City of Santa Paula

City Council

MAYOR ANDY SOBEL
VICE MAYOR LESLIE CORNEJO
COUNCILMEMBER JENNY CROSSWHITE
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER PEDRO A. CHAVEZ

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, DECEMBER 6, 2023

6:30 PM - City Council Regular Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, CITY ATTORNEY

BRINGING ITEMS BEFORE THE CITY COUNCIL

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a ***Public Comment Form*** noting your name and address and submit the form to the City Clerk. Include the Agenda item number, when appropriate. ***Public comments are limited to 3 minutes.***

1. ***Items Not on the Agenda*:** If you wish to discuss an item which is not scheduled on the Agenda, you may address the City Council during *Public Comment*. Please realize that due to the limitations placed on the City Council by provisions of the *California Government Code*, the City Council ordinarily cannot take action on any item that is not on the agenda. Because of these restrictions, expect that matters that you identify during public comment may be referred to staff or considered on a future agenda.
2. ***Agenda Items:*** Items being considered by the City Council may appear on the Consent Calendar, as an Action Item, or as a Public Hearing. Public comments on each type of item are handled differently, as explained below:
    a. For items appearing on the Consent Calendar, please submit a Public Comment Form before the Council takes action on the Consent Calendar. Items that receive a Public Comment Form may be pulled from the Consent Calendar by the Mayor and discussed separately by the City Council.
    b. For items appearing as an Action Item, the Mayor will announce the Agenda item and request the staff report, the staff member responsible will give a brief summary of the report; the City Council will have an opportunity to ask questions of staff; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); and the City Council will discuss the item and then take appropriate action.
    c. For items on which a Public Hearing is scheduled, the Mayor will open the public hearing and receive the staff report; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); the City Council will discuss the item; and the Mayor will close the public hearing after City Council action.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.*

*In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.*

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct staff to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

6. PRESENTATIONS

6.A VISITOR FROM THE NORTH POLE

6.B SANTA PAULA SOCIAL SERVICES COALITION

6.C SOUTHERN CALIFORNIA EDISON PRESENTATION

6.D VENTURA COUNTY FIRE DEPARTMENT REPORT

7. CITY COUNCIL REPORTS

8. CITY MANAGER REPORTS

9. CONSENT CALENDAR

Background information has been provided to the City Council on all matters listed under

the Consent Calendar and these items are considered to be routine by the City Council and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

9.A **APPROVAL OF MINUTES**

RECOMMENDATION:

Staff recommends Council approve the following minutes:

- City Council Special Minutes for November 1, 2023
- City Council Regular Minutes for November 1, 2023
- City Council Special Minutes for November 8, 2023
- City Council Special Minutes for November 15, 2023
- City Council Regular Meeting for November 15, 2023

9.B **Mariposa Landscapes, Inc. Amendment No. 2**

RECOMMENDATION:

Staff Recommends City Council:

Authorize the City Manager to execute Amendment No. 2 with Mariposa Landscapes, Inc. to continue to provide landscape services at George Harding Park.

9.C **AUTHORIZATION TO ADVERTISE FOR BIDS FOR POLICE STATION REMODEL PROJECT PHASE 1**

RECOMMENDATION:

Staff recommends that the City Council:

Authorize staff to advertise for bids for the Police Station Remodel Project Phase I, per the attached Bid Packet.

9.D **ENGEO PROFESSIONAL SERVICES AGREEMENT**

RECOMMENDATION:

Staff recommends that the City Council convene as the GHAD Board to:

1. Authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated to provide GHAD Manager services for the Santa Paula GHAD in a form approved by the City Attorney, in the amount of $39,419 for Fiscal Year 2023-2024 based on the City's approved two-year budget

9.E **ON-CALL WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) MAINTENANCE SERVICES AGREEMENTS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute two (2), three-year on-call services agreements with Cannon Corporation and ProUsys Inc. for the City’s Public Works Department (Water Division) Water Distribution System Supervisory Control & Data Acquisition (SCADA) Maintenance

Services, each in a form approved by the City Attorney.
2. Authorize the City Manager or his designee to issue SCADA maintenance services work orders on a time and material basis in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per contractor, whichever is less.

9.F **WATER RECYCLING FACILITY (WRF) BLOWER REPLACEMENT PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve budget adjustments and allocations as recommended by staff for the WRF Blower Replacement Project.

9.G **STORM DRAIN REPLACEMENT PROJECT (VIEW DRIVE TO VIRGINIA TERRACE)**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve budget adjustments and allocations as recommended by staff for the Storm Drain Replacement (View Drive to Virginia Terrace) Project.

9.H **DISASTER RECOVERY AND EMERGENCY FUNDING REIMBURSEMENT UPDATE**

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Disaster Recovery and Emergency Funding Reimbursement Update.

9.I **PROFESSIONAL SERVICES AGREEMENT AMENDMENT FOR WASTEWATER COLLECTION SYSTEM CHLORIDE SOURCE IDENTIFICATION STUDY**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Ventura Regional Sanitation District for the next phase of the Wastewater Chloride Source Identification Study in a form approved by the City Attorney, contingent upon approval by VRSD Board of Directors.

9.J **APPROVAL OF EMPLOYEE INCENTIVE PROGRAMS**

RECOMMENDATION:

Adopt Resolution No. 7494 establishing various employee based incentives.

10. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing
- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

10.A SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN AMENDMENT AND ENVIRONMENTAL IMPACT REPORT ADDENDUM

RECOMMENDATION:

Staff recommends the City Council:

1. Open the public hearing.
2. Receive testimonial and documentary evidence.
3. Close the public hearing.
4. Adopt Resolution No. 7495 approving the Addendum to the Santa Paula West Business Park Specific Plan Environmental Impact Report.
5. Introduce and waive first reading of Ordinance No.1332 entitled, "An Ordinance Approving the Santa Paula West Business Park Specific Plan Amendment".

11. ORDER OF BUSINESS

11.A PROCEDURES FOR ELECTION OF MAYOR AND VICE MAYOR

RECOMMENDATION:

Review procedure for election of Mayor and Vice Mayor and direct City Clerk to begin the Mayor selection process.

Presented by: Julie Latshaw, City Clerk

11.B SELECTION PROCESS FOR MAYOR

11.C GAVEL PLAQUE TO OUTGOING MAYOR PRESENTED BY NEW MAYOR

11.D SELECTION PROCESS FOR VICE MAYOR

11.E ADOPTION OF 2024 COUNCIL MEETING CALENDAR

RECOMMENDATION:

Staff recommends that the City Council:

1. Review the proposed City Council Meeting calendar for 2024 and consider the cancellation or rescheduling of various regular meetings throughout the year.
2. Authorize the closure of City facilities between the Christmas and New Year's Holidays, December 24, 2024 through January 1, 2025.

Presented by: Dan Singer, City Manager

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council review future agenda items.

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

Date: December 6, 2023

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends Council approve the following minutes:

- City Council Special Minutes for November 1, 2023
- City Council Regular Minutes for November 1, 2023
- City Council Special Minutes for November 8, 2023
- City Council Special Minutes for November 15, 2023
- City Council Regular Meeting for November 15, 2023

BACKGROUND:

An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

ATTACHMENTS:

2023.11.01 City Council Special Minutes.pdf
2023.11.01 City Council Regular Minutes.pdf
2023.11.08 City Council Special Minutes.pdf
2023.11.15 City Council Special Minutes.pdf
2023.11.15 City Council Regular Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
November 1, 2023, 5:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Vice Mayor Cornejo called the meeting to order at 5:03 p.m.

2) ROLL CALL

Members Present: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, and Pedro A Chavez

Members Absent: Andy Sobel

Councilmember Chavez arrived at 5:06 p.m.

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1) – Saravia/Martinez v. City of Santa Paula, et al.; Ventura County Superior Court Case No. 56-2021-00552735-CU-PO-VTA

4.B) CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM Consideration of a liability claim pursuant to Government Code § 54956.95(a) - Claimant: Southern California Edison (claim served September 29, 2023, from David A. Battaglia, Esq., of Gibson, Dunn & Crutcher LLP), Agency Claimed Against: the City of Santa Paula

4.C) CONFERENCE WITH LEGAL COUNSEL - LIABILITY CLAIM Consideration of a liability claim pursuant to Government Code § 54956.95(a) - Claimant: Southern California Gas Company (claim served October 17, 2023, from David A. Battaglia, Esq., of Gibson, Dunn & Crutcher LLP), Agency Claimed Against: the City of Santa Paula

4.D) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1) - Fred and Elaine Malzacher Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

Council recessed to closed session at 5:06 p.m.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

6) ADJOURNMENT

Vice Mayor Cornejo adjourned the meeting at 6:25 p.m.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
November 1, 2023, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Vice Mayor Cornejo called the meeting to order at 6:32 p.m.

2) INVOCATION

Julie Tumamait-Stenslie, Chumash Elder, provided the Invocation.

3) FLAG SALUTE

Councilmember Crosswhite led the flag salute.

4) ROLL CALL

Members Present: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, and Pedro A Chavez

Members Absent: Andy Sobel

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken on the following items:
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1) – Saravia/Martinez v. City of Santa Paula, et al.; Ventura County Superior Court Case No. 56-2021-00552735-CU-PO-VTA
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the City of Santa Paula
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1) - Fred and Elaine Malzacher Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

6) PUBLIC COMMENT

Richard Rudman was called to speak providing an update on upcoming events. Peter Gaeta was called to speak thanking the Council for not making any changes on the flag display policy.

7) PRESENTATIONS

7.A) NATIONAL NATIVE AMERICAN HERITAGE MONTH

Jasmine Duron was called to speak on autism.

Vice Mayor Cornejo presented Proclamation for National Native American Heritage Month to Julie Tumamait-Stenslie, Chumash Elder.

7.B) PROCLAMATION - 100th BIRTHDAY - ALBINO PINEDA

Vice Mayor Cornejo presented a Proclamation for 100th Birthday to Albino Pineda.

7.C) SENIOR ADVISORY COMMITTEE PRESENTATION

Senior Advisory Committee update was presented by Chair, Dr. Maria Munguia, and Committee members Ray Gary Wellman, Pam Marshall, and Vice Chair Bruce Archer.

7.D) MEASURE T OVERSITE COMMITTEE ANNUAL REPORT

Committee Member Alice Straetz presented the Measure T Oversite Committee Annual Report.

8) CITY COUNCIL REPORTS

Councilmember Juarez:
Attended the Employee Birthday Celebration; Jubilee Ventura County 150th Celebration; Ventura Council of Governments Annual Dinner; and City Halloween Employee Lunch.

Councilmember Crosswhite:
Attended the Employee Birthday Celebration; Jubilee Ventura County 150th Celebration; City Halloween Employee Lunch; Ad hoc Harvest Project; Green Print Technical Advisory Committee with Southern California Association of Governments; and Santa Paula Branch Line Ad Hoc Committee.

Councilmember Chavez:
Thanked Elena Brokaw for the work on the 150th Ventura County Celebration; put together a collaboration with visitors from Taiwan looking to establish manufacturing; attended the Farm Bureau Conference; and 40th Anniversary of

Ventura Colledge.

Vice Mayor Cornejo:
Attended the Union Oil RFP discussion; Ad hoc Harvest Project; Jubilee Ventura County 150th Celebration; Ventura Council of Governments Annual Dinner; and City Halloween Employee Lunch.

9) CITY MANAGER REPORTS

City Manager
Attended the Union Oil Subcommittee meeting; Measure T meeting; Employee Birthday Celebration; City Halloween Employee Lunch; Ventura Council of Governments Annual Dinner; and Jubilee Ventura County 150th Celebration. Reported the County is facing concerns with insects in the county that could impact the agricultural community.

10) CONSENT CALENDAR

10.A) ON-CALL AGREEMENTS FOR PROFESSIONAL CONSULTING SERVICES

10.B) PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR DEVELOPMENT PROJECT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES

10.C) 2023 HOLIDAY PARADE SPONSORSHIP REQUEST

Motion: Approve CONSENT CALENDAR
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 4-0
Yes: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

11) ACTION ITEMS

11.A) 2023 SPECIAL TAX BONDS FOR HARVEST CFD NO. 1 IMPROVEMENT AREA A

Councilmember Chavez recused himself from this item due to a conflict of interest and left the Dias.
Christian Sprunger with NHA Advisors provided a presentation on 2023 Special Tax Bonds for Harvest CFD No. 1 Improvement Area A.
David Fama with Jones Hall was also available for questions.

Motion: Approve Resolution No. 7489 authorizing the issuance of Special Tax Bonds for and on behalf of Improvement Area A of the City of Santa Paula Harvest Community Facilities District No. 1, approving and directing the execution of a Supplemental Fiscal Agent Agreement and Bond Purchase Agreement, approving the form of Preliminary Official Statement, approving sale of such Bonds, and approving other related documents and actions.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

Vote: Motion carried 3-0

Yes: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez

11.B) ESTABLISHMENT OF A DEPUTY CITY MANAGER POSITION

This item was presented by City Manager Dan Singer.

Motion: Approve as amended Resolution 7491, removing the Assistant City Manager (ACM) position from the adopted Position Control List and establish a new Deputy City Manager (DCM) job specification with a corresponding salary at Range 113, within the City's adopted compensation schedule, and amend job description.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 3-1
Yes: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez
No: Pedro A Chavez

11.C) FISCAL REVIEW: FY 22/23 YEAR END AND FY 23/24 Q1 FOLLOW UP

Motion: Approve as amended Resolution No. 7490 Amending the City's Operating and CIP Budget for FY 2022/23 and FY 2023/24, and direct staff to bring back documentation for inter fund loan.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 4-0
Yes: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

City Manager Dan Singer scheduled a Special City Council meeting on Wednesday, November 8, 2023, at 4:00 p.m. to discuss the Police Departments staffing challenges.

13) ADJOURNMENT

Vice Mayor Cornejo adjourned the meeting at 9:53 p.m.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
November 8, 2023, 4:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 4:03 p.m.

2) FLAG SALUTE

Councilmember Chavez led the flag salute.

3) ROLL CALL

Members Present: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, and Pedro A Chavez

4) PUBLIC COMMENT

Luciano Morales was called to speak on GoGo.

5) ACTION ITEMS

5.A) POLICE DEPARTMENT STAFFING CHALLENGES

City Manager Dan Singer began presentation on Police Department Staffing Challenges.
Police Chief Don Aguilar presented information on current staffing.
Police Commander Starna presented contingency plan for hiring.
Police Chief Don Aguilar explained the reduced staffing and operational impacts, minimum staffing and public safety impacts.
City Manager Dan Singer added additional impacts for patrol deployment reduction to minimum staffing.

Mike Lambert was called to speak with concern on staffing.

Chris Inez was called to speak in support of the current Santa Paula Police Department.

Walt Adair was called to speak in support of the current Santa Paula Police Department.

Allen Macias was called to speak in support of the current Santa Paula Police Department.

Michael Hoppin was called to speak of concerns with public safety and staffing.

Jose Melgar was called to speak in support of the current Santa Paula Police Department.

James Fryhoff was called to speak explaining a possible merger with the Ventura County Sherriff.

Maria Jimenez was called to speak, translated by Cynthia Salas, in support of the current Santa Paula Police Department.

Perla Bonilla was called to speak in support of the current Santa Paula Police Department.

Erendirce McCormick was called to in speak support of the current Santa Paula Police Department.

Christina Eilar was called to speak in support of the current Santa Paula Police Department.

Debbie Johnson was called to speak in support of the current Santa Paula Police Department.

Pam Luna was called to speak in support of the current Santa Paula Police Department.

Dan McCarthy was called to speak explaining that a vote was taken of the Santa Paula Police Officer Association with a 2/3 vote in favor of contracting with Ventura County Sherriff.

Karen Heath Karayan was called to speak in support of the current Santa Paula Police Department.

Nidia Bello was called to speak, was unavailable to make comment.

Laura Espinosa was called to speak in support of the current Santa Paula Police Department.

Cynthia Salas was called to speak in support of the current Santa Paula Police Department.

Jim Procter was called to speak in support of the current Santa Paula Police Department.

Martha Brown was called to speak in support of current Santa Paula Police Department.

Zuleth Lucero was called to speak in support of current Santa Paula Police Department.

Aaron Dunkel was called to speak in support of the current Santa Paula Police Department.

Manuel Minjares was called to speak, would like to see the contract with the Sheriff to provide more information in order to make any decision.

Council discussed the situation of the challenges of staffing in the Santa Paula Police Department.

Motion: Approve continuing support of the current Santa Paula Police Department while meeting public safety.
Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 5-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, Pedro A Chavez

6) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:52 p.m.

ATTEST:

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Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Special Meeting
November 15, 2023, 4:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 4:00 p.m.

2) ROLL CALL

Members Present: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, and Carlos Juarez

Members Absent: Pedro A Chavez

3) PUBLIC COMMENT

None.

4) ACTION ITEMS

4.A) REVIEW OF UNION OIL BUILDING REQUEST FOR PROPOSALS DOCUMENT AND DEFERRED MAINTENANCE PLAN FUNDING DISCUSSION

Councilmember Juarez recused himself due to conflict of interest.

Parks & Recreation Director Greg Barnes, presented this item.

City Council discussed the Request for Proposal and provided staff with recommendations.

Marcus Erikson was called to speak with suggestions on the Request for Proposal.

Richard Rudman was called to speak on behalf of the City of Santa Paula Chamber of Commerce, providing suggestions on the Request for Proposal.

Gloria Martinez was called to speak on behalf of the City of Santa Paula Chamber of Commerce, providing suggestions on the Request for Proposal.

Council provided staff with direction on the Union Oil Building Request for Proposals Document and Deferred Maintenance Plan.

5) CLOSED SESSION

5.A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 546956.9(d)(1) - In re: Aqueous Film-Forming Foams Products Liability Litigation, Case No. 2:18-mn-2873-RMG

Council recessed to closed session at 5:52 p.m.

6) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

7) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:25 p.m.

ATTEST:

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Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
November 15, 2023, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 6:35 p.m.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Vice Mayor Cornejo led the flag salute.

4) ROLL CALL

Members Present: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, and Carlos Juarez

Members Absent: Pedro A Chavez

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken on the following item:
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 546956.9(d)(1) - In re: Aqueous Film-Forming Foams Products Liability Litigation, Case No. 2:18-mn-2873-RMG

6) PUBLIC COMMENT

None.

7) PRESENTATIONS

7.A) PROCLAMATION - SANTA PAULA ROTARY 100 YEAR CENTENIAL

Mayor Sobel presented Proclamation to the Santa Paula Rotary for their 100 Year Centennial.

7.B) PROCLAMATION - NATIONAL FAMILY CAREGIVER'S MONTH

Mayor Sobel presented Proclamation for National Family Caregiver's Month.

Maria Alvarez was called to speak on behalf of the National Family Caregiver's Month.

7.C) PRESENTATION - ALL CHILDREN THRIVE (ACT)

Gabby Ornelas, Natalie Rodriguez and youth members presented a presentation on the All Children Thrive (ACT) program, providing the activities in 2023.

Crystal Harding was called to speak in support of the ACT program.

7.D) ATHENS ANNUAL RECYCLING AWARDS

Rondi Guthrie presented the Athens Annual Recycling Awards to Cocina 1912, and Glen Tavern Inn & Restaurant.

7.E) CITY MANAGER'S DEPARTMENT REPORT - JULY 2023 - OCTOBER 2023

City Manager Dan Singer presented the City Manager's Department Report - July 2023 - October 2023.

8) CITY COUNCIL REPORTS

Vice Mayor Cornejo:
Attended Santa Paula Unified School District/City Council Joint Committee 2x2; State of the County presentation; Santa Paula Police Department presentation; All Children Thrive; Boys & Girls Club tree decorating event, dedication of the Sports Park; and Ventura County Air Pollution Control District Advisory Committee.

Councilmember Crosswhite:
Attended Southern California Association of Governments; Clean Power Alliance Board; Ventura County Transportation Commission; Ventura Council of Governments; Ventura Local Agency Formation Commission; State of the County presentation; and dedication of the Sports Park.

Andy:
Attended Santa Paula Unified School District/City Council Joint Committee 2x2; Holiday marketing for small business workshop; Farm Day; Regional Mayor's meeting; met with Alex Teague on potential development; Isbell Early Childhood Education project; and announced reminder of Holiday parade.

Councilmember Juarez:
Attended Special City Council meeting on Santa Paula Police Department staffing; Boys & Girls Club fundraiser event; Veterans Day Ceramony;

dedication of the Sports Park; met with Alex Teague on potential development; announced upcoming Rotary Centennial; and upcoming Holiday parade.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
Attended the Special City Council meeting on Santa Paula Police Department staffing; and dedication of the Sports Park.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

10.B) OCTOBER 2023 WARRANTS AND CERTIFICATIONS

10.C) FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CITYGATE ASSOCIATES LLC FOR AN ORGANIZATIONAL EFFICIENCY ASSESSMENT OF DEVELOPMENT SERVICES PROCESS

10.D) ON-CALL AGREEMENT FOR CITYWIDE UTILITY REPAIR AND CONSTRUCTION SERVICES WITH SAM HILL & SONS

10.E) SB 1383 GRANT APPLICATION

Motion: Approve as amended Consent Calendar with amendments to 10.A and 10.D. Councilmember Juarez recused himself from 10.A.
Moved by Carlos Juarez, seconded by Jenny Crosswhite

Vote: Motion carried 4-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez

11) ACTION ITEMS

11.A) WASTEWATER COLLECTION SYSTEM CHLORIDE SOURCE EVALUATION

This item was presented by Clete J. Saunier, Public Works Director, and Eileen Shields, PE, MKN & Associates.

Motion: Approve Option 3: Pause the AWTF bid process while concurrently conducting a Design Refinement Study and the Chloride Study.
Moved by Carlos Juarez, seconded by Leslie Cornejo

Vote: Motion carried 4-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez

11.B) EXPENDITURE PLAN FOR THE FY 23/24 SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT

Motion: Approve Expenditure Plan appropriating the Supplemental Law Enforcement Services Account (SLESA) funds for the FY 2023-2024

allocation and authorize the City Manager to execute any documents necessary to accept the funding.
Moved by Leslie Cornejo, seconded by Jenny Crosswhite

Vote: Motion carried 4-0
Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez

11.C) CONSIDERATION OF VARIOUS EMPLOYEE-BASED INCENTIVES

City Manager Dan Singer presented this item.

Council directed staff to return with a resolution with employee-based incentives.

11.D) AMENDED CITY COUNCIL INVOCATION POLICY

City Attorney Monica Castillo presented this item.

Motion: Approve as amended Resolution No. 7493 adopting an Amended City Council Invocation Policy, including amendments changing clergy with religious leader, spiritual leaders list, and Attorney to research any other changes needed, along with adding discretion for the Mayor to approve invites for Invocation.
Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 3-1
Yes: Leslie Cornejo, Jenny Crosswhite, Carlos Juarez
No: Andy Sobel

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

13) ADJOURNMENT

Mayor Sobel adjourned the meeting at 10:56 p.m. in memory of former council member Al Escoto.

ATTEST:

_____
Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: Mariposa Landscapes, Inc. Amendment No. 2

Date: December 6, 2023

Agenda Item: 9.B

RECOMMENDATION:

Staff Recommends City Council:

Authorize the City Manager to execute Amendment No. 2 with Mariposa Landscapes, Inc. to continue to provide landscape services at George Harding Park.

BACKGROUND:

On April 3,1978 the City of Santa Paula accepted a Corporation Gift Deed of real property from the Santa Paula Junior Chamber of Commerce, Inc. This land is now known as George Harding Park, and is defined by the improved park, a caretaker's home, and four privately leased properties for light-industrial uses which generate revenues to support maintenance efforts for the park.

The park is actively utilized for most of the year, primarily by organized sports organizations, the Santa Paula Unified School District, and users from outside Santa Paula.

The Harding Park Trust supports the ongoing maintenance and upkeep of the park as well as capital upgrades through revenues received from the adjoining leased properties and user fees.

On February 4, 2020, following an RFP process for qualified vendors, City Council approved a one-year agreement with Mariposa Landscapes, Inc. to provide landscape services for Harding Park.

On May 19, 2021, Council approved Amendment No. 1 to the original agreement adding three years to the term. The current agreement is set to expire February 20, 2024.

ANALYSIS:

Amendment No. 2 extends the term by another 3 years and 4 months and allows for a 6% compensation increase the first full year of the extended term (beginning March 1, 2024) with a not to exceed 3% CPI increase for the remaining two years.

Mariposa has continued to demonstrate quality work, a willingness to offer good customer service, and takes pride in their delivery of services.

Staff would like to continue the City's relationship with Mariposa Landscapes, Inc. and is recommending extending their current agreement.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan.

However, staff does feel that this item is vital in assisting our efforts to provide well maintained and safe sports fields for the community to enjoy. We accomplish this by providing services both through agreements with qualified contractors and by the efforts of dedicated staff.

FISCAL IMPACTS:

Maintenance services are funded by lease revenue and user fees received from the use of the park and adjacent properties.

Year one of the amendment will result in a not-to-exceed amount of $67,926.96. These costs were included in the adopted budget for FY 23-24 in account 803-5-1532-209.

OPTIONS:

As an alternative to staff's recommendation, City Council has the following options:

1. Decline to authorize the City Manager to execute Amendment No. 2.

2. Provide staff with alternate direction.

If City Council chooses not to authorize the City Manager to execute Amendment No. 2, the current agreement will expire on February 20, 2024. Staff will maintain the park until a new agreement is approved by Council following a formal bid process.

ATTACHMENTS:

EXHIBIT A Mariposa Amendment No 2.pdf
EXHIBIT B Mariposa Original Agreement and Amendment No 1.pdf

EXHIBIT A

Mariposa Landscape, Inc.

Amendment No. 2

AMENDMENT NO. 2 TO THE AGREEMENT FOR MAINTENANCE SERVICES BY AND BETWEEN THE CITY OF SANTA PAULA AND MARIPOSA LANDSCAPES, INC.

This Amendment No. 2 to the Maintenance Agreement between the City of Santa Paula and Mariposa Landscapes, Inc. ("Amendment No. 2") is entered into as of the 6th day of December, 2023 by and between the CITY OF SANTA PAULA, a California municipal corporation (hereinafter "City"), and Mariposa Landscapes, Inc., a California corporation.

SECTION 1: Recitals. This Amendment No. 2 is made with reference to the following facts and objectives:

a. On or about February 4, 2020, the City and Mariposa Landscapes, Inc. ("Contractor") entered into a Maintenance Agreement ("Agreement");

b. The Agreement authorizes the City to utilize Contractor for landscaping services at Harding Park;

c This Amendment No. 2 extends the term of the Agreement for an additional three years and four months and adjusts compensation each year as referenced in SECTION 2, below.

d. City and the Contractor now mutually desire by this Amendment No. 2 to the Agreement to amend the Agreement as set forth below.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 29 of the Agreement, the Agreement is amended to read as follows:

A. Subsection C. of Section 1., entitled "Consideration and Compensation," is amended to read as follows:

"C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of Four Thousand Eight Hundred Sixty-Eight Dollars and Forty-Seven Cents ($4,868.47) per month for turf maintenance, as defined in Exhibit A and Sixty-Eight Dollars and Ninety-Five Cents ($68.95) per hour for irrigation repairs as needed ("Total Compensation"). The Total Compensation shall increase on March 1, 2024 by 6%, meaning at that time CITY agrees to pay CONTRACTOR an amount of Five Thousand One Hundred Sixty Dollars and Fifty-Eight Cents ($5,160.58) per month for turf maintenance and Seventy-Three Dollars and Nine Cents ($73.09) per hour for irrigation repairs as needed. Beginning on March 1, 2025 and occurring on the same date each year thereafter until the expiration of the Term or earlier termination of this Agreement, the Total Compensation will be increased to reflect the 12-month increase (not to exceed 3%) in the January Los Angeles Consumer Price Index for All Urban Consumers, CPI-U, published by the Bureau of Labor Statistics in February."

B. Section 8, entitled "Term of Agreement," is amended to read as follows:

"8. TERM OF AGREEMENT. The term of this Agreement shall commence upon the execution by both parties and shall expire on June 30, 2027, unless earlier termination occurs under Section 12 of this Agreement, or the Agreement is extended in writing in advance by both parties."

SECTION 3: Counterparts. This Amendment No. 2 may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 2, all other terms and conditions of the Agreement, as amended by Amendment No. 2, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of the Agreement control.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA,
a municipal corporation.

Dan Singer,
City Manager

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

Mariposa Landscapes, Inc.

Terry Noriega
President

Antonio Valenzuela
Secretary

EXHIBIT A

SCOPE OF WORK

Scope of work for the following athletic baseball/softball fields: Tom Moore, Richard Ruiz, Tony Vasquez and Hersel Hopkins fields.

Mowing	43 total mows	8 months weekly / 4 months bi-weekly	City staff to determine schedule
Edging		Follow mowing schedule	Infield & Perimeter
Weed Control	Spot spraying	Follow mowing schedule as needed	Large sprayer applications as needed
Aeration		Twice a year	
Fertilization		Quarterly	
Irrigation Repairs		As needed	

$4,868.47 monthly fee for mowing, edging, weed control, aeration, and fertilization.

$68.95 per hour for irrigation repairs.

Updated 11-6-2023

EXHIBIT B

Mariposa Landscapes, Inc.

Original Agreement & Amendment No. 1

MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND
MARIPOSA LANDSCAPES, INC.

This MAINTENANCE AGREEMENT is entered into this 4th day of February, 2020, by and between the CITY OF SANTA PAULA, a general law city a municipal corporation ("CITY") and Mariposa Landscapes, Inc., a Corporation ("CONTRACTOR").

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this agreement.

B. The CONTRACTOR warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

C. The City desires to contract with the Contractor to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION

A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;

B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of Four Thousand Five Hundred Eighty-Nine Dollars ($4,589.00) per month for turf maintenance, as defined in Exhibit A and Sixty-five dollars per hour for irrigation repairs as needed not to exceed five thousand dollars ($5,000.00) per year, unless otherwise specified by written amendment to this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Contractor all uncontested amounts set

forth in the Contractor's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. PAYMENTS. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. PREVAILING WAGES. If required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. A copy of the prevailing rate of per diem wages must be posted at the job site.

6. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

7. KEY PERSONNEL. CONTRACTOR's key person assigned to perform work under this Agreement is Luis Valenzuela and/or Tony Valenzuela. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

8. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire within one (1) year from the date of execution, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

9. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

10. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

11. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

12. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. INDEMNIFICATION.

A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the

CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. ASSIGNABILITY. This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

16. AUDIT OF RECORDS.

A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. CORRECTIVE MEASURES. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by the City to implement

said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR'S operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by

City, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

19. USE OF OTHER CONTRACTORS. CONTRACTOR must obtain CITY's prior written approval to use any contractors while performing any portion of this Agreement. Such approval must include approval of the proposed contractors and the terms of compensation.

20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONTRACTOR, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the CONTRACTOR, its employees, sub-consultants and agents.

21. CORRECTIONS. In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the CONTRACTOR's report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONTRACTOR. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

22. NON-APPROPRIATION OF FUNDS. Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only 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.

23. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
City of Santa Paula 970 Ventura Street Santa Paula, CA 93060	Mariposa Landscapes, Inc. 6232 Santos Diaz Street Irwindale, CA 91702

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will 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 paragraph. Courtesy copies of notices may be sent via

electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. SOLICITATION. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

25. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.

26. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

27. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

28. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

29. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

30. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

31. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

32. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

33. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

34. STATEMENT OF EXPERIENCE. By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA

Richard Araiza, Mayor

CONTRACTOR

By: David Hall,
Vice-President of Business Development

ATTEST:

Grace Kelly, City Clerk

95-4245898
Taxpayer ID No.

APPROVED AS TO FORM:

John C. Cotti, City Attorney

EXHIBIT A

SCOPE OF WORK

Scope of work for the following athletic baseball/softball fields: Tom Moore, Richard Ruiz, Tony Vasquez and Hersel Hopkins fields.

Mowing	43 total mows	8 months weekly / 4 months bi-weekly	City staff to determine schedule
Edging		Follow mowing schedule	Infield & Perimeter
Weed Control	Spot spraying	Follow mowing schedule as needed	Large sprayer applications as needed
Aeration		Twice a year	
Fertilization		Quarterly	
Irrigation Repairs		As needed	

$4,589 monthly fee for mowing, edging, weed control, aeration, and fertilization.

$65 per hour for irrigation repairs.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 171-235-5 MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRWINDALE, CA 91702-3267	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 248 REVISION NUMBER: 0

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6069499	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	6069499	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6069500	04/01/2019	04/01/2020	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER	CANCELLATION
171-235-5 248 0 CITY OF SANTA PAULA 970 E VENTURA ST SANTA PAULA, CA 93060-3637	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael G Kern

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AGENCY CUSTOMER ID: 171-235-5
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY	MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRWINDALE, CA 91702-3267
POLICY NUMBER SEE CERTIFICATE # 248.0	
CARRIER: SEE CERTIFICATE # 248.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 248.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CITY OF SANTA PAULA, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY POLICY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
MARIPOSA LANDSCAPES INC
6232 SANTOS DIAZ ST
IRWINDALE CA 91702

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   See IL-F-40-0093

Additional Insured Name and Address:

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA CA 93061

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EXTENSION ENDORSEMENT

Extension - CA-F-75 - CITY OF SANTA PAULA

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO TURF MAINTENANCE AND IRRIGATION REPAIRS THE CITY OF SANTA PAULA BY THE NAMED INSURED. ADDITIONAL INSUREDS ALSO INCLUDE: THE CITY OF SANTA PAULA, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF SANTA PAULA 970 VENTURA STREET SANTA PAULA CA 93061	See IL-F-40-0094
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

MARIPOSA LANDSCAPES INC
6232 SANTOS DIAZ ST
IRWINDALE CA 91702

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXTENSION ENDORSEMENT

Extension - CG 20 10 - CITY OF SANTA PAULA

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO TURF MAINTENANCE AND IRRIGATION REPAIRS THE CITY OF SANTA PAULA BY THE NAMED INSURED. ADDITIONAL INSUREDS ALSO INCLUDE: THE CITY OF SANTA PAULA, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tami Guo	
Global Risk, LLC 800 Wilshire Blvd., Second Floor Los Angeles, CA 90017 License #0L60361	PHONE (A/C, No, Ext): 213-550-2253	FAX (A/C, No): 213-550-2258
	E-MAIL ADDRESS: certs@globalriskcap.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentry Casualty Company	28460
INSURED Mariposa Landscapes, Inc. 6232 Santos Diaz St. Irwindale, CA 91702	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			90-20720-01	04/01/19	04/01/20	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Proof of Insurance Only!

CERTIFICATE HOLDER

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Mena

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SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-20720-01 00 191

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

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M A R I P O S A

L A N D S C A P E S I N C



CITY OF SANTA PAULA

Contract

CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
6232 Santos Diaz St., Irwindale , CA 91702 •TEL 800•794•9458 •FAX 626•960•8477
www.mariposa-ca.com

M A R I P O S A

L A N D S C A P E S I N C

Letter of Transmittal

January 30, 2020

Gregory Barnes
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

RE: **Landscape Maintenance Contract for Harding Park Ball Fields.**

Dear Mr. Barnes,
Thank you for the awarded contract for the above reference project.
We look forward to servicing the City of Santa Paula and its residents with the best interest in the well-being of the community and its appearance.
Enclosed you will find the documents as per your request in the notice of award:

1. (2 Sets) Agreements with original signatures
2. General Liability and Worker's Compensation Insurance Certificates

Feel free to contact us with any questions or concerns.

