scope of Work

Consultant completed the project design while the right-of-way acquisition is still in progress by Caltrans. Consultant provided Right of Way engineering during the completion of the design

phase; however, Caltrans requested that Consultant assist Caltrans with various other Right of Way activities including providing exhibits to Caltrans acquisition agents in response to property owner requests, providing survey staking acquisitions areas, and coordination necessary to facilitate the acquisition of right-of-way for the project

EXHIBIT B-2

SCHEDULE OF SERVICES

Activity	Proposed Date
A. Begin Work	July 2023
B. Final Design Submittal for Caltrans Signature	September 2023
C. Submit Final Design Documents/Encroachment Permit	December 2023
D. Ready to List (RTL)	January 2024
E. Advertise	March 27, 2024
F. Award	July 2024
G. Begin Construction	August 2024
H. Completion of Construction	March 2027
I. Project Close Out	September 2027

EXHIBIT C-5

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 1 thru 9			TOTAL AMOUNT OF PROPOSAL **$376,898.07**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	44	$134.50	$5,918.00	
Discipline Lead	302	$108.30	$32,706.60	
Discipline Lead	12	$109.13	$1,309.56	
Engineering Manager	16	$128.81	$2,060.96	
Senior Project Engineer	40	$107.74	$4,309.60	
Senior Project Engineer	34	$97.12	$3,302.08	
Senior Project Engineer 1	248	$72.65	$18,017.20	
Project Engineer	8	$72.75	$582.00	
Assistant Engineer	8	$57.81	$462.48	
CADD	20	$53.85	$1,077.00	
Administrative	12	$35.30	$423.60	
Labor Cost	744		$70,169.08	
Total Direct Labor				$70,169.08
2. Labor Overhead Rate	Rate			
	157.00%		$110,165.46	
				$180,334.54
Fully Burdened				$180,334.54
3. Travel*			Est. Cost ($)	
a. Transportation				
Total Travel				$0.00
4. Subcontractors/Suppliers**				Budget
Hamner, Jewell & Associates (Riggs & Riggs)				$ 40,000.00
InterAct				$ 20,579.56
Group Delta				$ 14,920.68
Kimley Horn				$ 4,200.00
Kennedy Jenks				$ 49,800.00
Douglas Consulting				$ 12,055.59
Guida				$ 23,124.87
Fugro				$ 13,849.39
Total Subcontractors/Suppliers (Cost to Complete)				$ 178,530.09
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$18,033.45
TOTAL COST AND FEE TO COMPLETE PROJECT				**$376,898.07**

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

RICE AVENUE GRADE SEPARATION PROJECT
AMENDMENT NO. 6

			Project Manager	Discipline Lead	Discipline Lead	Engineering Manager	Senior Project Engineer	Senior Project Engineer	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	Total Hours	Cost
TASK 1 - PEGH & HAILWOOD/SANTA ELENA FARMS APPRAISAL REPORTS															
1.1	Prepare reports, review and coordination with Caltrans	**Hamner Jewell**												0	$ 40,000.00
	SUBTOTAL - Task 1		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 40,000.00**
TASK 2 - UPDATE TO ABANDON THE STURGIS 1 OIL WELL															
2.1	Analysis, reports and Coordination for approval	**InterAct**												0	$ 20,579.56
	SUBTOTAL - Task 2		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 20,579.56**
TASK 3 - HAILWOOD/SANTA ELENA FARMS DEMOLITION HAZ MAT INVESTIGATIONS															
3.1	Haz Mat Investigations, reports and coordination	**Group Delta**												0	$ 14,920.68
	SUBTOTAL - Task 3		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 14,920.68**
TASK 4 - SB1 GRANT APPLICATION															
4.1	Assist with application in Solutions for Congested Corridors SB1 Grant Funding	**Kimley Horn**												0	$ 4,200.00
	SUBTOTAL - Task 4		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 4,200.00**
TASK 5 - GROUNDWATER DISCHARGE CAPACITY ANALYSIS															
5.1	Oxnard Wastewater Treatment Plant Capacity Analysis	**Kennedy Jenks**												0	$ 37,000.00
5.2	Groundwater Discharge Pipeline Capacity Analysis	**Kennedy Jenks**												0	$ 12,800.00
	SUBTOTAL - Task 5		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 49,800.00**
TASK 6 - UPRR FUNDING APPLICATION UPDATES															
6.1	UP Application Updates	**DEI**												0	$ 12,055.59
	SUBTOTAL - Task 6		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 12,055.59**
TASK 7 - CONSTRUCTABLITY REVIEW CHANGES TO DESIGN															
7.1	Design changes	**WKE**	2	2	12	12	24	10	12	8	8	20		110	$ 27,962.20
7.2	Coordinatiion with Caltrans for reviews and approvals	**WKE**	2	8					24					34	$ 8,138.93
	SUBTOTAL - Task 7		**4**	**10**	**12**	**12**	**24**	**10**	**36**	**8**	**8**	**20**	**0**	**144**	**$ 36,101.13**
TASK 8 - REVISE DIGITAL TERRAIN MODEL DESIGN FOR REMOVAL OF STOCKPILED MATERIAL AT PEGH INVESTMENTS PROPERTY															
8.1	Digital Terrain Model - Cross Section and Quantities	**WKE**					8		12					20	$ 4,901.23
8.2	Prepare Grading Plans	**WKE**				4	8							12	$ 3,893.23
8.3	Quantities and Estimates	**WKE**							8					8	$ 1,643.05
8.4	Coordination with City and Grading Contractor	**WKE**		24					12					36	$ 9,812.52
8.5	Construction Staking	**Guida**												0	$23,124.87
8.6	Geotechnical Investigations	**Fugro**													$ 13,849.39
	SUBTOTAL - Task 8		**0**	**24**	**0**	**4**	**16**	**0**	**32**	**0**	**0**	**0**	**0**	**76**	**$ 57,224.29**
TASK 9 - READY-TO-LIST ROW/ENGINEERING AND CALTRANS COORDINATION															
9.1	Coordination and Support Services	**WKE**	40	268				24	180				12	524	$ 142,016.83
	SUBTOTAL - Task 9		**40**	**268**	**0**	**0**	**0**	**24**	**180**	**0**	**0**	**0**	**12**	**524**	**$ 142,016.83**
TOTAL	**TASKS 1 THRU 9**		**44**	**302**	**12**	**16**	**40**	**34**	**248**	**8**	**8**	**20**	**12**	**744**	**$ 376,898.08**

PRICE SUMMARY SHEET

SCHEDULE OF FEES

April 24, 2023

SCHEDULE I - HOURLY RATE SCHEDULE

Classification	Job Function		Salary Rate
Project Manager	Project Manager/Director	Carlos Cadena	$134.50
Discipline Lead	ROW - Utilities	John Ballas	$108.30
Discipline Lead	Roadway/Structures Design	Dan Weddell	$109.13
Engineering Manager	Drainage/Roadway	Michael Hynes	$128.81
Senior Project Engineer	Roadway	John Zheng	$107.74
Senior Project Engineer	Roadway Design	Mainak Dey	$97.12
Senior Project Engineer 1	Roadway Design	Henry Tong	$72.65
Project Engineer	Design	Askey Banesh	$72.75
Assistant Engineer	Roadway Design	Akshar Mathur	$57.81
CADD	CADD	Eric Gray	$53.85
Administrative	Administrative	Ceceil Cheung	$35.30

Field Overhead Rate:	
Office Overhead Rate:	157.00%
Profit:	10.0%

TASK NO. 1
PEGH & HAILWOOD/SANTA ELENA FARMS
APPRAISAL REPORTS

HAMNER JEWELL & ASSOCIATES

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Hamner, Jewell & Associates**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420			CONTRACT NO. 18005	
Services to be Performed Right of Way Services			TOTAL AMOUNT OF PROPOSAL **$40,000.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Managing Senior Associate	15	$95.00	$1,425	
Right of Way Agent (Sr II)	23	$61.92	$1,424	
Right of Way Agent (Sr I)	23	$44.00	$1,017	
Right of Way Agt II	0	$0.00	$0	
Right of Way Agt I	0	$0.00	$0	
Transaction Coordinators	0	$36.00	$0	
Clerical Support	0	$17.74	$0	
Project Coordinator	0	$40.87	$0	
Project Administrator	0	$0.00	$0	
Labor Cost	61		$3,866	
Escalation	3%		$70	
Total Direct Labor				$3,935
2. Labor Overhead Rate	Rate			
	131.00%			
				$5,155.45
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$30,000
6. General & Admin. Expense				
7. Fee		10%		$909
TOTAL ESTIMATED COST AND FEE				**$40,000.00**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
	Printing (8.5"x11" Black & White)		$0.00
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
$500.00	Postage and Delivery		$0.00
$30,000.00	Appraisal Report Update (Pegh & Santa Elena Farms)	1	$30,000.00
			$0.00
			$0.00
			$0.00
			$0.00
		5. TOTAL	$30,000.00

TASK NO. 2
UPDATE TO ABANDON STURGIS 1 OIL WELL AND OBTAIN CALGEM APPROVAL

InterAct

CONTRACT PRICING PROPOSAL				
InterAct			Ventura	
Home Office Address 260 Maple Court, Ste 210. Ventura 93003			CONTRACT NO. RFP PW18-47	
Services to be Performed Oil Well Services			TOTAL AMOUNT OF PROPOSAL **$20,579.56**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Company Principal/Principal Engineer	5	$97.40	$487.00	
Well Engineer IV	50	$93.07	$4,653.50	
Principal Geologist/Sr. Geophysicist	25	$85.28	$2,132.00	
Permitting/Regulatory Specialist	20	$62.34	$1,246.80	
Project Technical Assistant II	10	$38.96	$389.60	
Labor Cost	110		$8,908.90	
Escalation	0%		$0.00	
Total Direct Labor				$8,908.90
2. Labor Overhead Rate	Rate			
Overhead	110.00%	$8,909	$9,799.79	
FCCM	0.00%	$8,909	$0.00	
				$9,799.79
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0.00	
Total Travel				$0.00
4. Subcontractors/Suppliers			Est. Cost ($)	
None				
Total Subcontractors/Suppliers				$0.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$1,870.87
TOTAL ESTIMATED COST AND FEE				**$20,579.56**

TASK NO. 3
HAILWOOD/SANTA ELENA FARMS
DEMOLITION HAZ MAT INVESTIGATIONS

GROUP DELTA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Group Delta**			DIVISIONS/LOCATIONS Environmental	
Home Office Address 32 Mauchly, Suite B, Irvine, CA 92618			CONTRACT NO.	
Services to be Performed Hazardous Building Materials Survey - Lead Based Paint and Asbestos			TOTAL AMOUNT OF PROPOSAL **$14,920.68**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal	3	$96.85	$291	
Associate	16	$67.60	$1,082	
Senior	0	$52.12	$0	
Project	58	$40.10	$2,326	
Staff	4	$31.43	$126	
Technician	12	$35.86	$430	
Draftsperson	0	$36.84	$0	
Project Support	0	$29.13	$0	
	0	$0.00	$0	
Labor Cost	93		$4,254	
Escalation	3%	Per 10-H	$0	
Total Direct Labor				$4,254
2. Labor Overhead Rate	Rate			
	175.20%			
				$7,453
3. Travel			Est. Cost ($)	
a. Transportation			$168	
b. Per Diem or Subsistence			$0	
Total Travel				$168
4. Subcontractors/Suppliers			Est. Cost ($)	
Spectrum - Geophysical			$0	
ABC Liovin - Drilling			$0	
AIS - Drum Disposal			$0	
Orange Coast Analytical - Laboratory			$700	
Eco-Rental or Pine - Equipment Rental - GPS, PID			$0	
Statewide - Traffic Control			$0	
Statewide - Traffic Plans			$0	
Enviro-Tox Services, Inc. (Board certified toxicologist and risk assessor)			$0	
Millennium Environmental - Direct Push Drilling			$0	
LA Testing - Asbestos Laboratory			$1,000	
Total Subcontractors/Suppliers				$1,700
5. Other Direct Costs				$175
6. General & Admin. Expense				$0
7. Fee		10%		$1,171
TOTAL COST AND FEE TO COMPLETE PROJECT				**$14,920.68**

TASK NO. 4
SB1 GRANT APPLICATION

KIMLEY-HORN & ASSOCIATES

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Kimley Horn and Associates, Inc**			DIVISIONS/LOCATIONS Los Angeles, CA	
Home Office Address 660 South Figueroa St, #2050 Los Angeles, CA 90017			CONTRACT NO. RFP PW18-47	
Services to be Performed Traffic Design Services			TOTAL AMOUNT OF PROPOSAL **#REF!**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal in Charge		$96.16	$0.00	
Project Manager	2	$61.06	$122.12	
Sr. Professional 1	10	$61.30	$613.00	
Professional 1	12	$45.20	$542.40	
Professional 2		$39.44	$0.00	
Professional 3		$53.86	$0.00	
Project Support		$51.46	$0.00	
Admin Support		$26.46	$0.00	
Analyst		$36.54	$0.00	
Sr. Professional 2		$83.18	$0.00	
Labor Cost	24		$1,278	
Escalation	0%		$0	
Total Direct Labor				$1,278
2. Labor Overhead Rate	Rate			
Overhead	197.02%	$1,278	$2,517	
FCCM	0.51%	$1,278	$7	
				$2,523
3. Travel			Est. Cost ($)	
a. Transportation			$0.00	
b. Per Diem or Subsistence			$0	
		Total Travel		$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Printing			$19.55	
		Total Subcontractors/Suppliers		$20
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$379
TOTAL COST AND FEE TO COMPLETE PROJECT				**$4,200.00**

TASK NO. 5
GROUNDWATER DISCHARGE CAPACITY ANALYSIS

KENNEDY JENKS

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Kennedy/Jenks Consultants**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 2775 N. Ventura Road, Oxnard, CA 93036			CONTRACT NO. RFP PW18-47	
Services to be Performed Utility Design Services - Treatment Plant Capacity Analysis			TOTAL AMOUNT OF PROPOSAL **$37,000.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Principal	14	$270.00	$3,780	
Project Manager	52	$343.00	$17,836	
Senior Project Engineer	5	$270.00	$1,350	
Project Engineer	87	$141.00	$12,267	
Administrative Assistant	10	$114.00	$1,140	
Labor Cost	168		$36,373	
Escalation	0%		$0	
Total Direct Labor				$36,373
2. Labor Overhead Rate	Rate			
	194.90%			
				$36,373
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$627
6. General & Admin. Expense				
7. Fee				$0
TOTAL COST AND FEE TO COMPLETE PROJECT				**$37,000.00**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	2,625	$315.00
$0.13	Printing (11"x17" Black & White)	240	$31.20
$0.25	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)		$0.00
$2.70	Full Color Presentation Exhibits		$0.00
$0.60	Printing (24"x36" Bond)	240	$144.00
$5.70	Printing (24"x36" Mylar)	24	$136.80
		5. TOTAL	$627.00

Proposal Fee Estimate

CLIENT Name: HDR, Inc.

PROJECT Description: Oxnard Rice Ave Separation Project GW Dewatering Impacts on OWTP

Proposal/Job Number: _____ **Date:** 7/15/2022

Classification:	Project Principal	Project Manager	Senior Project Engineer	Project Engineer	Admin Assistant			Total	KJ Labor	S
Hourly Rate:	$270	$343	$270	$141	$114			Hours	Fees	Fe
Task 1 - Project Management										
1.1 Project Management	6	3			6			15	$3,333	
Task 1 - Subtotal	6	3	0	0	6	0	0	15	$3,333	
Task 2 - Quantify GW Dewatering Rates of Discharge										
2.1 Quantify GW Dewatering Rates of Discharge	2	12	1	20				35	$7,743	
Task 2 - Subtotal	2	12	1	20	0	0	0	35	$7,743	
Task 3 - Confirm GW Dewatering Rates of Discharge for OWTP 2003 Headworks Project										
3.1 Confirm 2003 OWTP HW Project Dewatering Rates		6		10				16	$3,467	
Task 3 - Subtotal	0	6	0	10	0	0	0	16	$3,467	
Task 4 - Review and Comparison of Group Delta GW Sampling & Analytacial Data										
4.1 Review/Comparison Field GW Sampling and Analytic Data	2	16	2	25				45	$10,089	
Task 4 - Subtotal	2	16	2	25	0	0	0	45	$10,089	
Task 5 - Prepare Process Impact Analysis Report										
5.1 Draft and Final Report	4	15	2	32	4			57	$11,730	
Task 5 - Subtotal	4	15	2	32	4	0	0	57	$11,730	
All Tasks Total	14	52	5	87	10	0	0	**168**	**$36,363**	

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: WKE

PROJECT Description: Modeling - Sewer

Proposal/Job Number: _____ **Date:** 5/16/2022

January 1, 2022 Rates Classification:	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Administrator	Admin. Assist.	Aide	Total	KJ Labor	Sub	KJ ODCs	KJ ODC Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	$295	$275	$250	$225	$205	$190	$170	$140	$175	$160	$145	$130	$135	$115	$90	Hours	Fees	Fees	Fees	10%				Fees
Task 1 -Modeling - All Work																								
1.1 All Work	4		6		12	24							4			50	$10,240		$220	$0	$10,240	$0	$220	$10,460
with iterations					4	8										12	$2,340			$0	$2,340	$0	$0	$2,340
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
Task 1 - Subtotal	4	0	6	0	16	32	0	0	0	0	0	0	4	0	0	62	$12,580	$0	$220	$0	$12,580	$0	$220	$12,800
All Tasks Total	4	0	6	0	16	32	0	0	0	0	0	0	4	0	0	62	$12,580	$0	$220	$0	$12,580	$0	$220	**$12,800**