Respectfully,

Patty De Martinez
Bid Coordinator
patty.demartinez@mariposa-ca.com
(626) 960-0196 x 2722

M A R I P O S A
L A N D S C A P E S I N C

January 24, 2020

Greg Barnes
Parks & Recreation Director
City of Santa Paula

RE: Harding Park Ball Fields

Dear Mr. Barnes:
Following our discussion, we have formulated what we think is the best approach for using Mariposa Landscapes for turf maintenance at the above project.
We feel this provides professional mowing and field edging services along with accountability for the overall horticultural conditions of this important turf.

We anticipate using high quality rotatory mulching equipment for a total of 43 mows along with 43 edgings per year. This will occur weekly for 8 months of the year and every other week 4 months of the year. Mariposa will follow City direction on timing of the weekly service.

Our proposal below also retains fertilization, weed control, and aeration responsibilities with Mariposa. There would be some savings if these responsibilities were removed, but we feel a more comprehensive approach will provide the City with that accountability mentioned above.

Harding Park Mowing and Field Edging_____$4,589.00 Per Month

Irrigation Repairs _____$65.00 per hr. port to port

Service includes all labor, equipment, and materials necessary for mowing, fertilizing and weed control for the above project.
Mariposa would very much like to work with the City of Santa Paula on this project and are confident the results will exceed community expectations.

Respectfully,

David Hall

VP of Business Development
David.hall@mariposa-ca.com (626) 206-9055 Cell

CITY OF SANTA PAULA
P.O. Box 569
Santa Paula, CA 93061
PH: (805) 525-4478 x278
FAX: (805) 525-6278

PURCHASE ORDER

PO Number: 19-01581 **Date:** 02/06/2020

Requisition #: 19-01581 **Vendor #:** 015442

ISSUED TO: MARIPOSA LANSCAPES, INC.
6232 SANTOS DIAZ STREET
IRWINDALE, CA 91702-

SHIP TO: City of Santa Paula -City Hall
Attn:Purchasing
970 Ventura Street
Santa Paula, CA 93060

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	MAINTENANCE AGREEMENT FOR HARDING PARK LANDSCAPING MAINTENANCE AGREEMENT FOR HARDING PARK TURF MAINTENANCE AND IRRIGATION REPAIRS	803-5-1532-209		0.00	27,000.00

TERMS NET 30 DAYS	ORDERED BY: Patricia Zavala	**SUBTOTAL:**	27,000.00
		TOTAL TAX:	0.00
		SHIPPING:	0.00
CANCEL DATE NET 90 DAYS	APPROVED BY:	**TOTAL**	27,000.00

CITY OF SANTA PAULA
P.O. Box 569
Santa Paula, CA 93061
PH: (805) 525-4478 x278
FAX: (805) 525-6278

PURCHASE ORDER

PO Number: 22-02727 **Date:** 07/01/2022

Requisition #: 22-02727 **Vendor #:** 015442

ISSUED TO: MARIPOSA LANDSCAPES, INC.
6232 SANTOS DIAZ STREET
IRWINDALE, CA 91702-

SHIP TO: CITY OF SANTA PAULA
Attn:
P. O. BOX 569
Santa Paula, CA 93060

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	FY 22/23 HARDING PARK LANDSCAPING SERVICES MONTHLY FEE $4,589 $65/HOUR FOR IRRIGATION REPAIRS AS NEEDED NOT TO EXCEED $5,000 PER YEAR.	803-5-1532-209		0.00	60,068.00

TERMS NET 30 DAYS	ORDERED BY: G. Barnes	**SUBTOTAL:**	60,068.00
		TOTAL TAX:	0.00
		SHIPPING:	0.00
CANCEL DATE NET 90 DAYS	APPROVED BY:	**TOTAL**	60,068.00

AMENDMENT NO. 1 TO THE AGREEMENT FOR MAINTENANCE SERVICES BY AND BETWEEN THE CITY OF SANTA PAULA AND MARIPOSA LANDSCAPES, INC.

This Amendment No. 1 is entered into as of the 1st day of March, 2021 by and between the CITY OF SANTA PAULA, a California municipal corporation (hereinafter "City"), and Mariposa Landscapes, Inc.

SECTION 1: Recitals. This Amendment No. 1 is made with reference to the following facts and objectives:

a. On or about February 4, 2020, the City and Mariposa Landscapes, Inc. ("Contractor") entered into a Contract for Maintenance Services ("Agreement");

b. The Agreement authorizes the City to utilize Contractor for landscaping services at Harding Park;

c This Amendment No. 1 extends the term of the agreement for three additional years;

d. The fee for Maintenance Services shall be adjusted each year on March 1, effective March 1,2022, reflecting the 12-month increase (not to exceed 3%) in the January Los Angeles Consumer Price Index for All Urban Consumers, CPI-U, published by the Bureau of Labor Statistics in February.

e. City and the Contractor now mutually desire by this Amendment No. 1 to the Agreement to amend the Agreement as set forth below.

SECTION 2: Amendment. In consideration of the foregoing and pursuant to Section 29 of the Agreement, the Agreement is amended to read as follows:

A. Section 1. C, entitled "Consideration and Compensation" is amended to read as follows:

1 C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of Four Thousand Five Hundred Eighty-Nine Dollars ($4,589.00) per month for turf maintenance, as defined in Exhibit A and Sixty-five dollars per hour for irrigation repairs as needed not to exceed five thousand dollars ($5,000.00) per year through February 28,2022, and shall be adjusted each year on March 1, 2022 reflecting the 12-month increase (not to exceed 3%) in the January Los Angeles Consumer Price Index for All Urban Consumers, CPI-U, published by the Bureau of Labor Statistics in February

B. Section 8, entitled "Term," is amended to read as follows:

8. TERM OF AGREEMENT. The term of this Agreement shall commence upon the execution by both parties and shall expire on February 20, 2024, unless earlier termination occurs under Section 12 of this Agreement, or the Agreement is extended in writing in advance by both parties."

SECTION 3: Counterparts. This Amendment No. 1 may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 4: Limited Amendment. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement, as amended by Amendment No. 1, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of the Agreement control.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA,
a municipal corporation.

Dan Singer,
City Manager

Mariposa Landscapes, Inc.

Terry Noriega
President

95-4245898
Tax ID No.

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

John C. Cotti,
City Attorney

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY, CA

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: AUTHORIZATION TO ADVERTISE FOR BIDS FOR POLICE STATION REMODEL PROJECT PHASE 1

Date: December 6, 2023

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

Authorize staff to advertise for bids for the Police Station Remodel Project Phase I, per the attached Bid Packet.

BACKGROUND:

In 2018, the Measure T Committee made a recommendation to City Council to set aside $1.1 million dollars to put towards the construction of a new police station or improvements to the existing facility. In addition to the original recommendation, City Council has approved an additional $500,000 to go towards future station improvements.

Staff has been working with Police Department leadership and RWC, LLC (the City's maintenance and facility construction project management firm) to identify improvements to not only the station, but improvements to security of the campus as well.

Improvements included in Phase I:

- Demolition of the existing lobby, reception, public entrance area, interior partitions walls and the detective supervisor's office - abatement of limited areas to the ceiling and flooring - new construction improvements of the lobby, reception and consultation room - also, improvements will include reconfiguration of records and new detective area with supervisor's office.
- Upgraded emergency generator (Already approved and under contract).
- Security fencing around all of the parking lot area (Part of a separate RFB).

ANALYSIS:

On November 16, 2022, City Council authorized staff to advertise for bids. Two bids were received, but both bids submitted were too high for the project to move forward. In addition, as RWC worked to negotiate with the lowest bid to reduce the related costs, too much time expired and sub-contractors would no longer guarantee their cost estimates.

As a result, RWC has worked to prepare a more succinct RFB document in the hopes that this new solicitation for bids will result in a future award of contract.

Staff anticipates this project will be advertised beginning December 11, 2023; Submitted bids will be publicly opened on January 19, 2024, at 3pm in Council Chambers.

Staff will review the bid results and return to Council with a recommendation of award at a future meeting.

STRATEGIC PLAN:

Approval of this item addresses City Council's two-year Strategic Plan,
Section E, Public Safety & Emergency Preparedness, Objective #4, SPPD Facility Upgrades.

FISCAL IMPACTS:

This project is part of the City's Capital Improvement Program and will be funded by allocated Measure T and American Rescue Plan Act (ARPA) funds -

104-5-9329-660
412-5-9329-660

OPTIONS:

City Council has the following alternative options to staff's recommendation:

1. Do not authorize staff to begin advertising for bids.

2. Provide alternate direction to staff.

ATTACHMENTS:

EXHIBIT A - PD Remodel RFB Packet 2023.pdf

EXHIBIT A

Police Station Remodel Project

Request For Bids Packet



REQUEST FOR BIDS (RFB)

CITY OF SANTA PAULA POLICE STATION REMODEL PROJECT

TASK – Demolition of Existing Lobby, Reception, Entrance, Interior Partition Walls at Corridor Storage Rooms, Detectives, Detective Office and Records. Abatement of Limited Areas of Ceilings and Flooring. Construction of New Lobby, Reception, Reception Vestibule, Consult Room, Communications Room. Reconfiguration of Records, Detectives, Detective Office, and Fire Exit Corridor with New Secured Access Vestibule.

NOTE – SEE ATTACHED SCOPE OF WORK FOR DETAILS

PROJECT LOCATION:

CITY OF SANTA PAULA POLICE STATION

214 South 10th Street, Santa Paula, CA 93060

Requested by

THE CITY OF SANTA PAULA

Approved by:

Gregory Barnes - Parks and Recreation
Director Parks and Recreation Department

Bill Lindsay – Project Consultant
Robert William Company, LLC

RFB SUBMITTAL DUE DATE: January 19th, 2024 @ 3:00 PM PST
at which time all bids will be opened in council chambers

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Section 9 – Pre-bid Information Meeting

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Exhibit #3 – Short Form Construction Contract and Insurance Requirements (SAMPLE)
Exhibit #4 – Plans

General information

1. INTRODUCTION; BACKGROUND

1.1 Introduction

The City of Santa Paula is located in the County of Ventura approximately 65 miles northwest of the City of Los Angeles. The City is seeking qualified Contractors to perform demolition of the existing Lobby, Reception, Entrance, Corridor Storage Rooms, demising wall between Detectives, Detective Offices and Records. Demolition to include limited abatement of ceilings and flooring. Contractors to rebuild/reconfigure the Police Station Lobby, Reception, Reception Vestibule, Consult Room, Communications Room, Records, Detective Office, Detectives, and Fire Exit Corridor along with a new access Vestibule, all newly reconfigured for ADA compliance.

1.2 Background

The City of Santa Paula does not have the personnel able and/or available to perform the necessary building repairs.

2. BIDS, REQUIREMENTS AND SUBMISSION INSTRUCTIONS TO PROPOSERS

2.1 Due Date.: Bid is due January 19th , 2024, at 3:00 p.m. Pacific Time. Bids for the project will be received in person by the Santa Paula City Clerk's Office, City of Santa Paula, 970 Ventura Street, Santa Paula, CA 93060. Bids submitted by mail or courier service must be received by the date and time listed above.

2.2 Number of Copies. Submit 1 Original and 2 copies of your bid in a sealed envelope or package.

2.3 Sealed package. All bids must be submitted in a sealed package or envelope listing the following information on the outside:

RFB Title:
CITY OF SANTA PAULA POLICE STATION REMODEL PROJECT

2.4 Point of Contact. This Request for Bids (RFB) is issued by the City of Santa Paula. Communications initiated by respondents to this RFB (the "Proposer") with members of the City Council or City personnel, other than as coordinated by the Point of Contact, shall be grounds for Proposer disqualification. Any inquiries or requests during this procurement shall be submitted to the following Persons in writing:

City of Santa Paula
Parks and Recreation Department
Attention: Gregory Barnes, Parks and Recreation Director
970 Ventura Street, Santa Paula, CA 93060
gbarnes@spcity.org

City of Santa Paula Project Consultant
Robert William Company, LLC
Attention: Bill Lindsay, Consultant
Christina Grina, Project Manager RWC
PO Box 1025, Santa Paula, CA 93061
wmglindsay@gmail.com, christina@rwc-llc.com

3. CONTRACT

The proposed contract shall be exclusively between the chosen Building Contractor and the City of Santa Paula. See Exhibit #3 - Short Form Construction Contract and Insurance Requirements (SAMPLE). Proposers are expected to review the document and provide any exceptions taken to the terms and conditions therein as part of their offer to the City.

REQUIRED PERFORMANCE BOND (Surety or Cash Performance Bond)

Surety Performance Bond – The contractor whose bid is accepted shall furnish a performance bond at its own expense with a company acceptable to the City in the full amount (100%) of the award. The bond shall be made payable to City of Santa Paula. The performance bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with this contract. Premiums for the performance bond shall be paid by the contractor. If at any time the City shall be dissatisfied with any surety or surety bond or performance bond, or if for any other reasons such bond shall cease to be adequate security for the City, the contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the City. The premiums on such substitute bond shall be paid by the contractor. The performance bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications.

The contractor may not commence work until the performance bond has been received and approved by the City.

Cash Performance Bond – Contractor shall be allowed to provide a cash performance bond in lieu of the surety performance bond listed above.

*****All bidders shall include a letter from their bonding agent and submit it with their bid documents, indicating that upon award of the contract, they will be able to secure a performance or guarantee bond.**

4. SCOPE OF WORK

The Contractor is expected to supply all equipment, supplies and product necessary to complete scope of work and general duties. This also includes all health and safety requirements deemed necessary to complete scope of work.

See Exhibit 1 – Scope of Work

5. TECHNICAL BID

To allow the City to evaluate all of the bids on the same basis, it is required that all bids conform in all respects to the specifications outlined in this RFB. If the policy of the Proposed Contractor's firm prevents the Contractor from submitting a bid on the basis of any of the specifications or assumptions, they may submit it on a basis that is in accordance with the firm's policy. In such a case, however, a statement of reasons for such deviation must be included with a listing of all deviations. The City reserves the right to accept or reject any or all bids. Bids shall consist of answers to questions or requirements identified in this RFB. It is not necessary to repeat the question in the bids; however, it is essential to reference the question number with the corresponding answer.

Provide one original and two copies of your bid. The bid shall:

5.1 Contractor to provide a brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years, with a description of the case(s) and their current status, if applicable.

5.2 Contain a work plan that concisely explains how the Proposer will carry out the objectives of the project.

5.3 Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner as specified, or fail to maintain the Work schedule as determined by the City of Santa Paula or the Project Manager the City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's Consent. Should such termination occur, the Contractor shall be paid the actual amount due based on the quantity and quality of the Work Completed and in place at the time of termination, less damages caused to the City by the Contractor's action or inaction. In the event of such termination of control, the City may do any one, or combination of, the following:

- The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
- The City may replace the Contractor with a different contractor to complete the Work and deduct the cost thereof from any payment due to the Contractor.
- Nothing herein shall waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6. AWARD OF BID

The City will award this contract to the lowest bidder that meets the requirements and criteria set forth in this document.

7. FORMAT FOR RESPONSES

7.1 GENERAL INSTRUCTIONS

7.1.1 Bids shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of this RFB. Emphasis shall be on the quality, completeness, and clarity of content.

7.1.2 Proposers shall carefully read the information contained in this RFB and submit a complete response to all requirements and questions as directed. Incomplete bids will be considered non-responsive and subject to rejection.

7.1.3 Bids and any other information submitted by Proposers in response to this RFB shall become the property of the City.

7.1.4 Proposers shall prepare and develop bids at the sole cost and expense of the Proposer.

7.1.5 Bids that are qualified with conditional clauses, alterations, items not called for in the RFB documents, or irregularities of any kind are subject to rejection by the City, at its option.

7.1.6 The City makes no representations of any kind that an award of contract will be made as a result of this RFB, or subsequent RFB. The City reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFB when deemed to be in City's best interest.

7.1.7 Bids shall consist of answers to questions or requirements identified in this RFB. It is not necessary to repeat the question in the bids; however, it is essential to reference the question number with the corresponding answer.

7.1.8 Failure to comply with all requirements contained in this RFB may result in the rejection of proposal.

7.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS

7.2.1 Bids shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral or comb-type bindings or staples.

7.3 SUBMISSION OF PROPOSAL

7.3.1 Time: Bids not received by the time and date indicated on this RFB WILL NOT BE accepted.

7.3.2 Hand Carried: Bids may be hand carried to the City Clerk’s Office, 970 Ventura Street, Santa Paula, CA 93060.

7.3.3 Mail / FedEx / UPS / etc.: Bids may be mailed or shipped to the following:

City of Santa Paula City Clerk
RFB Title: CITY OF SANTA PAULA POLICE STATION REMODEL PROJECT

970 Ventura Street, Santa Paula, CA 93060

The City shall not be responsible for bids that are mailed or shipped and not received by the opening date and time specified in this RFB.

7.3.4 Receipts: Receipts for hand delivered bids shall not be issued by the City Clerk's Office (upon request) for bids that are hand carried.

7.3.5 No Other Methods of Proposal Delivery: Neither telephone, telegraphic, nor facsimile bid shall be accepted.

8. MISCELLANEOUS INFORMATION

8.1 Public information. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

8.2 City's Reservation of Rights. The City may evaluate the bids based on the anticipated completion of all or any portion of the project. The City reserves the right to reject any and all bids and re-solicit for new bids, or to reject any and all bids and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFB for any project and no such representation is intended or should be construed by the issuance of this RFB.

8.3 Clarification. The City may, in the evaluation of bids, request clarification from Proposers regarding their bids, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

8.4 Acceptance of Evaluation Methodology. By submitting a proposal in response to this RFB, the Proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.

8.5 No Reimbursement for Cost. Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFB process shall be at the sole risk and responsibility of the Proposer. Proposers submit bids at their own risk and expense.

8.6 Ethical Conduct. The City expects the highest level of ethical conduct from Proposers includ- ing adherence to all applicable laws and local ordinances regarding ethical behavior.

8.7 Right to Terminate Negotiations. If an agreement cannot be made with the lowest bidder, City

reserves the right to terminate negotiations with that party and enter into negotiations with the next lowest qualified bidder.

8.8 Presentations. Finalists in the selection process may be asked to attend an interview once the RFB process is complete. The finalists may be asked to confirm their proposal via a presentation to the City.

8.9 Modification. Offers may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

8.10 Acceptance of Bids. Acceptance of proposal is contingent upon the Proposer's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City.

8.11 Requests for Explanations by Proposers. Any explanation desired by the Proposer regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Parks and Recreation Department not less than seven (7) calendar days prior to due date of bids. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Parks & Recreation Department shall issue any official explanations in writing.

9. PRE-BID INFORMATION MEETING AND SITE TOUR (Optional)

The City of Santa Paula Project Consultant will hold a pre-bid site visit so interested bidders can examine the site to become familiar with the conditions under which the work will be conducted. This pre-bid meeting is set for **December 20th, 2023, at 11:00 AM**. Please meet at the **City of Santa Paula Police Station, 214 South 10th Street, SANTA PAULA, CA 93060** promptly at **11:00 am**. City of Santa Paula Project Manager of RWC Christina Grina will conduct a walk-through of the premises; available to review and answer questions regarding the Invitation to Bid document.

10. EXHIBITS AND APPENDICES

Exhibit #1 – Scope of Work
Exhibit #2 – Bid Schedule
Exhibit #3 – Short Form Construction Contract and Insurance Requirements (SAMPLE)
Exhibit #4 – Plans

The City of Santa Paula, Parks and Recreation Division, requests bids in compliance with the Statement of Work listed below.

General Information:

References to Contractor shall be synonymous with bidder.

In order to bid this contract, the contractor must be a California State Licensed Contractor possessing a Category B License and be in good standing and registered as a business with the California Department of Industrial Relations.

All work shall be approved in advance by, and all work shall be under the direction of, the City Parks and Recreation Director, or his designee, City of Santa Paula Project Consultant.

The Contractor shall:

Contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for his particular work. Contractor shall deliver to the City certificates of inspection where such are required. All federal, state, and local taxes, when applicable, are the responsibility of the contractor and should be included in the bid price.

1. Furnish all labor, materials, supervision, tools, equipment, supplies, transportation, and insurance necessary to complete all required work. The Contractor will obtain necessary supplies to complete each task.

2. Have a minimum of five (5) years of continuous building construction experience including knowledge of techniques, tools, equipment, and materials typical of the building trades to perform all required work.

3. Contractor is required to register the project & themselves with the Department of Industrial Relations (DIR) and provide proof to the City.

4. The Contractor will commence work within fifteen (15) business days of receiving awarded contract and Notice to Proceed.

5. The requested bid must contain a written project timeline and the projects' completion date.

6. No work will commence without City approval of insurance. No work will commence without proper safety equipment and observation of necessary safety conditions onsite.

7. The contractor will pay and be responsible for the prevailing wage to any employees, subcontractors, apprentices, or journeyman laborer.

Operating Hours:
Work must be performed as specified throughout the term of the contract and must be performed during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except for emergencies.

Once work commences, it must continue every workday with the necessary manpower until completed. Workdays shall be considered Monday through Friday, except holidays. In the event work extends past 4:00 p.m. or in the event of an emergency, it must be approved by the City Parks and Recreation Director, or his designee, City of Santa Paula Project Consultant.

Prevailing Wages:
Contractor must pay its workers prevailing wages. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. A copy of the prevailing rate of per diem wages must be posted at the job site.

The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with prevailing wages requirements.

Labor rates shall apply only to work actually performed at the City and exclude travel from Contractor's location to the City and back to Contractor's location.

Material/Parts:
All manufacturer's warranty related to material and parts are transferable to the City of Santa Paula. Contractor to use commercial or industrial grade materials and parts.

Safety and Personal Protective Equipment:

Safety and personal protective equipment shall be in compliance with Section 3203, Subchapter 7, Chapter 4 of the California Code of Regulations (Cal-OSHA), and Section 6401 of the California Labor Code. The Contractor shall observe and practice safe work procedures under this bid, which shall include, but not be limited to, safety, job training, hazard communication, methods of containment or absorption of contained materials as detailed in these California regulations.

The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.

The Contractor shall also provide notification to the City representative and personnel directly affected by construction of any potentially dangerous situations. Upon request, contractor shall provide a copy of his written Safety Program for review by the City.

In the event of an emergency affecting the safety of persons or property, contractor shall act

immediately to prevent threatened loss or damage. The contractor shall immediately stop any activity or operation affecting safety until the situation is corrected.

Worker Restroom Requirements: Contractor shall supply sufficient Restroom with handwashing station and facilities for workers at a location.

Clean-up: All existing materials removed from the Building and all other debris generated by the project must be disposed of off-site and in a legal manner.

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be performed by personnel skilled in their respective lines of work.

Contractor shall at all times protect the work, buildings, and contents from exposure to rain, wind, snow, sleet, hail, and any other form of natural hazard, and shall take additional precautions for such risk when absent from the work site.

Contractor shall be responsible for insuring products, materials, equipment, used or brought to the project against all risks of loss, including completed operations, loss of use or business interruption. The City will not be responsible for any loss suffered by Contractor.

Area around work site shall be cleaned each day before leaving the site. Storage, vehicle, and equipment staging, and other ground operations shall be reviewed and approved by the City Parks and Recreation Director, or his designee, City of Santa Paula Project Consultant and in advance.

Hazardous, Toxic, and Reactive Chemicals/Materials:

Contractor shall provide Safety Data Sheets (SDS) and Material Safety Data Sheet (MSDS) for all Hazardous, Toxic, or Reactive chemicals which the contractor will be using while performing repair work under this contract. All SDS/MSDS must be approved by the City Director or his designee prior to bringing any hazardous, toxic, or reactive chemicals onto City property.

Contractor shall dispose of all removed or surplus materials in accordance with current City, County, State disposal regulations, and to clean-up the work area to remove all excess or loose materials. Any hazardous or toxic material or liquids used in the roofing replacement shall be removed and disposed of according to EPA and State Rules.

Work Performance:

All work shall be performed, and materials provided in accordance with the following referenced standards:

Upon completion the Contractor shall remove all equipment, materials, and debris, leaving the area in a neat, clean, and undamaged condition.

Inspection & Warranty:

After the project is complete, work shall be inspected for acceptability and warranty issuance. Any deficiencies shall be corrected by the contractor and made ready for re-inspection within five (5) working days. Upon acceptance, the warranty shall be promptly issued. Warranty duration and limitations must be identified by the Contractor in the bid.

Other:

Bid Default – In case of default by the bidder or contractor, City of Santa Paula may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.

Hold Harmless – The successful bidder agrees to protect, defend, and hold harmless the City of Santa Paula against any demand for payment for the use of any material, process, article, or device that may form a part of the work covered by either order or contract. Bidder further agrees to indemnify and hold harmless the City of Santa Paula from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

W-9 Form – Successful bidder agrees to complete and place on file annually or as otherwise required by the City of Santa Paula, a federal W-9 Form, "Request for Taxpayer Identification Number and Certification."

– End -

"EXHIBIT #1"
SCOPE OF WORK

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION

CITY OF SANTA PAULA POLICE STATION REMODEL PROJECT
PROJECT LOCATION:
214 SOUTH 1OTH STREET, SANTA PAULA, CA 93060

The purpose of this scope of work is to obtain bids for the limited area of remodeling of the City of Santa Paula Police Station facility including addition of Lobby area and limited abatement. Below are the line items that need cost estimates:

1. Demolition of existing items as follows:

1.01 Flooring:

Remove concrete floor slab and sidewalk at entrance up to street sidewalk (361 sq. ft.).

Remove carpeting, base, and pad (if present) at Records, Detectives, Detective Office, Interview Room, Future Fire Exit Corridor, Future New Vestibule (1,306 sq. ft.).

Remove vinyl floor tile at Lobby, Reception, East/West & North/South Corridors incl. up to Locker Corridor, Break Room, and Toilet Room doors/thresholds (1,024 sq. ft.).

1.02 Walls:

Remove 8" thk. CMU wall for new raised planter configuration (4 lin. ft.).

Remove partition walls (1,033 sq. ft.).

Remove doors and frames (9 no.).

1.03 Glazing:

Remove storefront assembly and sliding door at Lobby (278 sq. ft.).

Remove storefront assembly at detective office (72 sq. ft.).

Remove single hung and fixed windows at Records (123 sq. ft.).

Remove glass divider at Reception area (55 sq. ft.).

1.04 Cabinetry:

Remove built-in desks, cabinets and display at Reception, Lobby, North/South, and East/West Corridor (43 lin. ft.).

1.05 HVAC: Remove HVAC supply/return register and in-wall duct located in North/South Corridor wall.

1.06 Misc.: Remove conc. filled bollards, mailbox, phone, irrigation valve, hose bib and boulder at Entrance.

2. Removal of Existing Loose Furniture and Equipment:

2.01 Move, and store all office equipment including copiers, shredders, file cabinets, systems furniture, loose furniture, Televisions, and all other office items at all areas.

2.02 Move, and store drop box for future re-use.

2.03 Move, and store wall display shadow box for future re-use.

3. Abatement as follows:

3.01 Flooring - removal of 12" x 12" vinyl tile, base and all mastic at Lobby, Reception, Interview Room, North/South Corridor and East/West Corridor (1,020 sq. ft.).

3.02 Flooring – removal of black mastic under all carpeted areas: Records, Detectives, Detective Office, and Future Fire Exit Corridor (1,176 sq. ft.).

3.03 Flooring – removal of brown cove mastic at all areas (650 lin. ft.).

3.04 Ceiling – removal of spray applied acoustic ceiling texture at North/South Corridor, East/West Corridor, Lobby, Reception, Records, Detective, Detective Office, Future Fire Exit Corridor, and Interview Room (1,800 sq. ft.).

4. Flooring:

4.01 Install clean sand layer and vapor moisture barrier prior to pouring of new concrete slab at new Lobby area (180 sq. ft.).

4.02 Install concrete slab**,** connect to existing floor slab of Lobby with epoxied dowels (180 sq ft.).

4.03 Install concrete bond beam at new Lobby storefront location (18 lin. ft.)

4.04 Install exterior concrete slab, steps, ramps, and landings at new entrance. Steps to include 1" min. overhang and recessed flush continuous LED light strip. Anti-slip broom finish (337 sq. ft.).

4.05 Install Vinyl Plank Flooring all remodeled areas with thresholds at ext. doors (2,402 sq. ft.).

4.06 Install 6" ht. Vinyl Cove Base at all remodeled areas (650 lin. ft.).

5. Walls:

5.01 Install exterior 12" width CMU parallel to street sidewalk with flush 2" thk. concrete cap and integral recessed flush continuous LED light strip all sides (55 lin. ft.)

5.02 Install exterior 8" width CMU at new Reception/exterior raised planter with flush 2" thk. concrete cap and integral recessed flush continuous LED light strip three sides (68 sq. ft. with 31 lin. ft. cap).

5.03 Install exterior 6" width CMU at new Communication Room and Records/previous window (97 sq. ft.).

5.04 Install 2 x 6 stud partition wall with 5/8" thick gypsum board each side at new Lobby (368 sq. ft.).

5.05 Install 2 x 4 stud partition walls and soffit with 5/8" thick gypsum board each side at Reception cabinetry wing walls, Consult Room, Communication Room, Detectives, Detective Office, and New Fire Exit Corridor end wall only (1,026 sq. ft.).

6. Doors – refer to Exhibit #4 for all specifications

6.01 Install heavy duty exterior metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral secured keypad deadbolt lock, 4" width push plate, and 4" width pull plate. Door to be part of storefront assembly with single bulletproof glass lite (1 no.).

6.02 Install heavy duty interior metal doors and frames with 2'-10" min. clear width x 8'-0" height. Each door to have self-closure hardware, integral secured keypad deadbolt lock, 12" width kick-plate each side, 4" width push plate, 4" width pull plate, and 6" width glazing view panel (2 no.).

6.03 Install standard interior metal doors and frames with 2'-10" min. clear width x 8'-0" height. Each door to have self-closure hardware, integral deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate and 6" width glazing view panel (3 no.).

6.04 Install single lite interior metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate (1 no.).

6.05 Install louver metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral deadbolt lock, 12" (1 no.).

7. Windows – refer to Exhibit #4 for all specifications

7.01 Install bullet resistant exterior storefront assembly at new Lobby (229 sq. ft.).
Ballistic (Level 3) – curtain wall system, Arcadia T500BTX-OPG 3005 (or appr. equal).

7.02 Install exterior 8"x 8" x 4" thk. solid glass blocks at new Records (27 sq. ft.).
7.03 Install interior storefront assembly at new Detective Office (70 sq. ft.).
7.04 Install bullet resistant panel at Reception desk, Ballistic (Level 3) with 2 no. speaker cutouts (33 sq. ft.).

8. Finishes – refer to Exhibit #4 for all specifications

8.01 Prime and paint all remodeled walls with min. two coats eggshell finish (8,978 sq. ft.).
8.02 Paint all remodeled area ceilings with min. two coats flat finish (2,402 sq. ft.).
8.03 Prime and paint all doors, frames, and trim at remodeled areas with min. two coats enamel paint (885 sq. ft.).
8.04 Stain all wood end caps at partition wall ends, clear matt min. two coats (45 lin. ft.).

9. Cabinetry – custom built-in laminate commercial grade (Wilsonart or appr. equal). Color and pattern of laminate to be determined on site. Refer to Exhibit #4 for all specifications

9.01 Install laminate reception desk and upper cabinet at Reception (25 lin. ft.).
9.02 Install laminate base cabinet with adj. shelves at Reception Vestibule (6 lin. ft).
9.03 Install laminate full height storage cabinets with adjustable shelves and locks at North/South Corridor East side (11.25 lin. ft.).
9.04 Install laminate base storage cabinets with adjustable shelves and locks at North/South Corridor West side (10 lin. ft.).
9.05 Install laminate locker combination storage system at New Fire Exit Corridor (11.5 lin. ft.).
9.06 Install laminate 1 ½" thk. cantilevered shelf at Lobby/Reception window (8.3 lin. ft.).
9.07 Re-install existing Drop Box in niche wall at Lobby.

10. Signage:

10.01 Install Room Id and exit signs N.I.C.
10.02 Install Directional signs N.I.C.

Note: Electrical, Mechanical, Security Systems and Loose Furniture N.I.C.

Additional Info:

Project will be Prevailing Wage

Prior to contract commencement, contractor must provide a roster of staffing for the contractor, subcontractor and all vendors that will be on site. Background checks will be required for all contractors, subcontractors, and all vendors on the job site. SPPD to conduct the CLETS criminal background checks. SPPD to provide visitor tags to all contractors, subcontractors and vendors shall be worn at all times. In the event the contractor, contractor staff, subcontractors or vendor is determined ineligible for working at this site, alternative staffing will be required.

Property Owner:
City of Santa Paula

Contact Info:
Project Manager
Christina Grina
(805) 671-9811
Robert William Company, LLC
917 Railroad Ave
Santa Paula, Ca 93060

Project Manager
Bill Lindsay
(805) 625-1144
Robert William Company, LLC
917 Railroad Ave
Santa Paula, Ca 93060

"EXHIBIT #2"

BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION

City of Santa Paula Police Station Remodel Project

Contractor Name: _____ Lic. #_____

A. The undersigned proposes to furnish all Labor, Equipment and Materials required to complete the Improvements per the contract and price specified below.

B. This bid includes addenda number(s) (IF REQUIRED) _ _ _ _ _ _ _ _

All Quantities are computed on an "Approx. Measured in Place Basis". Bidders shall compute their own measurements and waste factors into their bids.

C.

No.	Description	Quantity	Unit	Total Price
1.	General Conditions	1	Each	_____
2.	Demolition of Existing Areas SOW items 1.01-1.06	1	Each	_____
3.	Removal of Existing Furniture & Equipment SOW items 2.01-2.03	1	Each	_____
4.	Abatement of Flooring and Ceilings SOW items 3.01-3.04	1	Each	_____
5.	Installation of New Flooring SOW items 4.01-4.06	1	Each	_____
6.	Installation of New Walls SOW items 5.01-5.05	1	Each	_____
7.	Installation of New Doors SOW item 6.01-6.05	1	Each	_____
8.	Installation of New Windows SOW item 7.01-7.04	1	Each	_____
9.	Installation of New Finishes SOW items 8.01-8.04	1	Each	_____
10.	Installation of New Cabinetry SOW items 9.01-9.07	1	Each	_____
11.	Installation of New Signage SOW items 10.01-10.02	1	Each	_____

The Sum of the Total Bid = Proposed contract price: $_____

Projected Project Budget (Professional Opinion) $373,698.00

Submitted By:

Name: _____

Signed By: _____

Date: _____

SAMPLE

"EXHIBIT #3"

CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

City of Santa Paula Police Station Remodel Project

1. PARTIES AND DATE.

This Contract is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing [***INSERT DESCRIPTION OF PROJECT WORK***] related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: [***INSERT LICENSE CLASSIFICATIONS***]

2.3 Project. City desires to engage Contractor to render such services for the [***INSERT PROJECT NAME***] ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, [***INSERT APPLICABLE PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS] as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of [INSERT WRITTEN DOLLAR AMOUNT]Dollars ($[INSERT NUMERICAL DOLLAR AMOUNT]_.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the

applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon

satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free, and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications, and documents therein, and attachments and addenda thereto: [***INSERT ADDITIONAL DOCUMENT OR REMOVE DOCUMENT LISTED IF NOT APPLICABLE TO THIS CONTRACT]

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Federal Requirements (Exhibit “G”)
- Addenda
- Change Orders executed by the City
- [***INSERT EDITION***] Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids if any
- Instructions to Bidders if any
- Contractor’s Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor's Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field, or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7)

days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process, or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process, or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within [***INSERT NUMBER OF CALENDAR OR WORKING DAYS***] days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] ($[INSERT NUMERICAL DOLLAR AMOUNT_) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week,

except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify, and hold harmless the City and its directors, officials, officers, employees, volunteers, and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule, or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify, and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be

feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.11 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days

after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor

submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project,**

whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.14.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents, and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents, and authorized volunteers as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents, and authorized volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents, and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents, and authorized volunteers.

3.15 Insurance. [***CITY RISK MANAGER TO REVIEW TO DETERMINE WHETHER REQUIREMENTS AND LIMITS ARE ACCEPTABLE***]

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury, and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly

reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents, and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants, or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents, and volunteers as additional and insureds with respect to Work performed and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents, and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required

by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract, a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.17 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement

and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.19 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials, or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the [***INSERT NAME], or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City

for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

[***INSERT CONTRACTOR NAME AND ADDRESS***]
ATTN: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

CITY:

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: [***INSERT NAME AND TITLE***]

Any notice so given shall be considered received by the other Party three (3) days after deposit

in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.20.8 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Ventura, State of California.

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

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material

benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.21 Federal Provisions. [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***] When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "G" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Contract and/or the provisions of state law, the more stringent requirement shall control.

[Signatures on Next Page]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SANTA PAULA
AND [*INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved:

By:_____
[INSERT NAME]
[INSERT TITLE]

ATTESTED:

By:_____
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

[INSERT NAME OF CONTRACTOR]

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SERVICES / SCHEDULE

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

EXHIBIT "C"

SPECIAL CONDITIONS

[***(READ AND DELETE THIS BLOCK BEFORE USING MODEL): PUBLIC WORKS PROJECTS OF MORE THAN $25,000 WILL REQUIRE PAYMENT BONDS BY LAW. WHERE A PAYMENT BOND IS REQUIRED, WE RECOMMEND REQUIRING A PERFORMANCE BOND AS WELL - INSERT FOLLOWING IF PAYMENT AND/OR PERFORMANCE BONDS REQUIRED – OTHERWISE DELETE AND RENUMBER***]

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

[*INSERT ADDITIONAL SPECIAL CONDITIONS USING ABOVE FORMAT***]**

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[*INSERT CONTRACTOR NAME***]**

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.

2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor:_____

Signature:_____

Name and Title:_____

Dated:_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

[***IF NO BOND REQUIREMENTS ARE REQUIRED, REMOVE BONDS AND INSERT “NOT APPLICABLE”]

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

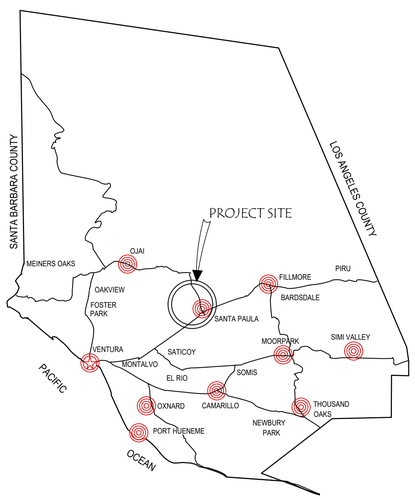
EXHIBIT "G"

FEDERAL REQUIREMENTS

[***(READ AND DELETE THIS BLOCK BEFORE USING MODEL): IF THERE ARE FEDERAL REQUIREMENTS AS A RESULT OF FEDERAL FUNDING ON THE PROJECT, INSERT THEM HERE. IF NO FEDERAL FUNDING INSERT "NOT APPLICABLE"***]

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION), LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED. WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS.
4. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE NOTED OR SHOWN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7. DETAILS; CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8. NAILING; NAILING NOT SHOWN ON THE PLANS SHALL BE IN ACCORDANCE OF GOVERNING BUILDING CODES.
9. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
10. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT. CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS.
16. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
17. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18. SHEET METAL & FLASHING: PROVIDE AND INSTALL SHEET METAL AND OR COPPER FLASHING AS DETAILED AND REQUIRED TO INSURE WATERTIGHT ASSEMBLY. ALL PIECES SHALL BE FABRICATED IN MAXIMUM PRACTICAL LENGTHS, FREE OF WARPS, BUCKLES AND DENTS AND OTHER DEFECTS.
19. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. ORD 3522 6(K).
20. FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT), ENCLOSED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS,ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS CRC R302.11
21. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
22. ALL GLAZING, AND VENTS CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD AREA/FIRE HAZARD SEVERITY ZONE REQUIREMENTS. VCBC CHAPTER 7A, VCFC ORD.30.
23. PROVIDE EMERGENCY EXIT DOOR MIN. 32" CLEAR INTERIOR FRAME TO INTERIOR FRAME.
24. AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE LIA-BILITY FOR ERRORS AND OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL NOT EXCEED ANY FEES PAID TO THE THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS.



VENTURA COUNTY MAP

NORTH

SCALE:NTS

FIRE DEPARTMENT NOTES

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CBC CHAPTER 7A FDP 22
2. ADDRESS:

   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.
   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.
   BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE).
   (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522, SECTION 6(L).



VICINITY MAP

NORTH

SCALE: NTS

SHEET INDEX

#	SHEET	DESCRIPTION	SCALE
		ARCHITECTURAL	
1	A 0.0	TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES	AS NOTED
2	A 1.0	EXISTING OVERALL SITE	1"=20'
3	A 1.1	EXISTING SITE DEMOLITION PLAN	1/8"=1'-0"
4	A 1.2	PROPOSED SITE PLAN	1/8"=1'-0"
5	A 1.3	EXISTING FLOOR PLAN	1/4"=1'-0"
6	A 1.4	DEMOLITION PLAN	1/4"=1'-0"
7	A 1.5	PROPOSED FLOOR PLAN	1/4"=1'-0"
8	A 1.6	PROPOSED FLOORING PLAN	1/4"=1'-0"
9	A 2.0	EXISTING & PROPOSED ELEVATIONS	AS NOTED
10	A 3.0	PROPOSED CROSS & LONGITUDINAL SECTIONS	1/4"=1'-0"
11	A 4.0	PROPOSED LOBBY & INTERIOR ELEVATIONS	1/2"=1'-0"
12	A 5.0	PROPOSED FURNITURE LAYOUT PLAN	1/4"=1'-0"
13	A 6.0	SCHEDULES	NA
14	A 7.0	ELECTRICAL PLAN & NOTES	AS NOTED
		STRUCTURAL	
15	SN-1	STRUCTURAL NOTES SHEET 1 of 2	NA
16	SN-2	STRUCTURAL NOTES SHEET 2 of 2	NA
17	S-1	FOUNDATION PLAN	1/4"=1'-0"
18	SD-1	STRUCTURAL DETAILS	AS NOTED

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2

SEISMIC DESIGN CRITERIA	BASIC WIND SPEED (mph)	GROUND SNOW LOAD (psf)/ELEVATION(ft.)	CLIMATE ZONE	FLOOD ZONE DESIGNATION	DESIGN FLOOD ELEVATION
E	110 mph	NA	9	X	NA

CODE COMPLIANCE

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2019 CALIFORNIA RESIDENTIAL CODE (CRC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CEnC) (R101.1.1CRC), CALGREEN CODE, AND ALL LOCAL CODES AND ORDINANCES.



AERIAL MAP

NORTH

SCALE:NTS

PROJECT DATA

PROPERTY OWNER:	CITY OF SANTA PAULA POLICE DEPARTMENT
OWNER ADDRESS:	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
PROJECT ADDRESS:	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
APN:	103-0-242-195
LOT SIZE:	.47 ACRES (20,473.2 SQ. FT.)
ZONING:	IN (INSTITUTIONAL/CIVIC) ADJACENT NEIGHBOR C-G (GEN. COM.)
FLOOD ZONE:	X
GOVERNING AGENCY SETBACKS:	10' FRONT YARD/STREET 5' SIDE YARDS 5' REAR YARD 45' HEIGHT
BUILDING HEIGHT:	24' (MAX. ALLOWABLE 45')
NUMBER OF STORIES:	1 NO. (MAX. ALLOWABLE 3 NO.)
BUILDING SQUARE FOOTAGE:	
EXISTING POLICE STATION SQ. FTG.:	6,424.8 SQ. FT.
PROPOSED POLICE STATION SQ. FTG.:	6,573.4 SQ. FT.
(N)ADDITIONAL AREA:	148.6 SQ. FT.
TOTAL CONDITIONED SPACE:	6,573.4 SQ. FT.
UNCONDITIONED SPACE:	
SALLY PORT	350.2 SQ. FT.
COVERED ENTRY AREAS	879.8 SQ. FT.
TOTAL UNCONDITIONED SPACE:	1,230 SQ. FT.
LOT COVERAGE/FAR:	+/- 38% (MAX. ALLOWABLE 80%)
DESCRIPTION OF USE:	POLICE STATION
BUILDING OCCUPANCY:	B
ZONING OCCUPANCY	GROUP B
TYPE OF CONTRUCTION:	III
HIGH FIRE SEVERITY ZONE:	URBANIZED/DEVELOPED AREAS OUTSIDE OF HAZARD ZONES
SPRINKLERS:	NO

LEGAL DESCRIPTION:
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PARCEL 19, PORTION YALE STREET SUBDIVISION, R.S. BK. 5, PG. 16 SAWYERS TRACT, L.S. BK. 4, PG. 8. PORTION WHITTED TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 PORTION MARTIN TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 V.C.O.M. VOL. 1, PG. 55, 56 (OWEN'S TRACT) RANCHO SANTA PAULA Y SATICOY, M.R. BK. A, PG. 290.

SCOPE OF WORK

RENOVATION OF A PORTION OF THE EXISTING POLICE STATION INCLUDING LIMITED DEMOLITION OF EXISTING WALLS, RE-BUILD OF PARTITION WALLS AND REVISED MAIN ENTRANCE LOBBY AREA. LOBBY TO BE ENLARGED AND RECONFIGURED TO ACHIEVE INCREASED SECURITY. ALL NEW AREAS TO BE ADA COMPLIANT.

CONSULTANTS

DESIGN

Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
(805) 625-1144
wmglindsay@gmail.com

STRUCTURAL ENGINEER

Randy Toedter
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randy@rwc-llc.com

STRUCTURAL ENGINEER

Colby Leslie
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
colby@rwc-llc.com

LICENSED ARCHITECT
CHRISTINA GRIVA
C - 28080
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

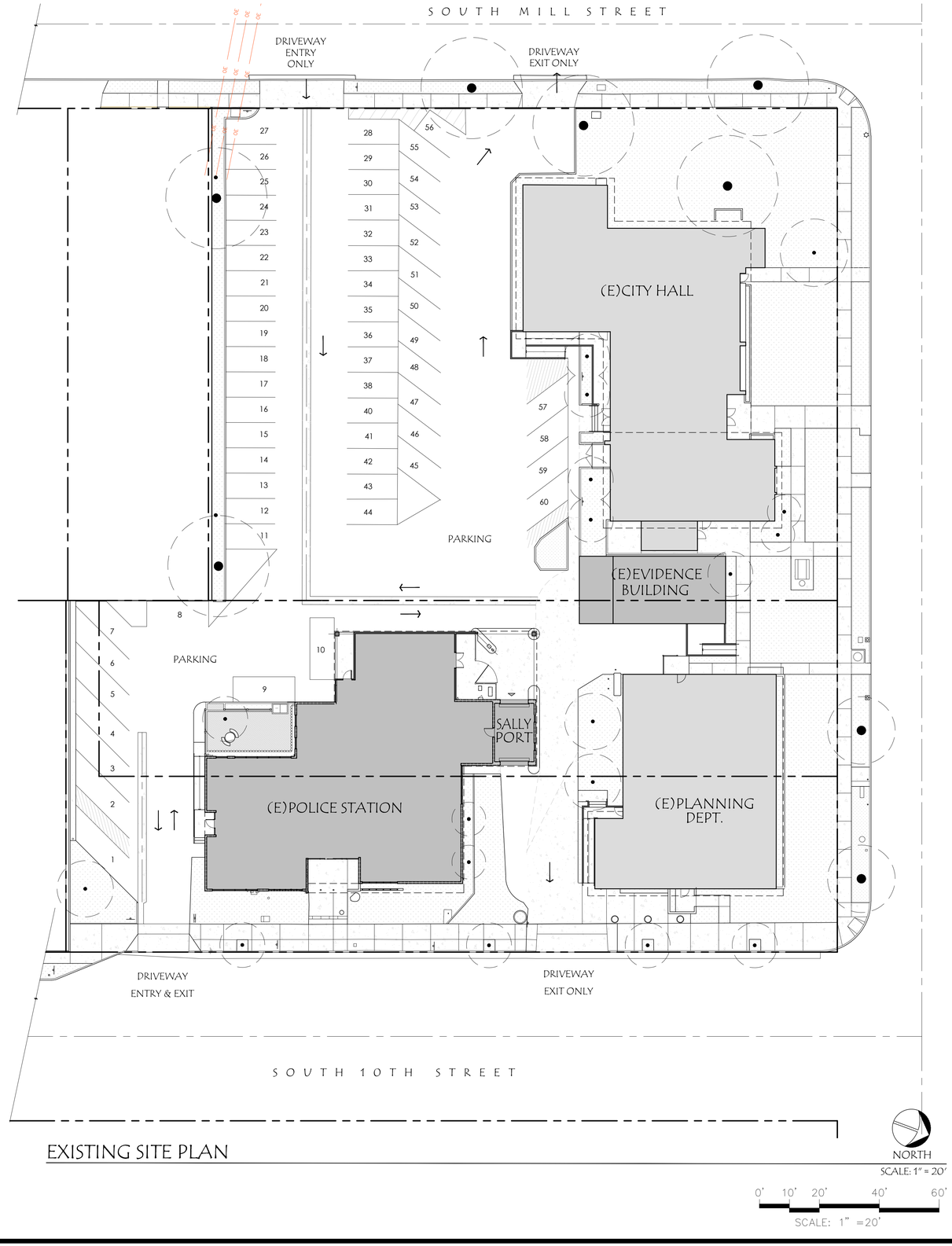
PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: NTS
Drawn by: CMG
Date: 11/03/2022
Job # 10504.014
Sheet: A0.0

TITLE SHEET



EXISTING SITE PLAN

NORTH

SCALE: 1" = 20'

0' 10' 20' 40' 60'

SCALE: 1" =20'

LEGEND:

- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- EXISTING CONCRETE PAVING
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES

EXISTING OVERALL SITE PLAN

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
STATE OF CALIFORNIA

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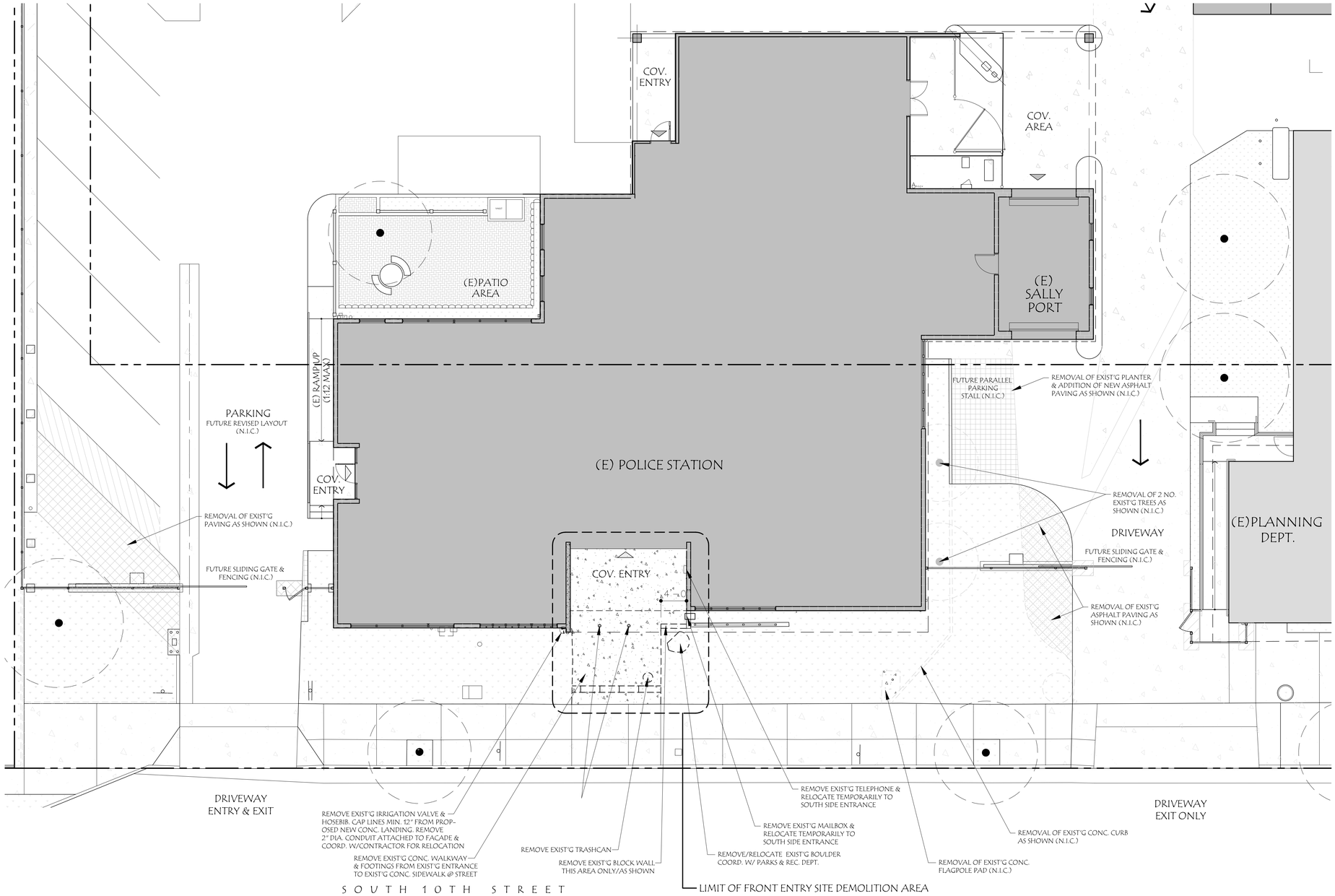
Scale: 1"=20'

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

Sheet: A1.0



EXISTING SITE DEMOLITION PLAN

NORTH

SCALE: 1/8" = 1'-0"

0' 5' 10'

SCALE: 1/8" = 1'-0"

LEGEND:

- EXISTING CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- PLANTERS
- EXISTING CONC. TO BE DEMOLISHED
- EXISTING ASPHALT TO BE DEMOLISHED
- EXISTING PLANTER TO BE DEMOLISHED
- EXISTING WALLS TO BE DEMOLISHED
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES
- EXISTING TREES TO BE REMOVED
- PROPOSED NEW TREES
- PUBLIC ENTRY
- STAFF ENTRY

DEMOLITION NOTES:

DEMOLITION AREA TO INCLUDE: EXISTING BUILDING (AS SHOWN ON THESE CONSTRUCTION DOCUMENTS) AND FRONT ENTRY ONLY TO EXISTING SIDEWALK. ALL OTHER DEMOLITION INCLUDING ALL SITE WORK : DRIVEWAYS, PARKING LOTS, PARKING STALLS, FENCING ETC. TO BE BY SEPARATE CONTRACT.

LICENSED ARCHITECT
CHRISTINA GRIVA
C - 28080
6/31/23
STATE OF CALIFORNIA

RWC

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CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

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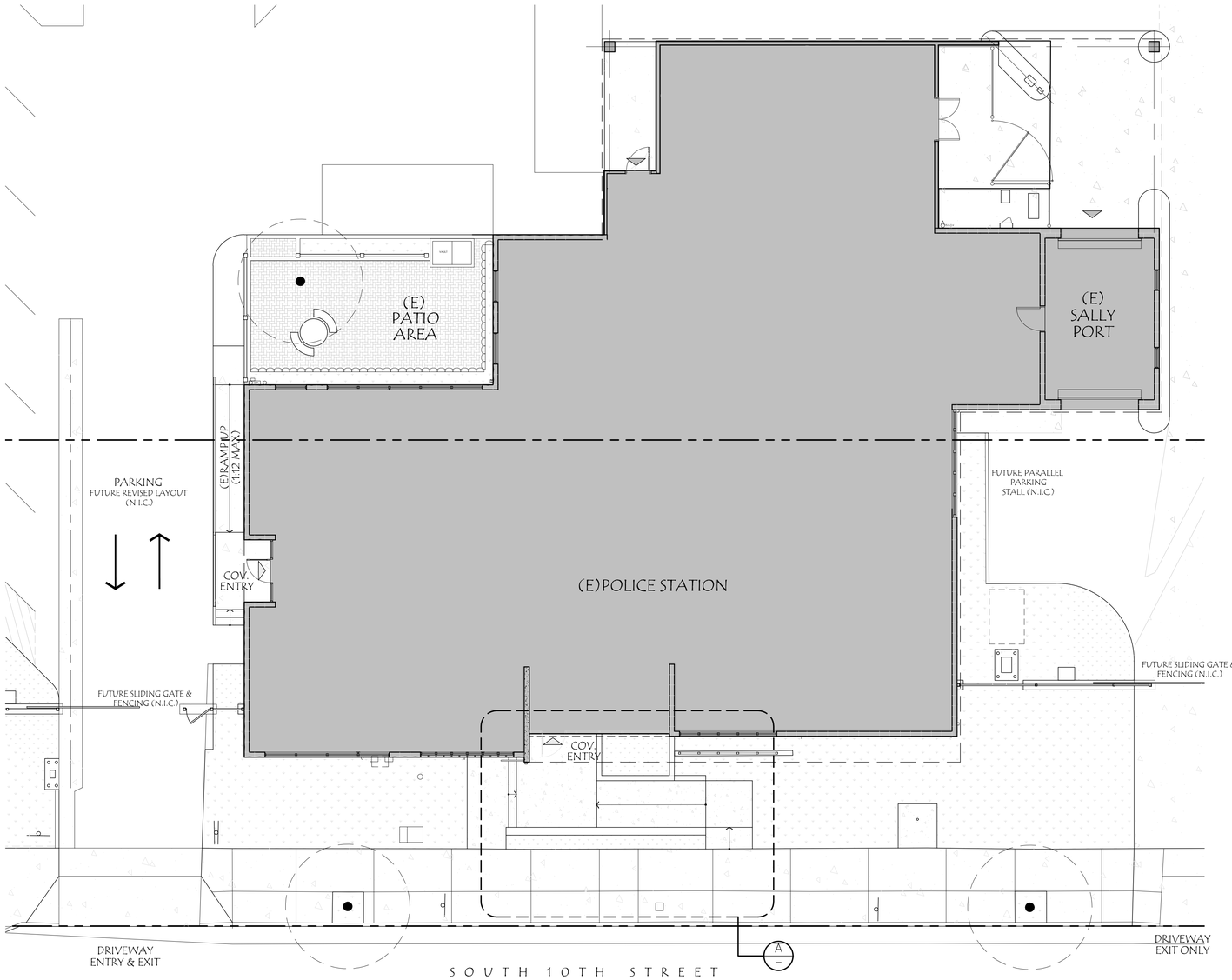
Scale: 1/8"=1'-0"

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

Sheet: A1.1



PROPOSED SITE PLAN

NORTH

SCALE: 1/8" = 1'-0"

0' 5' 10'

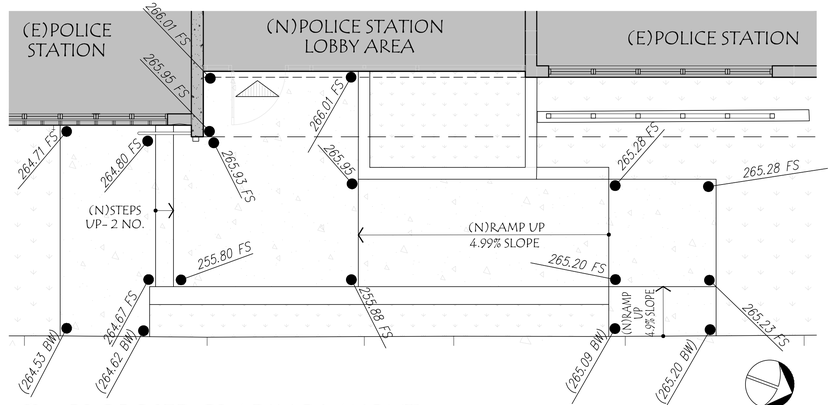
SCALE: 1/8" = 1'-0"

NOTES:

ALL DRIVEWAYS, CURBS, PARKING LOTS, PARKING STALLS, FENCING ETC. TO BE BY SEPARATE CONTRACT.

LEGEND:

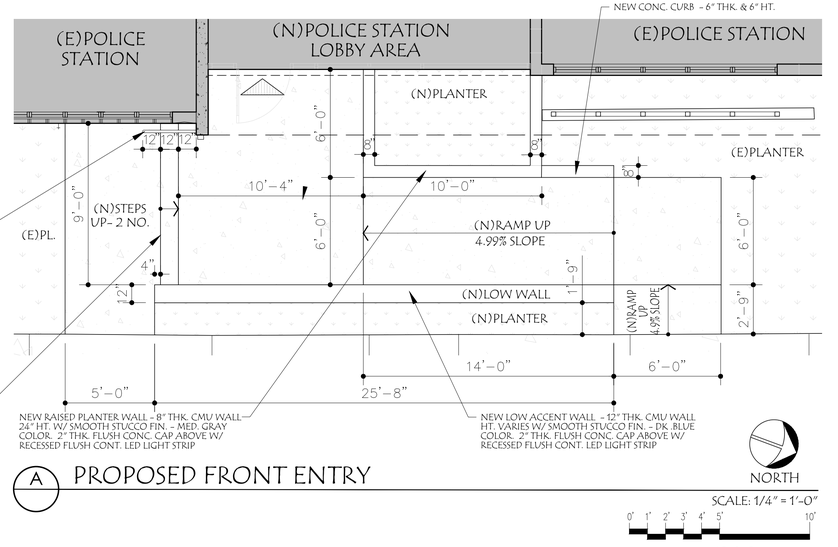
- EXISTING CONC. WALKS/RAMPS/STEPS
- NEW CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- NEW PLANTER AREAS
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES
- PROPOSED NEW TREES
- PUBLIC ENTRY
- STAFF ENTRY



PROPOSED GRADING LAYOUT

NORTH

SCALE: 1/4" = 1'-0"



PROPOSED FRONT ENTRY

NORTH

SCALE: 1/4" = 1'-0"

0' 1' 2' 3' 4' 5' 10'

SCALE: 1/4"=1'-0"

PROPOSED SITE PLAN

LICENSED ARCHITECT
CHRISTINA GRIVA
C - 28080
REGISTERED
STATE OF CALIFORNIA

RWC

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CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: AS NOTED

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

Sheet: A1.2



EXISTING PARTIAL FLOOR PLAN

SCALE: 1/4"= 1'-0"

LEGEND:

- EXISTING IN-SITU CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- EXISTING WALLS TO BE DEMOLISHED
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- EXISTING CONC. PAVING
- EXISTING BRICK PAVING
- EXISTING AREA TO REMAIN (N.I.C.)
- AREA TO BE RENOVATED
- PUBLIC ENTRY
- STAFF ENTRY

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
6/31/23
STATE OF CALIFORNIA

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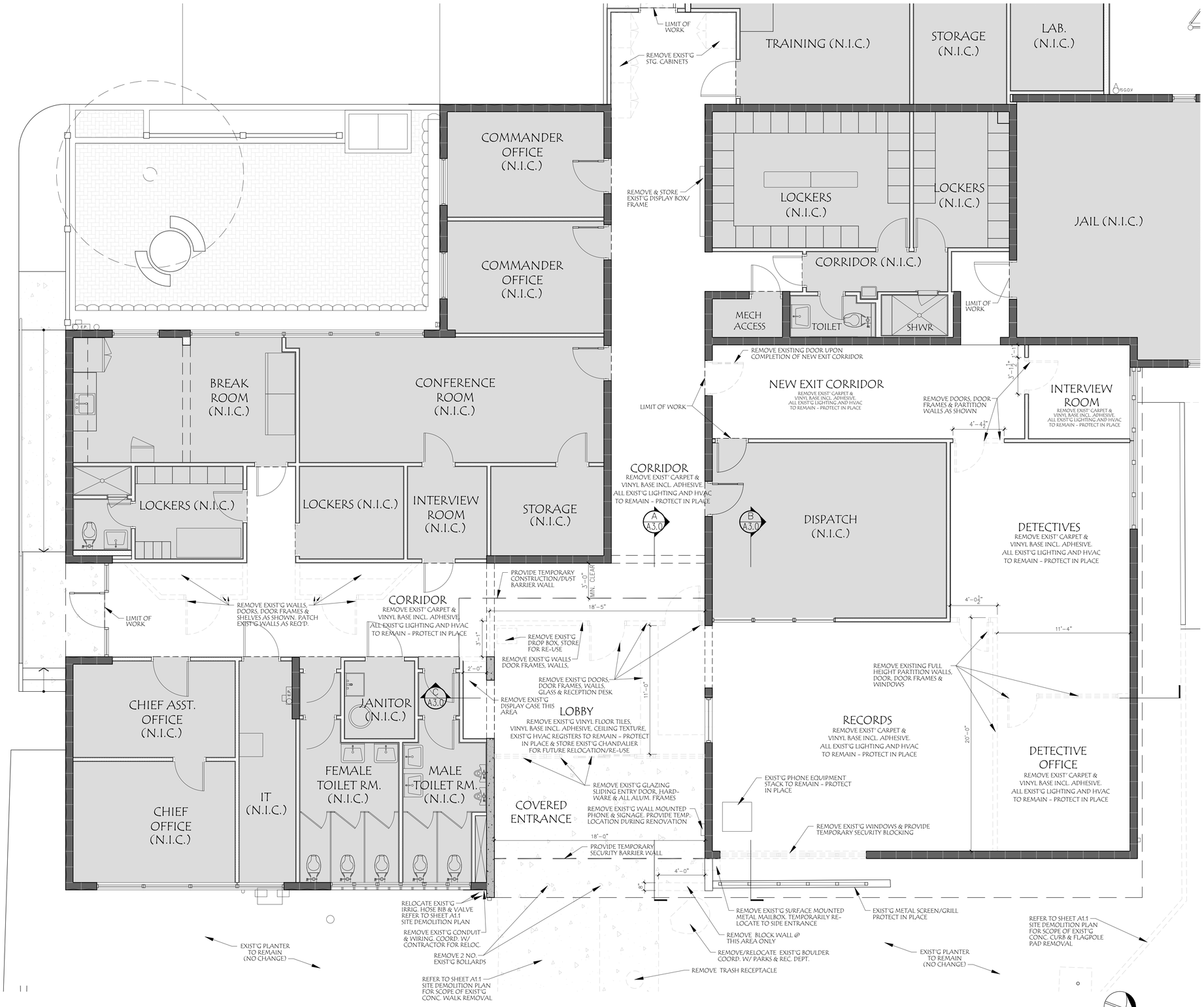
PROJECT:
SANTA PAULA
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RENOVATION

CLIENT:
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SANTA PAULA, CA 93060

#	Revision	Date

Scale: 1/4"=1'-0"
Drawn by: CMG
Date: 11/03/2022
Job # 10504.014
Sheet: A1.3

EXISTING FLOOR PLAN



DEMOLITION PLAN

SCALE: 1/4"= 1'-0"

LEGEND:

- EXISTING IN-SITU CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- EXISTING WALLS TO BE DEMOLISHED
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- EXISTING CONC. PAVING
- EXISTING BRICK PAVING
- EXISTING AREA TO REMAIN (N.I.C.)
- AREA TO BE RENOVATED

DEMOLITION NOTES:

1. REFER TO FGC ENVIRONMENTAL REPORT DATED 3/2022 FOR CONFIR-MATION OF AREAS REQUIRING ABATEMENT FOR HAZARDOUS MATERIALS.
2. ASBESTOS REMOVAL/ABATEMENT REQUIRED FOR THE FOLLOWING:
   A. FLOORS :
      (a) 12" X 12" GREY VFT (2% CHRYSOTILE) & BLACK MASTIC (2% CHRYSO-TILE) LOCATED IN THE LOBBY, RECEPTION, INTERVIEW ROOM AND CORRIDOR AT WEST REAR ENTRY. THESE ARE NON-FRIABLE, CAT-EGORY 1 MATERIALS.
      (b) BLACK MASTIC (2% CHRYSOTILE) LOCATED AT ALL CARPET AREAS THROUGHOUT. ALL BLACK MASTIC SHOULD BE TREATED AS ACM. THIS IS A NON-FRIABLE. CATEGORY 1 MATERIAL.
      (c) BROWN COVE BASE MASTIC (1% ANTHROPHYLLITE) LOCATED THROUGH OUT THE FACILITY. THIS IS NON-FRIABLE, CATEGORY 1 MATERIAL.
   B. CEILINGS :
      (a) SPRAY-APPLIED ACOUSTIC CEILING TEXTURE (2% CHRYSOTILE) LO-CATED IN THE PROPOSED NEW EXIT CORRIDOR, NEW VESTIBULE, DETECTIVES, DETECTIVE OFFICE, RECORDS, COMMUNICATION ROOM, VESTIBULE, RECEPTION, LOBBY AND CORRIDOR AREA. THIS IS FRIABLE, REGULATED ASBESTOS CONTAINING MATERIAL (RACM) AND MUST BE REMOVED USING FULL CONTAINMENT WITH NEGA-TIVE PRESSURE AND HEPA FILTRATION.
2. LEAD REMOVAL/ABATEMENT NOT REQUIRED IN THE AREAS OF THIS REN-OVATION PER THE FINDINGS OF THE FGC ENVIRONMENTAL REPORT DATED MARCH 2022.
3. ALL IDENTIFIED ASBESTOS CONTAINING MATERIALS (ACM) THAT WILL BE DISTURBED AS PART OF THE SITE WORK/DEMOLITION MUST BE HANDLED IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. DISTURB-ANCE ACTIVITIES MAY ONLY BE PERFORMED BY PROPERLY TRAINED AND LICENSED ABATEMENT CONTRACTORS USING APPROPRIATE CONTROLS TO PREVENT FIBER EMISSIONS DURING THE REMOVAL PROCESS. THIS MAY IN-CLUDE WET METHODS (WATER MIST), NEGATIVE PRESSURE CONTAINMENT, HEPA FILTRATION AND OTHER ENGINEERING CONTROLS.
4. WORKERS PERFORMING REMOVAL SHALL BE PROPERLY PROTECTED TO PREVENT EXPOSURE, INCLUDING THE USE OF RESPIRATORY PROTECTION WITH HEPA FILTRATION,PROTECTIVE SUITS, ETC. ENGINEERING CONTROLS MUST BE IN PLACE. DISTURBANCE OF GREATER THAN 100 SQ. FT. OF ANY ACM OR ACCM MUST BE PERFORMED BY TRAINED AND LICENSED ASBESTOS CONTRACTORS THAT ARE CURRENTLY REGISTERED WITH THE DEPT. OF OC-CUPATIONAL SAFETY & HEALTH (DOSH OR Cal/OSHA).
5. VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) IS THE LO-CAL ENFORCEMENT AGENCY FOR ASBESTOS REMOVAL FOR PROJECTS IN THIS AREA. NOTIFICATION IS REQUIRED FOR THE REMOVAL OF FRIABLE, REGULATED ASBESTOS CONTAINING MATERIALS IN QUANTITIES THAT EX-CEED 100 SQ. FT. THE SURVEY REPORT SHALL BE SUBMITTED FOR THE APCD REVIEW IN ADDITION TO NOTFICATION.
6. ASBESTOS WASTE MATERIALS SHALL BE PROPERLY STORED, TRANSPORTED AND DISPOSED OF IN ACCORDANCE WITH CURRENT REGULATIONS. FEDER-AL AND STATE LAWS CONSIDER FRIABLE ASBESTOS WASTE TO BE HAZARD-OUS WASTE WHICH MUST BE PROPERLY MANIFESTED AND TRANSPORTED TO A PERMITTED FACILITY FOR DISPOSAL. NON-FRIABLE ASBESTOS MATERI-ALS WHICH REMAIN IN A NON-FRIABLE STATE ARE TYPICALLY DISPOSED OF AS NON-HAZARDOUS, ASBESTOS-CONTAINING WASTE. THESE ARE OF-TEN ALLOWED IN TYPICAL CLASS III OR CONSTRUCTION DEBRIS LANDFILL WITH PROPER APPROVALS. THE LANDFILL MUST BE ADVISED OF THE ASBES-TOS CONTENT AND FRIABILITY OF THE WASTE STREAM BEFORE TRANSPOR-TING IN ORDER TO ENSURE DISPOSAL AUTHORIZATION. COMPOUNDS WITH LESS THAN 1% TOTAL ASBESTOS ARE TYPICALLY DISPOSED AS NON-HAZARDOUS CONSTRUCTION WASTE.
7. THE CONTRACTOR CONDUCTING ABATEMENT WORK SHALL BE RESPONSI-BLE FOR COMPLYING WITH LOCAL, STATE AND FEDERAL STANDARDS FOR WORKER PROTECTION AND NESHAPS REGULATIONS REGARDING ASBESTOS FIBER EMISSIONS. PROPER REMOVAL TECHNIQUES MUST BE FOLLOWED TO PREVENT THE DISSEMINATION OF ASBESTOS FIBERS. NOTIFICATION AND PERMITTING SHALL BE THE RESPONSIBILITY OF THE ABATEMENT CONTRACTOR.