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CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Kennedy/Jenks Consultants**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 2775 N. Ventura Road, Oxnard, CA 93036			CONTRACT NO. RFP PW18-47	
Services to be Performed Utility Design Services - Pipeline Capacity Analysis			TOTAL AMOUNT OF PROPOSAL **$12,800.00**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Eng-Sci 8	4	$295.00	$1,180	
Eng-Sci 6	6	$250.00	$1,500	
Eng-Sci 4	16	$205.00	$3,280	
Eng-Sci 3	32	$190.00	$6,080	
Project Administrator	4	$135.00	$540	
Labor Cost	62		$12,580	
Escalation	0%		$0	
Total Direct Labor				$12,580
2. Labor Overhead Rate	Rate			
	194.90%			
				$12,580
3. Travel			Est. Cost ($)	
a. Transportation			$0	
b. Per Diem or Subsistence			$0	
Total Travel				$0
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$220.00
6. General & Admin. Expense				
7. Fee				$0
TOTAL COST AND FEE TO COMPLETE PROJECT				**$12,800.00**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
	Mileage		$0.00
		3a. TOTAL	$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.12	Printing (8.5"x11" Black & White)	1,800	$216.00
$0.13	Printing (11"x17" Black & White)	31	$4.03
$0.25	Printing (8.5"x11" Color)		$0.00
$0.50	Printing (11"x17" Color)		$0.00
$2.70	Full Color Presentation Exhibits		$0.00
$0.60	Printing (24"x36" Bond)	0	$0.00
$5.70	Printing (24"x36" Mylar)	0	$0.00
		5. TOTAL	$220.03

Proposal/Fee Estimate **Kennedy/Jenks Consultants**

CLIENT Name: WKE

PROJECT Description: Modeling - Sewer

Proposal/Job Number: _____ **Date:** 5/16/2022

January 1, 2022 Rates Classification:	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Administrator	Admin. Assist.	Aide	Total	KJ Labor	Sub	KJ ODCs	KJ ODC Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	$295	$275	$250	$225	$205	$190	$170	$140	$175	$160	$145	$130	$135	$115	$90	Hours	Fees	Fees	Fees	10%				Fees
Task 1 -Modeling - All Work																								
1.1 All Work	4		6		12	24							4			50	$10,240		$220	$0	$10,240	$0	$220	$10,460
with iterations					4	8										12	$2,340			$0	$2,340	$0	$0	$2,340
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
																0	$0			$0	$0	$0	$0	$0
Task 1 - Subtotal	4	0	6	0	16	32	0	0	0	0	0	0	4	0	0	62	$12,580	$0	$220	$0	$12,580	$0	$220	$12,800
All Tasks Total	4	0	6	0	16	32	0	0	0	0	0	0	4	0	0	62	$12,580	$0	$220	$0	$12,580	$0	$220	$12,800

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TASK NO. 6
UPRR FUNDING APPLICATION UPDATES

DOUGLAS ENGINEERING

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Douglas Engineering**			DIVISIONS/LOCATIONS Redlands, CA	
Home Office Address 414 Tennessee Street, Suite G, Redlands, CA 92373-8152			CONTRACT NO. RFP PW18-47	
Services to be Performed CPUC & Railroad Coordination			TOTAL AMOUNT OF PROPOSAL **$12,056**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	12	$85.00	$1,020	
Engineering Tech	70	$42.00	$2,940	
Engineering Tech CAD	18	$42.00	$756	
Labor Cost	100		$4,716	
Total Direct Labor				$4,716
2. Labor Overhead Rate	Rate			
	130.17%			
				$6,139
3. Travel			Est. Cost ($)	
a. Transportation			$56	
b. Per Diem or Subsistence			$0	
Total Travel				$56
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$59.70
6. General & Admin. Expense				
7. Fee		10%		$1,085
TOTAL ESTIMATED COST AND FEE				**$12,055.59**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	102	$55.59
		3a. TOTAL	$55.59
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.10	Printing (8.5"x11" Black & White)	41	$4.10
	Printing (11"x17" Black & White)		$0.00
	Printing (8.5"x11" Color)		$0.00
	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$4.10
			$59.69

TASK NO. 7

CONSTRUCTABILITY REVIEW CHANGES TO DESIGN

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 8			TOTAL AMOUNT OF PROPOSAL **$36,101.13**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	4	$134.50	$538.00	
Discipline Lead	10	$108.30	$1,083.00	
Discipline Lead	12	$109.13	$1,309.56	
Engineering Manager	12	$128.81	$1,545.72	
Senior Project Engineer	24	$107.74	$2,585.76	
Senior Project Engineer	10	$97.12	$971.20	
Senior Project Engineer 1	36	$72.65	$2,615.40	
Project Engineer	8	$72.75	$582.00	
Assistant Engineer	8	$57.81	$462.48	
CADD	20	$53.85	$1,077.00	
Administrative	0	$35.30	$0.00	
Labor Cost	144		$12,770.12	
Total Direct Labor				$12,770.12
2. Labor Overhead Rate	Rate			
	157.00%		$20,049.09	
				$32,819.21
Fully Burdened				$32,819.21
3. Travel*			Est. Cost ($)	
a. Transportation				
Total Travel				$0.00
4. Subcontractors/Suppliers**				Budget
Total Subcontractors/Suppliers (Cost to Complete)				$ -
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$3,281.92
TOTAL COST AND FEE TO COMPLETE PROJECT				**$36,101.13**

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

TASK NO. 8

PREPARE PS&E AND REVISE DIGITAL TERRAIN MODEL FOR REMOVAL OF STOCKPILED MATERIAL AT PEGH INVESTMENTS PROPERTY

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 8			TOTAL AMOUNT OF PROPOSAL **$57,224.28**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	0	$134.50	$0.00	
Discipline Lead	24	$108.30	$2,599.20	
Discipline Lead	0	$109.13	$0.00	
Engineering Manager	4	$128.81	$515.24	
Senior Project Engineer	16	$107.74	$1,723.84	
Senior Project Engineer	0	$97.12	$0.00	
Senior Project Engineer 1	32	$72.65	$2,324.80	
Project Engineer	0	$72.75	$0.00	
Assistant Engineer	0	$57.81	$0.00	
CADD	0	$53.85	$0.00	
Administrative	0	$35.30	$0.00	
Labor Cost	76		$7,163.08	
Total Direct Labor				$7,163.08
2. Labor Overhead Rate	Rate			
	157.00%		$11,246.04	
				$18,409.12
Fully Burdened				$18,409.12
3. Travel*			Est. Cost ($)	
a. Transportation				
Total Travel				$0.00
4. Subcontractors/Suppliers**				Budget
Guida				$23,124.87
Fugro				$ 13,849.39
Total Subcontractors/Suppliers (Cost to Complete)				$ 36,974.26
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$1,840.90
TOTAL COST AND FEE TO COMPLETE PROJECT				**$57,224.29**

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

TASK NO. 8

GUIDA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Guida Surveying**			DIVISIONS/LOCATIONS Ventura, CA	
Home Office Address 601 South Figueroa St, Los Angeles CA 90017			CONTRACT NO. RFP PW18-47	
Services to be Performed Surveying Services TASK 8			TOTAL AMOUNT OF PROPOSAL	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Principal Land Surveyor	5	$116.42	$582	
Sr. Project Manager	0	$82.05	$0	
Project Manager	0	$58.64	$0	
Project Surveyor	16	$57.66	$923	
Project Analyst	0	$46.57	$0	
CADD Survey Technician	0	$32.15	$0	
CADD Operator	0	$27.72	$0	
PLS Party Chief (Union Field)	54	$57.22	$3,090	
Chainman (Union Field)	54	$50.76	$2,741	
Labor Cost	129		$7,336	
			$0	
Total Direct Labor				$7,336
2. Labor Overhead Rate	Rate			
	179.83%			
				$13,192
3. Travel			Est. Cost ($)	
a. Transportation			$545	
b. Per Diem or Subsistence			$0	
Total Travel				$545
4. Subcontractors/Suppliers			Est. Cost ($)	
Total Subcontractors/Suppliers				$0
5. Other Direct Costs				$0
6. General & Admin. Expense				$0
7. Fee		10%		$2,052.72
TOTAL ESTIMATED COST AND FEE				**$23,124.87**

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST ($)
3a. Travel - Transportation			
	Parking		$0.00
$0.545	Mileage	1000	$545.00
		3a. TOTAL	$545.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	$0.00
5. Other Direct Costs			
Unit Cost	**Reproduction**	**Number**	
$0.15	Printing (8.5"x11" Black & White)		$0.00
$0.45	Printing (11"x17" Black & White)		$0.00
$0.55	Printing (8.5"x11" Color)		$0.00
$0.75	Printing (11"x17" Color)		$0.00
	Full Color Presentation Exhibits		$0.00
		5. TOTAL	$0.00

TYPE NAME AND TITLE	SIGNATURE
Tim Fettig, PLS	
NAME OF FIRM	DATE OF SUBMISSION
Guida Surveying	April 25, 2023

Guida Surveying

TASK	DESCRIPTION	FIRM	Principal Land Surveyor	Sr. Project Manager	Project Manager	Project Surveyor	Project Analyst	CADD Survey Technician	CADD Operator	PLS Party Chief (Union Field)	Chainman (Union Field)	TOTAL HOURS	COST
	Project Billing Rate (Burdened) for 1/1/22 to 12/31/22	**Project Average**	$358.36	$252.56	$180.50	$177.48	$143.35	$98.96	$85.33	$176.13	$156.25		
TASK 2 - RIGHT-OF-WAY ENGINEERING SERVICES													
2.5	Construction Staking - TCE	Guida	1			2				12	12	27	$4,701.84
2.6	Construction Staking - Slope and Stockpile	Guida	3			12				30	30	75	$13,176.18
2.7	Construction Staking - ROW/Fence	Guida	1			2				12	12	27	$4,701.84
	ODCs											0	$545.00
													$23,124.87

TASK NO. 8

FUGRO

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer **Fugro USA Land**			DIVISIONS/LOCATIONS Geotechnical Services	
Home Office Address 4820 McGrath Street, Suite 100, Ventura CA 93003			CONTRACT NO.	
Services to be Performed Construction Support - Geotechnical Services TASK 8			TOTAL AMOUNT OF PROPOSAL **$13,849.39**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Senior Principal		$117.56	$0.00	
Principal		$85.12	$680.96	
Associate		$65.27	$1,044.32	
Senior		$65.12	$0.00	
Senior Project		$51.78	$310.68	
Project		$50.34	$0.00	
Senior Staff		$42.21	$0.00	
Staff		$36.16	$0.00	
GIS Analyst		$44.58	$0.00	
Graphics Illustrator		$36.16	$144.64	
Word Processing		$39.57	$79.14	
Labor Cost	36		$2,259.74	
Total Direct Labor				$2,259.74
2. Labor Overhead Rate	Rate			
	296.24%			
				$6,694.25
3. Travel			Est. Cost ($)	
a. Transportation			$200.00	
b. Per Diem or Subsistence			$300.00	
Total Travel				$500.00
4. Subcontractors/Suppliers			Est. Cost ($)	
Laboratory Testing			$500	
Subcontracted Field Density Testing			$3,000	
Total Subcontractors/Suppliers				$3,500.00
5. Other Direct Costs				$0.00
6. General & Admin. Expense				$0.00
7. Fee		10%		$895.40
TOTAL COST AND FEE				**$13,849.39**

TASK NO. 9

TASK 9 - READY-TO-LIST ROW/ENGINEERING AND CALTRANS COORDINATION

CONTRACT PRICING PROPOSAL				Page 1 of 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				May 8, 2023
Name of Proposer **WKE, Inc.**			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed Amdendment No. 6 - Tasks 9			TOTAL AMOUNT OF PROPOSAL **$142,016.82**	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Project Manager	40	$134.50	$5,380.00	
Discipline Lead	268	$108.30	$29,024.40	
Discipline Lead	0	$109.13	$0.00	
Engineering Manager	0	$128.81	$0.00	
Senior Project Engineer	0	$107.74	$0.00	
Senior Project Engineer	24	$97.12	$2,330.88	
Senior Project Engineer 1	180	$72.65	$13,077.00	
Project Engineer	0	$72.75	$0.00	
Assistant Engineer	0	$57.81	$0.00	
CADD	0	$53.85	$0.00	
Administrative	12	$35.30	$423.60	
Labor Cost	524		$50,235.88	
Total Direct Labor				$50,235.88
2. Labor Overhead Rate	Rate			
	157.00%		$78,870.33	
				$129,106.21
Fully Burdened				$129,106.21
3. Travel*			Est. Cost ($)	
a. Transportation				
Total Travel				$0.00
4. Subcontractors/Suppliers**				Budget
Total Subcontractors/Suppliers (Cost to Complete)				$ -
5. Other Direct Costs*				
6. General & Admin. Expense (of Item No. 4)		0%		$0.00
7. Fee		10%		$12,910.61
TOTAL COST AND FEE TO COMPLETE PROJECT				**$142,016.82**

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

Seventh Amendment to Agreement A-8094 with HDR, Inc. for Rice Avenue & Fifth Street/State Route 34 Grade Separation, Specification No. 18-47

City Council
October 29, 2024

Debbie O'Leary
Transportation Planner

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Seventh Amendment with HDR, Inc. in the amount of $1,938,398.28, for a new not to exceed contract value of $11,816,253.53 to perform design support during construction for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

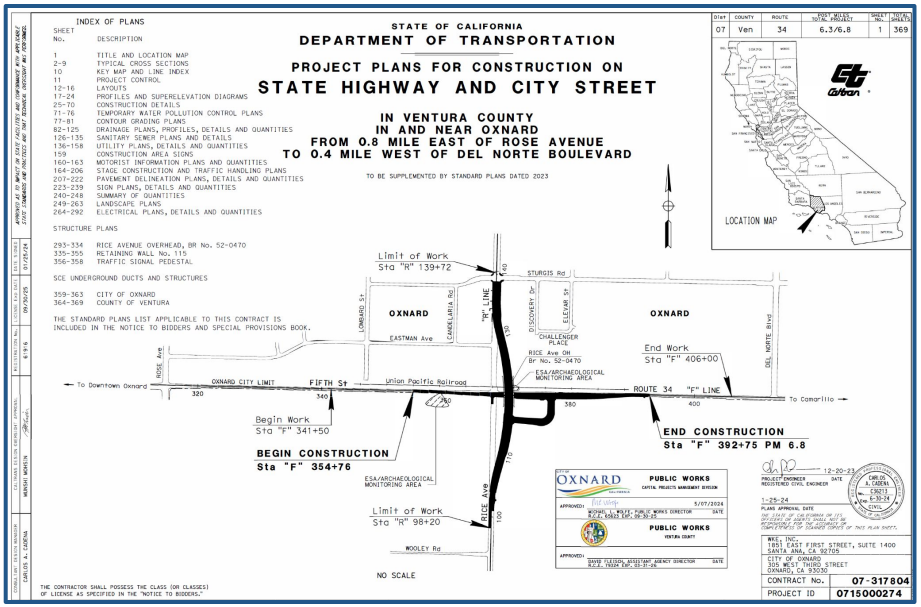
BACKGROUND

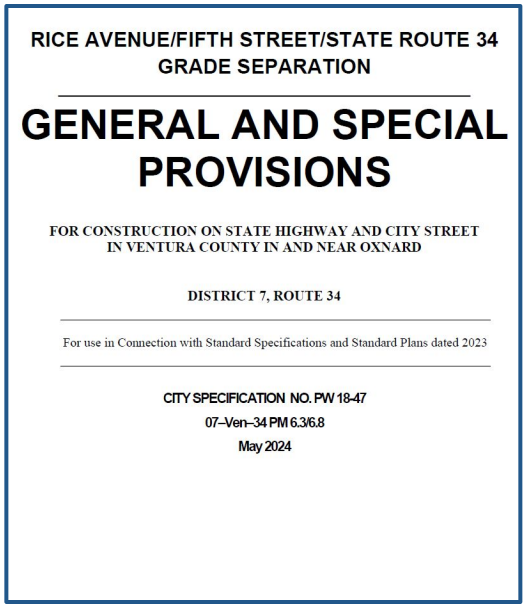
- This project will construct a new six-lane bridge bridge over the Railroad tracks and intersection of Rice Avenue, Fifth Street, and State Route 34.
- The project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing. The project will also relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

DISCUSSION

HDR, Inc., (formally WKE, Inc.) has been under contract with the City to develop Plans, Specifications & Estimates (PS&E) for the Project.

This seventh amendment is for design support during the bid, construction, and close-out phase. HDR, Inc. will review material submittals and respond to requests that may arise from the contractor and the construction management firm. They will clarify the project plans, studies and data, as well as provide any new or redesign drawings that may be required.




RICE AVENUE/FIFTH STREET/STATE ROUTE 34
GRADE SEPARATION

GENERAL AND SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY AND CITY STREET
IN VENTURA COUNTY IN AND NEAR OXNARD

DISTRICT 7, ROUTE 34

For use in Connection with Standard Specifications and Standard Plans dated 2023

CITY SPECIFICATION NO. PW 18-47
07–Ven–34 PM 6.3/6.8
May 2024

Estimated Project Schedule:

Fall 2024	1. Construction Contract Award 2. Construction Management Contract Award 3. Construction Design Support Contract Award *current item
Winter 2024	Contractor begins the material submittal approval process (100 days)
Spring 2025	Site work begins (780 working days)
Summer 2028	Construction is complete

FINANCIAL IMPACT

The total cost for this agreement shall not exceed $11,816,253.53 for PS&E and design support during bidding and construction on the Rice Avenue/Fifth Street/Route 34 Grade Separation Project. There is sufficient FY 24-25 budget available in the project (C1301) to fund this agreement from the Local and State Grant Fund (210).

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.4

DATE: October 29, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Planning and Zoning Permit No. 24-600-02 (Pre-Application); Pre-Application Review of the Harrison Avenue Apartments Project, Located at 145-155 Harrison Avenue. (20 minutes)

RECOMMENDATION

That the City Council review and provide preliminary comments on a pre-application for a General Plan Amendment, Zone Change, Special Use Permit, Density Bonus, and Lot Merger to allow for the construction of a 100-unit all-affordable apartment project.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/cFgZG-4NqjU

BACKGROUND

The pre-application process allows City Council members an opportunity to make individual comments concerning a future development project. Comments provided by the City Council on a pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, no formal direction or decision making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies and public notice has been provided. The Council's preliminary comments may help inform the applicant's decision to proceed through the entitlement process.

DISCUSSION

Project Description

The applicant proposes the development of a 100 unit all-affordable apartment project on an existing vacant site consisting of five parcels between Harrison Avenue and Oxnard Boulevard, adjacent to the railroad. This project consists of a new approximately 69,200 square feet four-story building, containing 72 studio (junior one-bedroom) units, 7 one-bedroom units, 21 two-bedroom units, and 100 uncovered parking spaces. As a 100% affordable development, and due to its proximity to a transit station, pursuant to state density bonus law, the project is eligible for reductions of development standards. The proposal includes increased density (64 units/acre) and reductions of parking, setbacks, and open space. However, the specific details of the project and each request may change as the project is processed through the entitlement review process.