LICENSED ARCHITECT
CHRISTINA GRIVA
C - 28080
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
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PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: 1/4"=1'-0"

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

Sheet: A1.4

DEMOLITION PLAN



PROPOSED FLOOR PLAN

SCALE: 1/4"= 1'-0"

LEGEND:

- EXISTING IN-SITU CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- PROPOSED NEW STUD WALL
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- EXISTING AREA TO REMAIN (N.I.C.)
- AREA TO BE RENOVATED
- PUBLIC ENTRY
- STAFF ENTRY

LICENSED ARCHITECT
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Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

Sheet: A1.5

PROPOSED FLOOR PLAN



LEGEND:

- EXISTING IN-SITU CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- PROPOSED NEW STUD WALL
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- EXISTING AREA TO REMAIN (N.I.C.)
- AREA TO BE RENOVATED
- PUBLIC ENTRY
- STAFF ENTRY
- VINYL FLOORING

FLOORING NOTES:

1. ALL EXIST'G FLOORS TO BE CLEANED, PREPPED, & LEVELED W/ ALL HOLES TO BE FILLED. ALL WALLS TO BE CLEANED AND FOR INSTALLATION OF BASE MATERIAL.
2. VPF TO BE INSTALLED/GLUED PER MANUF. SPECS.
3. NEW 6" VINYL COVE BASE TO BE INSTALLED @ ALL RENOVATED ROOMS. BASE TO BE GLUED TO WALLS.
4. VINYL PLANK FLOORING TO BE SHAW "PURVIEW 6" LUXURY VINYL PLANK – MINERAL OR APPR. EQUAL.

NORTH

SCALE: 1/4"= 1'-0"

PROPOSED FLOORING PLAN

LICENSED ARCHITECT
CHRISTINA GRIVA
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SANTA PAULA, CA 93060

#	Revision	Date

Scale: 1/4"=1'-0"

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

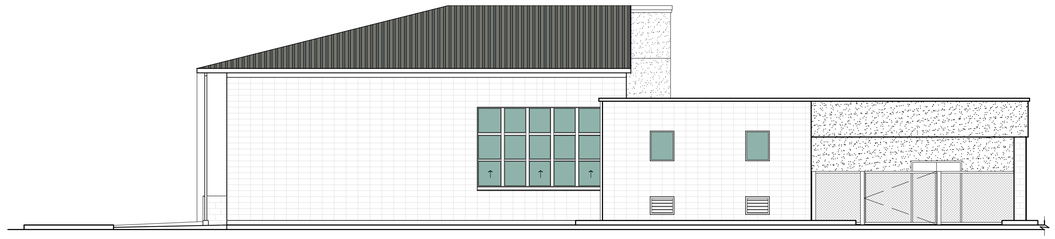
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PROPOSED FLOORING PLAN



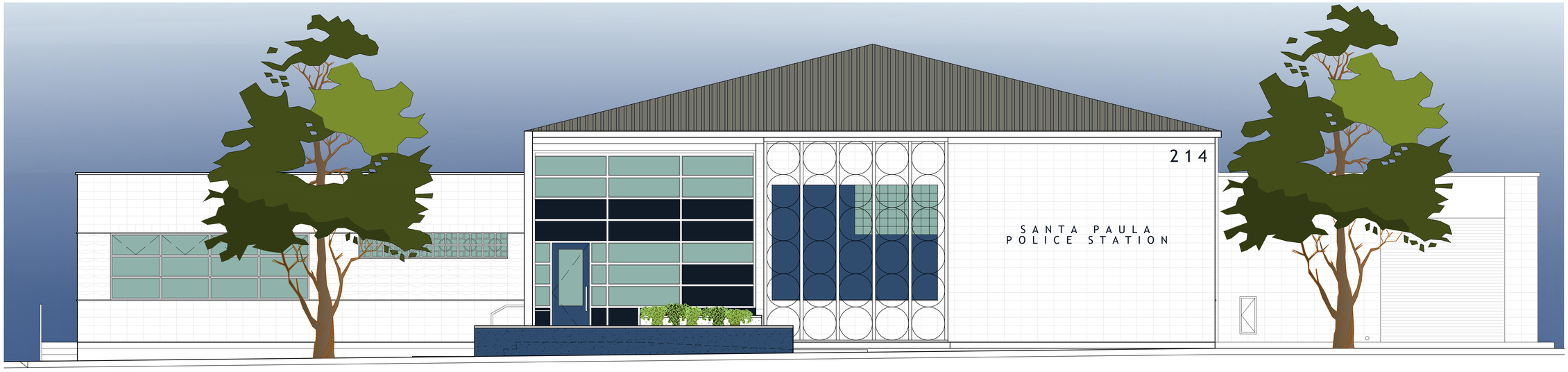
EXISTING EAST ELEVATION

SCALE: 1/8" = 1'-0"



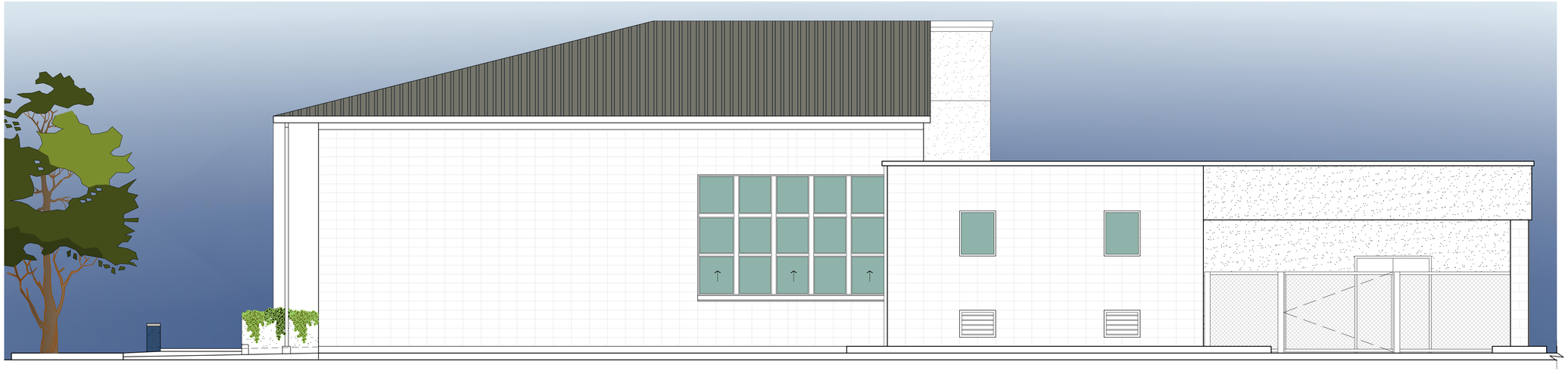
EXISTING NORTH ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED EAST ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED NORTH ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATIONS

LICENSED ARCHITECT
CHRISTINA GRNA
C - 28080
STATE OF CALIFORNIA

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CONSULTANT:

PROJECT:
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POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

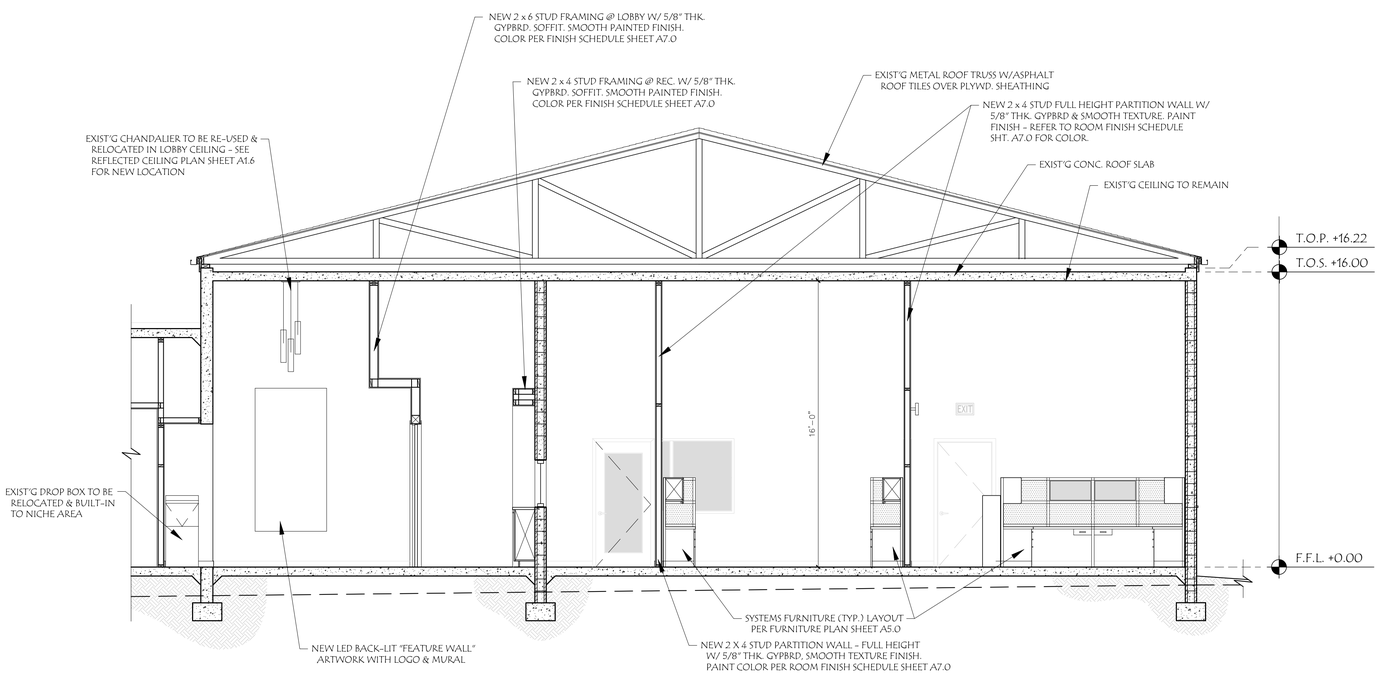
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Date: 11/03/2022

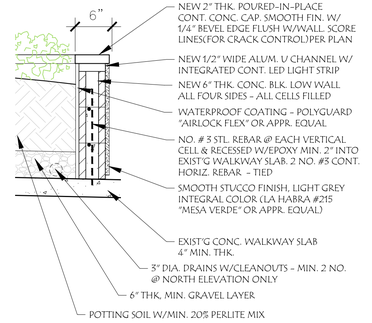
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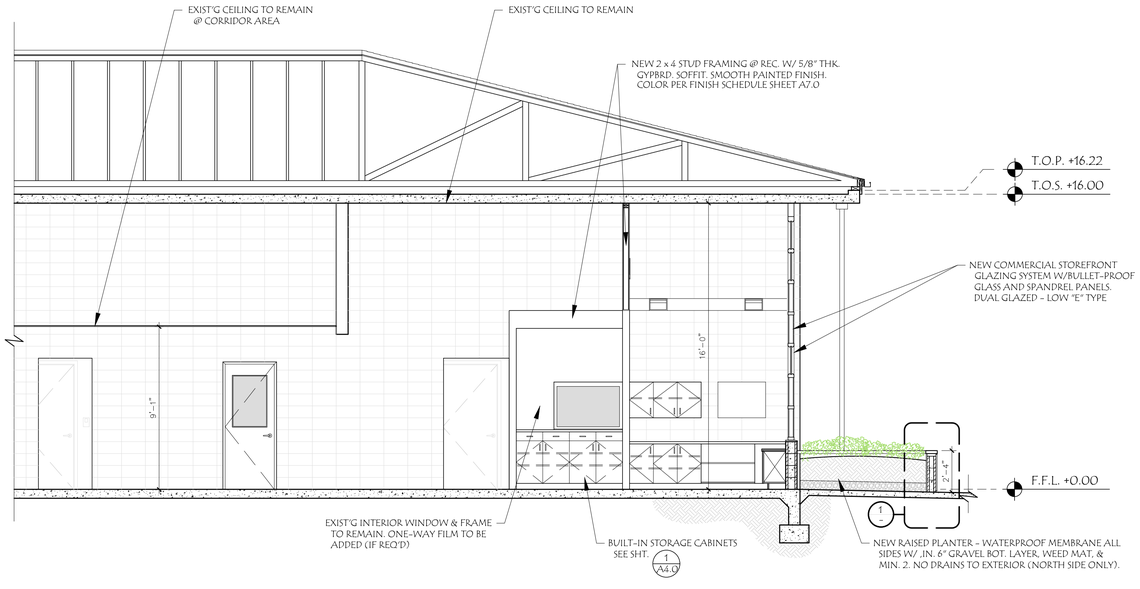
A / - CROSS SECTION A

SCALE: 1/4" = 1'-0"



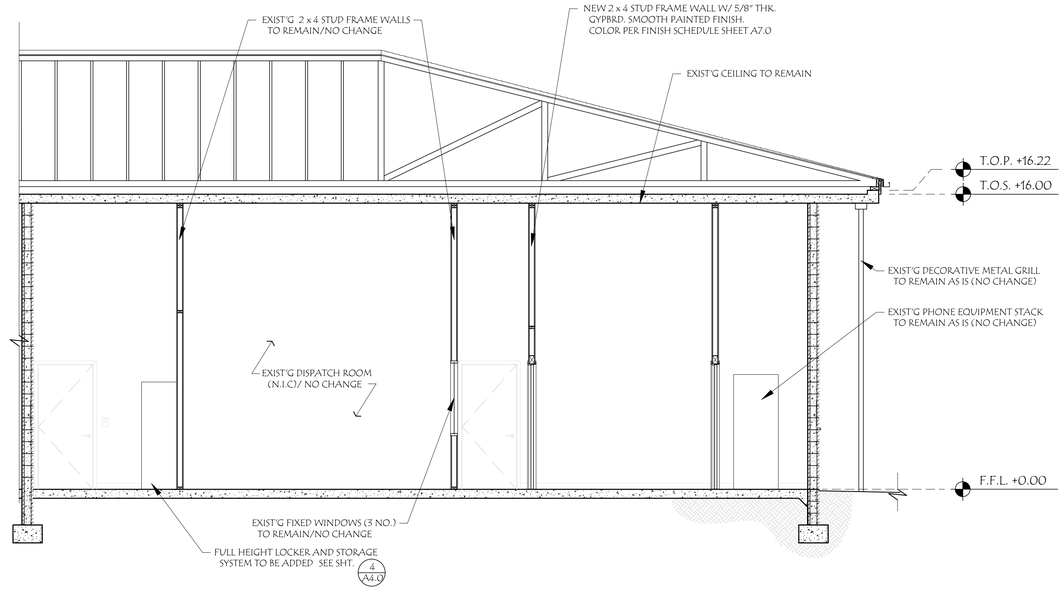
NOTE:
PROVIDE 1 NO. 1 1/2" DIA. SLEEVE TO ALLOW FOR DRIP IRRIGATION LINE. IRRIGATION SYSTEM TO BE DESIGNED BY OTHERS.

RAISED PLANTER DETAIL — SCALE: 3/4" = 1'-0" — 1



B / - LONGITUDINAL SECTION B

SCALE: 1/4" = 1'-0"



B / - LONGITUDINAL SECTION C

SCALE: 1/4" = 1'-0"

SECTIONS

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
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STATE OF CALIFORNIA

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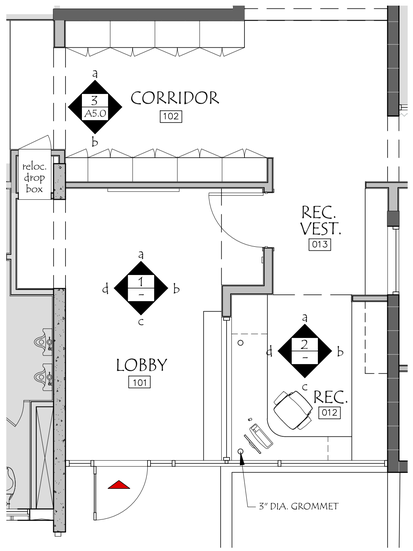
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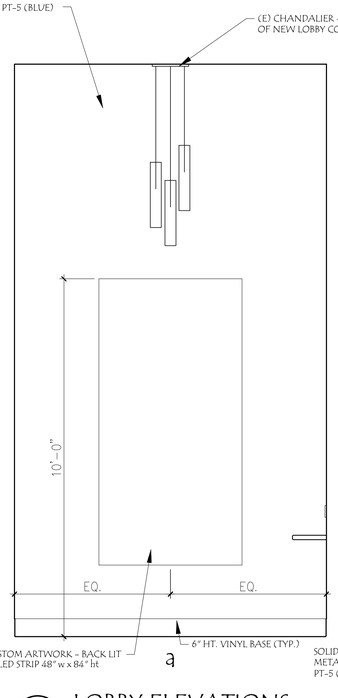
PROJECT:
SANTA PAULA POLICE STATION RENOVATION

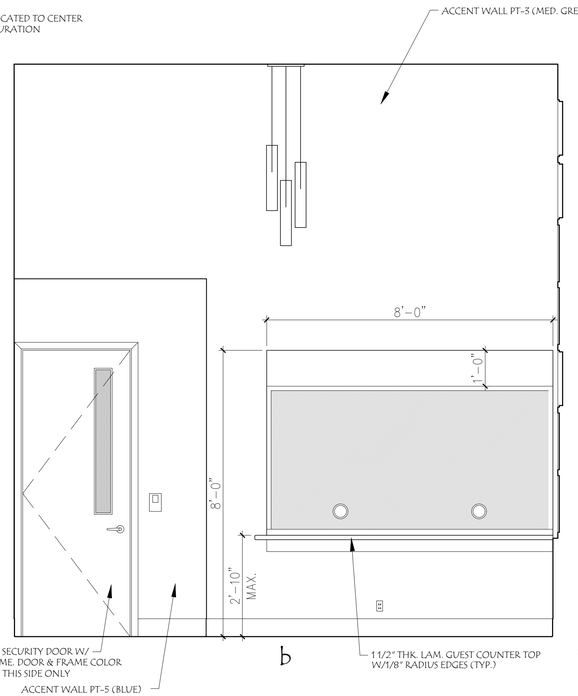
CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

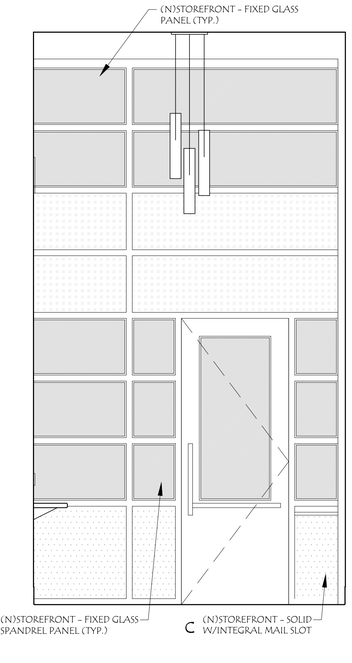
#	Revision	Date

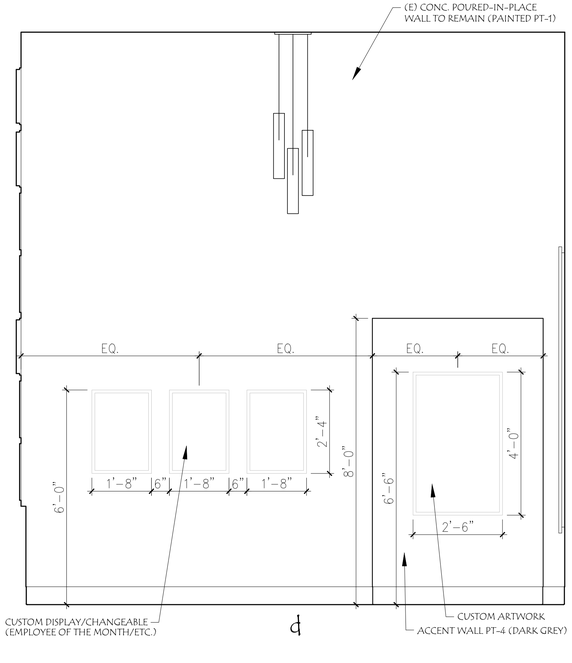
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Drawn by: CMG
Date: 10/06/2022
Job # 10504.014
Sheet: A3.0









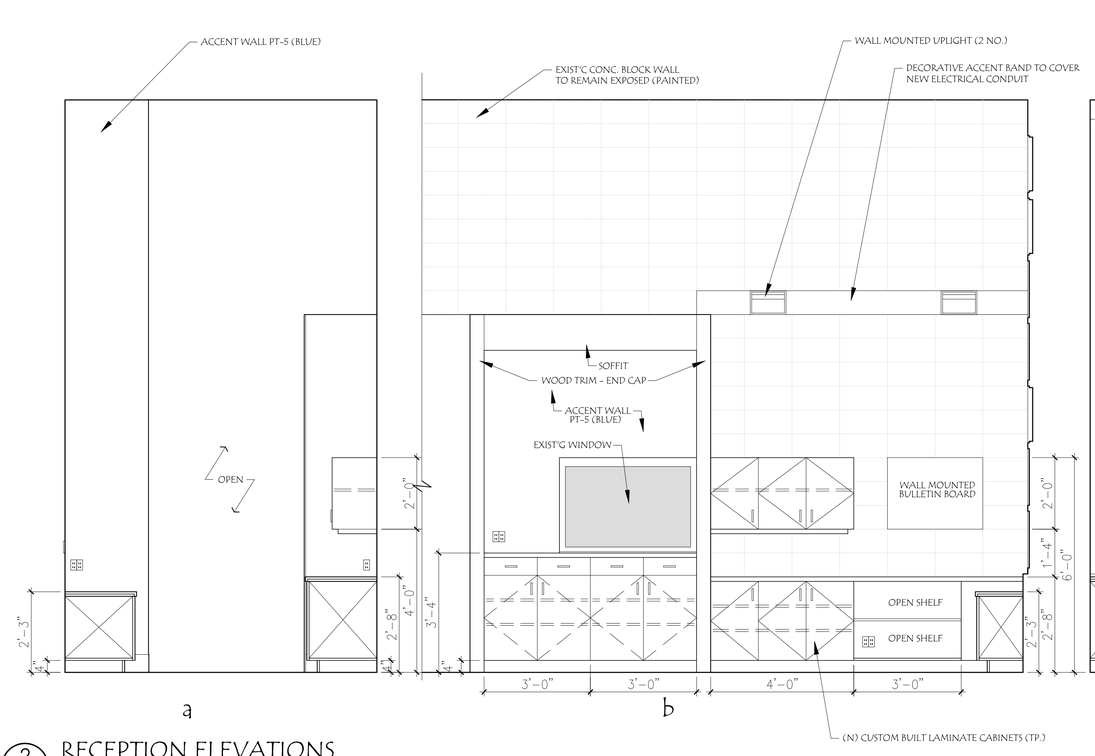


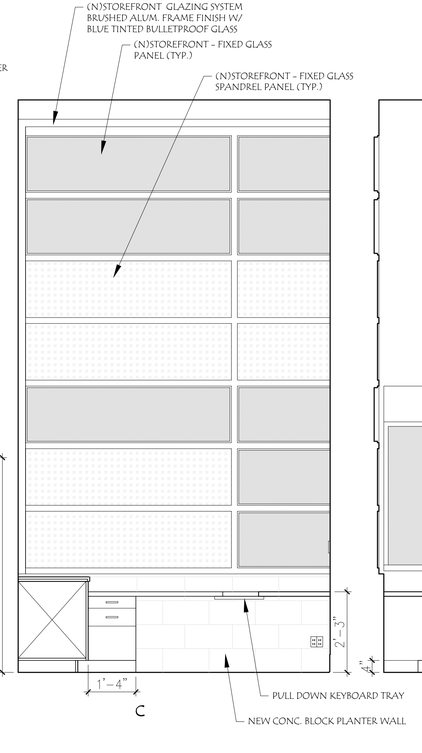
A/- LOBBY PLAN

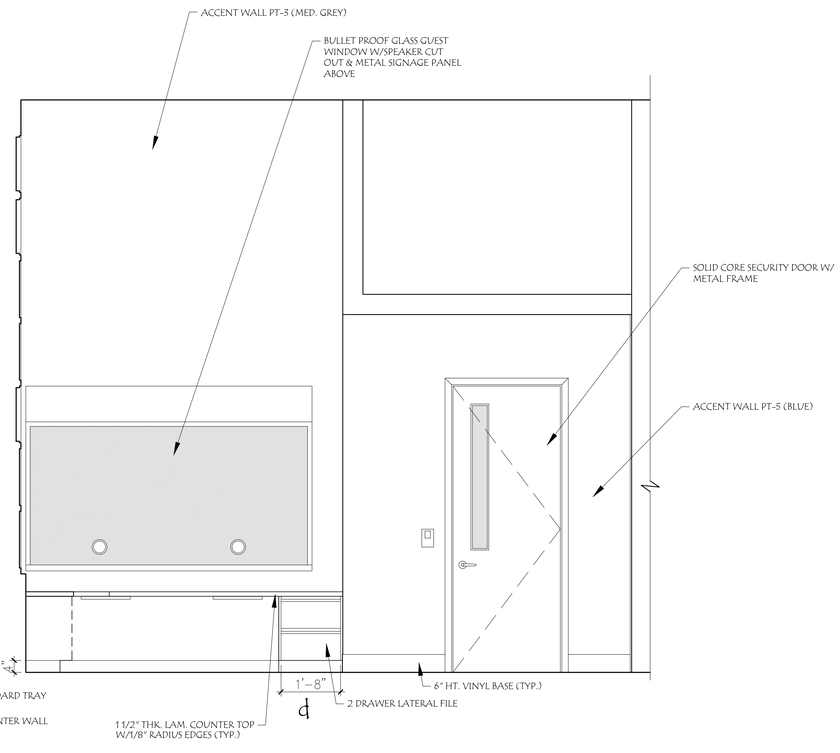
SCALE: 1/4" = 1'-0"

1/- LOBBY ELEVATIONS

SCALE: 1/2" = 1'-0"







2/- RECEPTION ELEVATIONS

SCALE: 1/2" = 1'-0"

INTERIOR ELEVATIONS

LICENSED ARCHITECT
CHRISTINA GRNA
C - 28080
STATE OF CALIFORNIA

RWC

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CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

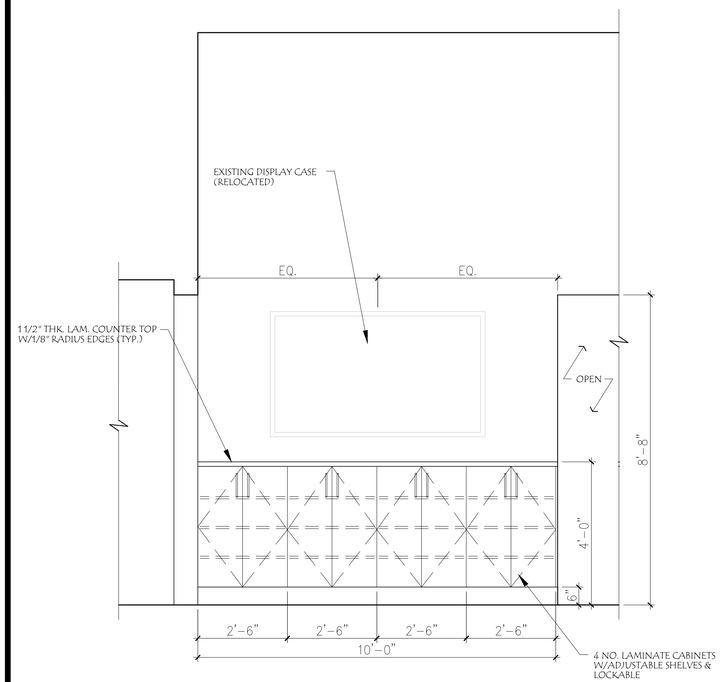
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Drawn by: CMG

Date: 11/03/2022

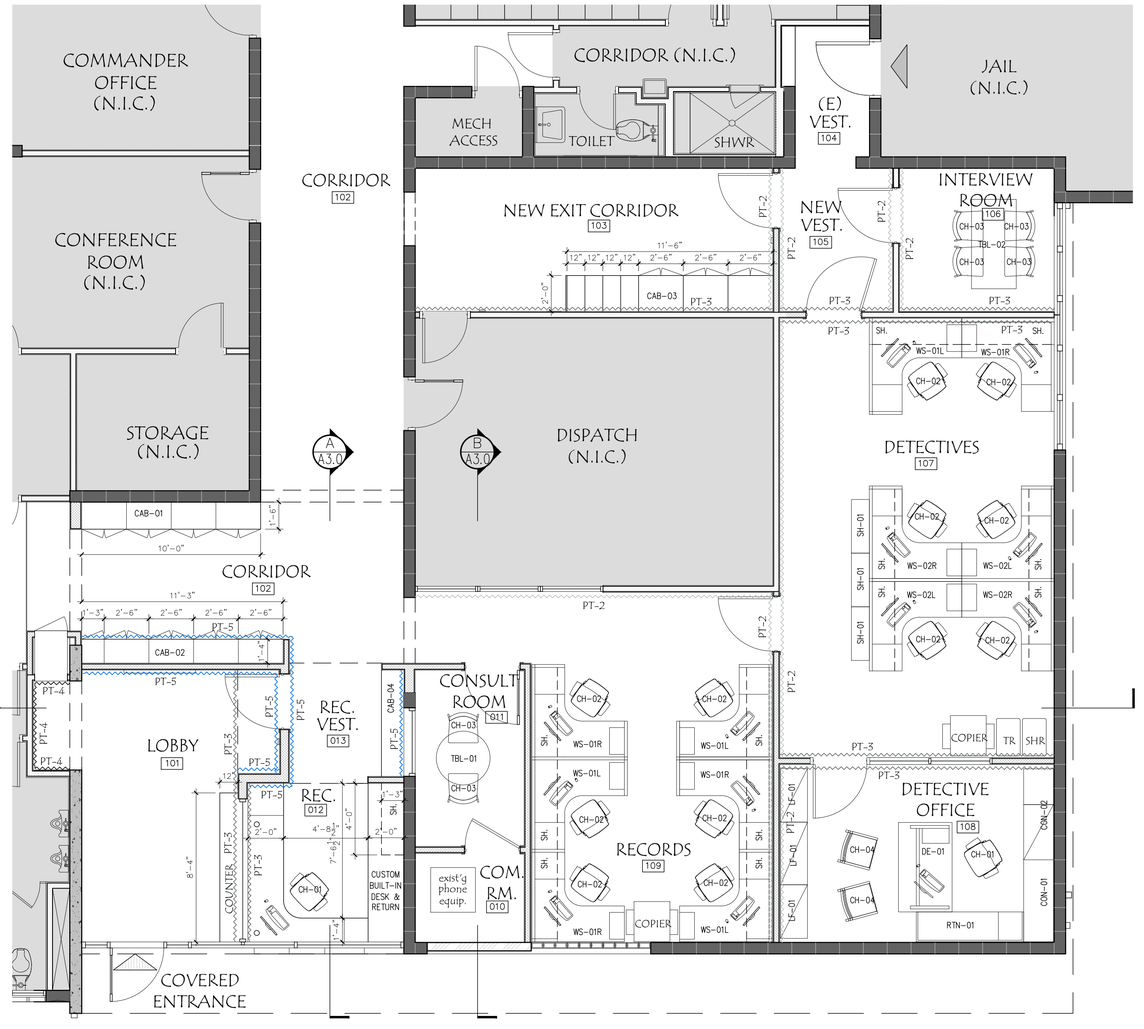
Job # 10504.014

Sheet: A4.0



3 - CORRIDOR ELEVATIONS

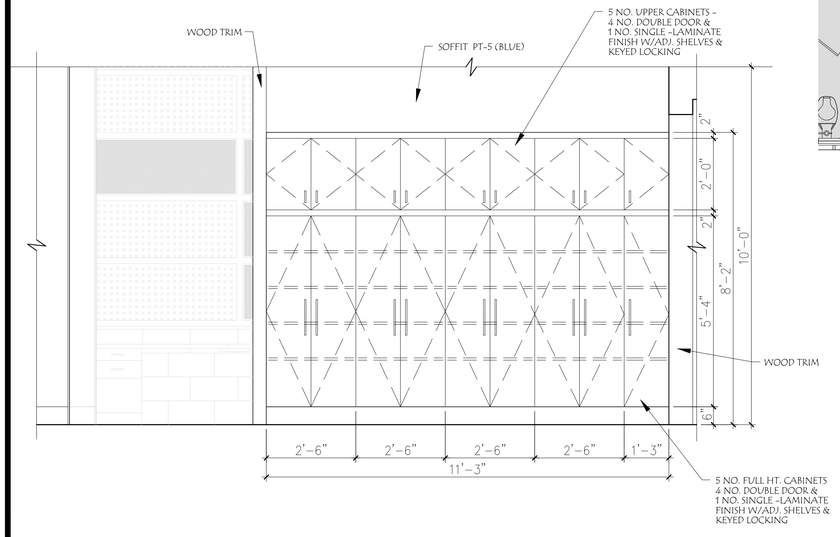
SCALE: 1/2" = 1'-0"



PROPOSED FURNITURE LAYOUT PLAN

NORTH

SCALE: 1/4"= 1'-0"



4 - NEW EXIT CORRIDOR ELEVATION

SCALE: 1/2" = 1'-0"

LEGEND:

- EXISTING IN-SITU CONC. WALL
- EXISTING CONC. BLK. WALL
- EXISTING DECO. CONC. BLK. WALL
- NEW CONC. BLK. WALL
- EXISTING 2 x STUD WALL
- PROPOSED NEW STUD WALL
- EXISTING BEAM/CABINETS ABOVE
- EXISTING ROOF OVERHANG
- EXISTING AREA TO REMAIN (N.I.C.)
- AREA TO BE RENOVATED
- PUBLIC ENTRY
- STAFF ENTRY

PAINT LEGEND:

PT-1	WHITE (ALL WALLS)
PT-2	LT. GREY
PT-3	MED. GREY
PT-4	DK. GREY
PT-5	BLUE
ST-1	MED. DK. STAIN

PAINT NOTES:

1. ALL GYP. BRD. WALLS TO BE PREPPED; ALL HOLES AND INDENTATIONS TO BE PATCHED, FILLED, SANDED & MAI SMOOTH. WALLS TO BE CLEANED AND FREE OF DEBRIS/ DUST.
2. ALL WALLS TO BE PRIMED & SANDED W/ 2 COATS MIN.
3. ALL WALLS TO BE PAINTED W/ 2 COATS MIN.
4. ALL BASE TO BE PREPPED; ALL HOLES FILLED AND SANDE & PAINTED W/2 COATS MIN.
5. CONTRACTOR TO PROVIDE TEST SAMPLES ON SITE FOR ARCHITECT & CLIENT APPROVAL PRIOR TO COMMENCING WORK.

FURNITURE NOTES:

1. SYSTEMS FURNITURE IN BOTH RECORDS & DETECTIVES AREAS TO BE STEELCASE MODULES OF 60" x 60" "L" SHAPE WITH INTEGRAL LOCKABLE OVERHEAD STORAGE CABINETS, ELECTRICAL OUTLETS IT OUTLETS, LIGHTING, PRIVACY PANELS, LOCKABLE BASE CABINETS OR APPR. EQUAL.
2. REFER TO INTERIOR ELEVATIONS SHT. A4.0 FOR BUILT-IN SPECIFICATIONS.

VINYL PLANK FLOORING TO BE SHAW "PURVIEW 6" LUXURY VINYL

PROPOSED FURNITURE LAYOUT PLAN

LICENSED ARCHITECT
CHRISTINA GRIMA
C - 28080
8/31/23
STATE OF CALIFORNIA

RWC

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CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

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Scale: 1/4"=1'-0"

Drawn by: CMG

Date: 11/03/2022

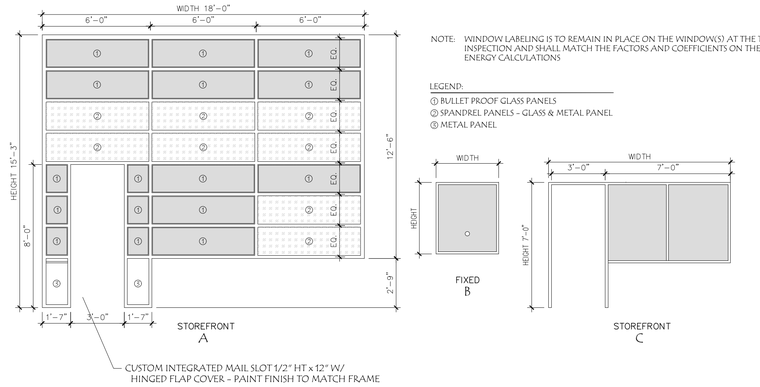
Job # 10504.014

Sheet: A5.0

WINDOW SCHEDULE

#	WINDOW SIZE WIDTH	WINDOW SIZE HEIGHT	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	TYPE	STYLE	QTY.	MATERIAL	HDR	JAMB	SILL	U FACTOR	U FACTOR SOURCE	SHGC COEF.	SHGC SOURCE	TEMP.	BUG SCREEN	TEMP.	REMARKS
W1	18'-0"	15'-3"	18-1"	15'-4"	A	STOREFRONT	1	ALUM	Y	Y	Y	.3	NFRC	.23	NFRC	Y	N	Y	COMMERCIAL SYSTEM
W2	3'-6"	4'-0"	3'-7"	4'-1"	B	FIXED	1	ALUM	Y	Y	Y	–	–	–	–	Y	N	Y	BULLETPROOF W/INTE-GRAL SPEAKER CUT OUT
W3	3'-3"	4'-6"	3'-7"	4'-7"	C	STOREFRONT	1	ALUM	Y	Y	Y	–	–	–	–	Y	N	Y	COMMERCIAL SYSTEM

WINDOW TYPES



NOTE: WINDOW LABELING IS TO REMAIN IN PLACE ON THE WINDOW(S) AT THE TIME OF INSPECTION AND SHALL MATCH THE FACTORS AND COEFFICIENTS ON THE TITLE 24 ENERGY CALCULATIONS

LEGEND:

① BULLET PROOF GLASS PANELS
② SPANDREL PANELS - GLASS & METAL PANEL
③ METAL PANEL

ROOM FINISH SCHEDULE

#	LOCATION	FLOORS: FLOORING MATERIAL	SIZE	FINISH	COLOR	BASE MATERIAL	HEIGHT	FINISH	COLOR	WALLS: NORTH	EAST	SOUTH	WEST	MTL	FINISH	COLOR	CEILINGS: HEIGHT	MATERIAL	FINISH	COLOR	REMARKS
101	LOBBY	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC/ GYP BRD	CONC BLK	PAINT	FLAT	PT-1, PT-4 & PT-5	16'-0"	EXIST'G CONC.*	PAINT	WHITE	* EXIST'G CEILING LEVEL (VERIFY IN FIELD) PT-REFER TO WALL SYMBOL LEGEND FOR LOCATIONS
102	CORRIDOR	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	CONC BLK	PAINT	FLAT	PT-1 & PT-5	10'-0"	EXIST'G DROPPED	PAINT	WHITE	
103	EXIT CORRIDOR	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC BLK	CONC BLK	PAINT	FLAT	WHITE	10'-0"	EXIST'G DROPPED	–	WHITE	
104	EXIST'G VESTIBULE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	CONC BLK	GYP BRD	PAINT	FLAT	WHITE	8'-0"	EXIST'G DROPPED	PAINT	WHITE	VERIFY IN FIELD
105	NEW VESTIBULE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	GYP BRD	CONC BLK	PAINT	FLAT	WHITE	10'-0"	EXIST'G DROPPED	–	WHITE	
106	INTERVIEW ROOM	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	CONC BLK	PAINT	FLAT	WHITE	9'-0"	EXIST'G DROPPED	–	WHITE	
007	DETECTIVES	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	13'-0"	EXIST'G DROPPED	–	WHITE	
008	DETECTIVE OFFICE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	CONC BLK	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	10'-0"	EXIST'G DROPPED	–	WHITE	
009	RECORDS	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	CONC BLK	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	13'-0"/10"-0"	EXIST'G DROPPED	– PAINT	WHITE WHITE	
010	COMMUNICATIONS RM.	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	CONC BLK	CONC BLK	GYP BRD	PAINT	FLAT	WHITE	16'-0"	EXIST'G DROPPED	PAINT	WHITE	
011	CONSULTATION RM.	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC BLK/ GYP BRD	GYP BRD	PAINT	FLAT	WHITE	9'-0"	EXIST'G DROPPED	–	WHITE	
012	RECEPTION	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	16'-0"	EXIST'G DROPPED	PAINT	WHITE	
013	REC. VESTIBULE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK/ GYP BRD	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE/PT-5	10'-0"	EXIST'G DROPPED	PAINT	WHITE	

EQUIPMENT & ACCESSORIES SCHEDULE

#	DESCRIPTION	QTY	MANUFACTURER	SIZE	COLOR	SPEC #	REMARKS
AC-1	TRASH CAN – LG	2	–	30" HT	GREY	XXX	
AC-2	TRASH CAN – SM	16	–	15" HT	GREY	XXX	
AC-3	WHITEBOARD – LG	?	–		WHITE	XXX	
AC-4	WHITEBOARD – SM	16	–		WHITE	XXX	
AC-5	WALL CLOCK	5	–		GREY	XXX	
EQ-1	FLAT SCREEN TV/MONITOR	?				XXX	DETECTIVES SOUTH WALL BOT @ + 60" HT
EQ-2	INTERCOM?	?				XXX	

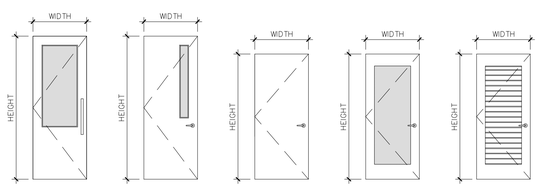
PAINT SCHEDULE

#	MANUF.	TYPE	COLOR	COLOR NAME	SPEC #	REMARKS
PT-1	PITTSBURGH PAINT	EGGSHELL	WHITE	WILLOW SPRINGS	MEN7135-1	
PT-2	PITTSBURGH PAINT	EGGSHELL	LT. GREY	FOG	MEN7200-2	
PT-3	PITTSBURGH PAINT	EGGSHELL	MED. GREY	VICTORIAN PEWTER	MEN7055-5	
PT-4	PITTSBURGH PAINT	EGGSHELL	DK. GREY	GLAZED GRANITE	MEN7060-5	
PT-5	PITTSBURGH PAINT	EGGSHELL	BLUE	SINGING THE BLUES	MEN7023-6	
PT-6	PITTSBURGH PAINT	ENAMEL	WHITE	WILLOW SPRINGS	MEN7135-1	

DOOR SCHEDULE

#	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	LOCATION	TYPE	STYLE	THKNS	MTL	FINISH	COLOR	HDR	JAMB	THR	HDWR	LOCK	CLSR	HINGE DIR	GLASS	TEMP.	REMARKS
001	3'-0"	8'-0	3'- 1 1/2"	8'-1"	LOBBY ENTRY	A	SINGLE 1/2 LITE	1 3/4"	MTL	FACTORY	BLUE	Y	Y	Y	KP *	Y	Y	L	BULLET PROOF & LOW "E"	Y	* KEY PAD/SECURITY LOCK SOLID CORE-NOTE #1
002	3'-0"	8'-0"	3'- 1 1/2"	8'-1"	REC. VESTIBULE	B	VIEW PANEL	1 3/4"	MTL	PAINT	BLUE PT-5	Y	Y	N	KP*	Y	Y	L	BULLET PROOF VIEW PANEL	Y	* KEY PAD/SECURITY LOCK SOLID CORE-NOTE #1
003	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	CONSULTATION RM	D	SINGLE LITE	1 3/8"	MTL	PAINT	WHITE	Y	Y	N	DB	Y	N	R	SANDBLASTED	Y	
004	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	COMMUNICATION RM	E	LOUVER	1 3/8"	MTL	PAINT	WHITE	Y	Y	N	DB	Y	N	L	–	–	
005	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	RECORDS	C	SINGLE PANEL	1 3/8"	MTL	PAINT	LT. GREY PT-2	Y	Y	N	STND	N	N	L	–	–	
006	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	DETECTIVE OFFICE	C	SINGLE PANEL	1 3/8"	MTL	PAINT	DK. GREY PT-3	Y	Y	N	STND	Y	N	L	–	–	
007	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	DETECTIVES	C	SINGLE PANEL	1 3/8"	MTL	PAINT	DK. GREY PT-3	Y	Y	N	STND	N	N	L	–	–	
008	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	INTERVIEW RM	C	SINGLE PANEL	1 3/8"	MTL	PAINT	LT. GREY PT-2	Y	Y	N	DB	Y	Y	L	–	–	
009	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	NEW EXIT CORRIDOR	B	VIEW PANEL	1 3/4"	MTL	PAINT	LT. GREY PT-2	Y	Y	N	KP*	Y	Y	L	BULLET PROOF VIEW PANEL	Y	* KEY PAD/SECURITY LOCK SOLID CORE-NOTE #1

DOOR TYPES



NOTE:
EXIT DOOR(S) SHALL PROVIDE A MIN. CLEAR WIDTH OF 32" MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90°

FURNITURE LEGEND

#	DESCRIPTION	SIZE	QTY	TYPE	MANUFACTURER	PRODUCT	MATERIAL	COLOR	COLOR NAME	FRAME MTL	SPEC #	REMARKS
CH-01	MANAGER CHAIR	22.4" – 34.6" w x 21" – 23.6" d x 39.3" h	2	HIGH BACK	STEELCASE	GESTURE	MESH BACK UPHOLSTERY SEAT	DK GREY DK BLUE – SOLID	BILLIARD-INDIGO PLAT METALLIC	ALUM.	5H16 442A50	400LB WT LIMIT
CH-02	STND. DESK CHAIR	22.4" – 34.6" w x 21" – 23.6" d x 39.3" h	12	MED. HIGH BACK	STEELCASE	GESTURE	UPHOLSTERY	DK BLUE – SOLID	BILLIARD-INDIGO PLAT METALLIC	ALUM.	5H16 442A50	400LB WT LIMIT
CH-03	VISITOR CHAIR	25.75" w x 20.25" d x 31.5" h	6	ARM LESS	STEELCASE	MOVE	PLASTIC BACK & SEAT W/MTL FRAME	DK BLUE	JAZZ – NAVY PLAT METALLIC	ALUM.	4799 6336	STACKABLE & 300LB WT LIMIT
CH-04	EXEC. VISITOR CHAIR	26" w x 31.6" d x 29" h	2	W/ARMS	WEST ELM	MID CENT SHOW WD	UPHOLSTERY W/ WD FRAME	DK BLUE WEAVE PECAN	MIDNIGHT	WOOD	SKU46530334	
DE-01	DESK – HT. ADJ.	36" w x 60" l x 27" – 42" ht	1	SIT TO STAND	STEELCASE	OLOGY	LAM WORKSURFACE ALUM FRAME	VARIG GREY	STORM NOCE PLAT METALLIC	ALUM.	(2HSN)2HSN 4799	
RET-01	DESK RETURN(LEFT) W/ 1 NO. 3 DRAWER PEDESTAL	21" w x 78" l x 27" ht	1	–	STEELCASE	CURRENCY	LAMINATE TOP LAMINATE CABINET	VARIG GREY	STORM NOCE	MDF	(2HSN)2HSN	LOCKABLE LATERAL FILE & LOCKABLE PEDESTAL DRAWERS
HU-01	HUTCH W/OVERHEAD STG	20.5" w x 52" l x 66" ht	1	–	STEELCASE	CURRENCY	LAMINATE TOP LAMINATE CABINET	VARIG GREY	STORM NOCE	MDF	(2HSN)2HSN	
HU-02	HUTCH W/36"w LF & SHELF	20.5" w x 60" l x 66" ht	1	–	STEELCASE	CURRENCY	LAMINATE TOP LAM LAT FILE	VARIG GREY	STORM NOCE	MDF	(2HSN)2HSN	
TBL-01	ROUND	36" dia. x 27" ht	1	PEDESTAL BASE	STEELCASE	MONTARA650	LAMINATE	BLUE	STORM NOCE PLAT METALLIC	MDF & ALUM	(2HSN)2HSN 4799	
TBL-02	RECTANGLE	30" w x 60" l x 27" ht	1	WITH 4 LEGS	STEELCASE	ANSWER FREESTANDING	LAMINATE	VARIG GREY	STORM NOCE PLAT METALLIC	MDF & ALUM	(2HSN)2HSN 4799	
LF-01	4 DRAWER LATERAL FILE	36" w x 20" d x 60" ht	3	INTEGRAL HANDLES	STEELCASE	UNIVERSAL	METAL	DK GREY	MERLE	METAL	7360	
SH-01	OPEN SHELF UNIT	36" w x 12" d x 48" ht	3	ADJUSTABLE	STEELCASE	CURRENCY	LAMINATE	VARIG GREY	STORM NOCE	MDF	(2HSN)2HSN	
WS-01R	WORK STATION(RIGHT RTN) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 60" ht	3	INTEGRAL PANELS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE LAM EXT PANELS FABRIC INT PANELS	DK GREY FRAME VARIG GREY LT GREY EVERYWHERE TEXT	MERLE STORM NOCE RECL AGGREGATE ASH	METAL	7360 (2HSN)2HSN 2UH1 4147/805	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER
WS-01L	WORK STATION(LEFT RTN) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60"w x 60"l x 60"ht	3	INTEGRAL PANELS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE LAM EXT PANELS FABRIC INT PANELS	DK GREY FRAME VARIG GREY LT GREY VARIG LT GREY	MERLE STORM NOCE RECL AGGREGATE ASH	METAL	7360 (2HSN)2HSN 2UH1 4147/805	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER
WS-02R	WORK STATION(RIGHT RTN) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 60" ht	3	INTEGRAL PANELS W/ TEMP GLASS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE LAM & GLASS PANELS FABRIC INT PANELS	DK GREY FRAME VARIG GREY LT GREY VARIG LT GREY	MERLE STORM NOCE RECL AGGREGATE ASH	METAL	7360 (2HSN)2HSN 2UH1 4147/805	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER
WS-02L	WORK STATION(LEFT RTN) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 60" ht	3	INTEGRAL PANELS W/ TEMP GLASS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE LAM & GLASS PANELS FABRIC INT PANELS	DK GREY FRAME VARIG GREY LT GREY VARIG LT GREY	MERLE STORM NOCE RECL AGGREGATE ASH	METAL	7360 (2HSN)2HSN 2UH1 4147/805	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER

SCHEDULES

LICENSED ARCHITECT
CHRISTINA GRINA
C - 28080
STATE OF CALIFORNIA

RWC

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GENERAL ENGINEERING & BUILDING CONTRACTORS
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CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: NA

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

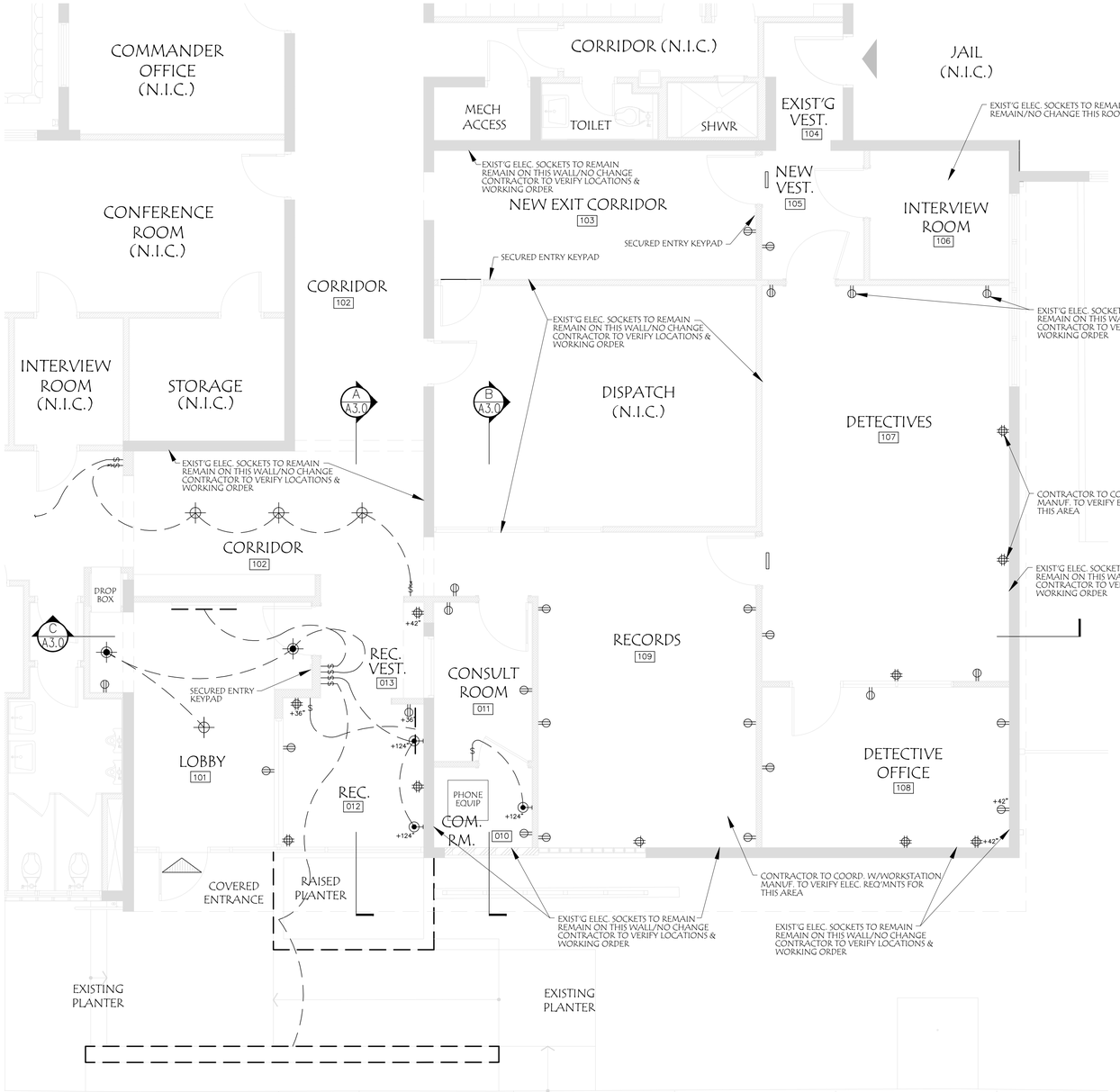
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GENERAL ELECTRICAL NOTES:

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ALL ELECTRICAL AND HVAC WORKS TO BE A SEPARATE CONTRACT.

ELECTRICAL NOTES:

1. PROVIDE ELECTRICAL SYSTEM GROUND PER N.E.C. ART. 210-8.
2. ELECTRICAL OUTLETS SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 210-52.
3. LIGHTING FIXTURES CONTROLLED BY A WALL SWITCH SHALL BE INSTALLED IN ACCORD-ANCE WITH N.E.C. ART. 410-8.
4. SMOKE DETECTORS SHALL BE PERMANENTLY WIRED TO A NON-SWITCHED A.C. CIRCUIT AND SHALL HAVE BATTERY BACK-UP. DETECTORS SHALL BE AUDIBLE.
5. ALL OUTLETS (RECEPTACLES, LIGHTS, ETC.) TO BE "AFCI" (ARC-FAULT CIRCUIT INTERRUPTER) TYPE. TYPICAL IN KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAU-NDRY AREAS, OR SIMILAR ROOMS OR AREAS. (CEC SECTION 210.12).
6. THE DISCHARGE POINT FOR AIR SHALL BE AT LEAST 3 FEET FROM ANY OPENING WHICH ALLOWS AIR ENTRY INTO OCCUPIED PORTIONS OF THE BUILDING PER U.B.C. 1203.3.
7. ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICIENCY LUMINAIRES IN ACCORDANCE WITH THE C.E.C. TABLE 150.0-A.
8. WHERE MORE THAN ONE SMOKE ALARM IS REQUIRED THEY SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL ALARMS IN THE BUILDING.
9. COMBINATION SMOKE ALARMS AND CARBON MONOXIDE ALARMS SHALL BE LISTED AND APPROVED IN ACCORDANCE WITH UL 217 AND UL 2304. CRC R314.1.1
10. SMOKE ALARMS AND CARBON MONOXIDE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING AND SHALL BE EQUIPPED WITH A BATTERY BACK UP. (CRC R314.6, R315.6)



ELECTRICAL LEGEND/LUMINIARE SCHEDULE:

- 110 V SINGLE SWITCH
- 3 110 V TWO WAY SWITCH 3 POLE 2 WAY
- VC 110 V SINGLE SWITCH W/ VACANCY SENSOR
- 110 V DUPLEX OUTLET "AFCI" & TAMPER RESISTANT
- 110 V FOURPLEX OUTLET "AFCI" & TAMPER RESISTANT
- 110 V CEILING MOUNT LIGHT/J-BOX (FIXT. BY OWNER)
- 110 V INTERIOR WALL MOUNT LED
- 110 V RECESSED LED CEILING FIXT. 6" CAN W/TRIM
- 110 V RECESSED LED CEILING FIXT. 4" CAN W/TRIM (MIN. 40 LUMENS P/WATT, 4 BULB PIN TYPE)
- LOW VOLTAGE LED STRIP LIGHT (BACKLIGHTING & ACCENT)
- EMERGENCY EXIT LIGHT
- SD 110 V SMOKE DETECTOR CEILING MOUNT (W/BATT. BACK-UP AS REQ'D)
- CO 110 V CARBON MONOXIDE DETECTOR (W/BATT. BACK-UP AS REQ'D)
- TV CTV TELEVISON OUTLET, SINGLE JACK (LOCAL/SAT.) W/PHONE LEAD
- T PHONE JACK (ONE OR TWO LINE AS NOTED)
- COM. PHONE /COMMUNICATION JACK (HIGH SPEED COMPUTER LINE)

MEP PLAN

NORTH

SCALE: 1/4"= 1'-0"

ELECTRICAL PLAN

LICENSED ARCHITECT
CHRISTINA GRIVA
C - 28080
11/11/23
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: 1/4"=1'-0"

Drawn by: CMG

Date: 11/03/2022

Job # 10504.014

Sheet: A7.0

STRUCTURAL STEEL

1. ALL STRUCTURAL STEEL SHALL CONFORM TO AND BE IDENTIFIED IN ACCORDANCE WITH 2019 CBC SECTION 2202. STEEL FABRICATOR TO BE LICENSED BY THE APPROPRIATE MUNICIPALITY.

2. MATERIAL AND WORKMANSHIP FOR FABRICATION AND ERECTION SHALL CONFORM TO THE LATEST EDITION OF THE "CODE OF STANDARD PRACTICE", PUBLISHED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC).

3. STRUCTURAL STEEL FOR THE FOLLOWING SHAPES INDICATED SHALL CONFORM TO THE FOLLOWING GRADES:

SHAPE	ASTM / GRADE	Fy (ksi)
WIDE FLANGE (W)	A 992	50-65
PLATES, ANGLES AND CHANNELS	A 36	36
RECTANGULAR TUBES	A 500 B	46
ROUND TUBES	A 500 B	42

4. BOLTS OF THE TYPE AND USE INDICATED SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS (U.N.O.):

TYPE	USE	BOLTS
MACHINE BOLTS	AS SPECIFIED	A 307 GRADE A
ANCHOR BOLTS	ANCHORS	A 307 GRADE A
HIGH STRENGTH	AS SPECIFIED	A 325

5. NUTS SHALL CONFORM TO ASTM A 563-88a, HEX GRADE A.

6. ALL WELDING SHALL CONFORM TO THE PROVISIONS OF AWS D1.1-14, 'STRUCTURAL WELDING CODE -STEEL' OF THE AMERICAN WELDING SOCIETY. ELECTRODES SHALL BE TYPE E70-T6, UNLESS NOTED OTHERWISE BY PROJECT STRUCTURAL ENGINEER.

7. ALL WELDING OF STRUCTURAL STEEL SHAPES SHALL BE ELECTRIC-ARC PROCESS BY QUALIFIED AND CERTIFIED WELDERS, IN A FABRICATION SHOP LICENCED BY THE LOCAL BUILDING JURISDICTION. CONTINUOUS DEPUTY INSPECTION REQUIRED FOR FIELD WELDING.

8. ALL WELDING OF REINFORCING STEEL SHALL CONFORM TO THE PROVISIONS OF AWS D1.4-14, "STRUCTURAL WELDING CODE - REINFORCING STEEL".

9. STEEL MEMBERS TO BE GALVANIZED SHALL BE COATED IN ACCORDANCE WITH ASTM A 123 WITH A MINIMUM OF 2.5 OUNCES ZINC PER SQ. FT.

10. SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED FOR REVIEW PRIOR TO FABRICATION.

11. STEEL SHALL BE COATED WITH A SHOP-APPLIED PRIMER. FIELD PAINTING TO BE PROVIDED TO TOUCH UP ANY DAMAGED PAINT ON SHAPES, BOLTS, AND WELDS.

12. HIGH-STRENGTH NON-SHRINK GROUT SHALL BE PLACED IMMEDIATELY AFTER COLUMN IS PLUMBED. CONTRACTOR SHALL NOT LOAD COLUMN ANCHOR BOLTS BEFORE PLACEMENT OF NON-SHRINK GROUT. NON-SHRINK GROUT SHALL BE ICC-APPROVED AND SHALL BE MIXED, PLACED AND CURED IN CONFORMANCE WITH MANUFACTURER'S ICC REPORT.

13. CONCRETE AND BASE PLATE SURFACES SHALL BE CLEAN AND FREE OF OIL, GREASE, DIRT AND LOOSE PARTICLES.

14. FIELD WELDING TO BE DONE BY WELDERS CERTIFIED BY THE LOCAL BUILDING JURISDICTION FOR (STRUCTURAL STEEL AND REINFORCING STEEL.) CONTINUOUS INSPECTION BY A DEPUTY INSPECTOR IS REQUIRED.

15. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED FABRICATOR OR UNDER DEPUTY INSPECTION. A CERTIFICATE SHALL BE GIVEN TO THE BUILDING INSPECTOR AT FRAMING INSPECTION.

REINFORCING STEEL

1. DEFORMED BAR REINFORCEMENT SHALL CONFORM TO THE FOLLOWING GRADES OF ASTM A 615:
   GRADE 40 - #3 AND SMALLER
   GRADE 60 - #4 AND LARGER

2. DETAILS OF REINFORCEMENT SHALL BE IN ACCORDANCE WITH ACI 318, 2019 CBC & OTHER SECTIONS ACCORDING TO APPLICATION.

3. LAPS AT BAR SPLICES IN CONCRETE CONSTRUCTION SHALL BE AS SHOWN ON SHEET SD-1, "CONCRETE LAP SPLICE TABLE", AND NOT LESS THAN 12".

4. LAPS AT BAR SPLICES IN MASONRY CONSTRUCTION SHALL BE AS SHOWN ON SHEET SD-1, "MASONRY LAP SPLICE TABLE", AND NOT LESS THAN 48 db.

5. VERTICAL REINFORCEMENT SHALL BE TIED OR OTHERWISE FIXED IN POSITION AT THE TOP AND BOTTOM AND AT INTERMEDIATE LOCATIONS, SPACED NOT GREATER THAN 192 BAR DIAMETERS (SEE DETAILS FOR OTHER REQ'TS).

6. WALLS, PILASTERS AND COLUMNS SHALL BE DOWELED TO THEIR SUPPORTING FOOTINGS WITH REINFORCEMENT OF THE SAME SIZE, GRADE AND SPACING AS THE VERTICAL REINFORCEMENT IN THE WALLS, PILASTERS, OR COLUMNS (U.N.O.)

7. BAR SUPPORTS SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF "BAR SUPPORT SPECIFICATIONS" AS CONTAINED IN THE LATEST EDITION OF THE "MANUAL OF STANDARD PRACTICE" BY THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI).

8. REINFORCING STEEL DETAILING, BENDING, AND PLACING SHALL BE IN ACCORDANCE WITH THE CRSI "MANUAL OF STANDARD PRACTICE", LATEST EDITION.

9. ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE BEFORE PLACING CONCRETE OR GROUT.

10. WELDING OF CROSSING BARS AND TACK WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED.

11. CONTRACTOR SHALL SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR REVIEW BEFORE FABRICATION AND INSTALLATION

12. WELDING OF ALL REINFORCING STEEL TO STRUCTURAL STEEL SHALL BE LIMITED TO THOSE AREAS SPECIFICALLY SHOWN ON THE PLANS. ANY OTHER WELDING SHALL REQUIRE THE APPROVAL OF THE GOVERNING AGENCY, FIELD INSPECTOR, AND STRUCTURAL ENGINEER.

13. FLARE GROOVE WELDS SHALL, IN ADDITION, TO ALL SPECIFICATIONS LISTED ABOVE COMPLY WITH THE REQUIREMENTS OF THE THIRTEENTH EDITION OF THE "MANUAL OF STEEL CONSTRUCTION - ALLOWABLE STRESS DESIGN" AS PUBLISHED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.

REINFORCED CONCRETE

1. THE MINIMUM 28-DAY CYLINDER STRENGTH SHALL BE PER 2019 CBC SECTION 1904.1, AS FOLLOWS, (U.N.O.).

CONCRETE ELEMENT	$f'c$
SLAB ON GRADE	2500 PSI
STEM WALL AND SPREAD FOOTINGS	2500 PSI
RETAINING WALLS AND STRUCTIURAL WALLS	3000 PSI
TOPPING SLAB	4000 PSI
PILES	4000 PSI
GRADE BEAMS	4000 PSI

ALL CONCRETE REQUIRED TO BE GREATER THAN 2500 PSI SHALL HAVE SPECIAL INSPECTION PER 2019 CBC

2. PORTLAND CEMENT SHALL CONFORM TO ASTM C 150, TYPE I OR II.

3. AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C 33 AND SHALL BE AS DEFINED IN ACI 318 SECTION 3.3. "A" AGGREGATES FOR LIGHT WEIGHT CONCRETE SHALL CONFORM TO ASTM C 330. STRUCTURAL LIGHT WEIGHT CONCRETE SHALL HAVE A DENSITY RANGE OF 110 TO 115 PCF.

4. ADMIXTURES PER ACI 318 SECTION 3.6 MAY BE USED WITH PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.

5. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C 94 - MIXING & PLACING OF CONCRETE.

6. MINIMUM CONCRETE COVER (IN INCHES) FOR REINFORCING STEEL IN NONPRESTRESSED CAST-IN-PLACE CONCRETE SHALL BE AS FOLLOWS:

LOCATION	MIN. COVER (IN.)
A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3
B. FORMED SURFACES EXPOSED TO EARTH OR WEATHER:	
#6 THROUGH #18 BARS	2
#5 BARS, 5/8 INCH WIRE, AND SMALLER	1 1/2
C. NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:	
#14 AND #18 BARS	1 1/2
#11 AND SMALLER (SLABS, WALLS, JOISTS):	3/4
PRIMARY REINFORCEMENT, STIRRUPS, TIES OR SPIRALS (BEAMS, GIRDERS, COLUMNS)	1 1/2

7. SLEEVES, PIPES AND CONDUITS SHALL NOT BE PLACED THROUGH CONTINUOUS OR SPREAD FOOTINGS, GRADE BEAMS, PILE CAPS OR TIE BEAMS UNLESS SHOWN IN APPROVED BY STRUCTURAL ENGINEER AND SHOWN IN STRUCTURAL DETAILS.

8. ALL SLEEVES THROUGH BEAMS, GIRDERS AND FOUNDATION WALLS SHALL BE INSTALLED AND SECURED IN POSITION PRIOR TO PLACING CONCRETE. EXCEPT AS SHOWN ON STRUCTURAL DRAWINGS, SLEEVING SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ARCHITECT AND STRUCTURAL ENGINEER.

9. CONDUIT SHALL NOT BE PLACED IN ANY CONCRETE SLAB LESS THAN 3- 1/2 " THICK. IF CONDUIT IS PLACED IN CONCRETE SLAB, ITS OUTSIDE DIAMETER SHALL NOT BE GREATER THAN ONE THIRD OF THE SLAB THICKNESS.

10. ALL EXPOSED CORNERS SHALL BE CHAMFERED 3/4 INCH (U.N.O.)

11. FRAMING CONTRACTOR TO VERIFY LOCATION OF HOLDOWNS PRIOR TO POURING OF CONCRETE FOUNDATIONS.

12. REFER TO ARCHITECTURAL DRAWINGS FOR MOLDS, GROOVES, ORNAMENTS, CLIPS, OR GROUNDS REQUIRED TO BE CAST IN THE CONCRETE AND FOR EXTENT OF DEPRESSIONS, CURBS, AND RAMPS.

13. ALL VERTICAL SURFACES OF CONCRETE ABOVE FINISHED GRADE SHALL BE FORMED.

14. REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS DUE TO ARCHITECTURAL C.I.P. CONCRETE.

15. SLAB ON GRADE IS NOT DESIGNED AS A STRUCTURAL DIAPHRAGM (U.N.O.).

16. ☐ ALL FOUNDATION CONSTRUCTION SHALL FOLLOW RECOMMENDATIONS FOUND IN THE PROJECT SOILS REPORT BY WORKMAN GEOTECHNICAL ENGINEERING & CONSULTING.