The general plan and zoning designations on the three westernmost parcels are inconsistent with residential development; therefore the project would require an amendment to the 2030 General Plan and a zone change. The General Plan amendment and zone change would allow for the five lots to be merged and developed as a single project, which would allow for the better placement of parking, increased landscaping and amenities, as well as allowing the units to be located further away from the adjacent railroad tracks to help mitigate noise concerns.

Existing Land Uses & Entitlements

The site is currently unused except for a small number of storage containers. The project site general plan designations and zoning designations vary. The westernmost parcels (APNs 201-0-113-105, -130, and -160) have an Industrial Limited (ILM) general plan designation, and are zoned M-L, which is intended for limited manufacturing, not the proposed residential use.

The two easterly parcels (APNs 201-0-113-120, and -150) were amended from Industrial Limited to Commercial General and rezoned from M-L to C-2-PD-AHD as part of the adoption of the City's 2021-2029 Housing Element. The affordable housing additive zones were city-initiated zoning designations to provide opportunities for development of affordable residential developments to help reach the City's regional housing needs allocation (RHNA).

Location	General Plan	Zoning	Land Use
Project Site	Industrial Limited (ILM) (Western Portion) (APNs 201-0-113-105, -130, and -160) Commercial General (CG) (Eastern Portion) (APNs 201-0-113-120, and -150)	Limited Manufacturing (M-L) (Western Portion) (APNs 201-0-113-105, -130, and -160) General Commercial - Planned Development - Affordable Housing Discretionary (C-2-PD-AHD) (Eastern Portion) (APNs 201-0-113-120, and -150)	Vacant
North	Commercial General (CG)	General Commercial - Planned Development - Affordable Housing Discretionary (C-2-PD-AHD)	Auto Repair
South	Commercial General (CG)	Rose Santa Clara Specific Plan	Car Dealerships
East	Residential Low Medium (RLM)	Multiple-Family Residential	Single Family Residential
West	Industrial Limited (ILM)	Limited Manufaturing (M-L)	Railroad

The following entitlements are required for this project:

- **GPA** - The General Plan Amendment would change the designation for the three western parcels from Industrial Limited (ILM) to Commercial General (CG). This General Plan Amendment is necessary in order for all parcels to fall under the same General Plan CG designation which would allow for the development of residential on the entire project site once the associated zone change is approved.
- **Zone Change** - The zone change would revise the zoning of the three western parcels from Limited Manufacturing (M-L) to General Commercial - Planned Development - Affordable Housing Discretionary (C-2-PD-AHD). The zone change would result in all five parcels being zoned C-2-PD-AHD, which would allow for this project to utilize all five lots for residential purposes as a single project. The AHD zoning would allow for 30 units to the acre, resulting in 46 maximum units on the combined parcel.
- **SUP** - The Special Use Permit would allow the development of the apartment project within the General Commercial - Planned Development - Affordable Housing Discretionary (C-2-PD-AHD) zone, pursuant to the AHD standards.

- **Density Bonus** - The Density Bonus would allow for increased density and modifications or reductions of development standards. The proposal includes a density bonus of 117 percent to increase the maximum number of units from 46 units to 100 units and reductions in parking (186 required vs 100 proposed), front setbacks (20 feet required vs 5 feet proposed), and open space (17,364 square feet required vs 2,228 square feet proposed).
- **Lot Merger** - A lot merger will be required for this project to consolidate all parcels into a single parcel.
- **CEQA** - Environmental analysis pursuant to the California Environmental Quality Act (CEQA) will be required.

Considerations:

RHNA:
The GPA and zone change for the easterly parcel were specifically done as part of the adoption of the City's 2021-2029 Housing Element to help the City achieve compliance with the most recent RHNA allocation. Although the GPA and zone change of the westerly parcels is not needed for the City RHNA allocation, the consideration of these additional three parcels provides the opportunity to allow for better placement of parking, increased landscaping and amenities, as well as allowing the units to be located further away from the adjacent railroad tracks to help mitigate noise concerns.

Access: The proposal includes two proposed driveways on Harrison Avenue and an exit onto Cooper Road. Based on preliminary review by the City of Oxnard Traffic Division the proposed access road connecting to Cooper Road will not be permitted due to its proximity to the intersection and railroad. However, the two proposed driveways on Harrison Avenue and drive aisles will provide sufficient emergency access on the site. As part of the entitlement review process a traffic study will be required to review the impacts of the additional traffic on the street network. If required, appropriate improvements will be incorporated into the project conditions.

Pedestrian Safety: The project will result in increased pedestrian traffic in the area, due to the additional residential population. The project, if approved, will be required to construct pedestrian oriented frontage improvements, including sidewalks and ADA driveway crossings. The improvements may extend north to the intersection of Cooper Road to connect to the existing sidewalk on the south side of Cooper Road, however due to the existing business between the project site and Cooper Road, further analysis will be required to determine the feasibility. During the entitlement process the City will look at potential improvements along the Cooper Road frontage adjacent to the railroad, however, improvements may be limited due to the railroad owned property and easements.

Open Space: City code requires 17,364 square feet of open space for a project of this size. The project is proposing a small interior amenity space (approximately 2,228 square feet) and no exterior open areas. The applicant indicated that pursuant to the density bonus law regulations, they will seek reductions of open space requirements. While onsite amenities are limited, the City's Colonia Park is located less than 0.5 miles to the east of the project site. Additionally, Del Sol Park is approximately one mile away and Plaza Park is approximately 0.5 mile away. Should the project move forward it would be subject to Park Development Fees.

Parking: Due to the proximity to the Oxnard Transit Center, under density bonus provisions and Assembly Bill 2097, the City cannot impose minimum parking requirements on the Project. Specifically, projects within a half mile of a major transit stop are exempt for minimum parking requirements. However, the project is currently voluntarily providing 100 parking spaces, or one per unit. While this is less than required under the Oxnard City Code (186 spaces), this far exceeds the zero parking spaces required under state law. The final number of parking spaces will be reduced if the project proceeds through the entitlement process. As indicated in a previous section of this report, an exit will not be permitted on Cooper Road, therefore at minimum the seven parking stalls shown in that area would have to be eliminated.

Railroad and Street Noise: This project will result in residential units being constructed near active railroad tracks as well as a primary arterial roadway, Oxnard Boulevard. As such, the noise from both rail and vehicular traffic will need to be mitigated consistent with the General Plan and Oxnard City Code. Sound mitigation measures will be determined by an acoustical study provided by the developer and the mitigations will be incorporated into project conditions of approval.

Scale and Massing: The proposed four story building, at 46 feet in height, would be substantially taller than the surrounding development. However, the majority of the site is already zoned C-2-PD-AHD which allows for up to a five story building up to 56 feet in height. The proposed GPA and Zone Change would allow for the building to move closer

to the railroad if desired but would not impact the surrounding, primary single story development, more than the property as currently zoned.

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 are no fiscal impacts associated with this agenda item.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a pre-application pursuant to City Council Resolution No. 10,851.

Prepared by: Teri Avakian, Planning Supervisor

ATTACHMENTS

1. Maps (Aerial, Vicinity, General Plan, Zoning
2. 1989 Lot Line Adjustment
3. Project Plans
4. Presentation

Aerial Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

September 30, 2024

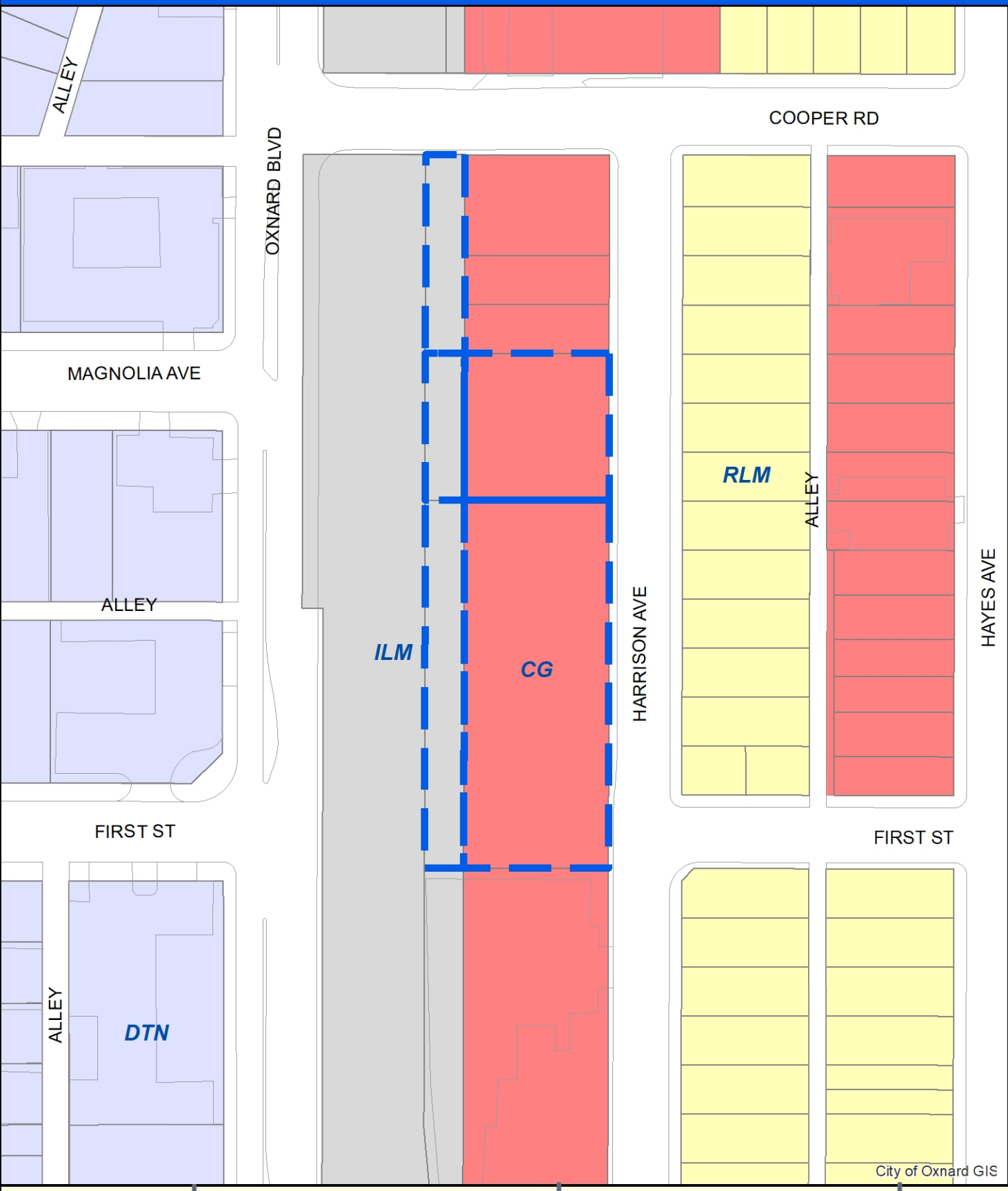
PZ 24-600-02
Location: Harrison Ave.
APN: 201011313, 201011312, 201011316, 201011315, 201011310
Harrison Ave Apts

0 20 40 80 120 160 Feet

Aerial Map

N

2030 General Plan Land Use Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

September 30, 2024

PZ 24-600-02
Location: Harrison Ave.
APN: 201011313, 201011312, 201011316, 201011315, 201011310
Harrison Ave Apts

0 50 100 200 Feet

2030 General Plan Land Use Map

N

1:1,297

Vicinity Map



CITY OF OXNARD CALIFORNIA
Oxnard Planning
September 30, 2024

PZ 24-600-02
Location: Harrison Ave.
APN: 201011313, 201011312, 201011316, 201011315, 201011310
Harrison Ave Apts

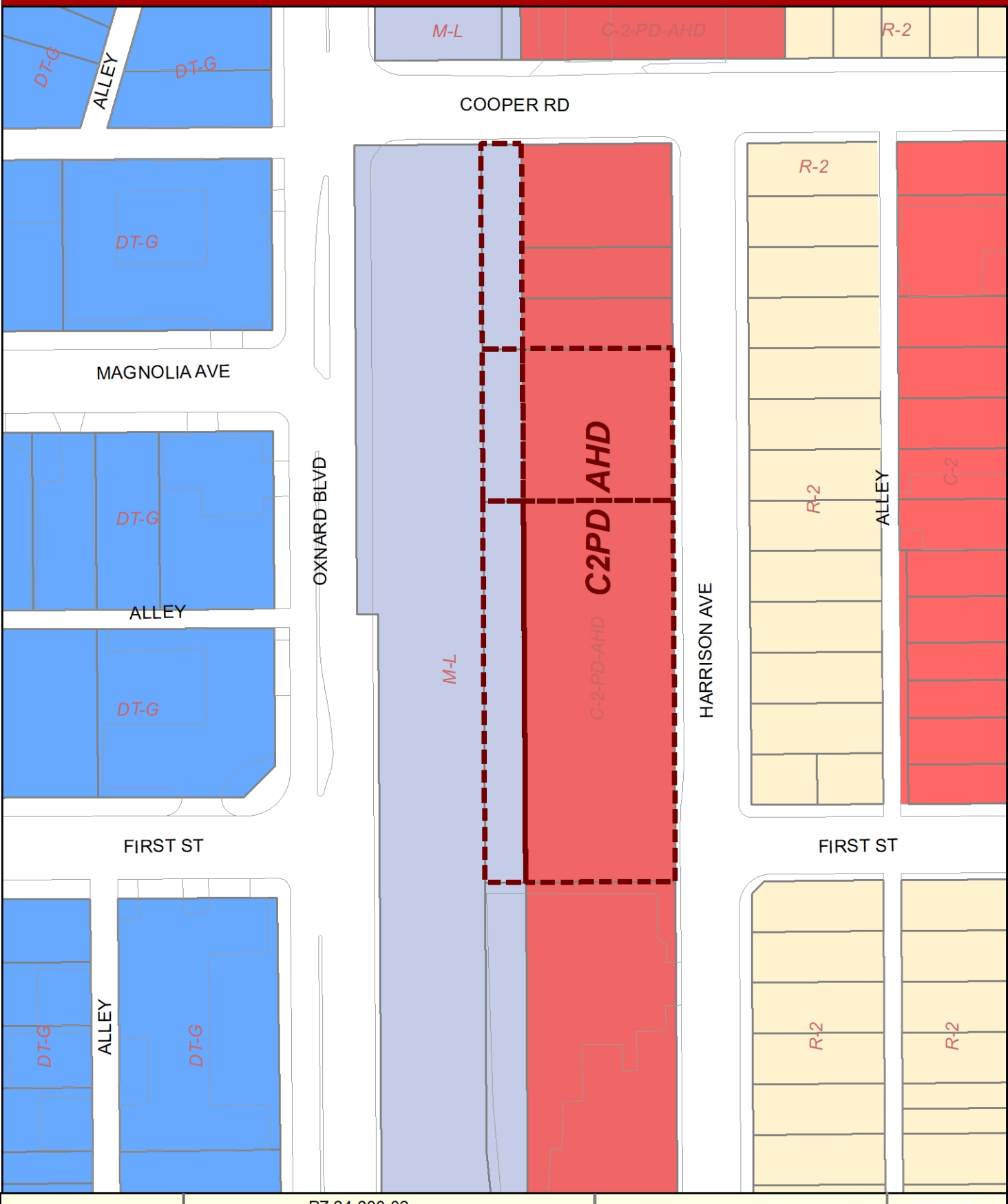
Vicinity Map

0 0.5 1 1.5 2 Miles

N

1:70,000

Zoning/Specific Plan Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

September 30, 2024

PZ 24-600-02
Location: Harrison Ave.
APN: 201011313, 201011312, 201011316, 201011315, 201011310
Harrison Ave Apts

0 25 50 100 150 200 Feet

Zoning/Specific Plan Map

N

1:1,250

89-205738

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
8:00am 28-Dec-89

Rec Fee	41.00
Total	41.00
PP	19

RECORD AT REQUEST OF AND RETURN TO:

PROODOS PROPERTIES INC.
3639 E. HARBOR BLVD.
VENTURA CA 93001

OWNER'S CERTIFICATE - LOT LINE ADJUSTMENT NO. 89-03

The undersigned hereby certifies to be the owner(s) of the real property included within the boundary of the lot line adjustment, the only person(s) whose consent is necessary to pass title to said real property, and that I/we consent to the making and recordation of this lot line adjustment.

(Signature) Proodos Properties Inc by [illegible]

(Signature) [illegible]

STATE OF CALIFORNIA
COUNTY OF VENTURA

On 9-25-89, before me, the undersigned, a Notary Public in and for said State, personally appeared Dean Logadakis, known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument.

Witness my hand and official seal.

Signature [illegible]

JoAnne Pinheiro

OFFICIAL SEAL
JO ANNE PINHERIO
Notary Public-California
VENTURA COUNTY
My Comm. Exp. Dec. 11, 1989

STATE OF CALIFORNIA
COUNTY OF Ventura ss.

On 9-25-89 before me, the undersigned, a Notary Public in and for said State, personally appeared Ted Lappadakis and _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____ President and _____ Secretary, on behalf of Peados Properties Inc.

the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Jo Anne Pinherio

OFFICIAL SEAL
JO ANNE PINHERIO
Notary Public–California
VENTURA COUNTY
My Comm. Exp. Dec 11, 1989

(This area for official notarial seal)

3002 (6/82) — (Corporation) First American Title Insurance Company

CITY OF Oxnard

LOT LINE ADJUSTMENT
CERTIFICATE OF APPROVAL

The applicant is requesting approval of Lot Line Adjustment No. 89-3 in order to combine a 32-foot-wide easement recently purchased from the Southern California Edison Company with 9 existing lots adjacent to the easement. A portion of the 32-foot-wide easement will be added to each of the 9 existing lots (Lot Nos. 101, 102, 103, 104, 105, 106, 107, 108 and 109). The 32-foot-wide easement would increase each of the lots from the current dimension of 118 feet to 150 feet in length. Filed by Froodos Properties Incorporated, 9827 Mason Avenue, Chatsworth, California 91131.

The above-referenced lot line adjustment is hereby approved on the basis of the information submitted to the Community Development Department, and the staff report reviewed on October 18, 1989.