-OR-

☒ NO SOILS REPORT PROVIDED FOR THIS PROJECT. MINIMUM SOILS DESIGN VALUES SHALL BE PER CBC TABLE 1804.2 ASBP = 1,500 psf.

SOILS DESIGN VALUES ARE SUMMARIZED HERE ON, IN THE "SOILS" NOTES SECTION.

SOILS

1. DESIGN VALUES TO BE PER CBC TABLE 1804.2

SOILS VALUES (SEE PG. 6 OF REPORT):	
ALLOWABLE BEARING CAPACITY	1,500 PSF

WOOD

1. SAWN LUMBER SHALL BE DOUGLAS FIR- LARCH CONFORMING TO THE 2019 CBC SECTION 2303 AND AFPA/AWC NDS-2018 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (AND SUPPLEMENT) REVISED 2018, AND SHALL BE GRADE MARKED BY EITHER WCLIB OR WWPA.

2. SAWN STRUCTURAL FRAMING MEMBERS SHALL BE AS FOLLOWS (U.N.O):

MEMBERS	GRADE
2x WALL STUDS @ 16"	D.F. #2
2x FLOOR JOISTS & ROOF RAFTERS	D.F. #1
BEAMS & HEADERS (4x, 6x, 8x)	D.F. #1
POSTS (4x, 6x, 8x)	D.F. #1

3. ALL SILL PLATES BEARING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR.

4. ALL SILLS PLATES BEARING ON CONCRETE OR MASONRY SHALL HAVE ANCHOR BOLTS PER SHEARWALL SCHEDULE. ELSEWHERE, INSTALL 5/8" x 12" LONG L-BOLTS (9" MIN. EMBEDMENT INTO FTG.) PLACED WITHIN 12" MAX. (4-1/2" MIN.) FROM EACH END OR SPLICE, WITH 48" MAX. SPACING, MIN. 2 ANCHOR BOLTS PER EACH PANEL.

5. SILL PLATES OF INTERIOR, NON-BEARING, NON-SHEAR WALLS MAY BE FASTENED TO A CONCRETE SLAB USING HILTI "X-ZF72" LOW VELOCITY POWDER-ACTUATED FASTENERS (ICC-ESR-1663). CONCRETE SLAB IS TO BE NORMAL WEIGHT CONCRETE AND CURED AT LEAST 7 DAYS. PLACE FASTENERS 6" FROM ENDS OF SILL AND AT 36" (MAX.) SPACING BETWEEN.

6. ORIENTED STRAND BOARD AND PLYWOOD SHEATHING SHALL CONFORM TO: U.S. PRODUCT STANDARDS PS1-09 OR PS2-10, APA PERFORMANCE STANDARD PRP 108, AND 2019 CBC 2303.1.5 U.N.O., THE MINIMUM GRADES AND SPAN INDEXES SHALL BE AS FOLLOWS:

USE	MIN. GRADE	SPAN RATING
ROOF SHEATHING	APA RATED SHEATHING, EXP. I	24" MIN
FLOOR SHEATHING	APA-RATED STURDI-FLOOR T&G	24" MIN.
WALL SHEATHING	PER SHEARWALL SCHEDULE, MIN. APA RATED SHEATHING, EXP. I	(N/A)

7. GLUED LAMINATED TIMBERS SHALL BE FABRICATED IN ACCORDANCE WITH ANSI/AITC A190.1-2052 "STRUCTURAL GLUED LAMINATED TIMBER', AITC 117 OR APA-EWS 117, AND ASTM D3737-89a. EXTERIOR GLUE TO BE USED WITH INTENDED DRY USE CONDITION PER 2015 NDS SECT 5.1.4.1. COMBINATIONS AND USES SHALL BE AS FOLLOWS:

KEY	COMBINATION NO.	USE
24F-V4	EWS 24F-V4 DF/DF	SIMPLE SPAN
24F-V8	EWS 24F-V8 DF/DF	CONTINUOUS & CANTILEVERS

8. FOR STRUCTURAL GLUE-LAMINATED TIMBER MEMBERS, AN AITC CERTIFICATION OF CONFORMANCE OR A CERTIFICATE OF CONFORMANCE ISSUED BY A CURRENT ICBO APPROVED QUALITY CONTROL AGENCY, MUST BE SUBMITTED TO THE BUILDING INSPECTOR PRIOR TO INSTALLATION. THE MAXIMUM MOISTURE CONTENT OF THE LAMINATIONS AT TIME OF MANUFACTURE SHALL NOT EXCEED 16% FOR DRY CONDITIONS OF USE.

9. LVL, PSL, AND LSL ENGINEERED WOOD MEMBERS SHALL BE PER TRUSJOIST MACMILLAN & ICC-ESR-1387. MICROLLAMS, PARALLAMS, AND TIMBERSTRAND RESPECTIVELY. ALTERNATE MUST BE ICC-APPROVED AND REVIEWED BY STRUCTURAL ENGINEER.

10. WOOD I-JOISTS SHALL BE IN COMPLIANCE WITH THE FOLLOWING STANDARDS:

I-JOIST MANUF.	STANDARDS
TRUS-JOIST MACMILLAN	ICC-ESR-1387 (TJI, TJI/PRO MEMBERS)
ALL OTHERS	ASTM D5055, APA FORM QM-3005

11. FRAMING ANCHORS, POST CAPS, COLUMN BASES, AND OTHER CONNECTORS SPECIFIED ON DRAWINGS SHALL BE AS MANUFACTURED BY 'SIMPSON STRONG-TIE" OR AN ENGINEER-APPROVED EQUAL. ALL CONNECTORS TO BE FULLY NAILED OR BOLTED AS SPECIFIED PER MANUF.

12. BARS AND PLATES SHALL CONFORM TO ASTM A36. BOLTS, UNLEADED BOLTS, WASHERS AND DRIFT BOLTS SHALL CONFORM TO ASTM A 307.

13. NUTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A 563, GRADE A.

14. ALL BOLT HEADS (MACHINE AND LAG) AND NUTS BEARING ON WOOD SHALL HAVE STANDARD CUT WASHERS, U.N.O.

15. MACHINE BOLT (THRU-BOLT) HOLES IN WOOD SHALL BE DRILLED A MINIMUM 1/32" & MAXIMUM 1/16" LARGER THAN THE NOMINAL BOLT DIAMETER

16. LEAD HOLES FOR LAG SCREWS GREATER THAN 3/8" SHALL BE BORED AS FOLLOWS: 40% - 70 % OF THE SHANK DIAMETER AND A LENGTH EQUAL TO AT LEAST THE LENGTH OF THE THREADED PORTION. CLEARANCE HOLES FOR THE SHANK SHALL HAVE THE SAME DIAMETER AS THE SHANK, AND THE SAME DEPTH OF PENETRATION AS THE LENGTH OF UNTHREADED SHANK. LAG SCREWS SHALL BE INSERTED BY TURNING WITH A WRENCH, NOT BY DRIVING WITH A HAMMER.

17. NAILING OF SAWN MEMBERS SHALL CONFORM TO THE 2019 CBC TABLE 2304.10.1 ON SN-2, U.N.O ON THE STRUCTURAL DETAILS.

18. NAILS HOLES SHALL BE PRE-DRILLED WHEN NECESSARY TO PREVENT SPLITTING.

19. CUSTOM STEEL HARDWARE CONNECTORS FOR WOOD OR GLUED LAMINATED TIMBER SHALL BE FABRICATED FROM STEEL CONFORMING TO ASTM A 36. WELDS SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.1-2010.

20. HORIZONTAL DIAPHRAGM NAILING SHALL CONFORM TO 2019 CBC TABLE 2306.2(1) STRUCTURAL PANEL SHEARWALLS SHALL CONFORM TO 2019 CBC TABLE 2306.3(1) NOMENCLATURE IS DEFINED AS FOLLOWS (PER DETAILS):
    BN = BOUNDARY NAILING AT DIAPHRAGM BOUNDARIES, AND AT EDGES OF OPENINGS
    EN = EDGE NAILING, AT CONTINUOUS PANEL EDGES
    FN = FIELD NAILING, AT INTERMEDIATE FRAMING MEMBERS

21. WHERE DIAPHRAGM BLOCKING IS SPECIFIED FOR ROOFS OR FLOORS, USE 2x4 FLAT BLOCKING WITH 'Z' CLIPS, U.N.O.

22. HORIZONTAL SHEATHING SHALL BE CONTINUOUS OVER TWO OR MORE SPANS, AND THE FACE GRAIN (LONG DIRECTION) OF SHEATHING SHALL BE PERPENDICULAR TO SUPPORT MEMBERS.

23. SIMPLE SPAN WOOD MEMBERS, NOT SHOP CAMBERED, SHALL BE ERECTED WITH THE NATURAL CAMBER UP. FOR CANTILEVERED WOOD MEMBERS, CONSULT WITH PROJECT STRUCTURAL ENGINEER.

WOOD CONT.

24. SPECIAL PROVISIONS FOR SHEAR WALLS WITH SHEATHING ON BOTH SIDES (WHERE SPECIFICALLY INDICATED ON PLANS):
    A. SILL PLATE SHALL BE 3x P.T.D.F. MIN.
    B. ALL STUDS AND BLOCKING AT PANEL EDGES SHALL BE 3x MIN.
    C. ALL OTHER INTERMEDIATE STUDS SHALL BE 2x @ 16"
    D. END POSTS (OR COLUMNS) SHALL BE AS SPECIFIED ON THE DRAWINGS.
    E. BOTH VERTICAL AND HORIZONTAL INTERIOR PANEL JOINTS ON OPPOSITE SIDES OF THE WALL SHALL BE STAGGERED.
    F. THE SHEATHING ON THE FIRST SIDE MUST BE NAILED BEFORE THE FRAMING INSPECTION. THE SHEATHING ON THE OTHER SIDE MUST BE INSTALLED AND INSPECTED PRIOR TO INSTALLATION OF WALL SURFACE COVERING.
    G. NO PENETRATIONS OR NOTCHES ARE PERMITTED OTHER THAN THOSE SHOWN ON THE STRUCTURAL DRAWINGS.

25. PROVIDE DOUBLE 2x STUDS TO SUPPORT ALL BEAMS, UNLESS POSTS ARE SPECIFIED ON THE PLANS.

26. DOUBLE BLOCK UNDER ALL POSTS. DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS, UNLESS OTHERWISE SPECIFIED.

27. TOP PLATES OF ALL WOOD STUD WALLS SHALL BE 2-2x (SAME WIDTH AS STUDS), LAP 48" (MIN.), WITH AT LEAST 12-16d NAILS AT EACH SIDE OF LAP AND NOT MORE THAN 6" BETWEEN NAILS (SEE PLANS IF STRAPS ARE REQUIRED).

28. NOTCHING OF BEAMS OR JOISTS SHALL BE PERMITTED ONLY PER 2015 NDS SECTION 3.2.3.2, DETAILED AND APPROVED BY THE ENGINEER. HOLES DRILLED IN JOISTS SHALL NOT BE WITHIN 2 INCHES OF THE TOP OR BOTTOM OF THE JOIST, AND THE DIAMETER SHALL NOT EXCEED ONE THIRD THE DEPTH OF THE JOIST.

29. MOISTURE CONTENT OF SAWN LUMBER AT TIME OF PLACEMENT SHALL NOT EXCEED 19%

30. DIAPHRAGM SHEATHING NAILS OR OTHER APPROVED SHEATHING CONNECTORS SHALL BE DRIVEN SO THAT THEIR HEAD OR CROWN IS FLUSH WITH THE SURFACE OF THE SHEATHING.

31. ALL FASTENERS IN PRESERVATIVE-TREATED & FIRE-RETARDANT-TREATED WOOD SHALL BE OF HOT DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER. THE COATING WEIGHTS FOR ZINC-COATED FASTENERS SHALL BE IN ACCORDANCE WITH ASTM A 153. FASTENERS OTHER THAN NAILS, TIMBER RIVETS, WOOD SCREWS AND LAG SCREWS SHALL BE PERMITTED TO BE OF MECHANICALLY DEPOSITED ZINC COATED STEEL WITH COATING WEIGHTS IN ACCORDANCE WITH ASTM B 695, CLASS 55 MINIMUM.

32. ROOF DIAPHRAGM NAILING TO BE INSPECTED BEFORE COVERING. FACE GRAIN OF PLYWOOD SHALL BE PERPENDICULAR TO SUPPORTS. FLOOR SHALL HAVE TONGUE AND GROOVE OR BLOCKED PANEL EDGES. PLYWOOD SPANS SHALL CONFORM TO 2015 NDS & 2016 CBC REQUIREMENTS.

33. ALL DIAPHRAGM AND SHEAR WALL NAILING SHALL UTILIZE COMMON NAILS OR GALVANIZED BOX.

FIRE PROOFING

1. PROVIDE A CLASS A ROOF COVERING FOR ALL BUILDINGS.

2. ALL VALLEY FLASHINGS SHALL BE NOT LESS THAN 0.019 (0.48 mm) (NO. 26 GALVANIZED SHEET GAGE) CORROSION-RESISTANT METAL INSTALLED OVER A MINIMUM 36 INCH-WIDE (914 mm) UNDERLAYMENT CONSISTINT OF ONE LAYER NO. 72 ASTM CAP SHEET RUNNING THE FULL LENGTH OF THE VALLEY. (705A.3)

3. ROOF GUTTERS SHALL BE PROVIDED WITH THE MEANS TO PREVENT THE ACCUMULATION OF LEAVES AND DEBRIS IN THE GUTTER. (705A.4)

4. ROOF VENTS SHALL RESIST THE INTRUSION OF FLAME AND EMBERS INTO THE ATTIC AREA OF THE STRUCTURE, OR SHALL BE PROTECTED BY CORROSION-RESISTANT, NONCOMBUSTIBLE WIRE MESH WITH 1/4-INCH (6mm) OPENINGS OR ITS EQUIVALENT. VENTS SHALL NOT BE INSTALLED IN EAVES AND CORNICES. (706A.1, 706A.2, 706A.3, 7207.3)

5. EAVES AND SOFFITS SHALL MEET THE REQUIREMENTS OF SFM 12-7A-3 OR SHALL BE PROTECTED BY IGNITION-RESISTANT MATERIALS OR NONCOMBUSTABLE CONSTRUCTION ON THE EXPOSED UNDERSIDE. (707A.5.5)

6. EXTERIOR WALLS SHALL BE APPROVED NONCOMBUSTIBLE OR IGINITION-RESISTANT MATERIAL, HEAVY TIMBER OR LOG WALL CONSTRUCTION OR SHALL PROVIDE PROTECTION FROM THE INTRUSION OF FLAMES AND EMBERS IN ACCORDANCE WITH STANDARD SFM 12-7A-1 (704A.3.1)

7. EXTERIOR WALL COVERINGS SHALL EXTEND FROM THE TOP OF FOUNDATION TO THE ROOF, AND TERMINATE 2-INCH (50.8 mm) NOMINAL SOLID WOOD BLOCKING BETWEEN RAFTERSAT ALL ROOF OVERHANGS, OR IN CASE OF ENCLOSED EAVES, TERMINATE AT THE ENCLOSURE. (704A.3.1)

8. EXTERIOR WINDOWS, WINDOW WALLS, GLAZE DOORS, AND GLAZED OPENINGS WITHIN EXTERIOR DOORS SHALL BE INSULATING-GLASS UNITS WITH A MINIMUM OF ONE TEMPERED PANE, OR GLASS BLOCK UNITS, OR HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 20 MINUTES WHEN TESTED ACCORDING TO ASTM E 2010, OR CONFORM TO THE PERFORMANCE REQUIREMENTS OF SFM 12-7A-2 (708A.2.1)

9. EXTERIOR DOOR ASSEMBLIES SHALL CONFORM TO THE PERFORMANCE REQUIREMENTS OF STANDARD SFM 12-7A-1 OR SHALL BE APPROVED NONCOMBUSTIBLE CONSTRUCTION, OR SOLID CORE WOOD HAVING STILES AND RAILS NOT LESS THAN 1 3/8 INCHES THICK WITH INTERIOR FIELD PANEL THICKNESS NO LESS THAN 1 1/4 INCHES THICK, OR SHALL HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 20 MINUTES WHEN TESTED ACCORDING TO ASTM E 2074. (EXCEPTION: NONCOMBUSTIBLE OR EXTERIOR FIRE RETARDANT TREATED WOOD VEHICLE ACCESS DOORS) (708A.3)

10. DECKING, SURFACES, STAIR TREADS, RISERS, AND LANDINGS OF DECKS, PORCHES, AND BALCONIES WHERE ANY PORTION OF SUCH SURFACE IS WITHIN 10 FEET (304.8 mm) OF THE PRIMARY STRUCTURE SHALL BE CONSTRUCTED OF HEAVY TIMBER, NON-COMBUSTIBLE OR OTHER APPROVED MATERIALS PER SEC. 709A.3.

11. THE UNDERSIDE OF CANTILEVERED AND OVERHANGING APPENDAGES AND FLOOR PROJECTIONS SHALL MAINTAIN THE IGNITION-RESISTANT INTEGRITY OF THE EXTERIOR WALLS, OR THE PROJECTION SHALL BE ENCLOSED TO THE GRADE. (707A.8)

GENERAL NOTES

1. ALL CONSTRUCTION, INCLUDING MATERIAL AND WORKMANSHIP, SHALL CONFORM TO THE PROVISIONS OF THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE (CBC), WITH THE GOVERNING AGENCY AMENDMENTS AND STANDARDS REFERENCED THEREIN. WHEREVER CODE OR IBC IS REFERENCED IN THE FOLLOWING GENERAL NOTES OR OTHER NOTE SECTIONS, IT SHALL IMPLY THE IBC REFERENCED ABOVE. ALL PROJECTS LOCATED IN THE STATE OF CALIFORNIA SHALL CONFORM TO THE 2019 CALIFORNIA BUILDING CODE (CBC) AND REFER TO THE CBC IN LIEU OF THE AFOREMENTIONED CBC.

2. ALL ASTM STANDARDS LISTED HEREIN SHALL BE AS REFERENCED IN THE LATEST ISSUE OF THE ANNUAL BOOK OF STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).

3. THE CONTRACTORS SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS PRIOR TO STARTING WORK. THE ARCHITECT AND STRUCTURAL ENGINEER SHALL IMMEDIATELY BE NOTIFIED IN WRITING OF DISCREPANCIES.

4. ALL OMISSIONS AND/OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER, ARCHITECT, AND FIELD INSPECTOR. THE ARCHITECT OR STRUCTURAL ENGINEER SHALL PROVIDE A SOLUTION PRIOR TO PROCEEDING WITH ANY WORK AFFECTED BY THE CONFLICT OR OMISSION.

5. IN CASE OF CONFLICT, NOTES AND DETAILS OF THESE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES AND/OR STANDARD DETAILS SHOWN ON SHEET SD-1. TYPICAL DETAILS SHALL BE USED WHENEVER APPLICABLE.

6. IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF THE WORK, THE CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR WORK.

7. WORKING DIMENSIONS SHALL NOT BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THESE STRUCTURAL DRAWINGS.

8. THE CONTRACTORS SHALL PROVIDE AND MAINTAIN ADEQUATE SHORING AND BRACING AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION.

9. PIPES, DUCTS, SLEEVES, OPENINGS, POCKETS, BLOCK-OUTS, etc. SHALL NOT BE PLACED IN SLABS, BEAMS, GIRDERS, COLUMNS, WALLS, FOUNDATIONS, etc. NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR SUCH ITEMS, UNLESS SPECIFICALLY DETAILED ON THESE STRUCTURAL DRAWINGS. IF ANY PIPES, DUCTS, CONDUIT, etc. ARE PLACED THAT ARE NOT SHOWN ON THESE STRUCTURAL DRAWINGS, THE ARCHITECT AND STRUCTURAL ENGINEER SHALL BE NOTIFIED (SEE PARAGRAPH 4 ABOVE).

10. ANCHOR BOLTS OR INSERTS FOR EQUIPMENT ANCHORAGE OR INSTALLATION SHALL BE DESIGNED FOR SEISMIC ZONE E BY A CIVIL ENGINEER OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA AND SHALL BE IDENTIFIED ON THE MECHANICAL OR ELECTRICAL SHOP DRAWINGS.

11. THE CONTRACTORS SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTORS SHALL DEFEND, INDEMNIFY, AND HOLD THE STRUCTURAL ENGINEER FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE STRUCTURAL ENGINEER.

12. IF THE CONTRACTOR PROPOSES ANY SUBSTITUTION, NEW CALCULATIONS AND DETAILS MAY HAVE TO BE PREPARED, EXISTING DETAILS MAY HAVE TO BE ALTERED, AND NEW DRAWINGS MAY HAVE TO BE SUBMITTED TO THE BUILDING DEPT. THE CONTRACTOR SHALL PAY THE STRUCTURAL ENGINEER'S FEES TO ALTER THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO PROCESS THE REVISED PLANS REFLECTING ALL SUBSTITUTIONS THROUGH THE APPROPRIATE OFFICE OF ALL GOVERNING AGENCIES.

13. CONTRACTORS RESPONSIBLE FOR THE CONSTRUCTION OF A WIND OR SEISMIC FORCE RESISTING SYSTEM/COMPONENT LISTED IN THE "STATEMENT OF SPECIAL INSPECTION" SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE LOCAL BUILDING JURISDICTION INSPECTORS AND THE OWNER PRIOR TO THE COMMENCEMENT OF THE WORK ON SUCH SYSTEM OR COMPONENT PER SEC 1709.1.

14. CONTINUOUS SPECIAL INSPECTION BY A REGISTERED DEPUTY INSPECTOR IS REQUIRED FOR FIELD WELDING, CONCRETE STRENGTH $f'c > 2500$ psi, HIGH STRENGTH BOLTING, SPRAYED ON FIREPROOFING,ENGINEERED MASONRY, HIGH LIFT GROUTING,PRE-STRESSED CONCRETE, HIGH LOAD DIAPHRAGMS AND SPECIAL MOMENT-RESISTING CONCRETE FRAMES.(1704 & CHAP. 19, 21 & 22)

15. PERIODIC SPECIAL INSPECTION IS REQUIRED FOR WOOD SHEAR WALLS, SHEAR PANELS, AND DIAPHRAGMS, INCLUDING NAILING, BOLTING, ANCHORING, AND OTHER FASTENING TO COMPONENTS OF THE SEISMIC FORCE RESISTING SYSTEM. SPECIAL INSPECTION BY A DEPUTY INSPECTOR IS REQUIRED WHERE THE FASTENER SPACING OF THE SHEATHING IS 4 INCHES ON CENTER OR LESS. (1707.12.2)

16. A COPY OF ICC-ES-ESR REPORT AND/OR CONDITIONS OF LISTING SHALL BE AT THE JOB SITE.

INDEX OF SHEETS

SN-1	STRUCTURAL NOTES
SN-2	STRUCTURAL NOTES
S-1	FOUNDATION PLAN
SD-1	STRUCTURAL DETAILS

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TOEDTER
No. SE 2991
Exp. 6-30-24
STRUCTURAL
STATE OF CALIFORNIA
Randy Toedter

RWC

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CONSULTANT:

PROJECT: SANTA PAULA POLICE STATION RENOVATION

CLIENT: CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: NA

Drawn by: BDM

Date: 10/6/2022

Job # 10504.014

Sheet: SN-1

STRUCTURAL OBSERVATION PROGRAM:

STRUCTURAL OBSERVATION SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 1704.6 OF THE CALIFORNIA BUILDING CODE (2019) FOR THIS PROJECT. STRUCTURAL OBSERVATION MEANS VISUAL OBSERVATION OF THE STRUCTURAL SYSTEM FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS AT SIGNIFICANT CONSTRUCTION STAGES AND AT THE COMPLETION OF THE STRUCTURAL SYSTEM.

NAME OF THE PERSON RESPONSIBLE TO PERFORM THE REQUIRED STRUCTURAL OBSERVATIONS:

NAME: RANDY TOEDTER
TITLE: ENGINEERING MANAGER
LICENSE OR REGISTRATION NO.: SE 2991
ADDRESS: 216 N. 8TH STREET, SANTA PAULA, CA 93060
PHONE NO.: (805) 671-9811

STRUCTURAL OBSERVATION REQUIREMENTS:

1. PRE-CONSTRUCTION MEETING PRIOR TO CONSTRUCTION COMMENCEMENT. THE STRUCTURAL OBSERVER, AS OWNER'S REPRESENTATIVE, SHALL ATTEND THE SITE PRE-CONSTRUCTION MEETING. A PORTION OF THE MEETING WILL BE DEDICATED TFOR THE STRUCTURAL OBSERVER TO IDENTIFY THE MAJOR STRUCTURAL ELEMENTS AND CONNECTIONS THAT AFFECT VERTICAL AND LATERAL LOAD SYSTEMS OF THE STRUCTURE, AND OUTLINE THE SCHEDULE FOR STRUCTURAL OBSERVATIONS. WORK AFFECTED BY THE CONFLICT OR OMISSION.

   THOSE REQUIRED TO ATTEND THE PRE-CONSTRUCTION MEETING INCLUDE:
   a. OWNER OR OWNER'S REPRESENTATIVE;
   b. ENGINEER OR ARCHITECT RESPONSIBLE FOR STRUCTURAL DESIGN;
   C. STRUCTURAL OBSERVER;
   d. GENERAL CONTRACTOR;
   e. AFFECTED SUBCONTRACTORS;
   f. SPECIAL INSPECTOR;
   g. BUILDING INSPECTOR

2. STRUCTURAL ELEMENTS REQUIRING OBSERVATION: THE FOLLOWING STRUCTURAL ELEMENTS WILL REQUIRE STRUCTURAL OBSERVATION:

ELEMENT	ITEMS TO BE OBSERVED
☒ FOUNDATIONS	SIZE, GRADE, & PLACEMENT OF REINFORCEMENT, ANCHOR BOLT SIZE & SPACING AND HOLD-DOWN ANCHOR SIZE & LOCATION.
☐ PILES AND GRADE BEAMS	SIZE, GRADE, & PLACEMENT OF REINFORCEMENT, AND STRENGTH OF CONCRETE MIX
☐ SHEARWALLS (WOOD)	PANEL THICKNESS & LENGTH, NAIL SIZE & SPACING, ANCHOR BOLT WASHERS, HOLD-DOWN ANCHORS AND SHEAR TRANSFER ELEMENTS
☐ RETAINING WALL	SIZE, GRADE, & PLACEMENT OF REINFORCEMENT, AND STRENGTH OF CONCRETE MIX
☐ STRUCTURAL STEEL	CANTILEVER COLUMN AND STEEL BENT
☐ DIAPHRAGMS AND DRAG TIES	PANEL THICKNESS, NAIL SIZE AND SPACING AND STRAP TYPE, LENGTH & NAILING
☐ SHEAR TRANSFER CONNECTIONS	NAIL SIZE & SPACING, BLOCKING ARRANGEMENTS AND MANUFACTURE HARDWARE TYPE & SPACING
☐ VERTICAL LOAD SUPPORTING ELEMENTS	BEAMS, CONNECTIONS, HARDWARE AND COLUMNS
☐ OTHER	_____

3. WRITTEN VERIFICATION OF STRUCTURAL OBSERVATION – THE STRUCTURAL OBSERVER SHALL PREPARE A REPORT FOR EACH STAGE OF CONSTRUCTION OBSERVED. OBSERVED DEFICIENCIES SHALL BE CLEARLY NOTED ON THE REPORT AND ALL REMEDIAL ACTION REQUIRED TO CORRECT THE CONDITION SHALL BE ATTACHED THERETO. REMEDIAL WORK MAY REQUIRE REVIEW AND APPROVAL BY THE BUILDING DEPARTMENT. AFTER THE REMEDIAL WORK IS COMPLETE THE STRUCTURAL OBSERVER SHALL INDICATE THAT THE WORK WAS COMPLETED TO THE SATISFACTION OF THE STRUCTURAL OBSERVER.

   COPIES OF ALL STRUCURAL OBSERVATION FORMS SHALL BE SUBMITTED TO THE FOLLOWING:
   a. OWNER OR OWNER'S REPRESENTATIVE;
   b. ENGINEER OR ARCHITECT RESPONSIBLE FOR STRUCTURAL DESIGN;
   C. BUILDING INSPECTOR (ORIGINAL WITH WET SIGNATURE);
   d. GENERAL CONTRACTOR;
   e. SPECIAL INSPECTOR

4. NO BUILDING & SAFETY DIVISION INSPECTIONS WILL BE PERFORMED PRIOR TO SUBMITTAL OF THE STRUCTURAL OBSERVATION REPORT FOR THAT STAGE OF CONSTRUCTION.

5. STRUCTURAL OBSERVATION DOES NOT WAIVE THE REQUIREMENT FOR THE SPECIAL INSPECTIONS OR BUILDING & SAFETY DIVISION INSPECTIONS AS REQUIRED IN THE BUILDING CODE.

EARTHQUAKE DESIGN DATA

	MAIN RESIDENCE
SEISMIC IMPORTANCE FACTOR (I)	1.5
MAPPED SPECTRAL RESPONSE ACCEL'S (Ss & S1)	1.967 g & 0.752 g
SITE CLASS	D
SPECTRAL RESPONSE COEFFICIENTS (SAs & SA1)	1.574 g & 0.852 g
SEISMIC RISK CATEGORY	IV
SEISMIC DESIGN CATEGORY	F

WIND DESIGN DATA

	MAIN RESIDENCE
ULTIMATE DESIGN WIND SPEED	95 MPH
RISK CATEGORY	II
WIND EXPOSURE	C

FASTENING SCHEDULE (TABLE 2304.10.1, 2019 CBC)

	ELEMENT / CONNECTION ON	FASTENING	LOCATION
		WOOD	
1.	BLOCKING BETWEEN CEILING JOISTS, RAFTERS, OR TRUSSES TO TOP PLATE OR OTHER FRAMING BELOW	5 - 8d COMMON (2½" X 0.131") 5 - 10d BOX (3"x0.128") 5 - 3"x 0.131" NAILS 5 - 3" 14 GAGE STAPLES, 7/16" CROWN	TOENAIL EACH END
	BLOCKING BETWEEN RAFTERS OR TRUSSES NOT AT THE WALL TOP PLATE, TO RAFTER OR TRUSS	2 - 8d COMMON (2½" X0.131") 2 - 3" 14 GAGE STAPLES 2 - 3"x 0.131" NAILS 2 - 16d COMMON (3 ½" x0.162") 3 - 10d BOX NAILS 3 - 3" 14 GAGE STAPLES	TOENAIL EACH END
	FLAT BLOCKING TO TRUSS AND WEB FILLER	2 - 16d COMMON (3½" X 0.162") @ 6" O.C. 5 - 3"x 0.131" NAILS 5 - 3" 14 GAGE STAPLES	END NAIL
2.	CEILING JOIST TO TOP PLATE	5 - 8d COMMON (2½" X 0.131") 5 - 10d BOX (3"x0.128") 5 - 3"x 0.131" NAILS 5 - 3" 14 GAGE STAPLES, 7/16" CROWN	TOENAIL EACH END
3.	CEILING JOIST NOT ATTACHED TO PARALLEL RAFTER, LAPS OVER PARTITIONS (NO CONTINUOUS TIE) (SEE SECTION 2308.7.5.1)	4 - 16d COMMON 4 - 10d BOX 4 - 3"x 0.131" NAILS 5 - 3" 14 GAGE STAPLES, 7/16" CROWN	FACE NAIL
4.	CEILING JOIST ATTACHED TO PARALLEL ROOF RAFTER (HEEL JOINT) (TABLE AND SECTION 2308.7.5.1)	TABLE 2308.7.5.1	FACE NAIL
5.	COLLAR TIE TO RAFTER	5 - 10d COMMON 4 - 10d BOX 4 - 3"x 0.131" NAILS 5 - 3" 14 GAGE STAPLES, 7/16" CROWN	FACE NAIL
6.	RAFTER OR ROOF TRUSS TO TOP PLATE (TABLE AND SECTION 2308.7.5)	5 - 10d COMMON 5 - 16d BOX 4 - 10d BOX 4 - 3"x 0.131" NAILS 5 - 3" 14 GAGE STAPLES, 7/16" CROWN	TOENAIL[c]
7.	ROOF RAFTERS TO RIDGE VALLEY OR HIP RAFTER TO 2" RIDGE BEAM	2 - 16d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	END NAIL
		WALL	
8.	STUD TO STUD (NOT AT BRACED WALL PANELS)	16d COMMON	24" O.C. FACE NAIL
		10d BOX 3"x 0.131" NAILS 3" 14 GAGE STAPLES, 7/16" CROWN	16" O.C. FACE NAIL
9.	STUD TO STUD AND ABUTTING STUDS AT INTERSECTING WALL CORNERS (AT BRACED WALL PANELS)	16d COMMON	16" O.C. FACE NAIL
		16d COMMON	12" O.C. FACE NAIL
		3"x 0.131" NAILS 3" 14 GAGE STAPLES, 7/16" CROWN	12" O.C. FACE NAIL
10.	BUILT UP HEADER	16d COMMON	16" O.C. EACH EDGE, FACE NAIL
		16d BOX	12" O.C. EACH EDGE, FACE NAIL
11.	CONTINUOUS HEADER TO STUD	4 - 8d COMMON 4 - 10d BOX	TOENAIL
12.	TOP PLATE TO TOP PLATE	16d COMMON	16" O.C. FACE NAIL
		10d BOX 3"x 0.131" NAILS 3" 14 GAGE STAPLES, 7/16" CROWN	16" O.C. FACE NAIL
13.	TOP PLATE TO TOP PLATE AT END JOINTS	8 - 16d COMMON 12 - 10d BOX 12 - 3"x 0.131" NAILS 12 - 3" 14 GAGE STAPLES, 7/16" CROWN	EACH SIDE OF END JOINT, FACE NAIL (MIN. 24" LAP SPLICE LENGTH EACH SIDE OF END JOINT
14.	BOTTOM PLATE TO JOIST, RIM JOIST, BAND JOIST OR BLOCKING (NOT AT BRACED WALL PANELS)	16d COMMON	16" O.C. FACE NAIL
		16d BOX 3"x 0.131" NAILS 3" 14 GAGE STAPLES, 7/16" CROWN	12" O.C. FACE NAIL
15.	BOTTOM PLATE TO JOIST, RIM JOIST, BAND JOIST OR BLOCKING AT BRACED WALL PANELS	2 - 16d COMMON 3 - 16d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	16" O.C. FACE NAIL
16.	STUD TO TOP OR BOTTOM PLATE	4 - 8d COMMON 4 - 10d BOX 4 - 3"x 0.131" NAILS 4 - 3" 14 GAGE STAPLES, 7/16" CROWN	TOENAIL
		2 - 16d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	END NAIL
17.	TOP OR BOTTOM PLATE TO STUD	2 - 16d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	END NAIL
18.	TOP PLATES, LAPS AT CORNERS AND INTERSECTION	2 - 16d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	FACE NAIL
19.	1" BRACE TO EACH STUD AND PLATE	2 - 8d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	FACE NAIL
20.	1"x6" SHEATHING TO EACH BEARING	2 - 8d COMMON 2 - 10d BOX	FACE NAIL
21.	1"x8" AND WIDER SHEATHING TO EACH BEARING	3 - 8d COMMON 3 - 10d BOX	FACE NAIL
		FLOOR	
22.	JOIST TO SILL, TOP PLATE, OR GIRDER	3 - 8d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 3 - 3" 14 GAGE STAPLES, 7/16" CROWN	TOENAIL
23.	RIM JOIST, BAND JOIST, OR BLOCKING TO TOP PLATE, SILL OR OTHER FRAMING BELOW	8d COMMON 10d BOX 3"x 0.131" NAILS 3" 14 GAGE STAPLES, 7/16" CROWN	6" O.C. TOENAIL
24.	1"x6" SHEATHING TO EACH BEARING	2 - 8d COMMON 2 - 10d BOX	FACE NAIL
25.	2" SUBFLOOR TO JOIST OR GIRDER	2 - 16d COMMON	FACE NAIL
26.	2" PLANK	2 - 16d COMMON	EACH BEARING, FACE NAIL
27.	BUILT UP GIRDERS AND BEAMS, 2" LUMBER LAYERS	20d COMMON	32" O.C. FACE NAIL AT TOP AND BOTTOM, STAGGERED ON OPPOSITE SIDES
		10d BOX 3"x 0.131" NAILS 3" 14 GAGE STAPLES, 7/16" CROWN	24" O.C. FACE NAIL AT TOP AND BOTTOM, STAGGERED ON OPPOSITE SIDES
		AND 2 - 20d COMMON 3 - 10d BOX 3 - 3"x 0.131" NAILS 4 - 3" 14 GAGE STAPLES, 7/16" CROWN	ENDS AND AT EACH SPLICE, FACE NAIL
28.	LEDGER STRIP SUPPORTING JOISTS OR RAFTERS	3 - 16d COMMON 4 - 10d BOX 4 - 3"x 0.131" NAILS 4 - 3" 14 GAGE STAPLES, 7/16" CROWN	EACH JOIST OR RAFTER, FACE NAIL
29.	JOIST TO BAND JOIST OR RIM JOIST	3 - 16d COMMON 4 - 10d BOX 4 - 3"x 0.131" NAILS 4 - 3" 14 GAGE STAPLES, 7/16" CROWN	END NAIL
30.	BRIDGING OR BLOCKING TO JOIST, RAFTER OR TRUSS	2 - 8d COMMON 2 - 10d BOX 2 - 3"x 0.131" NAILS 2 - 3" 14 GAGE STAPLES, 7/16" CROWN	EACH END, TOENAIL
	WOOD STRUCTURE PANS, SUBFLOOR, ROOF AND INTERIOR WALL SHEATHING TO FRAMING, AND PARTICLEBOARD WALL SHEATHING TO FRAMING[d]		
31.	½" - ¾"	6d COMMON OR DEFORMED (2"x 0.113" (SUBFLOOR AND WALL)	6" EDGE 12" INTERMEDIATE SUPPORT
		8d BOX OR DEFORMED (ROOF)	
		2 7/8"x 0.131" NAIL (SUBFLOOR AND WALL)	4 EDGE 8" INTERMEDIATE SUPPORT
		1 ¾" 16 GAGE STAPLE, 7/16" CROWN	6" EDGE 12" INTERMEDIATE SUPPORT
		2 3/8"x 0.131" NAIL (ROOF)	
		1 ¾" 16 GAGE STAPLE, 7/16" CROWN (ROOF)	
32.	⅞" - 1"	8d COMMON 6d DEFORMED	6" EDGE 12" INTERMEDIATE SUPPORT
		2 3/8"x 0.131" NAIL 2" 16" GAGE STAPLE 7/16" CROWN	4" EDGE 8" INTERMEDIATE SUPPORT
33.	1¼" - 1½"	10d COMMON 8d DEFORMED	6" EDGE 12" INTERMEDIATE SUPPORT
	OTHER EXTERIOR WALL SHEATHING		
34.	½" FIBERBOARD SHEATHING[b]	1 ¼" GALVANIZED ROOF NAIL 1 ¼" 16 GAGE STAPLE WITH 7/16" OR 1" CROWN	3" EDGE 6" INTERMEDIATE SUPPORT
35.	25/32" FIBERBOARD SHEATHING[b]	1 ¼" GALVANIZED ROOF NAIL 1 ¼" 16 GAGE STAPLE WITH 7/16" OR 1" CROWN	3" EDGE 6" INTERMEDIATE SUPPORT
	WOOD STRUCTURAL PANEL COMBINATION SUBFLOOR UNDERLAYMENT TO FRAMING		
36.	¾" AND LESS	1 ¼" GALVANIZED ROOF NAIL 1 ¾" 16 GAGE STAPLE WITH 7/16" OR 1" CROWN	3" EDGE 6" INTERMEDIATE SUPPORT
37.	⅞" - 1"	8d COMMON 6d DEFORMED	6" EDGE 12" INTERMEDIATE SUPPORT
38.	1⅛" - 1¼"	10d COMMON 8d DEFORMED	6" EDGE 12" INTERMEDIATE SUPPORT
	PANEL SIDING TO FRAMING		
39.	½" OR LESS	6d CORROSION-RESISTANT SIDING 6d CORROSION-RESISTANT CASING	6" EDGE 12" INTERMEDIATE SUPPORT
40.	⅝"	8d CORROSION-RESISTANT SIDING 8d CORROSION-RESISTANT CASING	6" EDGE 12" INTERMEDIATE SUPPORT
	INTERIOR PANELING		
41.	¼"	4d CASING 4d FINISH	6" EDGE 12" INTERMEDIATE SUPPORT
41.	⅜"	6d CASING 6d FINISH	6" EDGE 12" INTERMEDIATE SUPPORT

FOR SI: 1" = 25.4mm

A. NAIL SPACED AT 6" AT INTERMEDIATE SUPPORTS WHERE SPANS ARE 48" OR MORE. FOR NAILING OF WOOD STRUCTURAL PANEL AND PARTICALBOARD DIAPHRAGMS AND SHEAR WALLS, REFER TO SECTION 2305. NAILS FOR WALL SHEATHING ARE PERMITTED TO COMMON, BOX OR CASTING.

B. SPACING SHALL BE 6" ON CENTER ON THE EDGE AND 12" ON CENTER AT INTERMEDIATE SUPPORTS FOR NONSTRUCTURAL APPLICATIONS. PANEL SUPPORTS AT 16" (20)" IF STRENGTH AXIS IN THE LONG DIRECTION OF THE PANEL, UNLESS OTHERWISE MARKED.

C. WHERE A RAFTER IS FASTENED TO AN ADJACENT PARALLEL CEILING JOIST IN ACCORDANCE WITH THIS SCHEDULE AND THE CEILING JOIST IS FASTENED TO THE TOP PLATE IN ACCORDANCE WITH THIS SCHEDULE, THE NUMBER OF TOENAILS IN THE RAFTER SHALL BE PERMITTED TO BE REPLACED BY ONE NAIL.

D. RSRS-01 IS A ROFF SHEATHING SHANK NAIL MEETING THE SPECIFICATIONS IS ASTM F1667.

SPECIAL INSPECTION SUMMARY:

CONTINUOUS INSPECTION (U.N.O.) SHALL BE PERFORMED BY QUALIFIED SPECIAL INSPECTORS RETAINED BY OWNER AND APPROVED BY THE BUILDING OFFICIAL TO ACT AS A SPECIAL INSPECTOR FOR THE FOLLOWING:

1	CONCRETE
2	BOLTS INSTALLED IN CONCRETE
3	SPECIAL MOMENT-RESISTING CONCRETE FRAME
4	REINFORCING STEEL & PRESTRESSING STEEL TENDONS
5.1	ALL STRUCTURAL WELDING
5.2	SPECIAL MOMENT-RESISTING STEEL FRAME
5.3	WELDING REINFORCING STEEL
6	HIGH-STRENGTH BOLTING
7	STRUCTURAL MASONRY
8	REINFORCED GYPSUM CONCRETE
9	INSULATING CONCRETE FILL
10	SPRAY-APPLIED FIRE-RESISTIVE MATERIALS
11	PILING, DRILLED PIERS & CAISSONS
12	SHOTCRETE

13.1	VERIFY SOILS CONDITIONS ARE SUBSTANTIALLY IN CONFORMANCE WITH THE SOIL INVESTIGATION REPORT
13.2	VERIFY THAT FOUNDATION EXCAVATIONS EXTEND TO PROPER DEPTH AND BEARING STRATA
13.3	PROVIDE SOILS COMPACTION TEST RESULTS, DEPTH OF FILL, RELATIVE DENSITY, BEARING VALUES
13.4	PROVIDE SOIL EXPANSION TEST RESULTS, EXPANSION INDEX, RECOMMENDATIONS FOR FOUNDATION, ON-GRADE FLOOR SLAB DESIGN FOR EACH BUILDING SITE
14	SMOKE-CONTROL SYSTEM
15	SPECIAL CASES (SPECIFIED BY THE BUILDING OFFICIAL)
16	OFF-SITE FABRICATION OF BUILDING COMPONENTS
17	OTHER SPECIAL CASES (SPECIFIED BY DESIGNER OF RECORD)

NO.	DESCRIPTION OF TYPE OF INSPECTION REQUIRED, LOCATION, REMARKS, ETC.	DESIGN STRENGTH
1	CONCRETE	f'_c= 2,500 psi
2	PERIODIC INSP. BOLTS INSTALLED IN CONCRETE AT SHEAR WALLS (AS REQ'D BY CBC & NDS)	AS REQ'D
13.1	PERIODIC INSP. ON-SITE	AS REQ'D
13.2	PERIODIC INSP. ON-SITE	AS REQ'D
17	PERIODIC INSP. NAILING FOR HIGH CAPACITY WOOD SHEAR WALLS (AS REQ'D BY CBC & NDS)	AS REQ'D

1. THE CONSTRUCTION INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY CHAPTER 17 OF THE CALIFORNIA BUILDING CODE. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTION BY A CITY INSPECTOR. SPECIALLY INSPECTED WORK WHICH IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE CITY INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE.

2. SPECIAL INSPECTION TO BE PROVIDED BY: TBD
   NOTE: CONTRACTOR TO VERIFY THAT THE SPECIAL INSPECTOR IS CERTIFIED BY THE LOCAL JURISDICTION'S BUILDING DEPARTMENT, TO PERFORM THE TYPES OF INSPECTION SPECIFIED, PRIOR TO PERFORMING INSPECTIONS.

3. A CERTIFICATE OF SATISFACTORY COMPLETION OF WORK WITH SPECIAL INSPECTION MUST BE COMPLETED AND SUBMITTED TO THE FIELD INSPECTION DIVISION OF THE LOCAL BUILDING JURISDICTION. A REPORT SHALL BE GIVEN TO THE BLDG. INSPECTOR AT FRAMING INSPECTION.

4. WHEN WELDING IS DONE IN AN APPROVED FABRICATORS SHOP, SPECIAL INSPECTION IS NOT REQUIRED. SEE NOTES 5 & 6 BELOW. PERIODIC INSPECTION MAY BE USED FOR SINGLE PASS FILLET WELDS NOT EXCEEDING 5/16". THE SPECIAL INSPECTOR NEED NOT BE CONTINUOUSLY PRESENT DURING WELDING OF THE ABOVE ITEMS PROVIDED THAT THE MATERIAL, QUALIFICATIONS OF WELDING PROCEDURES AND WELDERS ARE VERIFIED PRIOR TO THE START OF WORK. PERIODIC INSPECTIONS ARE MADE OF WORK IN PROGRESS AND A VISUAL INSPECTION OF ALL WELDS IS MADE PRIOR TO SHIPMENT OF SHOP WELDING.

5. AN APPLICATION FOR OFF-SITE FABRICATION MUST BE SUBMITTED TO THE FIELD INSPECTION DIVISION OF THE LOCAL BUILDING JURISDICTION FOR APPROVAL PRIOR TO FABRICATION.

6. A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION MUST BE COMPLETED AND SUBMITTED TO THE FIELD INSPECTION DIVISION OF THE LOCAL BUILDING JURISDICTION PRIOR TO ERECTION OF PREFABRICATED COMPONENTS.

7. HIGH-STRENGTH BOLT, NUTS AND WASHERS MAY BE REQUIRED TO BE SAMPLED, TESTED AND APPROVED BY THE INSPECTION SERVICES DIVISION OF THE LOCAL BUILDING JURISDICTION PRIOR TO THE INSTALLATION.

8. SPECIAL INSPECTION IS REQUIRED FOR BOLTED CONNECTIONS UTILIZING HIGH-STRENGTH A325 AND A490 BOLTS. SUCH INSPECTIONS SHALL BE IN ACCORDANCE WITH APPROVED NATIONALLY RECOGNIZED STANDARDS AND THE REQUIREMENTS OF CHAPTER 17. WHILE THE WORK IS IN PROGRESS, THE SPECIAL INSPECTOR SHALL DETERMINE THAT THE REQUIREMENTS FOR BOLT, NUTS, WASHERS AND PAINT, BOLTED PARTS, AND THE INSTALLATION AND TIGHTENING IN SUCH STANDARDS ARE MET. SUCH INSPECTIONS MAY BE PERFORMED ON A PERIODIC BASIS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1704. INSPECTOR SHALL OBSERVE THE CALIBRATION PROCEDURES WHEN SUCH PROCEDURES ARE REQUIRED BY THE PLANS OR SPECIFICATIONS AND SHALL MONITOR THE INSTALLATION OF BOLTS TO DETERMINE THAT PLIES OF CONNECTED MATERIALS HAVE BEEN DRAWN TOGETHER AND THAT THE SELECTED PROCEDURE IS PROPERLY USED TO TIGHTEN ALL BOLTS.

9. FOR WELDED, FULLY RESTRAINED CONNECTIONS BETWEEN PRIMARY MEMBERS OF ORDINARY MOMENT RESISTING FRAMES (OMRF), AND SPECIAL MOMENT RESISTING FRAMES (SMRF), NONDESTRUCTIVE TESTS PER APPROVED NATIONAL STANDARDS, SHALL BE CONDUCTED. ALL COMPLETE PENETRATION GROOVE WELDS CONTAINED IN JOINTS AND SPLICES SHALL BE TESTED 100% EITHER BY ULTRASONIC TESTING OR RADIOGRAPHY. FOR WELDED, FULLY RESTRAINED CONNECTIONS BETWEEN PRIMARY MEMBERS OF OMRF WHICH ARE FABRICATED IN AN APPROVED FABRICATORS SHOP, NONDESTRUCTIVE TESTS SHALL BE CONDUCTED BY A SPECIAL INSPECTION AGENCY APPROVED BY THE LOCAL BUILDING JURISDICTION.

ABBREVIATIONS:

AITC AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
ANSI AMERICAN NATIONAL STANDARDS INSTITUTE
APA AMERICAN PLYWOOD ASSOCIATION
ASTM AMERICAN SOCIETY FOR TESTING & MATERIALS
AWS AMERICAN WELDING SOCIETY
CBC CALIFORNIA BUILDING CODE
UBC UNIFORM BUILDING CODE
WCLIB WEST COAST LUMBER INSPECTION BUREAU
WWPA WESTERN WOOD PRODUCTS ASSOCIATION

AB	ANCHOR BOLT	lb (#)	POUND(S)
ABV	ABOVE	LDGR	LEDGER
ADJ	ADJACENT	LG	LONG(ITUDINAL)
ALT	ALTERNATE	LTWT	LIGHT WEIGHT
AFF	ABOVE FINISHED FLOOR	MAS	MASONRY
APPROX	APPROXIMATE(LY)	MAT'L	MATERIAL
ARCH	ARCHITECTURAL	MAX	MAXIMUM
@	AT	MB	MACHINE BOLT
BLDG	BUILDING	MECH	MECHANICAL
BLK	BLOCKING	MEZZ	MEZZANINE
BM	BEAM	MF	MOMENT FRAME
BN	BOUNDARY NAILING	MFR	MANUFACTURER
BRG	BEARING	MIN	MINIMUM
BTM (B)	BOTTOM	MISC	MISCELLANEOUS
BTWN	BETWEEN	MTL	METAL
C	CAMBER(ED)	(N)	NEW
CANT	CANTILEVER	NO. (#)	NUMBER
CIP	CAST-IN-PLACE	NTS	NOT TO SCALE
CL	CENTERLINE	OC	ON CENTER
CLG	CEILING	OWJ	OPEN WEB JOISTS
CLR	CLEAR	P/C	PRECAST CONCRETE
COL	COLUMN	PERP ( )L	PERPENDICULAR
CONC	CONCRETE	PCF	POUNDS PER CUBIC FT.
CONN	CONNECTION	PL	PLATE
CONST	CONSTRUCTION	PLY	PLYWOOD
CTR	CENTER (ED)	PMB	PROCESSED MISC. BASE.
d	PENNY (NAILS)	PSF	POUNDS PER SQUARE FOOT
DBL	DOUBLE	PSI	POUNDS PER SQUARE INCH
DEPT	DEPARTMENT	PT	PRESSURE TREATED
DF	DOUGLAS FIR	P/T	POST-TENSIONED (PRESTRESSED)
DIA (~)	DIAMETER	QTY	QUANTITY
DIAG	DIAGONAL	REF	REFERENCE
DIAPH	DIAPHRAGM	REINF	REINFORCEMENT
DIM	DIMENSION	REQ'D	REQUIRED
DN	DOWN	RJ	ROOF JOIST
do	DITTO (REPEAT)	RO	ROUGH OPENING
DP	DEEP (DEPTH)	RR	ROOF RAFTER
DWG	DRAWING	SCH	SCHEDULE
EA	EACH	SW	SHEARWALL
EF	EACH FACE	SHT	SHEET
ELEV	ELEVATION	SIM	SIMILAR
EMBD	EMBED(MENT)	SIMP	SIMPSON
EN	EDGE NAILING	SK\WD	SKEW(ED)
EW	EACH WAY	SPEC	SPECIFICATIONS
EXSTG (E)	EXISTING	SQ	SQUARE
EXT	EXTERIOR	SS	SELECT STRUCTURAL
FF	FINISHED FLOOR	STD	STANDARD
FIN	FINISH(ED)	STGR	STAGGER(ED)
FLG	FLANGE	STR\CT	STRUCTURAL
FLR	FLOOR	T&B	TOP AND BOTTOM
FN	FIELD NAILING	T&G	TONGUE AND GROOVE
FND	FOUNDATION	THK	THICK
FRM'G	FRAME(ING)	THRD	THREAD(ED)
FT	FEET	TN	TOE NAIL
FTG	FOOTING	TOF	TOP OF FOOTING
GA	GAUGE	TOW	TOP OF WALL
GALV	GALV GALVANIZE(D)	TOP	TOP OF PARAPET
GB	GRADE BEAM	TS	TUBE STEEL
GLB	GLUE LAMINATED BEAM	TYP	TYPICAL
HD	HOLD DOWN	UNO	UNLESS NOTED OTHERWISE
HDR	HEADER	VERT (V)	VERTICAL
HGR	HANGER	VIF	VERIFY IN FIELD
HORZ (H)	HORIZONTAL	W	STEEL WIDE FLANGE
HT	HEIGHT	W/	WITH
IN (")	INCHES	WD	WOOD
INT	INTERIOR	WT	WEIGHT
JST	JOIST	WWF	WELDED WIRE FABRIC
K	KIPS (1000)		
KSI	KIPS PER SQUARE INCH		
L	ANGLE		
LB	LAG BOLT		

REGISTERED PROFESSIONAL ENGINEER
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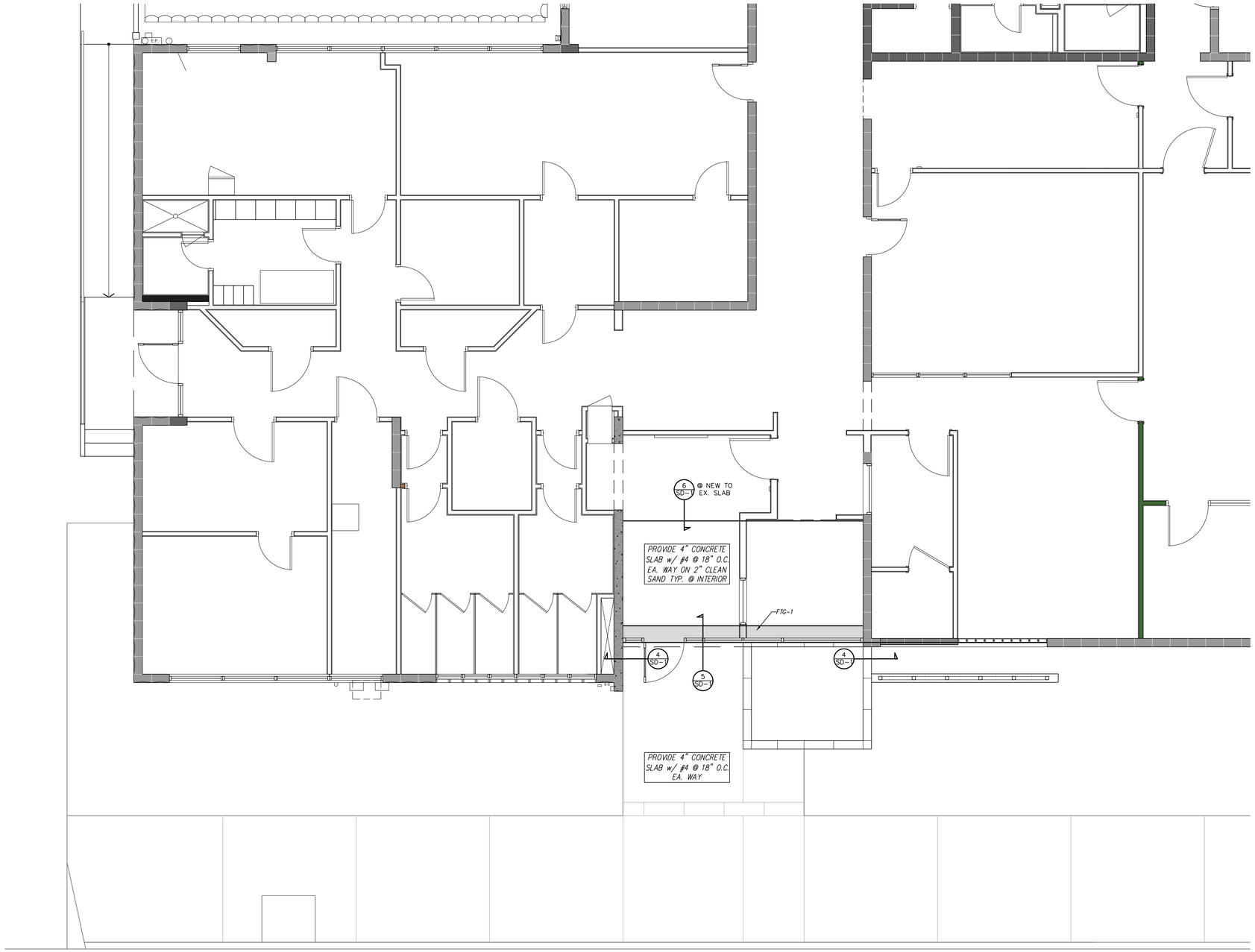
CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: NA
Drawn by: BDM
Date: 10/6/2022
Job # 10504.014
Sheet: SN-2



FOUNDATION SCHEDULE:	
FTG-1	1'-3" WIDE x 1'-6" CONT. CONC. FTG. w/ 2-#4 CONT. REINF. T&B

PLAN LEGEND:

PROPOSED CONTINUOUS CONCRETE FOOTING PER PLAN

ADDITIONAL NOTES:
1. SOIL COMPACTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION.
2. SOIL ENGINEER SHALL INSPECT FOUNDATION PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION. INSPECTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION

FOUNDATION PLAN

NORTH
SCALE:1/4" = 1'-0"

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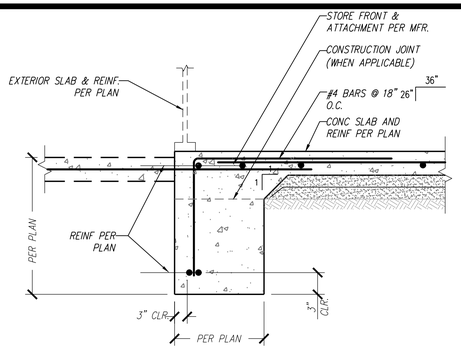
CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
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CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

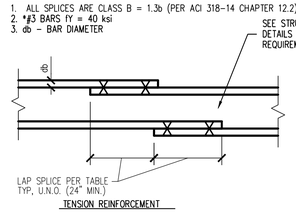
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Drawn by: BDM
Date: 10/6/2022
Job # 10504.014
Sheet: S-1



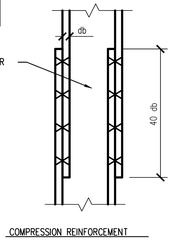
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CONCRETE REINFORCING – Fy = 60 ksi									
f'C = 1500psi (MIN.)	LAP SPLICE (IN.) – DEFORMED BARS								
	#3*	#4	#5	#6	#7	#8	#9	#10	#11
2500	16	32	39	47	69	78	88	100	110
3000	15	29	36	43	63	72	81	91	101
4000	13	25	31	37	54	62	70	79	87

1. ALL SPLICES ARE CLASS B = 1.3b (PER ACI 318-14 CHAPTER 12.2)
2. *#3 BARS fY = 40 ksi
3. db – BAR DIAMETER



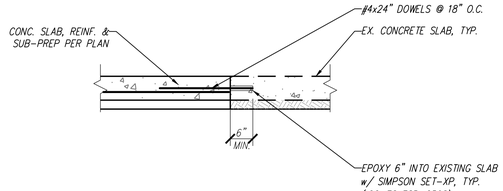
TENSION REINFORCEMENT



COMPRESSION REINFORCEMENT

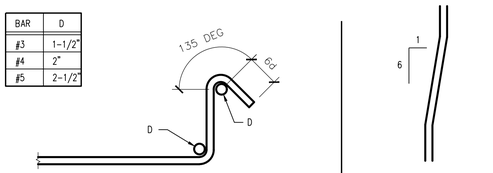
CONCRETE LAP SPLICE TABLE

1



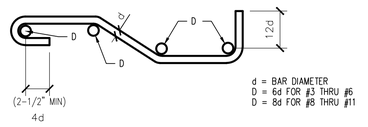
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BAR	D
#3	1-1/2"
#4	2"
#5	2-1/2"



FOR STIRRUPS & TIES

OFFSET



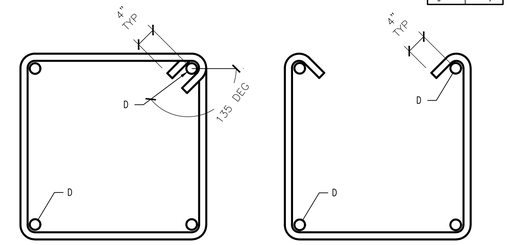
d = BAR DIAMETER
D = 6d FOR #3 THRU #6
D = 8d FOR #5 THRU #11

STIRRUP & TIE DETAIL

BAR BENDING, STIRRUP & TIES

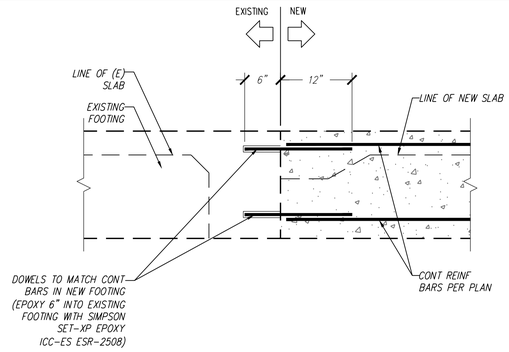
2

BAR	D
#3	1-1/2"
#4	2"
#5	2-1/2"



STIRRUP AND TIE DETAIL

3



4

REGISTERED PROFESSIONAL ENGINEER
RANDY W. TOEDTER
No. SE 2991
Exp. 6-30-24
STRUCTURAL
STATE OF CALIFORNIA

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
General Engineering & Building Contractors
P.O. Box 1025 Santa Paula Ca. 93061
Phone: (805) 525 - 6400 Fax: (805) 933 - 8040

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

Scale: NTS
Drawn by: BDM
Date: 10/6/2022
Job # 10504.014
Sheet: SD-1

STRUCTURAL CALCULATIONS
(SUBMITTAL 1)

SANTA PAULA POLICE STATION RENOVATION

214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PREPARED BY:

ROBERT WILLIAM COMPANY, LLC
ENGINEERING AND LAND PLANNING DIVISION
GENERAL ENGINEERING & BUILDING CONTRACTORS
P: (805)671-9811 E: TOEDTER2@GMAIL.COM

Date: OCTOBER 6TH, 2022
W.O. 10504.014



RWC LLC
216 N 8th Street
Santa Paula, CA
805-671-9811

JOB TITLE	SANTA PAULA P.D. T.I.		
	214 S 10TH ST.		
JOB NO.	10504.014	**SHEET NO.**	
CALCULATED BY		**DATE**	10/5/22
CHECKED BY		**DATE**	

www.struware.com

Code Search

Code: California Building Code 2019

Occupancy:

Occupancy Group = B Business

Risk Category & Importance Factors:

Risk Category =	IV
Wind factor =	1.00
Snow factor =	1.20
Seismic factor =	1.50

Type of Construction:

Fire Rating:

Roof =	0.0 hr
Floor =	0.0 hr

Building Geometry:

Roof angle (θ)	3.00 / 12	14.0 deg
Building length (L)	118.0 ft	
Least width (B)	92.0 ft	
Mean Roof Ht (h)	20.0 ft	
Parapet ht above grd	20.0 ft	
Minimum parapet ht	0.0 ft	

Live Loads:

Roof

0 to 200 sf: 20 psf
200 to 600 sf: 24 - 0.02Area, but not less than 12 psf
over 600 sf: 12 psf

Floor:

Typical Floor	0 psf
Partitions	15 psf
	0 psf
	0 psf
	0 psf

⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Hazards by Location

Search Information

Address: 214 S 10th St, Santa Paula, CA 93060

Coordinates: 34.3516809, -119.0593179

Elevation: 261 ft

Timestamp: 2022-09-02T15:09:40.734Z

Hazard Type: Seismic

Reference Document: ASCE7-16

Risk Category: IV

Site Class: D-default



Basic Parameters

Name	Value	Description
S_S	1.967	MCE_R ground motion (period=0.2s)
S_1	0.752	MCE_R ground motion (period=1.0s)
S_{MS}	2.36	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	1.573	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

Additional Information

Name	Value	Description
SDC	* null	Seismic design category
F_a	1.2	Site amplification factor at 0.2s
F_v	* null	Site amplification factor at 1.0s
CR_S	0.882	Coefficient of risk (0.2s)
CR_1	0.883	Coefficient of risk (1.0s)
PGA	0.872	MCE_G peak ground acceleration

F_{PGA}	1.2	Site amplification factor at PGA
PGA_M	1.046	Site modified peak ground acceleration
T_L	8	Long-period transition period (s)
SsRT	1.967	Probabilistic risk-targeted ground motion (0.2s)
SsUH	2.231	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
SsD	2.698	Factored deterministic acceleration value (0.2s)
S1RT	0.752	Probabilistic risk-targeted ground motion (1.0s)
S1UH	0.852	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S1D	0.859	Factored deterministic acceleration value (1.0s)
PGAd	1.089	Factored deterministic acceleration value (PGA)

* See Section 11.4.8

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Disclaimer

Hazard loads are provided by the U.S. Geological Survey Seismic Design Web Services.

While the information presented on this website is believed to be correct, ATC and its sponsors and contributors assume no responsibility or liability for its accuracy. The material presented in the report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the report provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the report.

⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Hazards by Location

Search Information

Address: 214 S 10th St, Santa Paula, CA 93060

Coordinates: 34.3516809, -119.0593179

Elevation: 261 ft

Timestamp: 2022-09-02T15:08:18.494Z

Hazard Type: Wind



ASCE 7-16

MRI 10-Year	65 mph
MRI 25-Year	70 mph
MRI 50-Year	75 mph
MRI 100-Year	80 mph
Risk Category I	87 mph
Risk Category II	93 mph
Risk Category III	100 mph
Risk Category IV	104 mph

ASCE 7-10

MRI 10-Year	72 mph
MRI 25-Year	79 mph
MRI 50-Year	85 mph
MRI 100-Year	91 mph
Risk Category I	100 mph
Risk Category II	110 mph
Risk Category III-IV	115 mph

ASCE 7-05

ASCE 7-05 Wind Speed	85 mph

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Disclaimer

Hazard loads are interpolated from data provided in ASCE 7 and rounded up to the nearest whole integer. Per ASCE 7, islands and coastal areas outside the last contour should use the last wind speed contour of the coastal area – in some cases, this website will extrapolate past the last wind speed contour and therefore, provide a wind speed that is slightly higher. NOTE: For queries near wind-borne debris region boundaries, the resulting determination is sensitive to rounding which may affect whether or not it is considered to be within a wind-borne debris region.

Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

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or liability for its accuracy. The material presented in the report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the report provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the report.

R.W.C, LLC
ENGINEERING AND PLANNING
216 N 8TH STREET, SANTA PAULA, CA
P: (805)671-9811

PROJECT: SANTA PAULA POLICE STATION
PAGE _____ OF _____
CALCULATED BY: CDL
DATE: 10/06/2022

FOOTING DESIGN

WALL LOAD TO FOOTING = 10 PSF * 16' = 160 PLF

FOOTING WEIGHT = 150 PCF * 1.25' * 1.5' = 282 PLF

MAX FOOTING LOAD = 442 PLF

MAX SOIL BEARING PRESSURE = 442 PLF / 1.25' = 354PSF

DEMAND / CAPACITY = 354 PSF / 1500 PSF = 0.24 (OK)

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ENGEO PROFESSIONAL SERVICES AGREEMENT

Date: December 6, 2023

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council convene as the GHAD Board to:

1. Authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated to provide GHAD Manager services for the Santa Paula GHAD in a form approved by the City Attorney, in the amount of $39,419 for Fiscal Year 2023-2024 based on the City's approved two-year budget

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BACKGROUND:

In 2008, the Santa Paula City Council formed the Santa Paula Geologic Hazard Abatement District (GHAD). The members of the City Council convene as the GHAD Board to conduct business related to setting the annual assessment rate and approving related expenditures for maintaining and repairing the GHAD'S drainage, open space and geologic slope stabilization facilities.

ANALYSIS:

ENGEO Incorporated (ENGEO) has provided GHAD Manager services since 2014 to support technical and day-to-day operations of the Santa Paula GHAD. Because of ENGEO's experience with the Santa Paula GHAD, and other GHADs throughout California, City staff requested ENGEO provide a proposal for professional GHAD management services in continual support of the technical and day-to-day operations of the Santa Paula GHAD. Additionally, on June 21, 2023, City Council approved a 2-year budget, which allocated $50,000 for Fiscal Year 2023-2024 for professional services for the Santa Paula GHAD.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan.

FISCAL IMPACTS:

The Professional Services Agreement will be funded through the Santa Paula GHAD's account and is consistent with both the approved City Council budget for FY 2023-2024, and

will not impact any of the other City of Santa Paula accounts.

Fiscal impact for Fiscal Year 2023-2024 is detailed in Table 1 below and additional details are provided in the attached ENGEO proposal. Work will be invoiced on an hourly time and materials basis. The proposed budget total shall not be exceeded for each fiscal year's adopted budget without prior written authorization from the GHAD Board.

Table 1: Approved GHAD Budget vs. ENGEO Proposal for FY 23/24:

Description	Budget	ENGEO Proposal
Professional Services 503-5-5029-209	$50,000	$39,419

OPTIONS:

The Council has the following available alternative options to Staff's recommendations:

1. Do not authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated at this time, but request Staff to negotiate further with ENGEO Incorporated and return with a revised proposal. This action will discontinue critically needed consultant services associated with active services until a new agreement is authorized.
2. Direct staff to pursue a new Request for Qualifications for professional services inviting other professional engineering consultants to submit their qualifications for Council review and consideration at a future public meeting. This action will result in the same consequences anticipated in Option 1.