I find that the lot line adjustment conforms to the requirements of the City Council Ordinance No. 1992, and that:

1. A greater number of parcels is not created than originally existed; and

2. The diminished parcel(s) and any structures or parking spaces located thereon comply with the area, width, frontage, and yard requirements of the zone in which the parcel(s) is/are located; and

3. The lot line adjustment is exempt from the California Environmental Quality Act; and

4. The lot line adjustment does not conflict with the General Plan.

With this approval, I order "Exhibit A", attached, to be recorded in the office of the Ventura County Recorder, monuments to be placed at the new lot lines at the applicant's expense; and a deed or a record of survey, at the discretion of the City Engineer/Public Works Director, prepared by a certified professional, to be recorded in the same office of the County Recorder.

Only after completion of these requirements shall the lot line adjustment be deemed complete and lawful.

This action is final 15 days from the date below unless review is requested by the City Council.

31 Oct 89
Date

Richard J. Maggio
Community Development Director

RJM:MGW:AWM:jly

cc: Bob Chacon, City Surveyor
Paul Wendt, Public Works Division Engineer
Peter McCawley

CITY OF Oxnard

October 18, 1989

To: Allan Moore, Project Planner

From: Robert Chacon, RC City Surveyor

Subject: Lot Line Adjustment No. 89-03

A review of the above mentioned Lot Line Adjustment has been completed and found to comply with all of the requirements of this department. It is recommended that the Lot Line Adjustment be approved as submitted, without the requirement of a Record of Survey.

RECEIVED
OCT 19 1989
PLANNING DIVISION
CITY OF OXNARD

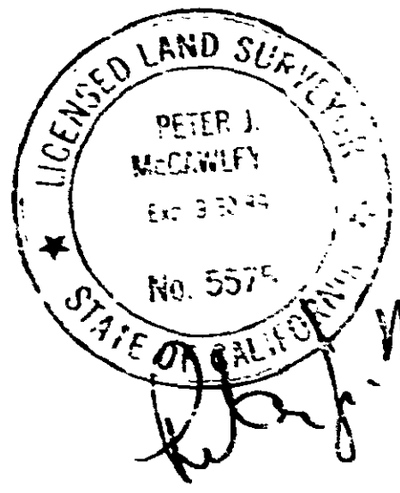
LEGAL DESCRIPTIONS FOR LOT LINE ADJUSTMENT 89-03

PARCEL 1:

Lot 101 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 101 and North of the Westerly prolongation of the South line of said Lot 101.

Containing 6,000 square feet more or less.

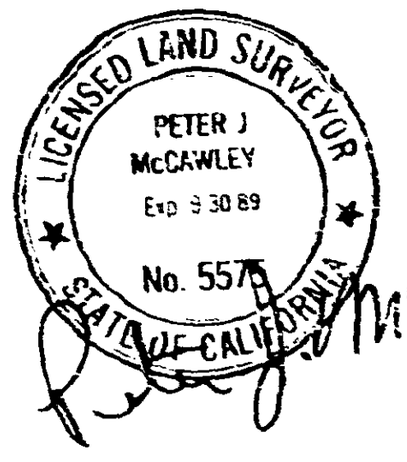


PARCEL 2:

Lot 102 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 102 and North of the Westerly prolongation of the South line of said Lot 102.

Containing 6,000 square feet more or less.

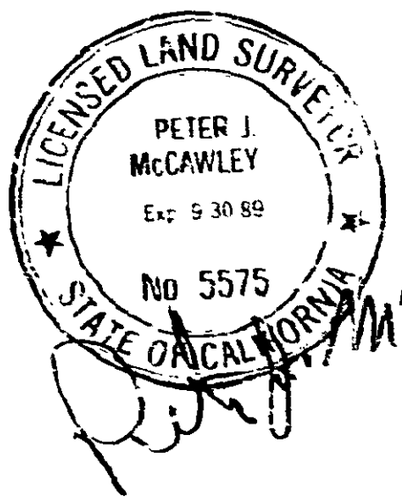


PARCEL 3:

Lot 103 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 103 and North of the Westerly prolongation of the South line of said Lot 103.

Containing 6,000 square feet more or less.

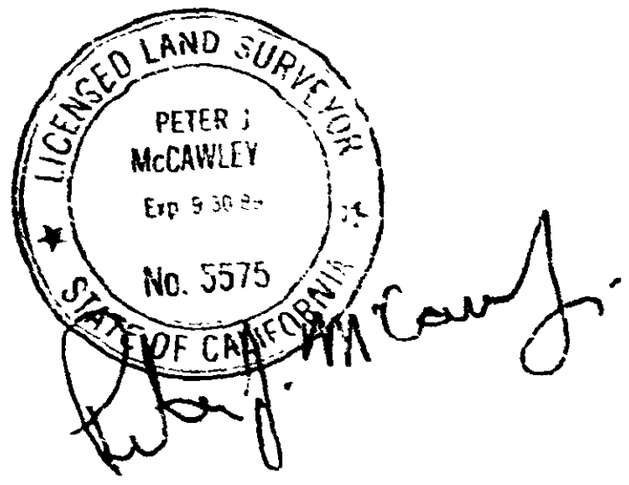


PARCEL 4:

Lot 104 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in BOOK 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 104 and North of the Westerly prolongation of the South line of said Lot 104.

Containing 6,000 square feet more or less.

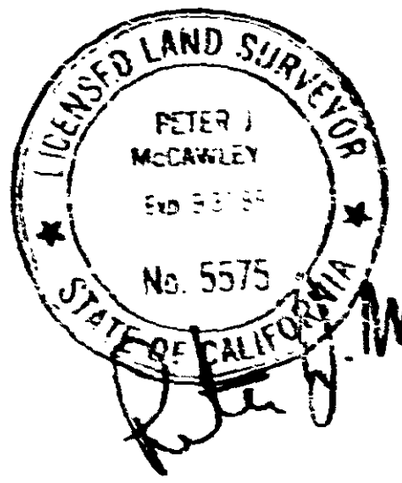


PARCEL 5:

Lot 105 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 38-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 105 and North of the Westerly prolongation of the South line of said Lot 105.

Containing 6,000 square feet more or less.



PARCEL 6:

Lot 106 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 106 and North of the Westerly prolongation of the South line of said Lot 106.

Containing 6,000 square feet more or less.

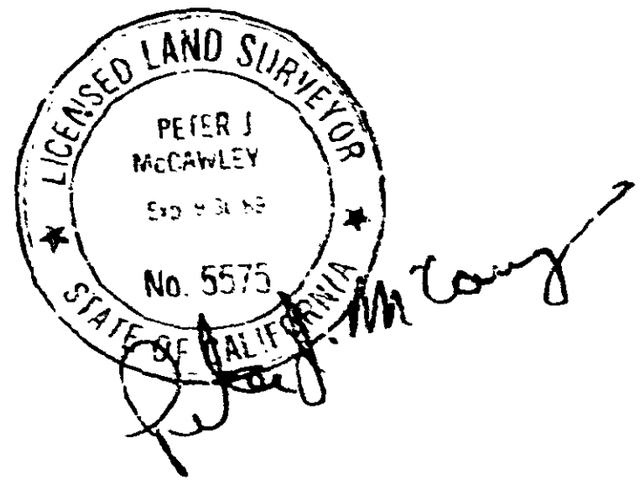
LICENSED LAND SURVEYOR
PETER J.
McCAWLEY
Exp 9 30 89
No. 5575
STATE OF CALIFORNIA

PARCEL 7:

Lot 107 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 107 and North of the Westerly prolongation of the South line of said Lot 107.

Containing 6,000 square feet more or less.

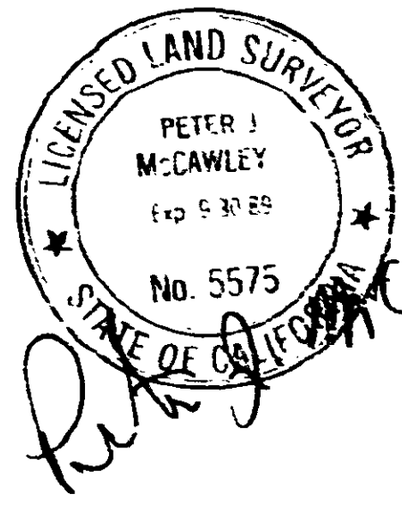


PARCEL 8:

Lot 108 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 108 and North of the Westerly prolongation of the South line of said Lot 108.

Containing 6,000 square feet more or less.

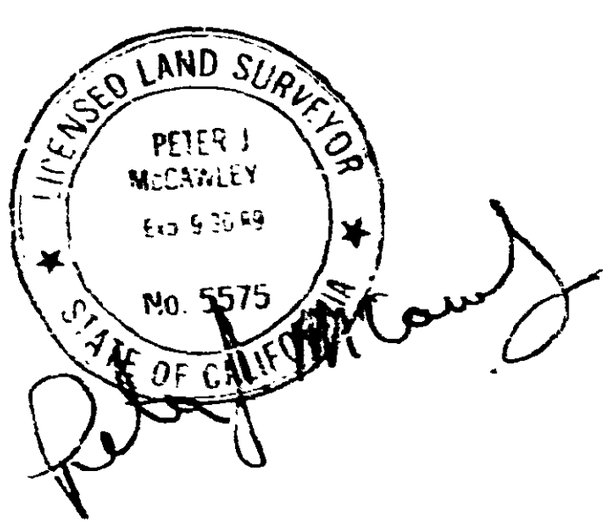


PARCEL 9:

Lot 109 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records and that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the North line of said Lot 109 and North of the Westerly prolongation of the South line of said Lot 109.

Containing 5,999.68 square feet more or less.



PARCEL 10:

That portion of Subdivision 31 of the Rancho El Rio De Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as per partition map filed in the office of the County Clerk in that certain action brought for the purpose of partitioning the Rancho El Rio de Santa Clara O' La Colonia and entitling "Thomas A. Scoot, et al., Plaintiffs, vs. Rafael Gonzales, et al., Defendants", described as follows:

Beginning at the intersection of the West line of Harrison Avenue with the South line of First Street thence,

1st: West 118.00 feet along the South line of said First Street to a point; thence,

2nd: North 60.00 feet to the North line of said First Street; thence,

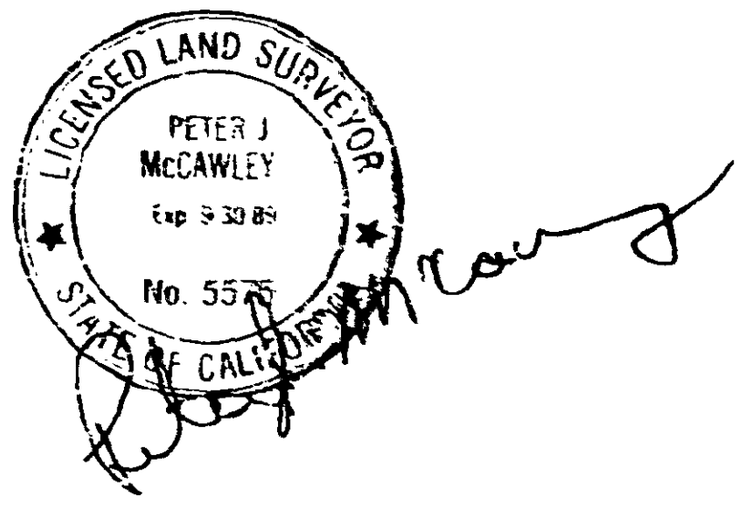
3rd: East 118.00 feet along the said North line of First Street to the extended West line of said Harrison Avenue; thence;

4th: South 60.00 feet along the said extended West line of Harrison Avenue to the Southwest corner of First Street and Harrison Avenue, the place of beginning.

And that portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the 3rd course herein described as the North line of First Street and North of the Westerly prolongation of the 1st course herein described as the South line of First Street.

Containing 8,993.29 square feet more or less.



PARCEL 11:

That portion of Subdivision 31 of the Rancho El Rio De Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as per partition map filed in the office of the County Clerk in that certain action entitled, "Thomas A. Scott, et al., Plffs., vs Rafael Gonzales, et al., Defts.," described as follows:

Beginning at a 3" x 3" white stake set on the Westerly boundary line of the land as described in the deed to Walter H. Lathrop, recorded in Book 34, page 149 of Official Records, from which a 2-inch iron pipe set at the Northwest corner of said Subdivision 31 bears North 581.36 feet and West 132 distant, being also on the South line of First Street 60 feet wide, as said street is shown on the map of Ramona Gardens, recorded in Book 17, pages 5, 6, 33 and 34 of Maps, in the office of the County Recorder of said County; thence along said South line,

1st: East 118 feet to the West line of Harrison Avenue, 60 feet wide, as shown on the map of said Ramona Gardens; thence along said West line,

2nd: South 320 feet; thence,

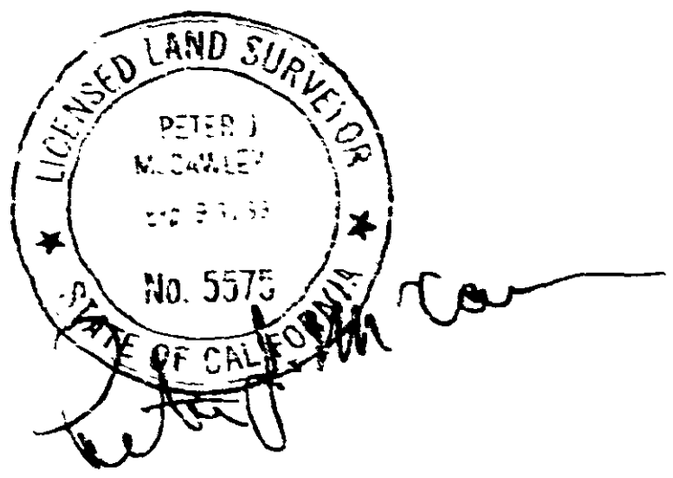
3rd: West 118 feet to said Westerly boundary of the land described in Book 34, page 149 of Official Records; thence along said Westerly boundary,

4th: North 320 feet to the point of beginning.

And that portion of the land described in Instrument Number 88-058832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

South of the Westerly prolongation of the 1st course herein described as the South line of First Street.

Containing 46,664.40 square feet more or less.



PARCEL 12:

A portion of the land described in Instrument Number 88-068832 in Official Records, recorded on May 19, 1988, in the office of the County Recorder of said County, described as follows:

That portion North of the Westerly prolongation of the North line of Lot 101 of Ramona Gardens, in the City of Oxnard, County of Ventura, State of California, as per map recorded in the office of the County Recorder of said County in Book 17, at pages 33 and 34, of Official Records.

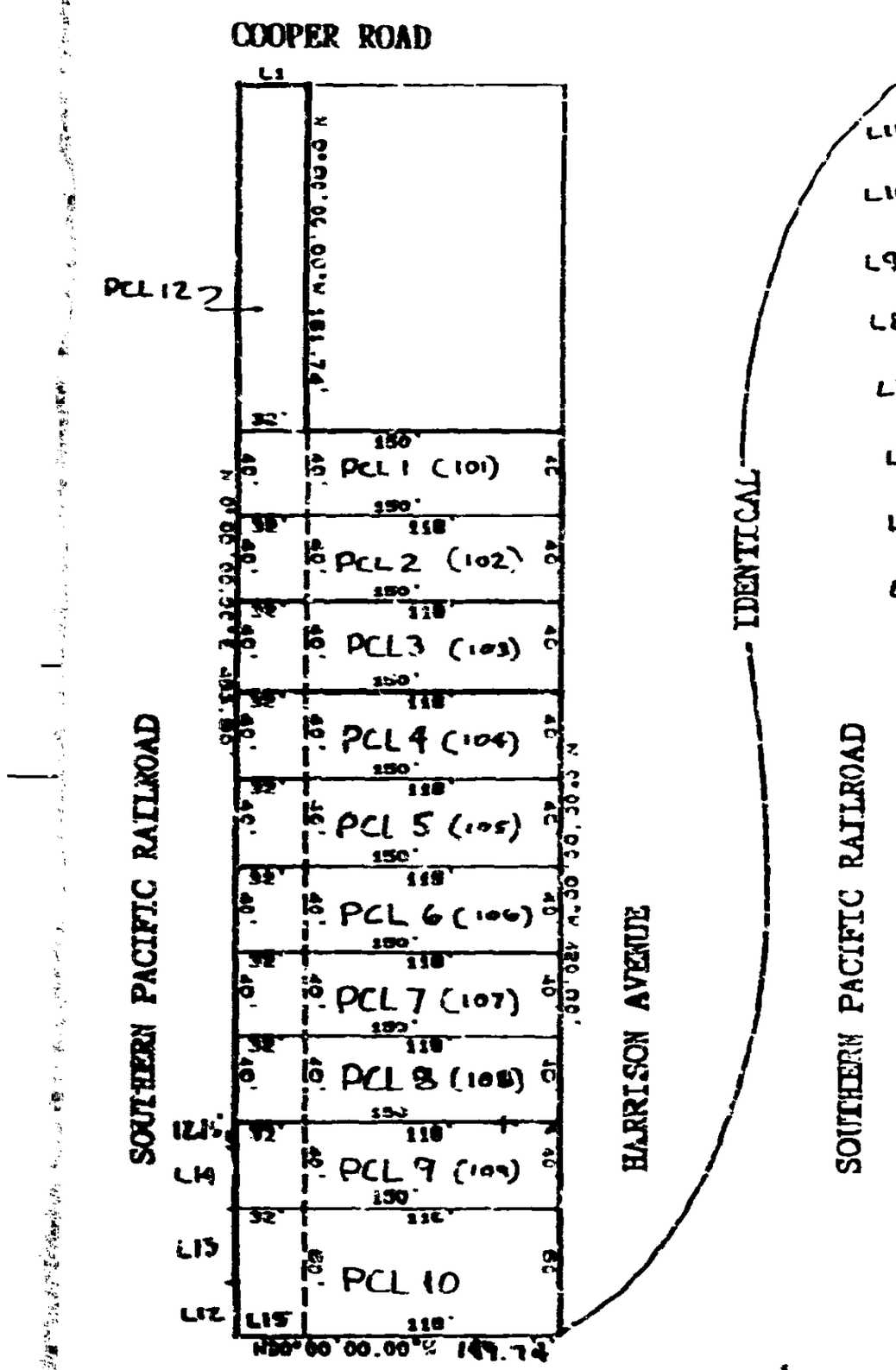
Containing 5,175.68 square feet more or less.

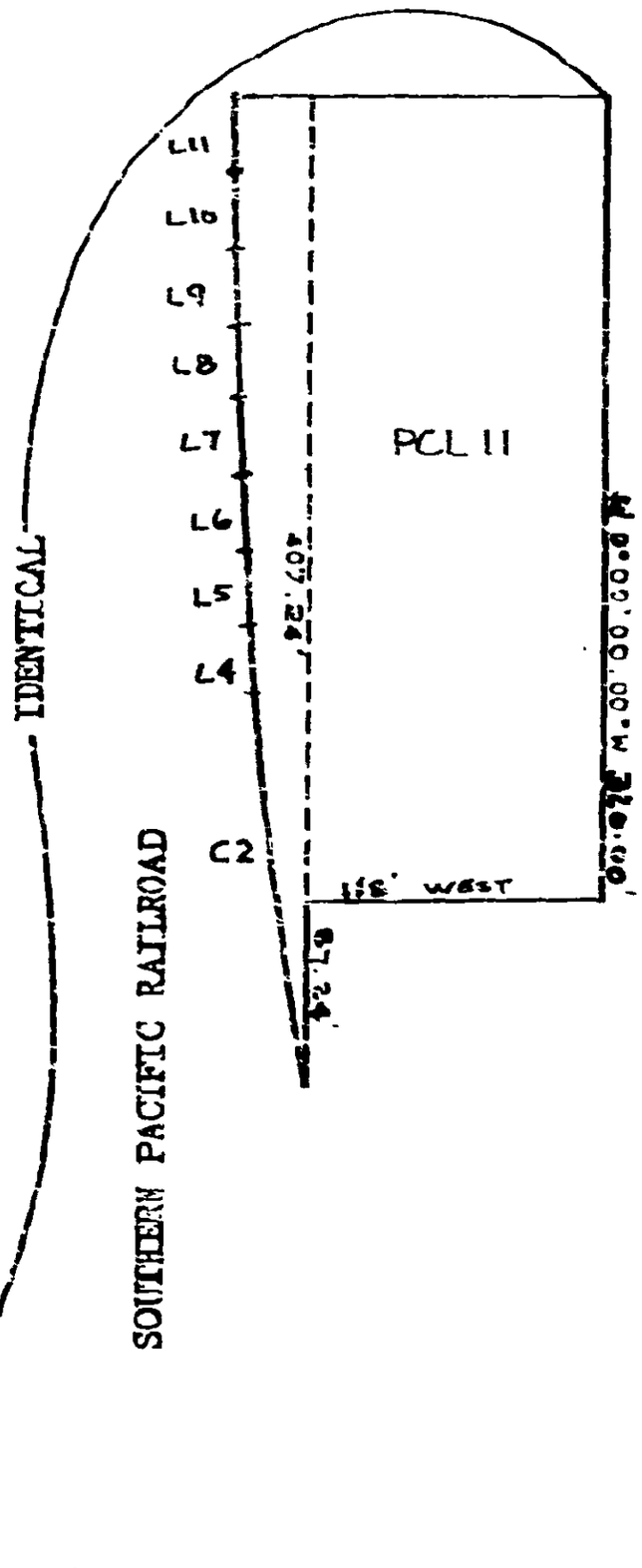


EXHIBIT A

(MAP)

APPROVED :	EXISTING LEGAL DESCRIPTIONS	PROPOSED PARCELS REFERENCE NUMBER
Richard J. Maggio RICHARD J. MAGGIO DIRECTOR DATE: 31 OCT 89	LOTS 101 TO 109 INCLUSIVE OF RAMONA GARDENS (17 MR 33) AND A PORTION OF SUBDIVISION 31 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA (6 Dds 161 AND INSTR 88-068832)	PARCELS 1 THRU 12





PARCEL AREAS:

PARCEL NUMBER	ORIGINAL AREA (S.F.)	ADJUSTED AREA (S.F.)
1	4720.00	6000.00
2	4720.00	6000.00
3	4720.00	6000.00
4	4720.00	6000.00
5	4720.00	5000.00
6	4720.00	6000.00
7	4720.00	6000.00
8	4720.00	6000.00
9	4720.00	5988.68
10	7080.00	8983.20
[illegible]	[illegible]	[illegible]
12	27519.18	5175.88
11	31760.00	46664.40

LINE	BEARING	DISTANCE
1	N90°00'00"E	32.00'
[illegible]	[illegible]	[illegible]
3	N10°25'15"W	89.54'
4	N 4°44'51"W	27.04'
5	N 3°44'50"W	30.03'
6	N 3°02'16"W	30.02'
7	N 2°23'55"W	30.01'
8	N 1°50'17"W	30.01'
9	N 1°20'57"W	30.00'
10	N 0°57'37"W	30.00'
11	N 0°34'36"W	30.00'
12	N 0°20'16"W	30.00'
13	N 0°08'56"W	30.00'
14	N 0°02'15"W	30.00'
15	N90°00'00.00"W	31.74'

CURVE	DELTA	RADIUS	LENGTH
[illegible]	[illegible]	[illegible]	[illegible]
2	5°05'32"	1909.91	169.74

——— Proposed Lot Line
- - - - Existing Lot Line

1" = 100'

I, PETER J. McCAWLEY HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THE MATHEMATICAL DATA SHOWN HEREON ARE CORRECT.

9-28-89 Peter J. McCawley

DATE

PETER J. McCAWLEY
3639 EAST HARBOR BOULEVARD
VENTURA, CA 93001
(805) 650-3090

LICENSED LAND SURVEYOR
PETER J. McCAWLEY
Exp 9 30 89
No. 5575
STATE OF CALIFORNIA

HARRISON APARTMENTS



THE PACIFIC COMPANIES

MARACOR DEVELOPMENT

ARCHITECTURE

SHEET INDEX	A-1
INSPIRATION PICTURES	A-2
SURROUNDING CONTEXT	A-3
CONCEPTUAL SITE PLAN	A-4
BUILDING A - CONCEPTUAL PLAN	A-5
CONCEPTUAL ELEVATIONS	A-6
CONCEPTUAL ELEVATIONS	A-7

PROJECT TEAM:

APPLICANT/OWNER:

MARACOR DEVELOPMENT, INC.
268 Bush Street #2927
San Francisco, CA 94104
(415) 295-4501
Contact: Brad Dickason
bdickason@maracordev.com

RESIDENTIAL ARCHITECT:

AO
144 North Orange St.
Orange, CA 92866
(714) 639-9860
Contact: Serafin Maranan
serafinm@aoarchitects.com

THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA













THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

INSPIRATION PICTURES

AO

A-2

JOB NO.: 2024-271
DATE: 05-10-2024




1


2



3


4



5


6



7


8



9

THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

SURROUNDING CONTEXT

AO

A-3

JOB NO.: 2024-271
DATE: 05-10-2024



LEGEND

- LEASING &AMENITIES
- RESIDENTIAL
- POWER POLES

4-STORY ON-GRADE			
TOTAL UNITS	100		UNITS
SITE	1.56		AC
DENSITY	64		DU/AC
NRSF	57,880		SF

BUILDING UNIT COUNT				PRKG REQ		PRKG PROVIDED	
UNIT TYPE	TOTAL	AVE SF ±	MIX %	RATIO	QTY	RATIO	QTY
JR 1 BR	72	465	72%	1.00	72	1.00	72
1BR	7	530	7%	1.00	7	1.00	7
2 BR	21	780	21%	2.00	42	1.00	21
GUEST					65	0.00	0
TOTAL	**100**	**579**	**100%**	**1.86**	**186**	**1.00**	**100**

THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

CONCEPTUAL SITE PLAN

0 30′ 60′ 90′ 120′

A-4

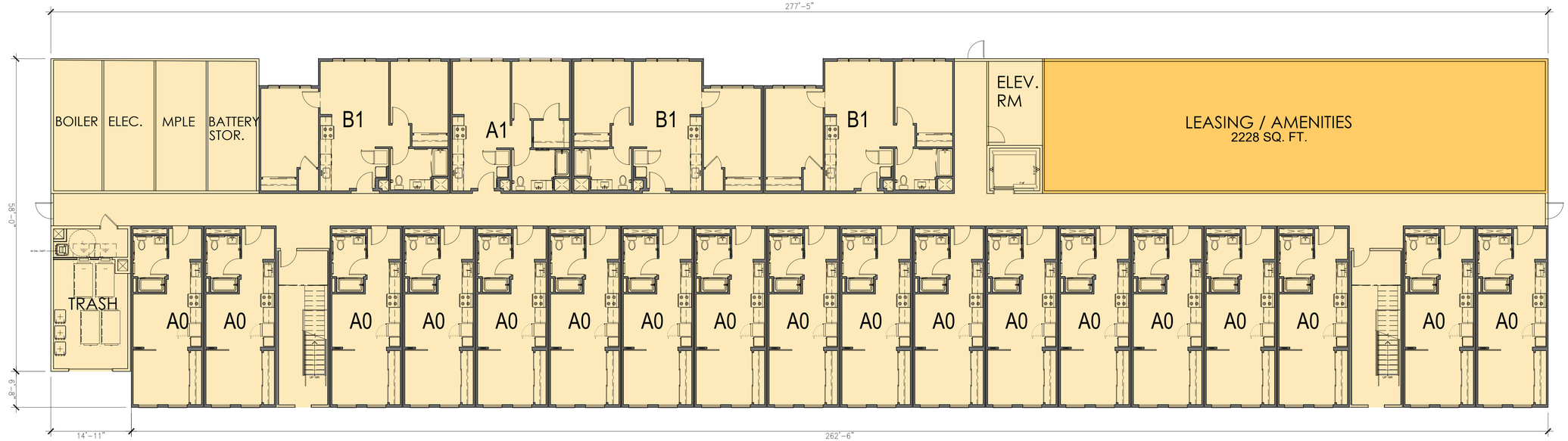
SCALE: 1" = 30′
JOB NO.: 2024-271
DATE: 05-10-2024

LEGEND

- LEASING & AMENITIES
- RESIDENTIAL



LEVEL 1



LEVEL 2-4

THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

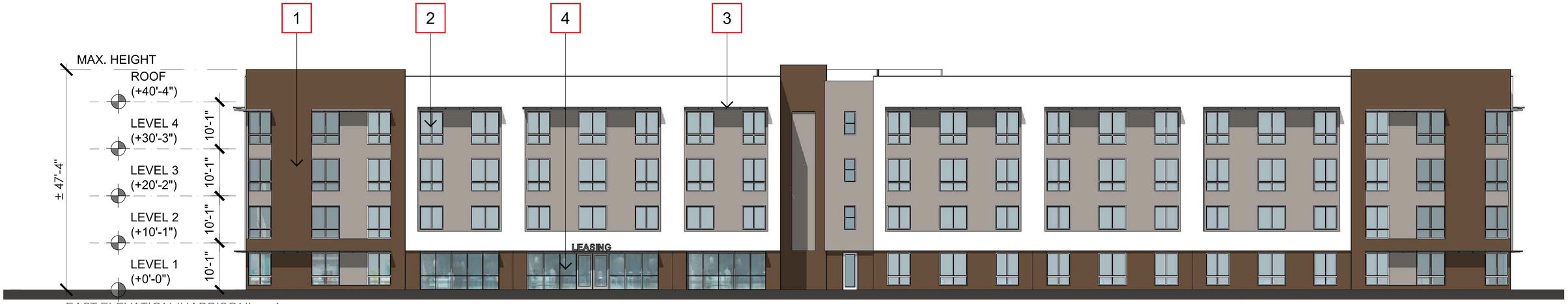
BUILDING A - CONCEPTUAL PLAN

0 10' 20' 30' 40'

AO

A-5

SCALE: 1" = 10'
JOB NO.: 2024-271
DATE: 05-10-2024



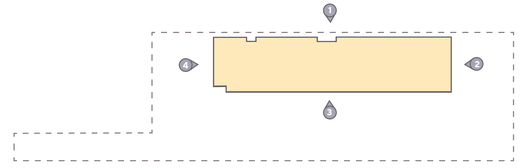
EAST ELEVATION (HARRISON) 1



SOUTH ELEVATION 2

MATERIAL / COLOR LEGEND

1	EXTERIOR PLASTER
2	VINYL WINDOWS
3	METAL AWNING
4	ALUMINUM STOREFRONT



THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

CONCEPTUAL ELEVATIONS

HERON

0 20' 40' 60' 80'

AO

A-6

SCALE: 1" = 20'
JOB NO.: 2024-271
DATE: 05-10-2024



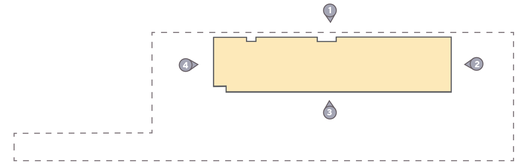
WEST ELEVATION 3



NORTH ELEVATION 4

MATERIAL / COLOR LEGEND

1	EXTERIOR PLASTER
2	VINYL WINDOWS
3	METAL AWNING
4	ALUMINUM STOREFRONT



THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

CONCEPTUAL ELEVATIONS

HERON

0 20' 40' 60' 80'

AO

A-7

SCALE: 1" = 20'
JOB NO.: 2024-271
DATE: 05-10-2024

Harrison Avenue Apartments
Rezone and General Plan Amendment
Pre-Application PZ# 24-600-02

Teri Avakian, Planning Supervisor
Community Development Department

City Council
October 29, 2024

CITY OF OXNARD CALIFORNIA

Pre-Application

- This is not a formal application.
- The pre-application process allows City Council members an opportunity to make individual comments concerning the future Harrison Avenue Apartment project.
- No formal direction or decision making will take place until such time as a formal application has been filed.

Project Description

- The applicant is proposing a 100 unit all-affordable apartment project on an existing vacant site consisting of five parcels.

- This project consists of:
  - Four-story building
  - 72 junior one-bedroom units
  - 7 one-bedroom units
  - 21 two-bedroom units
  - 100 uncovered parking spaces

- A General Plan Amendment and Zone Change are required to make the general plan designations and zone changes consistent across all of the parcels and allow for the proposed residential use.

Required City Approvals

GPA - The General Plan Amendment would amend the designation for the three western parcels from Industrial Limited (ILM) to Commercial General (CG).

Zone Change (Rezone) - The Zone Change would change the zoning of the three western parcels from Limited Manufacturing (M-L) to General Commercial - Planned Development - Affordable Housing Discretionary (C-2-PD-AHD). With the Change the combined site would allow for 46 units.

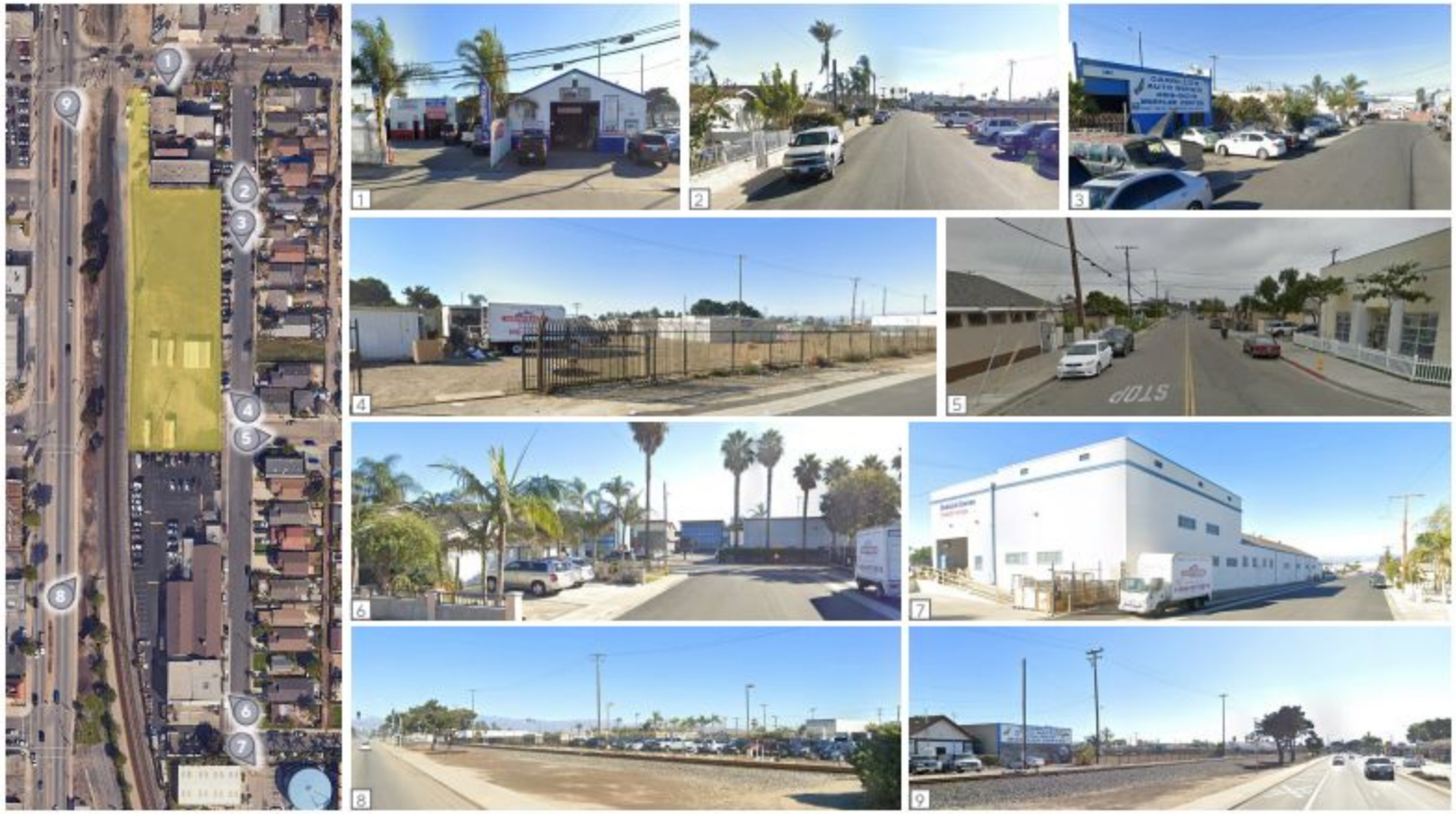
SUP - The Special Use Permit would allow the development of the apartment project within the General Commercial - Planned Development - Affordable Housing Discretionary (C-2-PD-AHD) zone, pursuant to the AHD standards.

Density Bonus - The Density Bonus would allow for a density bonus of 117 percent to allow for 100 units and reductions in parking, front setbacks, and open space.

Lot Merger - A lot merger will also be required for this project to consolidate all parcels into a single parcel.

CEQA - Environmental analysis pursuant to the California Environmental Quality Act (CEQA) will be required.

Project Location and Surrounding Sites



THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

SURROUNDING CONTEXT | AO | PA-2

General Plan Map



Project Zone and Surrounding Zones

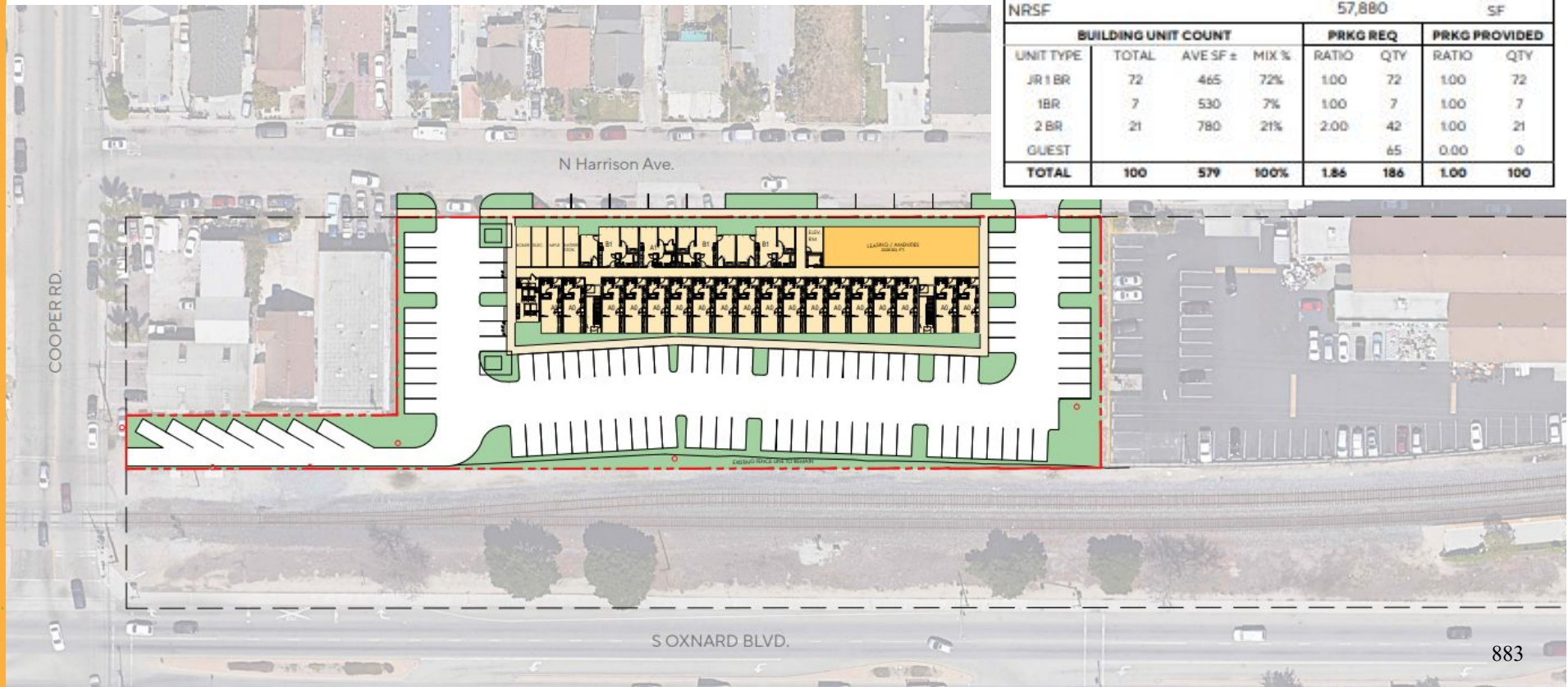


Conceptual Site Plan

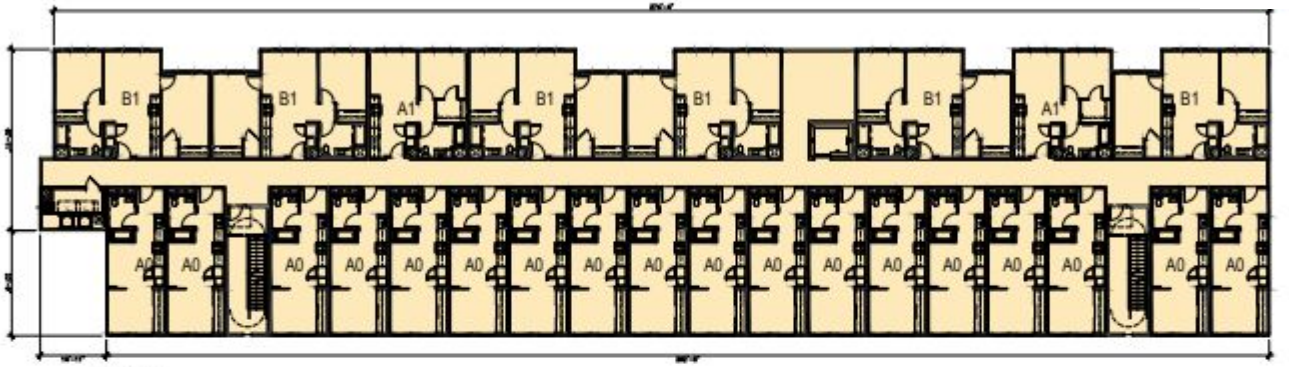
LEGEND

- LEASING & AMENITIES
- RESIDENTIAL
- POWER POLES

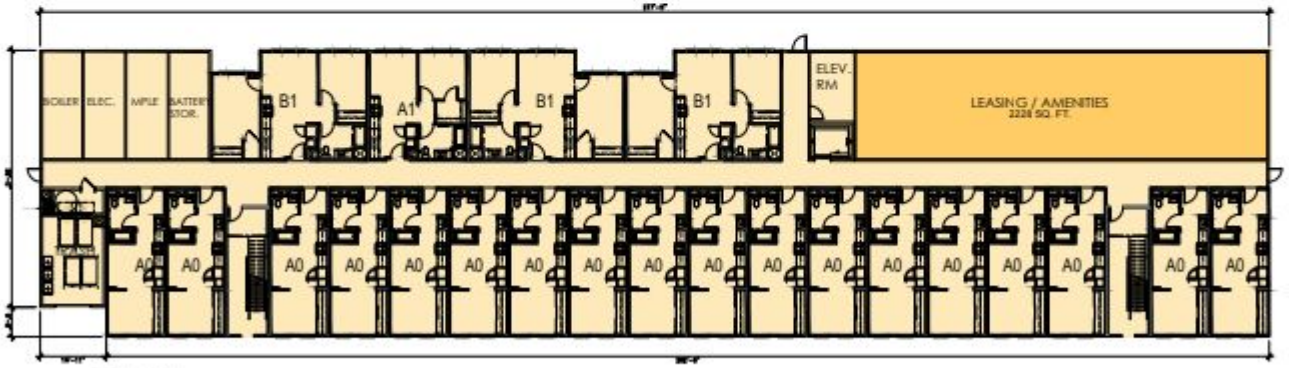
4-STORY ON-GRADE							
TOTAL UNITS				100			UNITS
SITE				1.56			AC
DENSITY				64			DU/AC
NRSF				57,880			SF
BUILDING UNIT COUNT				PRKG REQ		PRKG PROVIDED	
UNIT TYPE	TOTAL	AVE SF ±	MIX %	RATIO	QTY	RATIO	QTY
JR 1 BR	72	465	72%	1.00	72	1.00	72
1BR	7	530	7%	1.00	7	1.00	7
2 BR	21	780	21%	2.00	42	1.00	21
GUEST					65	0.00	0
TOTAL	**100**	**579**	**100%**	**1.86**	**186**	**1.00**	**100**



Conceptual Floor Plans



LEVEL 1



LEVEL 2-4

THE PACIFIC COMPANIES | MARACOR DEVELOPMENT | OXNARD, CA

BUILDING A - CONCEPTUAL PLAN

A-5

Conceptual Elevations







Items For Consideration

RHNA - The GPA and Zone Change of the westerly parcels is not needed for the City RHNA allocation, however, the consideration of these additional three parcels provides the opportunity to allow for better placement of parking, increased landscaping and amenities.

Access - Access to the Site will be provided via Harrison Avenue. A traffic study will be required to review the impacts of the additional traffic on the street network.

Pedestrian Safety - The project will result in increased pedestrian traffic in the area, due to the additional residential population. The project will be required to provide pedestrian improvement in the project area.

Open Space - The project is proposing a small interior amenity space. The applicant is not currently proposing any exterior amenity areas, and has indicated that they will be using density bonus law regulations to allow for a reduction of open space requirements.

Items For Consideration

Parking: Due to the proximity to the Oxnard Transit Center, under density bonus provisions and Assembly Bill 2097, the City cannot impose minimum parking requirements on the Project. However, the Project is currently voluntarily providing 100 parking spaces, or one per unit.

Railroad and Street Noise: This project will result in residential units being constructed near active railroad tracks as well as a primary arterial roadway, Oxnard Boulevard. As such, the noise from both rail and vehicular traffic will need to be mitigated consistent with the General Plan and Oxnard City Code.

Scale and Massing - The proposed four story building, at 46 feet in height, would be substantially taller than the surrounding development. However, the majority of the site is already zoned C-2-PD-AHD which allows for up to a five story building up to 56 feet in height.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.5

DATE: October 29, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Grant of Easement to Southern California Edison on a portion of city-owned property located at 1101 Viewpoint Drive. (10 minutes)

RECOMMENDATION

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
2. Grant an easement to Southern California Edison (SCE), consistent with Exhibit A and Exhibit B, and for the purposes stated in such; and
3. Authorize the Mayor to sign the Grant of Easement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fjWeHnpgl3w

BACKGROUND

The property was originally agricultural land south of Wooley Road. The property was designated as part of a residential development area in coordination with the creation of the Mandalay Specific Plan.

The in-ground and above-ground SCE electrical equipment was installed for the adjacent existing development after the creation of the property through Tract Map No. 5196-2, which was recorded on December 30, 2002. The property was approved with a separate concrete masonry unit (CMU) wall equipment enclosure through permit 2003-00652 in February 2003. The enclosure houses a generator, a wet well, and a sewer lift station. The property is also developed with a public parking lot. The existing equipment now needs to be replaced with upgraded equipment to avoid potential outages, which has created the need for this easement in order to site the new above ground equipment.

ANALYSIS AND DISCUSSION

Granting an easement should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the property owner. Additionally, all grants of city property are to be reviewed for conformance with the General Plan. Granting this easement, located at 1101 Viewpoint Drive, will not alter public safety, convenience, and public welfare, and can be found consistent with the 2030 General Plan policies.

General Plan Consistency

This grant of easement is required to be found consistent with the 2030 General Plan policies. Staff found the proposed easement for the use of electrical equipment as consistent with the General Plan through policies such as ICS-17.2, which requires service mains not installed in the public right-of-way have established easements as well as CD-8.2, which

ensures that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.

On August 1, 2024, the Planning Commission reviewed the request to grant the subject easement for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission unanimously determined the proposed grant of easement would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2024-16 (Attachment 3) recommending the approval of the grant of easement.

Environmental Determination

Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), it can be seen with certainty that there is no possibility that the proposed grant of easement, located at 1101 Viewpoint Drive would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing and grant the easement. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

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 recommended action has no fiscal impact to the City.

COMMITTEE OUTCOME

This item did not originate in Committee as this item was reviewed by and recommended unanimously by the Planning Commission on August 1, 2024.

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. Maps (Vicinity, General Plan, Zoning)
2. Tract Map 5196-2 (acceptance of easement instrument)
3. Planning Commission Resolution 2024-16
4. Grant of Easement Exhibits
5. City Council Presentation

Vicinity Map



CITY OF OXNARD CALIFORNIA
Oxnard Planning
June 17, 2024

PZ 24-625-02
Location: 1101 Viewpoint Dr
APN: 1880160085
Edison Grant Easement

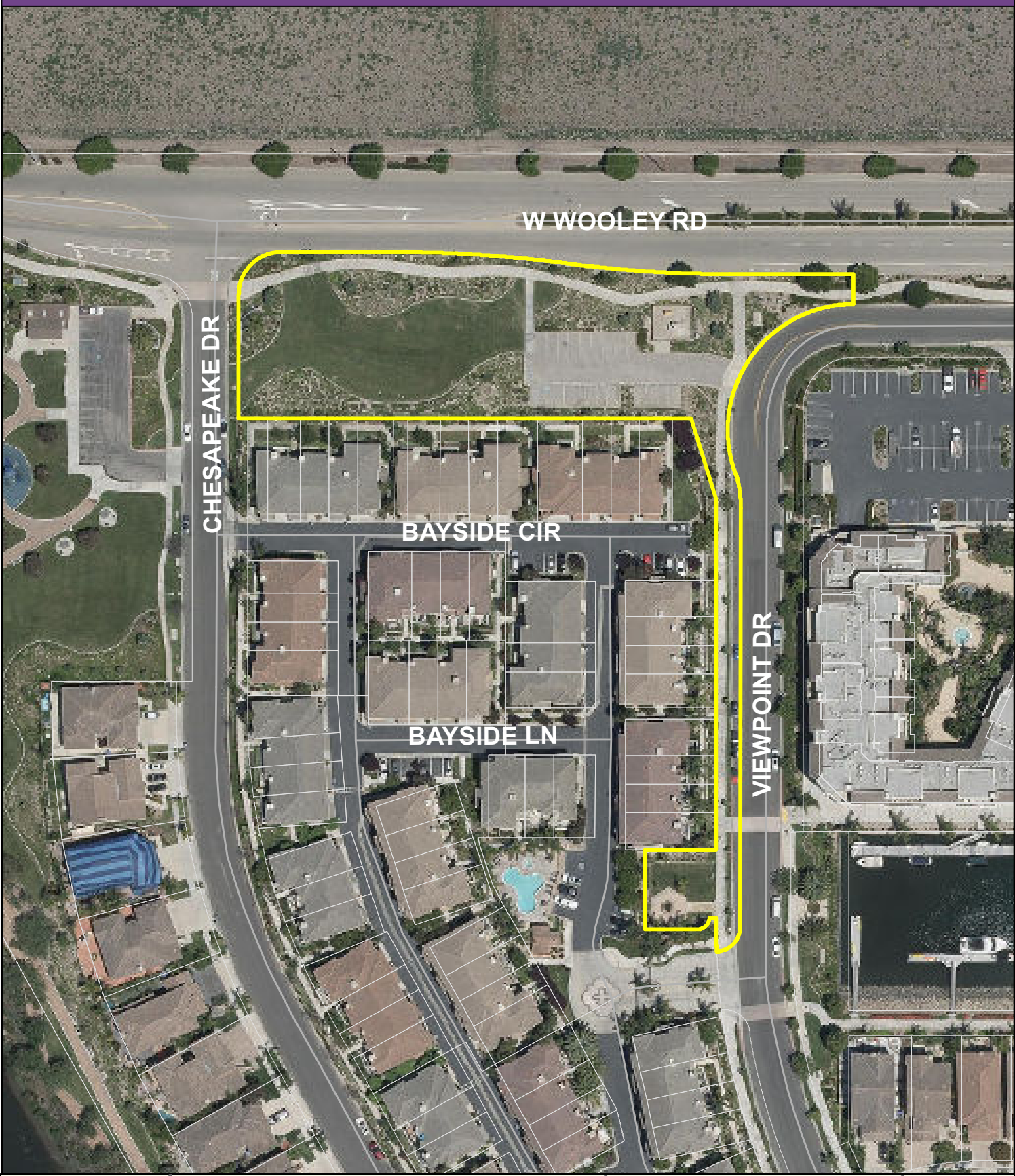
Vicinity Map

0 0.5 1 1.5 2 Miles

N

1:70,000

Aerial Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

June 17, 2024

PZ 24-625-02
Location: 1101 Viewpoint Dr
APN: 1880160085
Edison Grant Easement

Feet
0 25 50 100 150 200

Aerial Map

N

2030 General Plan Land Use Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

June 17, 2024

PZ 24-625-02
Location: 1101 Viewpoint Dr
APN: 1880160085
Edison Grant Easement

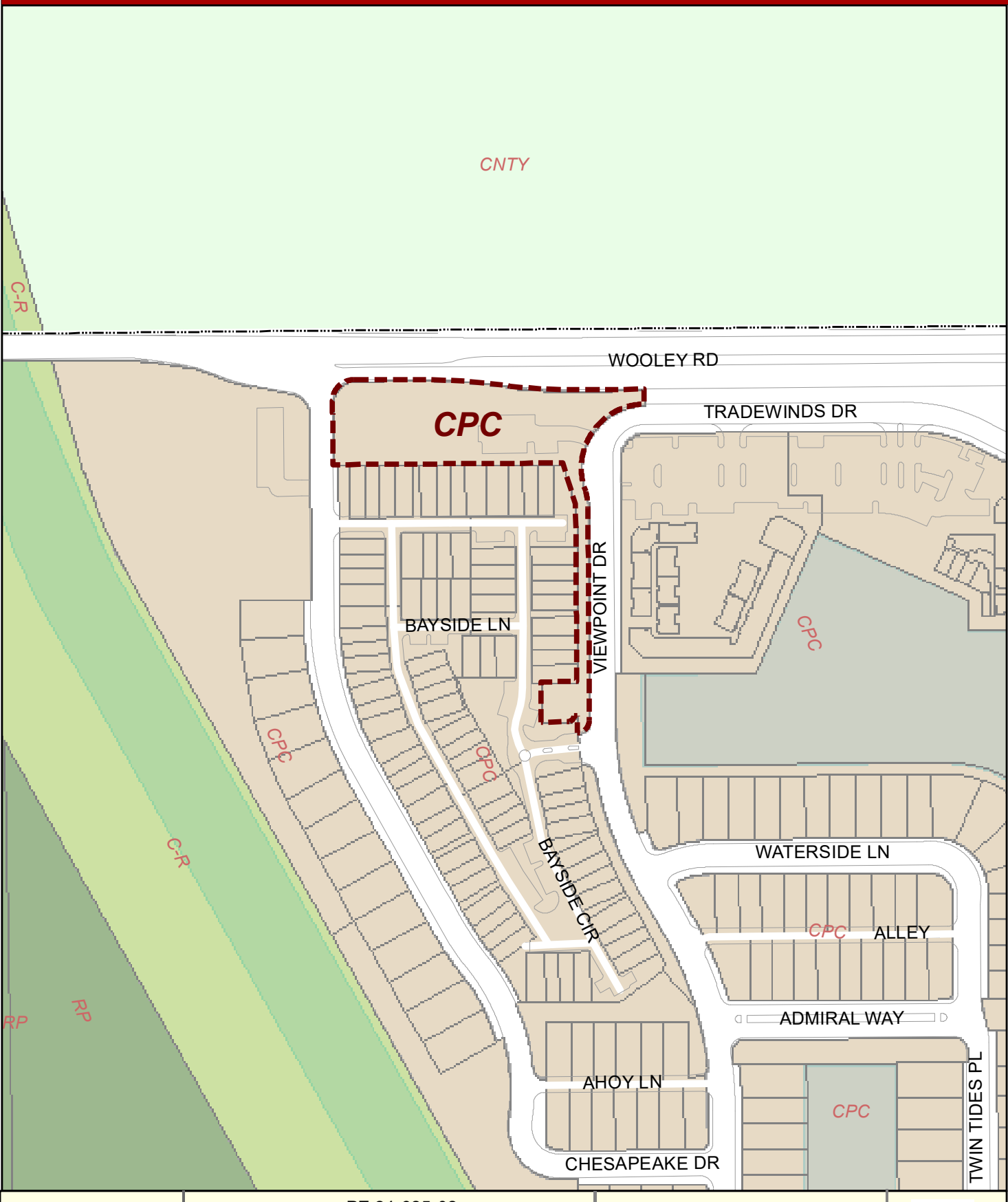
Feet
0 75 150 300

2030 General Plan Land Use Map

N

1:2,500

Zoning/Specific Plan Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

June 17, 2024

PZ 24-625-02
Location: 1101 Viewpoint Dr
APN: 1880160085
Edison Grant Easement

0 30 60 120 180 240 Feet

Zoning/Specific Plan Map

N

1:2,500

TRACT NO. 5196-2

RECORD REFERENCES:

R1 53 R.S. 12
R2 __ M.R. __ (TRACT NO. 5196-1)

ABBREVIATIONS

C/L	CENTER LINE
FD.	FOUND
I.P.	IRON PIPE
LLA	LOT LINE ADJUSTMENT
M.R.	MISCELLANEOUS RECORDS (MAPS)
(R)	RADIAL
R.S.	RECORD OF SURVEY

BASIS OF BEARINGS

THE BEARING OF "N 89°59'40" W", FOR THE CENTERLINE OF WOOLEY ROAD PER R2 WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LINE DATA:

NO.	BEARING	DISTANCE
L1	N16°00'27"E	20.81' (R1)
L2	N89°59'40"W	37.00'
L3	N89°59'40"W (R)	5.20'
L4	N00°00'20"E (R)	66.50' (R2)
L5	N00°00'20"E	5.79'
L6	N85°15'15"E	1.20'
L7	N89°59'40"W	10.00'
L8	N00°00'20"E	27.55'
L9	N89°59'40"W	7.50'
L10	N71°48'38"E (R)	
L11	N80°41'12"E (R)	
L12	N00°00'20"E	18.00'
L13	N00°00'20"E (R)	42.50'
L14	N89°59'40"W	5.00'
L15	N00°00'20"E	5.02'
L16	N89°59'40"W	4.50'
L17	N00°00'20"E	5.00'
L18	N85°49'10"E	4.75'
L19	N00°00'20"E	14.75'
L20	N00°00'20"E	14.34'
L21	N00°00'20"E	2.50'
L22	N16°22'24"E	31.48'
L23	N85°15'15"E	26.28'
L24	N85°15'15"E	16.78'
L25	N00°00'20"E	4.92'
L26	N04°35'39"E (R)	
L27	N42°50'57"E (R)	
L28	N00°00'20"E	38.34'
L29	N72°12'22"W (R)	
L30	N87°41'43"E (R)	
L31	N82°48'46"E (R)	

CURVE DATA:

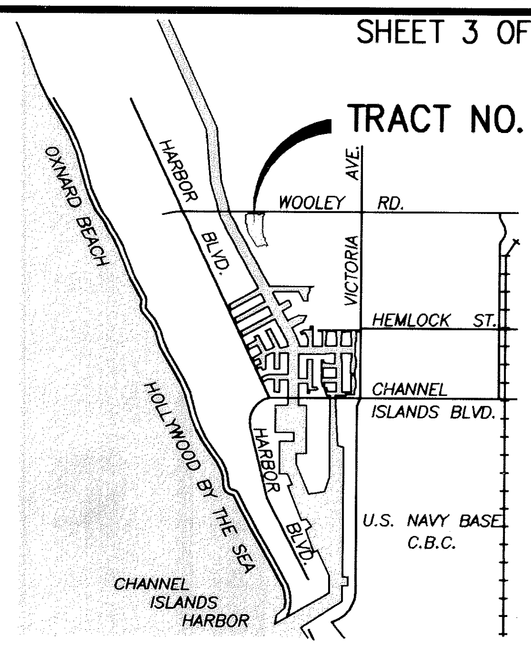
NO.	DELTA	RADIUS	LENGTH
	02°26'28"	540.00'	23.01'
C2	90°00'00"	40.00'	62.83'
C3	02°29'39"	540.00'	23.51'
C4	02°15'26"	540.00'	21.27'
C5	108°11'42"	100.50'	189.78'
C6	18°11'42"	99.50'	31.60'
C7	85°14'55"	19.50'	29.01'
C8	90°00'00"	9.65'	15.16'
C9	04°45'05"	540.00'	44.78'
C10	85°25'58"	19.50'	29.08'
C11	04°45'05"	500.00'	41.46'
C12	26°17'08"	87.00'	39.91'
C13	21°33'15"	35.00'	13.17'
C14	39°13'21"	48.00'	32.86'
C15	17°47'18"	62.00'	19.25'
C16	111°07'09"	20.00'	38.79'
C17	36°52'12"	11.00'	7.08'
C18	36°52'12"	24.00'	15.44'
C19	90°00'00"	34.50'	54.19' (R2)
C20	38°15'18"	25.00'	16.69'
C21	42°50'37"	25.00'	18.69'

NOTE:

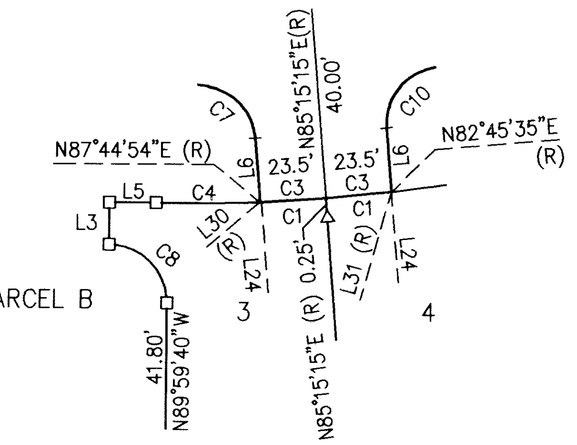
A WATERLINE EASEMENT TO THE CITY OF OXNARD AND AN ACCESS EASEMENT TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY HEALTH AND WELFARE OVER ALL PRIVATE STREETS.

NOTE:

PARCEL B IS FOR PUBLIC PARK PURPOSES AND IS BEING GRANTED TO THE CITY OF OXNARD IN FEE SIMPLE HEREON.



VICINITY MAP
(NO SCALE)



DETAIL A
NOT TO SCALE

MONUMENT LEGEND/NOTES

- ● FD 1-1/2" I.P. W/TAG "LS 5983" PER R2 UNLESS NOTED
- ▲ FD 1-1/2" I.P. W/TAG "LS 5983" IN MONUMENT WELL PER R2
- ■ FD 3/4" I.P. W/TAG "LS 5983" PER R2
- ○ SET 1-1/2" I.P. W/TAG "LS5983" IN MONUMENT WELL PER CITY STANDARD PLATE 609
- □ SET 3/4" I.P. W/TAG "LS 5983"
- △ SET NAIL & TAG "LS5983" ON CURB

SET 1-1/2" I.P. W/TAG "LS5983" AT ALL STREET C/L B.C.s, E.C.s AND ANGLE POINTS

SET 3/4" I.P. AT ALL LOT AND PARCEL ANGLE POINTS

NOTE:

DATA SHOWN ( ) IS PER RECORD INDICATED, ALL OTHER DATA IS MEASURED. MEASURED DATA FOLLOWED BY A RECORD REFERENCE IS IN AGREEMENT WITH THAT RECORD. CITED RECORD REFERENCES MAY NOT BE DIMENSIONED THE SAME AS SHOWN HEREON. SOME ADDITION AND/OR SUBTRACTION MAY BE REQUIRED TO VERIFY RECORD DATA SHOWN.

LOTS 3 AND 4 ARE FOR CONDOMINIUM PURPOSES

TRACT NO. 5196-2

CITY OF OXNARD
VENTURA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 1
LLA 2000-5-007, PER DOC.# 2000-104845, O.R. (53 RS 12)
A PORTION OF LOT 72 PATTERSON RANCH SUBDIVISION (8 M.R. 1)

JULY, 2001

JENSEN DESIGN AND SURVEY, INC ♦ 4171 MARKET STREET SUITE 4A ♦ VENTURA, CALIFORNIA 93003 ♦ (805) 654-6977

J:\Sun12993\5196-2\Final Map\5196-2tm3.dwg Dec 26, 2002, 1:34pm KSkeans

12/26

RESOLUTION NO. 2024-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE CITY OF OXNARD'S PROPOSED GRANT OF AN EASEMENT LOCATED AT 1101 VIEWPOINT DRIVE IS IN CONFORMANCE WITH THE CITY'S COASTAL LAND USE PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY CINDY TERRY ON BEHALF OF SOUTHERN CALIFORNIA EDISON, 725 WEST TOWN AND COUNTRY ROAD, STE 410, ORANGE, CA 92868.

WHEREAS, Cindy Terry on behalf of South California Edison (**"Applicant"**) submitted a request for the grant of an easement located at 1101 Viewpoint Drive (the **"Property"**), as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of this Property; and

WHEREAS, the Coastal Land Use Plan is the coastal equivalent of the City's General Plan; and

WHEREAS, The Coastal Use Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard coastal zone and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan/Coastal Land Use Plan; and

WHEREAS, The subject property is designated Planned Unit Development (PUD) by the City's 2030 General Plan/Coastal Land Use Plan and is zoned Coastal Planned Community (CPC); and

WHEREAS, The proposed grant of this easement would conform to the City's 2030 General Plan land use designation because it is part of a planned development where the utility equipment will support existing development allowed pursuant to the 2030 General Plan; and

WHEREAS, The grant of this easement is consistent with the land use designation on the subject site and existing adjacent development. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on August 1, 2024, the Planning Commission considered a proposed grant of real property located at 1101 Viewpoint Drive in light of the Oxnard 2030 General Plan/Coastal Land Use Plan and the requirements of Government Code section 65402.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed vacation of these easements is consistent with the Oxnard 2030 General Plan/Coastal Land Use Plan is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's granting of the subject easements is in conformity with the Oxnard 2030 General Plan/Coastal Land Use Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 1st day of August 2024.

Dr. Vincent Stewart, Vice-Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 1st day of August 2024, and carried by the following vote:

AYES: Commissioner(s): Stewart, Lopez, Nash, Schuelke

NOES: Commissioner(s):

ABSENT: Commissioner(s): Arruejo, Connelly, Zielsdorf

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, Secretary

EXHIBIT 1

EXHIBIT "A"

A 22.00 FOOT WIDE STRIP OF LAND LYING WITHIN PARCEL B OF TRACT NO. 5196-2, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 147, PAGES 20 THROUGH 23, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL B; THENCE NORTH 89°59'40" WEST 70.57 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL B; THENCE SOUTH 00°00'20" WEST 26.58 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 00°00'20" WEST 18.50 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PUBLIC STREET.

THE AREA OF THE ABOVE-DESCRIBED STRIP OF LAND IS APPROXIMATELY 406 SQUARE FEET.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



Prepared by me or under my supervision:

Dated: Feb. 29, 2024

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2025

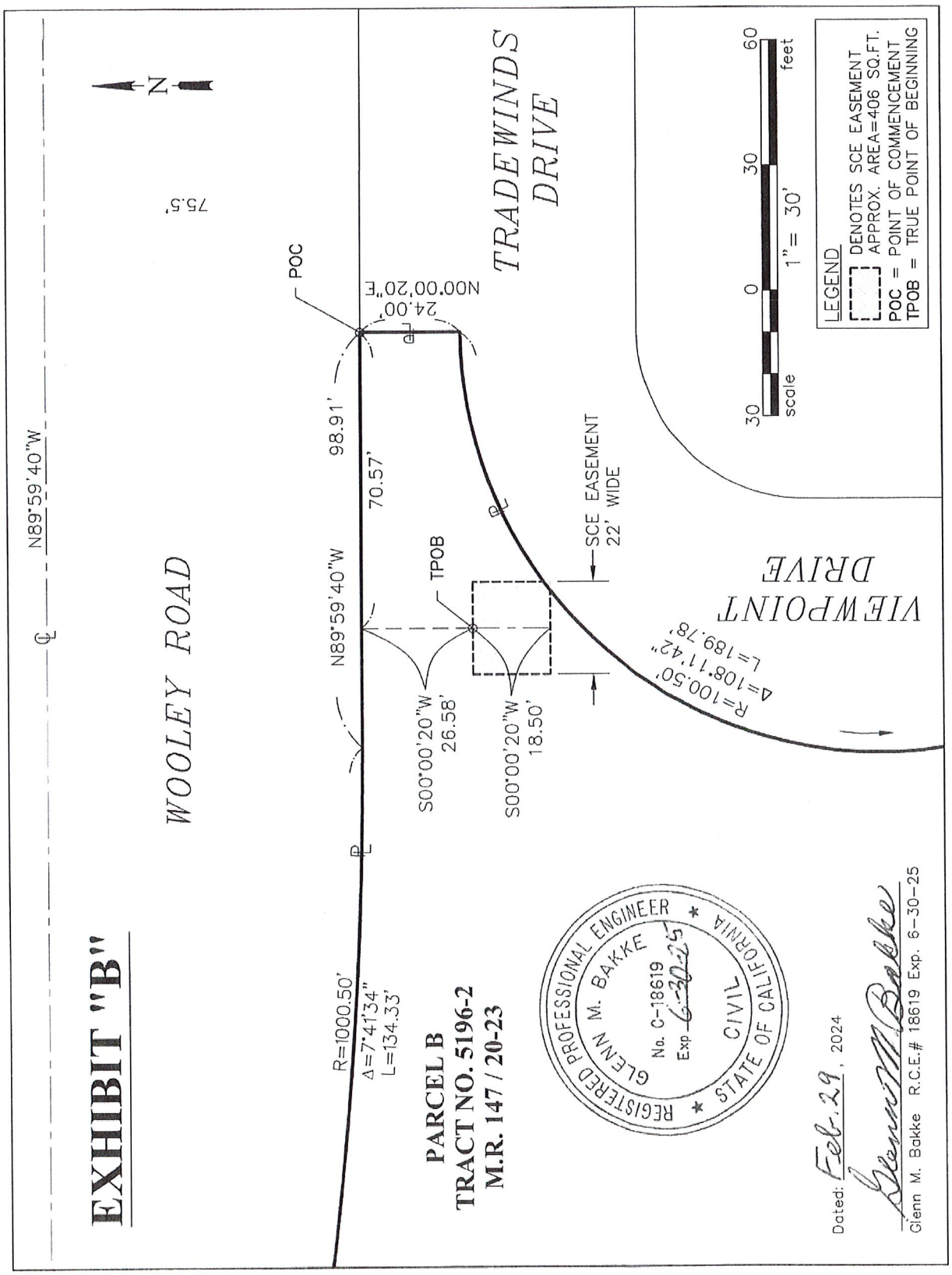


EXHIBIT "B"
WOOLEY ROAD
TRADEWINDS DRIVE
VIEWPOINT DRIVE
N89°59'40"W
75.5'
POC
N00°00'20"E
24.00'
98.91'
70.57'
N89°59'40"W
TPOB
SCE EASEMENT
22' WIDE
S00°00'20"W
26.58'
S00°00'20"W
18.50'
R=100.50'
Δ=108°11'42"
L=189.78'
R=1000.50'
Δ=7°41'34"
L=134.33'
PARCEL B
TRACT NO. 5196-2
M.R. 147 / 20-23
LEGEND
DENOTES SCE EASEMENT
APPROX. AREA=406 SQ.FT.
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING
scale
1"= 30'
feet
REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-25
CIVIL
STATE OF CALIFORNIA
Dated: Feb. 29, 2024
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-25

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $_____ _____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Ventura	SERVICE ORDER TD1330408	SERIAL NO.	MAP SIZE
	FIM 28-23A-5 APN 188-0-160-085	APPROVED: VEGETATION & LAND MANAGEMENT/ LAW DEPARTMENT (M.A.R.)	BY SLS/CT	DATE 05/24/24

CITY OF OXNARD, a body politic and a municipal corporation of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of underground wires, underground conduits, cables, vaults, manholes, handholes, and a single above-ground cabinet of 75 inches by 50 inches and concrete pad of six feet, eight inches by 11 feet, four inches, which if replaced with equipment to exceed aforementioned dimensions, shall require the prior consent of the Grantor (such consent not to be unreasonably withheld if substantially the same dimensions) under that certain real property in the County of Ventura, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation.

Grantee shall remove or relocate without expense to the Grantor any facilities installed, used, and maintained on the property if and when made necessary by any change of grade, alignment, or width of any public street, way, alley, or place, by the grantor or based upon Grantor's changed use of the public property.

Mail Tax Statements to: N/A

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF OXNARD, a body politic and a municipal corporation of the State of California

_____
Signature

_____
Print Name

_____
Title

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, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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 _____)

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WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

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EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PUBLIC STREET.

THE AREA OF THE ABOVE-DESCRIBED STRIP OF LAND IS 406 SQUARE FEET, MORE OR LESS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



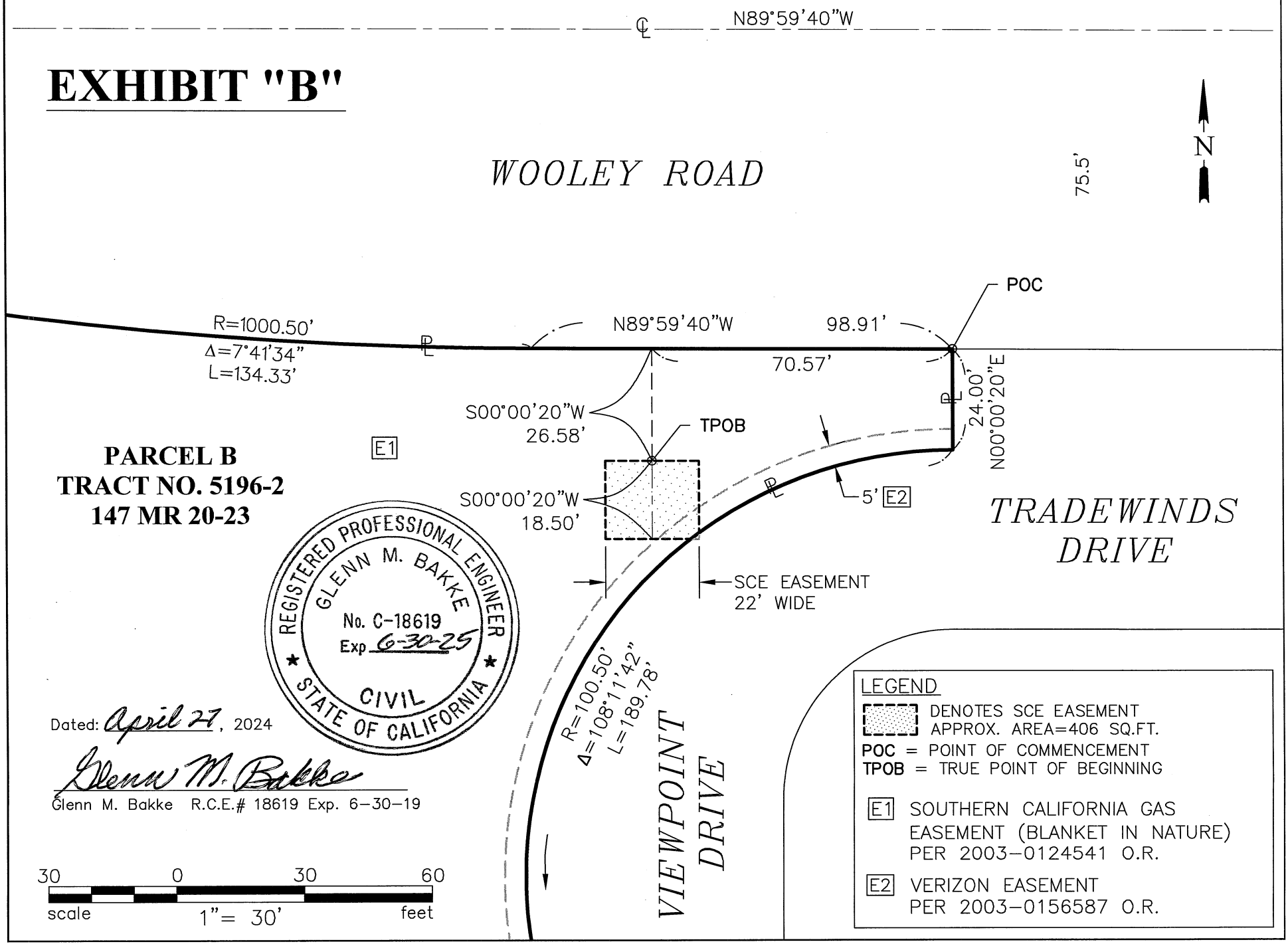
Prepared by me or under my supervision:

Dated: April 27, 2024

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2025

EXHIBIT "B"


℄ N89°59'40"W
WOOLEY ROAD
75.5'
N
POC
R=1000.50'
Δ=7°41'34"
L=134.33'
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24.00'
N00°00'20"E
S00°00'20"W
26.58'
TPOB
E1
S00°00'20"W
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TRADEWINDS DRIVE
SCE EASEMENT
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VIEWPOINT DRIVE
PARCEL B
TRACT NO. 5196-2
147 MR 20-23
REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-25
CIVIL
STATE OF CALIFORNIA
Dated: April 27, 2024
Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-19
30 0 30 60
scale 1"= 30' feet
LEGEND
DENOTES SCE EASEMENT
APPROX. AREA=406 SQ.FT.
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING
E1 SOUTHERN CALIFORNIA GAS EASEMENT (BLANKET IN NATURE) PER 2003-0124541 O.R.
E2 VERIZON EASEMENT PER 2003-0156587 O.R.

Grant of Easement at 1101 Viewpoint Drive

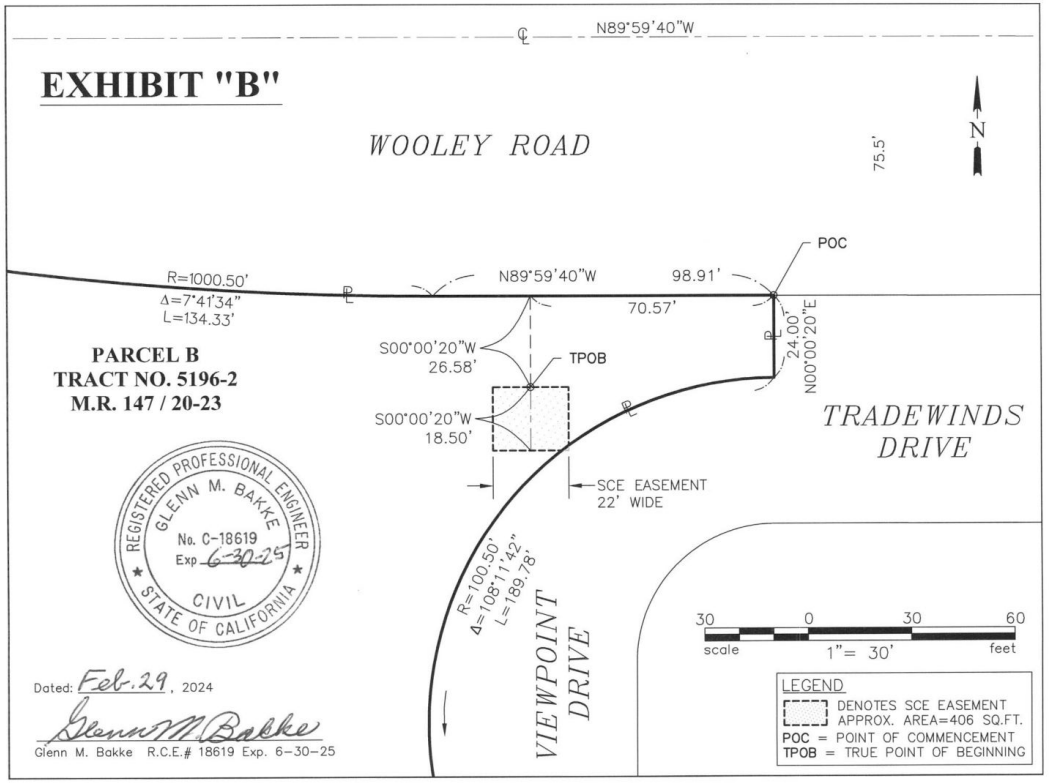
Daniel Houck, Associate Planner
Community Development Department

City Council
October 29, 2024

CITY OF OXNARD CALIFORNIA

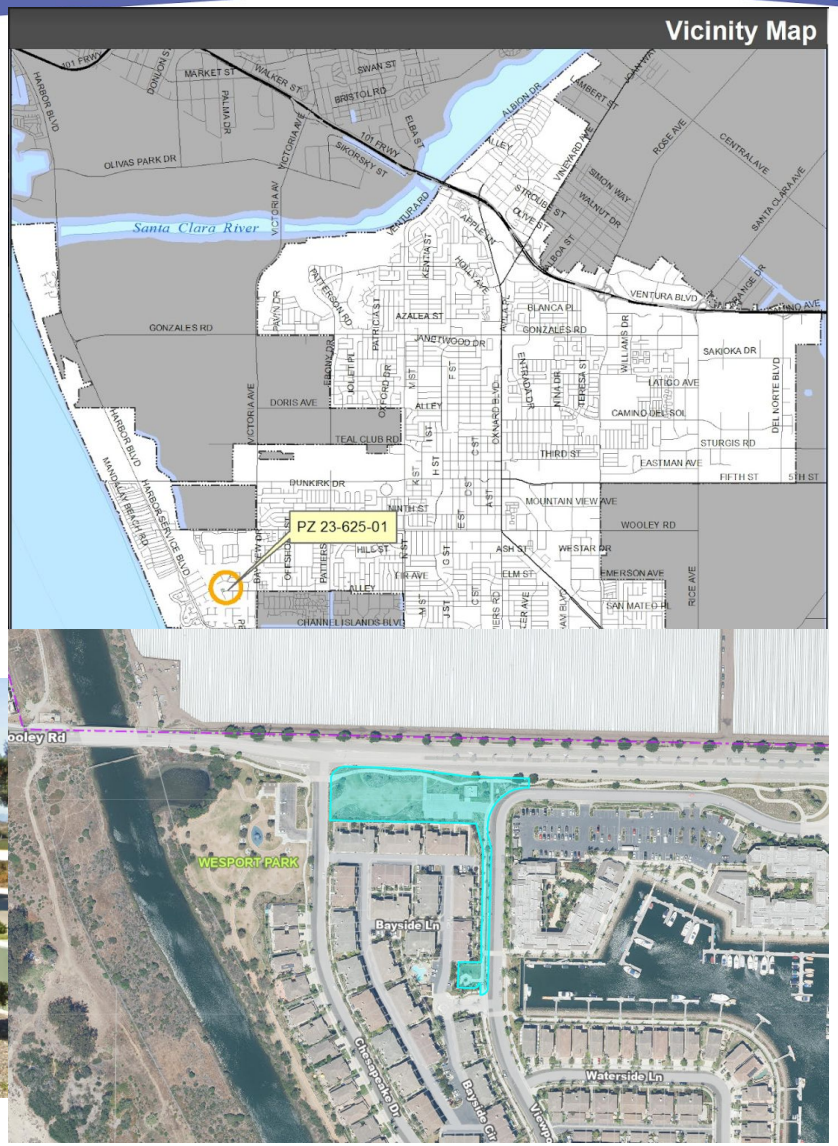
PROJECT DESCRIPTION

- The purpose of the grant is to support the replacement of outdated electrical equipment at the 1.52 acre lot located at 1101 Viewpoint Drive.

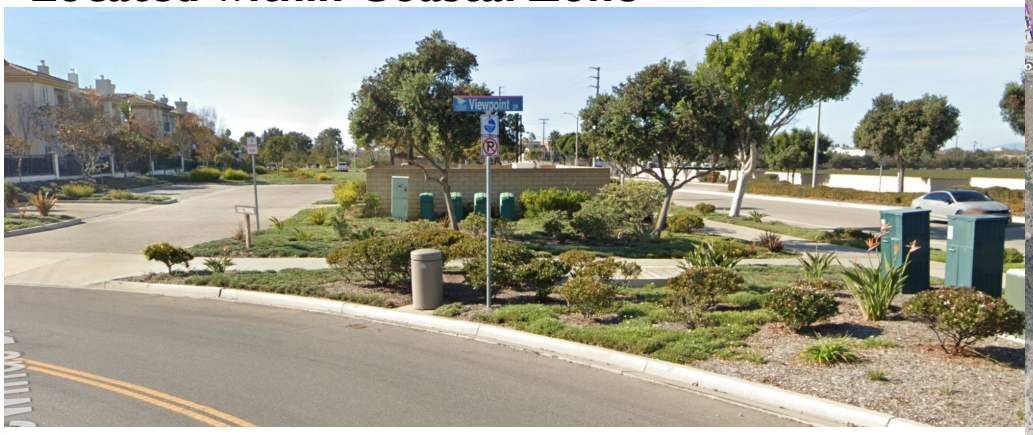


PROJECT LOCATION

Subject Sites:
1101 Viewpoint Drive
(Public Parking and Utilities)



Located within Coastal Zone



Looking West from where Tradewinds Dr becomes Viewpoint Rd

EXISTING SITE

Subject Site: 1101 Viewpoint Drive

Surrounding Uses:

LOCATION	Oxnard LCP Land Use Designation (General Plan)	ZONING	EXISTING LAND USE
Project Site (1101 Viewpoint Drive.)	Planned Unit Development (PUD)	Coastal Planned Community (CPC)	Parking and Utilities
North	Agriculture (AG)	County of Ventura	Agriculture
South	Planned Unit Development (PUD)	Coastal Planned Community (CPC)	Multi-Family Residential
East	Planned Unit Development (PUD)	Coastal Planned Community (CPC)	Multi-Family Residential
West	Planned Unit Development (PUD)	Coastal Planned Community (CPC)	Westport Park

GENERAL PLAN & ZONING MAPS

General Plan Land Use Designation



Planned Unit Development (PUD)

Zoning Designation

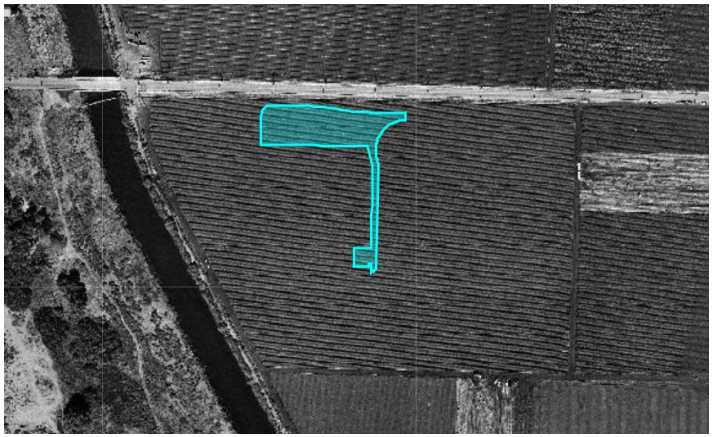


Coastal Planned Community (CPC)

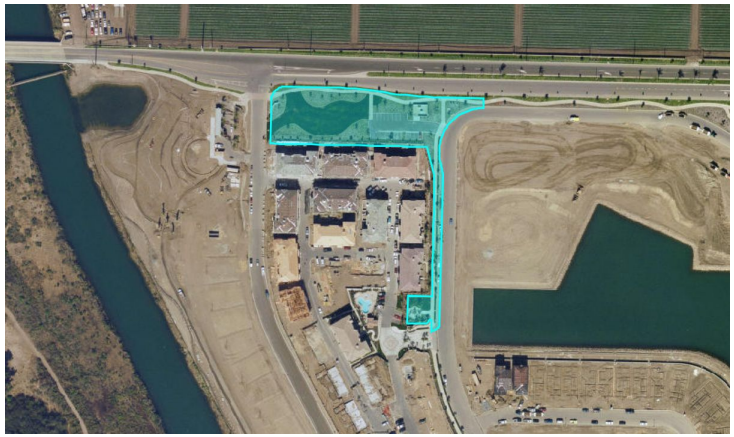
BACKGROUND

- The property and surrounding area south of Wooley Road was agricultural land and designated to be developed as part of the Mandalay Specific Plan.

- A in-ground utility box was constructed on the property shortly after the approval of Tract Map No. 5196-2, which was recorded on December 30, 2002. Also, immediately following the creation of the property, a public parking lot was developed on the property as well as a generator, a wet well, and a sewer lift station within a CMU wall enclosure.



1998 GIS Map



2003 GIS Map

PLANNING COMMISSION 65402 DETERMINATION

- On August 1, 2024, The Planning Commission held a public hearing consistent with Government Code Section **65402** and found the easement vacation consistent with:
  - 2030 General Plan
  - The City's 2030 General Plan land use designation for 1101 Viewpoint Drive is Planned Unit Development, which comes from the Coastal Land Use Plan, while the zoning designation is Coastal Planned Community (CPC), both allowing for the replacement of utility equipment.
- Unanimously adopted Resolution 2024-16:
  - Finding the grant of easement in conformance with the 2030 General Plan; and
  - Recommending that the City Council grant the easement.

GENERAL PLAN CONSISTENCY

The City's 2030 General Plan land use designation for 1101 Viewpoint Drive is Planned Unit Development, which comes from the Coastal Land Use Plan, while the zoning designation is Coastal Planned Community (CPC), both allowing for the replacement of utility equipment.

- Coastal Land Use Plan Policy
    - The property is in an specific area of Oxnard Shores that was designated as planned development for urban uses, including residential. The upgraded equipment will provide the continued support of urban uses in this community area.

GENERAL PLAN CONSISTENCY (continued)

- General Plan Consistency:
  - Policy ICS-17.2 (Easements): Ensure that gas and electric service mains not installed in the public right-of-way have established easements.
  - Policy CD-8.2 (Services): Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.
  - Policy CD-8.8 (Public Facility Service Areas): Provide appropriate service areas for existing and planned public facilities such as a museum, secondary and elementary schools, fire stations, branch libraries, community centers, parks, and infrastructure utility for support facilities.

Environmental Determination

Pursuant to California Environmental Quality Act (CEQA) Guidelines, the proposed General Plan Conformity Determination does not constitute a "project" for the purposes of CEQA because the determination will not result in direct or indirect physical changes in the environment and there is no possibility it will have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

Any subsequent improvement to the property will be separately examined in accordance with CEQA, if required.

STAFF RECOMMENDATION

That the City Council:

a) Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and

b) Grant an easement to Southern California Edison, consistent with Exhibit A and Exhibit B, and for the purposes stated in such; and

c) Authorize the Mayor to sign the Grant of Easement.

CITY OF
OXNARD
CALIFORNIA