ATTACHMENTS:

Exhibit A - ENGEO Professional Services Agreement.pdf

Attachment 1

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE SANTA PAULA GEOLOGIC HAZARD
ABATEMENT DISTRICT AND ENGEO CORPORATION

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH ENGEO INCORPORATED
(FY 2023/2024)

1. PARTIES AND DATE.

This Agreement is made and entered into this __6th_ day of Decmber, 2023, by and between the Santa Paula Geologic Hazard Abatement District, a political subdivision of the state organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("GHAD") and ENGEO Incorporated, a California corporation, with its principal place of business at 29025 Ave Penn, Valencia, CA 91355 ("Consultant"). GHAD and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Superseded Agreement

The Parties enter into a Professional Service Agreement dated August 23, 2023 attached hereto as Exhibit "B" (Original Agreement"). The Original Agreement is hereby superseded and of no force and effect upon execution of this Agreement.

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the GHAD on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Geological Hazard Abatement District (GHAD) management and monitoring services to public clients, is licensed in the State of California, and is familiar with the plans of GHAD.

2.3 Project.

GHAD desires to engage Consultant to render such professional services for GHAD management and monitoring, Project No. 7290.002.023 ("Project"), as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the GHAD all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional GHAD management and monitoring consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023, to June 30,

2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Nine Thousand Four Hundred Nineteen Dollars ($39,419.00) without written approval of the GHAD Board of Directors, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to the GHAD a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. GHAD shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the GHAD disputes any of Consultant's fees, the GHAD shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the GHAD for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the GHAD.

3.2.4 Extra Work. At any time during the term of this Agreement, GHAD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by GHAD to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the GHAD.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. GHAD retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of GHAD and shall at all times be under Consultant's exclusive direction and control. Neither GHAD, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding,

unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Timely Performance. Consultant shall perform the Services in a prompt and timely manner. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the GHAD.

3.3.4 Substitution of Key Personnel. Consultant has represented to GHAD that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of GHAD. In the event that GHAD and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Haley Ralston and Uri Eliahu.

3.3.5 GHAD's Representative. The GHAD hereby designates Clete Saunier, Director of Santa Paula Public Works or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("GHAD's Representative"). GHAD's Representative shall have the power to act on behalf of the GHAD for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The GHAD Manager shall be authorized to act on GHAD's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the GHAD Manager, GHAD's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Robert Boeche, or Haley Ralston his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with GHAD staff in the performance of Services and shall be available to GHAD's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant warrants that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant

shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the GHAD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the GHAD, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the GHAD and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the GHAD will suffer damage.

3.3.9.2 Neither GHAD nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the GHAD to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify GHAD against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the GHAD's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the GHAD, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. GHAD may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the GHAD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the GHAD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the GHAD to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The GHAD, its officials, officers, employees, agents, and volunteers shall be additional insureds with

regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the GHAD except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the GHAD except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the GHAD except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the GHAD except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the GHAD, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the GHAD, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the GHAD, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against GHAD, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the GHAD and shall protect the GHAD, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the GHAD, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the GHAD for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the GHAD. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the GHAD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the GHAD to inform Consultant of non-compliance with any requirement imposes no additional obligation on the GHAD nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the GHAD, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, GHAD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GHAD will be promptly reimbursed by Consultant or GHAD will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, GHAD may cancel this Agreement.

(C) The GHAD may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the GHAD nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the GHAD and shall not preclude the GHAD from taking such other actions available to the GHAD under other provisions of the Agreement or law.

(F) Consultant shall report to the GHAD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the GHAD, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the GHAD, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the GHAD.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. GHAD shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the GHAD, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the GHAD. Consultant shall defend, indemnify and hold the GHAD, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. GHAD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to GHAD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the GHAD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, GHAD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, GHAD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

of GHAD's choosing), indemnify and hold the GHAD, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by the actual negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the GHAD. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the GHAD, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.3 Consultant's aggregate liability hereunder shall be limited by GHAD to $1,000,000 regardless of the legal theory under which such liability is imposed.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of GHAD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the GHAD as set forth in Section 3.7.2.2 below. Consultant represents that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of GHAD. In the event that GHAD authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the GHAD's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: ENGEO Incorporated
29025 Ave Penn
Valencia, CA 91355
ATTN: Haley Ralston, Project Geologist

GHAD: Santa Paula Geologic Hazard Abatement District
970 Ventura Street
Santa Paula, CA 93060
ATTN: Clete Saunier, Santa Paula Director of Public Works.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for GHAD to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Upon full payment of all monies owed, all Documents & Data shall be and remain the property of GHAD, and shall not be used in whole or in substantial part by Consultant on other projects without the GHAD's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to GHAD reproducible copies of all Documents & Data, in a form and amount required by GHAD. GHAD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by GHAD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to GHAD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to GHAD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data generated and published by Consultant on file for a minimum of fifteen (15) years following completion of the Project, and shall

make copies available to GHAD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify GHAD and provide GHAD with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that GHAD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the GHAD.

3.7.4.3 Right to Use. GHAD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at GHAD's sole risk. If GHAD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the GHAD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the GHAD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by GHAD of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of GHAD, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use GHAD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of GHAD.

3.7.4.6 Confidential Information. The GHAD shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the GHAD's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the GHAD shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give GHAD written notice of Consultant's objection to the GHAD's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the GHAD, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. GHAD shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with GHAD's choice of legal counsel), and hold GHAD harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that GHAD release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. In the event of a conflict between this Agreement and its exhibits, the Agreement shall control.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the GHAD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the GHAD.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 GHAD's Right to Employ Other Consultants. GHAD reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the GHAD, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of GHAD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to GHAD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the GHAD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this representation, GHAD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of GHAD, during the term of his or her service with GHAD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party represents that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT AND ENGEO INCORPORATED

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT

Approved By:

_____
Andy Sobel
Chair

Approved as to Form:

_____
Monica Castillo
Interim GHAD Attorney

Attested By:

_____
Julie Latshaw, GHAD Clerk

ENGEO INCORPORATED

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By: _____

Its: President

Printed Name: Uri Eliahu

By: _____

Its: Assistant Treasurer

Printed Name: Julia Moriarty

CERTIFIED CORPORATE RESOLUTION

Effective January 1, 2023, officers of ENGEO Incorporated Uri Eliahu, President, Paul Guerin, Chief Financial Officer and Brian Flaherty, Corporate Secretary hereby acknowledge that Theodore Bayham, Neel Neelakantan, Steve Harris, Mark Gilbert, Shawn Munger, and Jeffrey Fippin are authorized to co-execute client agreements and change orders on behalf of the Chairman of the Board of ENGEO Incorporated and Macy Tong, Robert Boeche, Julia Moriarty and Valerie Davis are authorized to co-execute client agreements and change orders as Assistant Treasurers of ENGEO Incorporated.

Dated: January 1, 2023

Uri Eliahu

Dated: January 1, 2023

Paul Guerin

Dated: January 1, 2023

Brian Flaherty

EXHIBIT "A"
SCOPE OF SERVICES & COMPENSATION

Proposal for FY 2023/2024 dated July 25, 2023
attached behind

Project No.
7290.002.023

July 25, 2023
Revised October 5, 2023

Mr. Clete Saunier
Public Works Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Subject: Santa Paula GHAD
Santa Paula, California

PROPOSAL FOR GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) MANAGER SERVICES FOR FY 2023/2024

References:
1. ENGEO. 2008. Santa Paula Geologic Hazard Abatement District (GHAD) Plan of Control, Santa Paula, California. Project No. 7290.200.101. March 10, 2008, Revised May 23, 2008.
2. ENGEO. 2023. Santa Paula Geologic Hazard Abatement District, Program Budget for Fiscal Year 2023/24, Project No. 7290.002.023. May 26, 2023.

Dear Mr. Saunier:

Thank you for the opportunity to present our proposal to continue serving as the manager for the Santa Paula Geologic Hazard Abatement District (GHAD) and to provide scheduled monitoring services. We have enjoyed working with the City of Santa Paula on the formation, management, oversight, monitoring, maintenance, attendance at HOA and public meetings, and transfer of the Ridgeview at Vista Glen (Ridgeview) development improvements within the Santa Paula GHAD.

On April 4, 2016, the Santa Paula GHAD Board of Directors (GHAD Board) approved Resolution No. 6974 accepting responsibility for GHAD-maintained improvements. The GHAD has been providing monitoring and maintenance services within the Ridgeview development since the acceptance of the GHAD-maintained improvements. On June 7, 2022, the above-referenced budget was approved by the GHAD Board with the adoption of Resolution No. 7457. The fees listed below are based on the Santa Paula GHAD budget for FY 2023/24 approved by the GHAD Board.

We propose to perform a site reconnaissance event twice a year and a heavy rainfall reconnaissance event twice a year, as recommended in the Plan of Control (Reference 1). The monitoring events are intended to satisfy the requirements of the Plan of Control adopted by the GHAD Board.

SCOPE OF SERVICES

Management

The GHAD Manager shall continue to be responsible for the day-to-day management of the Santa Paula GHAD in accordance with applicable state and federal statutes, the GHAD Plan of Control, and policies and guidelines adopted by the GHAD Board.

The GHAD may retain civil engineering and other consultants, contractors, and/or other vendors as may be required to evaluate, review, design, construct, or maintain GHAD facilities and improvements in accordance with the GHAD Plan of Control. We will secure these services on behalf of the GHAD in accordance with the GHAD Board's procedures related to the awarding of contracts for GHAD repair, maintenance, and improvement projects and for professional and support services. In addition, GHAD Manager will facilitate payments to other consultants and contractors providing services to the GHAD.

Monitoring

The Plan of Control states that scheduled monitoring events should occur twice a year, in April and October. Prior to each monitoring event, areas of particular concern documented in previous reports, if any, and in the Plan of Control, will be identified for incorporation into the site inspection schedule. Some of the items that will be addressed during the monitoring events will include:

- Concrete-lined surface ditches.
- Subsurface drain outlets and horizontally drilled drain outlets.
- Retaining walls, splash walls, and GEOBRUGG screen walls.
- Inlets, outfalls, and trash racks.
- Underground detention basin and CDS water quality treatment unit.
- Slopes and vegetative cover.

Following our fieldwork, we will prepare a letter report summarizing our findings regarding our observations, which will contain photographs and a map of significant areas for documentation purposes. The letter report will be posted on the Santa Paula GHAD's website (www.santapaulaghad.org). Depending on the findings of our site observations, the report may include recommendations for additional monitoring, exploration, or mitigation of observed problem areas.

The Plan of Control also states that monitoring events should occur, as necessary, during heavy rainfall years where cumulative rainfall exceeds historic averages. Heavy rainfall monitoring events will include inspection of the same items listed above.

FEES

We propose to provide GHAD management, consultation, contracting, oversight, and monitoring services for FY 2023/24 for the Santa Paula GHAD for a fee of **$39,419**, as itemized below. The fees are based on the inflation-adjusted estimates provided in the approved 2008 Engineer's Report for the Santa Paula GHAD. The fee estimates allow for meetings and consultation with

the City of Santa Paula, The Ridgeview at Vista Glen Homeowners Association, and the GHAD Board during this fiscal year. In addition, contracting and oversight for GHAD maintenance, repair, and emergency response will occur during FY 2023/24.

- GHAD Manager Services $4,800
- Meetings and Consultation $2,300
- GHAD Contracting and Oversight Services $5,819
- Two Scheduled Monitoring Events $9,400
- Two Heavy Rainfall Monitoring Events, as needed $3,000
- GHAD Contractor Reimbursement $14,100

TOTAL $39,419

LIMITATIONS

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of one million dollars ($1,000,000.00) or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

AUTHORIZATION

If the proposed scope of services and fee are acceptable, please provide a change order to our contract as our authorization to proceed.

We are pleased to be of continued service to you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated

Haley Ralston
Project Geologist

Uri Eliahu
President

hjr/ue/ca

Attachment: 2023 Preferred Client Fee Schedule

ENGEO
Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES
COASTAL/MARINE GEOTECHNICS

PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 2023

President	$465.00 per hour
Principal	$365.00 per hour
Associate	$305.00 per hour
Subject Matter Expert	$400.00 per hour
Senior	$265.00 per hour
Project	$235.00 per hour
Staff	$205.00 per hour
Assistant	$165.00 per hour
Construction Services Manager II	$210.00 per hour*
Construction Services Manager I	$200.00 per hour*
Senior Field Representative II	$176.00 per hour*/**
Senior Field Representative I	$157.00 per hour*/**
Field Representative	$145.00 per hour*/**
Senior Laboratory Technician	$180.00 per hour
Laboratory Technician	$160.00 per hour
Senior GIS Developer	$190.00 per hour
Senior GIS Analyst	$185.00 per hour
GIS Analyst	$175.00 per hour
Senior CAD Specialist	$175.00 per hour
CAD Specialist	$160.00 per hour
Network Administrator	$250.00 per hour
Project Assistant	$145.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.

* OVERTIME RATES: Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by $19.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8); rates increased by factor 2.5 for all night shift hours worked in excess of twelve (12).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental ..... Cost plus 25%
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) ..... $2,400.00 half day, $4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed $50,000 (or ENGEO's fee, whichever is greater, but not more than $1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT ($)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	45.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
Drone Equipment	210.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seismometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add $5.00/hr. for RTK enabled autotesting equipment.	33.00*	hour
Vehicle, equipment, wireless communication	23.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	29.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: ON-CALL WATER SYSTEM SUPERVISORY CONTROL & DATA ACQUISITION (SCADA) MAINTENANCE SERVICES AGREEMENTS

Date: December 6, 2023

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute two (2), three-year on-call services agreements with Cannon Corporation and ProUsys Inc. for the City's Public Works Department (Water Division) Water Distribution System Supervisory Control & Data Acquisition (SCADA) Maintenance Services, each in a form approved by the City Attorney.
2. Authorize the City Manager or his designee to issue SCADA maintenance services work orders on a time and material basis in an amount not to exceed the adopted fiscal year budget or in the annual aggregate of $250,000 per contractor, whichever is less.

BACKGROUND:

The City provides water service to approximately 30,700 customers and 8,590 service connections from the City's water distribution system. The 96 miles of pipe ranging in size from 2" to 24". There are throughout four pressure zones. The City's water system consists of five groundwater wells, nine storage tanks serving four pressure zones, ten booster pump stations, two water treatment facilities and 96 miles of water mains. Supervision and control of these facilities is accomplished by the City's Water Division Supervisory Control and Data Acquisition (SCADA) system. The SCADA server-based software system in conjunction with Programmable Logic Controllers (PLC) are used to provide real time information and control of water production, treatment, and storage system operations by communicating with these water distribution system components utilizing radio telemetry. The SCADA system allows staff to monitor and operate the water system from a central location as well as remotely utilizing a web browser.

The City needs specialized contractors to provide on call and/or emergency SCADA Integration, Instrumentation, and PLC Programming services work that exceeds staff's ability and capacity to address internally. By pre-qualifying contractors to be utilized on an on-call basis, the delays associated with a traditional Request for Bids (RFB) process is eliminated on the front end of each project. Rather, staff has access to a pre-qualified group of contractors available to efficiently respond to the needs of the City.

ANALYSIS:

On June 21, 2023, City Council authorized Staff to publish a Request for Qualifications (RFQ) for Water System SCADA Maintenance Services. On September 14, 2023, staff advertised the RFQ and was received and opened on October 12, 2023. The following Statement of Qualifications (SOQs) were received:

No.	Contractor
1.	Cannon Corporation
2.	ProUsys Inc.

The contractors were evaluated based on their qualifications, experience, and unit prices. Staff determined that both contractors are qualified to provide SCADA maintenance services. Their unit prices are also very competitive compared to currently available bid data. By having both contractors on maintenance agreements, the City will be able to carry out all aspects of maintaining the water system SCADA.

Staff is committed to responsible fiscal stewardship of Water Enterprise funds and will regularly report to Council on the individual efforts covered by these contracts.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

FISCAL IMPACTS:

Individual work orders with the City Manager's, or his designee's approval will be separately issued, reflecting negotiated scopes of work, cost estimates and schedules for projects and services that have been adopted for the respective fiscal year. The aggregate amount for work orders shall not exceed the adopted budget for each project or professional service. The cumulative total for all work orders shall not exceed $250,000 annually for each consultant. A sample Work Order is included in Exhibit B of each Attachment and associated services agreement.

OPTIONS:

The Council has the following available alternative options to staff's recommendations:

1. Do not authorize the City Manager to execute the agreements for on-call Water System SCADA Maintenance Services. Doing so would delay critical SCADA system projects and repair and maintenance services that cannot be performed by internal staff.

ATTACHMENTS:

Attachment 1- Cannon Corporation - On-Call Maintenance Services Agreement.pdf
Attachment 2 - ProUsys Inc. - On-Call Maintenance Services Agreement.pdf

Attachment 1

PROFESSIONAL SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND CANNON CORPORATION

`ON-CALL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA
AND
CANNON CORPORATION

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of December, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Cannon Corporation, a California corporation with its principal place of business at 1050 Southwood Dr. San Luis Obispo, CA 93401 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is a licensed professional engineering firm experienced in providing water system SCADA maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Nature of Services.

City desires to engage Contractor to render on-call water system SCADA maintenance services as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Services shall be more particularly described in the individual Work Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Work Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Work Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

1.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Work Order shall be set forth in the relevant Work Order. The total compensation for all Work Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and no cents** ($**250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.1 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.2 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Work Order issued by the City (the "Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates Clete Saunier, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates David Noellsch, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor.

3.3.8.2 The consultant must be available 24-hours a day, 7 days a week, and be able to respond on site within 2-hours for an emergency call out. It shall be the Consultant's responsibility to respond on site within 2 hours in an emergency from the time the call is placed by the City Engineer or designated representative of the City Engineer, with sufficient labor and equipment to begin work. The consultant shall provide the City with a primary and backup designated representative's phone number or dispatch number and a backup phone number that the City can reach at any time. The City will contact the consultant's designated representative or backup representative by phone to request such work. Work from a daytime call out may extend into nighttime hours. Any night work will be scheduled at least 48-hours in advance. When receiving an emergency work request from the City, the consultant shall confirm within 30 minutes of the call whether he accepts or declines the work request. For non-emergency requests the confirmation time is 4 hours. A "declined Request" is defined as the occurrence of one of the following:

- Consultant cannot be reached at either of the designated phone numbers
- Consultant does not confirm acceptance or decline of the work request within 30 minutes for an emergency call out or 4 hours for non-emergency call out
- Consultant declines the work request within the designated time

After three (3) Declined Requests the City reserves the right to terminate this Agreement for nonperformance. If the Consultant accepts the work request and subsequently fails to respond on site within the designated time for emergency or non-emergency work, it shall be considered a No-Show. After two (2) No-Shows, the City reserves the right to terminate this Agreement for non-performance.

3.3.8.3 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without

limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.4 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor.

Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers,

employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by first-class mail has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents,

and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 INTENTIONALLY LEFT BLANK.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not

be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Cannon Corporation
1050 Southwood Drive
San Luis Obispo, CA 93401
Attn: David Noellsch, Project Manager

City:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Clete Saunier, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND CANNON CORPORATION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

CANNON CORPORATION

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

[DUE TO PAGE VOLUME, THIS EXHIBIT IS INTENTIONALLY OMITTED. A COPY OF THE AGREEMENT IS AVAILABLE AT THE CITY CLERK'S OFFICE]

EXHIBIT "B"

WORK ORDER

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 933-4212

MAINTENANCE WORK ORDER # XX

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated _____

Project Name: XXXXX
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Description of Services to be performed by Contractor under this Work Order:

The city of Santa Paula authorizes the Contractor (_____) to _____ . Please see attached proposal dated _____ (exhibit A)

Time for Completion:

The Contractor shall complete on _____.

Cost Estimate:

Work Order No.XX will not exceed $_____ and will be expensed to XXX-5-XXXX-XXX.This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____ _____ _____

Contractor Date Date

Recommended/Approved By:

Clete Saunier,	Date	Dan Singer	Date
Public Works Director		City Manager	
		Christy Ramirez,	Date
		Finance Director	

EXHIBIT "C"

COMPENSATION

2023/2024 Fee Schedule

Assistant Resident Engineer	$ 150 - $ 197
Associate Engineer	$ 168 - $ 230
Associate Land Surveyor	$ 205 $ 223
Associate Landscape Architect	$ 169 - $ 204
Automation Specialist	$ 157 - $ 200
Automation Technician	$ 121 - $ 142
CAD Tech	$ 101 - $ 136
CAD Manager	$ 128 - $ 159
Construction Inspector I - III	$ 119 - $ 191
Design Engineer	$ 139 - $ 184
Director/ Department Manager	$ 200 - $ 297
Engineer Tech	$ 110 - $ 144
Engineering Assistant I - II	$ 113 - $ 139
Grant Funding Manager I - II	$ 151 - $ 204
I&E Services Coordinator	$ 108 - $ 138
Information Systems Admin/Manager	$ 128 - $ 159
Land Surveyor	$ 187 - $ 225
Landscape Architect	$ 125 - $ 156
Landscape Designer I - II	$ 103 - $ 142
Lead Automation Specialist	$ 167 - $ 209
Lead Automation Technician	$ 127 - $ 164
Lead Designer	$ 133 - $ 175
Office Engineer / Document Control I-III	$ 114 - $ 164
Plan Check Engineer I - II	$ 131 - $ 192
Planner I - III	$ 121 - $ 168
Planning Assistant	$ 98 - $ 138
Principal Automation Specialist	$ 176 - $ 219
Principal Designer	$ 127 - $ 189
Principal Engineer	$ 198 - $ 277

Other Direct Charges

Black Line Plots	$2.00 per page
Outside Reproduction	Cost + 15%
Mylar Plots	$12.00 per sheet
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%
Technology Fee	$30/Day
Color Plots	$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

Project Designer	$ 122 - $ 169
Project Engineer	$ 151 - $ 199
Resident Engineer	$ 191 - $ 235
Sr. Associate Architect	$ 209 $ 249
Sr. Associate Engineer	$ 173 - $ 265
Sr. Automation Specialist	$ 172 - $ 213
Sr. Automation Technician	$ 142 - $ 180
Sr. CAD Tech	$ 113 - $ 145
Sr. Consultant / Principal-in-Charge	$ 266 - $ 333
Sr. Land Surveyor	$ 203 - $ 263
Sr. Landscape Architect	$ 183 - $ 221
Sr. Plan Check Engineer	$ 172 $ 217
Sr. Principal Designer	$ 139 - $ 212
Sr. Principal Engineer	$ 210 - $ 305
Sr. Project Designer	$ 122 - $ 182
Sr. Project Engineer	$ 157 - $ 215
Sr. Resident Engineer	$ 196 - $ 246
Survey Assistant	$ 113 - $ 142
Survey Technician I - V	$ 139 - $ 208
Technical Writer I - IV	$ 113 - $ 139

Survey Crew Rates - Regular

One-Man Field	$ 207 $ 222
Two-Man Field	$ 289 $ 304
Three-Man Field	$ 380 $ 395
Two-Man - HDS	$ 332 $ 347

Survey Crew Rates - Prevailing Wage

One-Man Field	$ 255 $ 271
Two-Man Field	$ 367 $ 389
Three-Man Field	$ 523 $ 539

Electrical - Prevailing Wage

Electrician	$ 197 $ 240

Building and Construction Inspector - Prevailing Wage

BCI Construction Inspector	$ 160 $ 190

Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends, and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of four hours will be charged for any Automation Field Service calls outside of normal working hours. The stated rates are subject to change, typically on an annual basis.

(effective 10/1/2023)

Attachment 2

MAINTENANCE SERVICES
AGREEMENT
ON-CALL SERVICES BETWEEN THE CITY OF SANTA PAULA
AND PROUSYS INC.

CITY OF SANTA PAULA
MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA
AND
PROUSYS INC

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of December, 2023 by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and ProUsys Inc., a California corporation with its principal place of business at 4300 Easton Drive, Suite 13, Bakersfield, CA 93309 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing water systems SCADA maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the on-call water systems SCADA maintenance project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Services shall be more particularly described in the individual Work Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Work Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Work Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1st, 2023 to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

1.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Work Order shall be set forth in the relevant Work Order. The total compensation for all Work Orders issued hereunder shall not exceed **Two Hundred Fifty Thousand Dollars and Zero Cents** (**$250,000.00**) per fiscal year without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.1 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.2 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Work Order issued by the City (the "Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates Clete Saunier, Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Kevin Mueller, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.8.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subconsultants, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including

in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santa Paula, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

ProUsys Inc.
3935 Long John Drive
Panama City Beach, FL 32408
Attn: Kevin Mueller, President

City:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Clete Saunier, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.7.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.16 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.8 Federal Provisions.

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor shall comply with all federal requirements including, but not limited to, the following: 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference, and Federal Contract Provisions attached hereto as Exhibit "D" and incorporated herein by reference. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA PAULA AND PROUSYS INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SANTA PAULA

Approved By:

_____
Dan Singer,
City Manager

Approved as to Form:

_____
Monica Castillo,
City Attorney

Attested By:

_____
Julie Latshaw,
City Clerk

PROUSYS INC.

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By: _____

Its: President

Printed Name: Kevin A. Mueller

By: _____

Its: Secretary

Printed Name: Kevin A. Mueller

786695 A, C10
Contractor's License Number and Classification

1000005332
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

[DUE TO PAGE VOLUME, THIS EXHIBIT IS INTENTIONALLY OMITTED. A COPY OF THE AGREEMENT IS AVAILABLE AT THE CITY CLERK'S OFFICE]

EXHIBIT "B"

WORK ORDER

City of Santa Paula 970 Ventura Street / P.O. Box 569, Santa Paula, CA 93061 / (805) 933-4212

MAINTENANCE WORK ORDER # XX

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated _____

Project Name: XXXXX
Project Number:
Contractor Name:
Vendor Number:
Contract Number:
Account Number: XXX-X-XXXX-XXX
Date Prepared:

Description of Services to be performed by Contractor under this Work Order:

The city of Santa Paula authorizes the Contractor (_____) to _____ . Please see attached proposal dated _____ (exhibit A)

Time for Completion:

The Contractor shall complete on _____.

Cost Estimate:

Work Order No.XX will not exceed $_____ and will be expensed to XXX-5-XXXX-XXX.This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated _____.

CONSULTANT/CONTRACTOR

_____ _____ _____ _____
Contractor Date Date

Recommended/Approved By:

Clete Saunier,	Date	Dan Singer	Date
Public Works Director		City Manager	
		Christy Ramirez,	Date
		Finance Director	

EXHIBIT "C"

COMPENSATION

ELECTRICAL, INSTRUMENTATION AND CONTROL SYSTEMS

THE LOGICAL SOLUTION FOR SEAMLESS INTEGRATION

HOURLY RATE SCHEDULE

(Computer Use Included)

Project Administration		**Engineering**	
Sr. Project Manager	$165.00	Principal Engineer	$175.00
Project Manager	$125.00	Engineering Manager	$150.00
Project Lead	$115.00	Sr. Engineer/Field Engineer	$125.00
Safety Coordinator	$100.00	Project Engineer	$100.00
Project Assistant / Administration	$ 65.00	**Design**	
Shop Services		Lead Designer	$100.00
Fabrication Journeyman	$ 85.00	Sr. Designer	$ 95.00
Fabrication Apprentice	$ 75.00	Designer	$ 90.00
Fabrication Apprentice Helper	$ 60.00	Drafter	$ 75.00
Electrical Services		**Software**	
Electrical Foreman	$110.00	Sr. Systems Analyst	$100.00
Electrical Master Journeyman	$110.00	Systems Analyst II	$100.00
Electrical Senior Journeyman	$100.00	Systems Analyst I	$100.00
Electrical Journeyman	$ 95.00	Analyst	$100.00
Electrical Apprentice	$ 90.00		
IET Field Services			
Sr. Communications Tech	$110.00		
Sr. Automation Technician	$100.00		
Automation Technician	$ 90.00		

Equipment / Services	
Per Diem	NA
Mileage Vehicles	$1.25/mi.
Materials/Equipment/Expenses/ Other	Cost plus 15% markup and applicable taxes

Cost estimates, fixed bids, not to exceed pricing, and Service Agreement rates are available upon request. Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Field hours may vary. Straight time rates apply to the first 8 hours worked in the same day. Overtime one and one half time rates will be billed for time over 8 hours per day of Field work or for work outside of normal business hours. Overtime double time rates will be billed for time over 80 hours per week, holiday work or Sunday work. Priority Technical Support requiring immediate response (within 24 hours of request) will be charged at time and one half rate, with a minimum of four hours billed. Telephone Technical support will be billed at a minimum of 2 hours. All field rates are billed Portal to Portal.

Terms: Net 30 days, 2% per month late charges

Rates effective January 1, 2023 or until further notice

Corporate Office:
4300 Easton Dr., Suite 13
Bakersfield, CA 93309
Phone: 678.429.6290

csia control system integrators association CERTIFIED

Remit To/Mailing:
3935 Long John Drive
Panama City Bch,FL32408
Phone: 678.429.6290

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Santa Paula (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records. 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. The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Contractor will not discharge or in any other manner discriminate

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

2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Contractor shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) 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., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) 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., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply

with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. 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. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must 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.

2.5 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for

work performed on a time and materials basis shall include a ceiling price that Contractor exceeds at its own risk.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: WATER RECYCLING FACILITY (WRF) BLOWER REPLACEMENT PROJECT

Date: December 6, 2023

Agenda Item: 9.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve budget adjustments and allocations as recommended by staff for the WRF Blower Replacement Project.

BACKGROUND:

The Water Recycling Facility (WRF) has been in operation continuously since 2010 and is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD. The WRF is maintained and operated by the Ventura Regional Sanitation District (VRSD). Blowers at the WRF are vital equipment and are used in various processes such as, in primary treatment with the aeration tanks, and in secondary treatment with the membrane bioreactors and aerobic digesters. With a total of ten blowers throughout the facility, their primary function is to provide correct air flow via diffusers to ensure the wastewater is treated properly in the aforementioned processes. Without functional blowers the plant cannot operate.

ANALYSIS:

The existing blowers at the WRF are nearing the end of their useful life and have required multiple repairs. A rental blower was used for a portion of 2022, and one blower was ultimately relocated from the digesters to the aeration blower system to provide required redundancy. Major servicing or repairs on blowers most recently occurred in July 2022 and May 2023. Quotes for replacement blowers have been received for replacements from multiple vendors, with costs ranging from $95,000 to $200,000 (not including any process piping modifications). The blower replacement analysis indicates a lead time of 4-6 months or longer for new blowers. Given the critical role of these blowers in the treatment process, replacement is crucial to maintaining operational efficiency and meeting the community's water treatment needs. A CIP with recurring funding ($250,000 per year) for the next 7 years is needed for a replacement program to install new blowers at the plant. This would provide funds for design, construction, and construction management of an annual blower replacement project until all of the blowers at the plant have been replaced.

There is $250,000 per year available in CIP 9351 (“WRF – Capital Expenditures”) that may be utilized for this project. CIP 9351 was intended for replacement of failing infrastructure at the WRF; reallocation of these funds to the proposed project will serve that purpose in a specific and necessary application.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City’s infrastructure to be safe, sustainable, innovative and cost-efficient.

This project funding allocation will facilitate the continued operation of wastewater collections and treatment for City residents and businesses.

FISCAL IMPACTS:

The estimated annual cost for a replacement program is $250,000 per year (for approximately 7 years).

Staff proposes to fund this project by creating a new CIP (9XXX) and creating a budget transfer for $50,000 per year from account 610-5-9351-290 to a new account number 610-5-9XXX-290 and $200,000 per year from account 610-5-9351-660 to a new account number 610-5-9XXX-660 in both the FY 23-24 and FY 24-25 budgets.

OPTIONS:

The Council has the following available alternative options to staff’s recommendations:

1. Do not approve a budget adjustment and allocations to fund a new CIP project to address the WRF blower replacement program. This action would significantly delay critical equipment replacement and may impact WRF operations in the event of equipment failure.

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: STORM DRAIN REPLACEMENT PROJECT (VIEW DRIVE TO VIRGINIA TERRACE)

Date: December 6, 2023

Agenda Item: 9.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve budget adjustments and allocations as recommended by staff for the Storm Drain Replacement (View Drive to Virginia Terrace) Project.

BACKGROUND:

The majority of underground storm drain conduits in the City consist of corrugated metal pipe (CMP), as well as reinforced concrete pipe (RCP), poly vinyl chloride (PVC), and redwood box (RDWD) systems. A significant portion of the City's CMP storm drains have reached or exceeded the limits of their service life and require increasing frequency of repair or wholesale replacement to address continuation of their service for drainage conveyance and the mitigation of flood hazards to motorists, pedestrians and adjacent property. The deterioration of storm drain piping due to age, corrosion, and storm related debris accumulation poses the potential for pipe failure, including sinkholes, subsidence and other damage to City roadway and pavement infrastructure.

From a Citywide drainage perspective, the City's street and drainage network are interconnected elements, in which streets convey storm water, which is in turn intercepted and conveyed by underground storm drains. Due to the minimal amount of storm drain facilities in many parts of the City, streets with their curbs and gutters are relied upon to convey storm water considerable distances prior to being transferred to underground storm drains. In many areas, due to lack of capacity or debris accumulation, streets continue to perform a parallel drainage function, which is critical to insure effective conveyance of storm water runoff and limit flooding.

ANALYSIS:

On October 23, 2023 staff investigated a sinkhole that appeared on Virginia Terrace near its intersection with 6th Street. City staff suspected the cause was due to a storm drain that had partially collapsed. Ventura Regional Sanitation District (VRSD) investigated the damaged storm drain and determined that approximately 350' of storm drain from the intersection of 6th

Street and View Drive proceeding south towards Virginia Terrace is completely impacted with tree roots, rock cobble and other debris and requires replacement. The deterioration of portions of the storm drain caused voids in the street subgrade, resulting in the appearance of a sinkhole with associated roadway failure. To address further failure of the roadway and related hazards to pedestrians and vehicles, staff recommends the immediate replacement of the storm drain line. This storm drain replacement would occur in conjunction with the subgrade excavation and repair necessary to restore the roadway.

The first priority is to complete the design of the required storm drain replacement, inclusive of plans, specifications and an engineer's opinion of probable costs, for which staff will utilize a qualified member of the City's on-call consultant team with whom a professional services agreement (PSA) has been executed. This design portion of the project is anticipated to be less than $50,000. Total costs for design and construction period services are anticipated to be approximately $75,000. Recent experience with a storm drain replacement on Corporation Street of similar scope informed the current estimate of $200,000 for construction, which is summarized in the Fiscal Impacts section below. Staff will return to Council following the completion of design to request approval to advertise the project for construction.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

FISCAL IMPACTS:

Funding for the project is derived from both Citywide Street Preservation and Maintenance as well as Measure T. A budgetary summary is presented in Table 1 below, which includes anticipated costs related to design services, construction management/inspection, and construction period engineering services. These anticipated costs are intended to inform budgeting and related encumbrance of funding. An update based on an engineered design and associated construction cost opinion will be provided when this project returns to Council at a future meeting.

Table 1: Funding Sources – Roadway Repair and General Fund

Fund Source	**Account No.**	**Budget**
Measure T	104-5-9285-660	$75,000.00
Citywide Street Preservation and Maintenance	104-5-9359-660	$200,000.00
Total =		$275,000.00

OPTIONS:

The Council has the following available alternative options to staff's recommendations:

1. Do not approve budget adjustments and allocations as recommended by staff for the

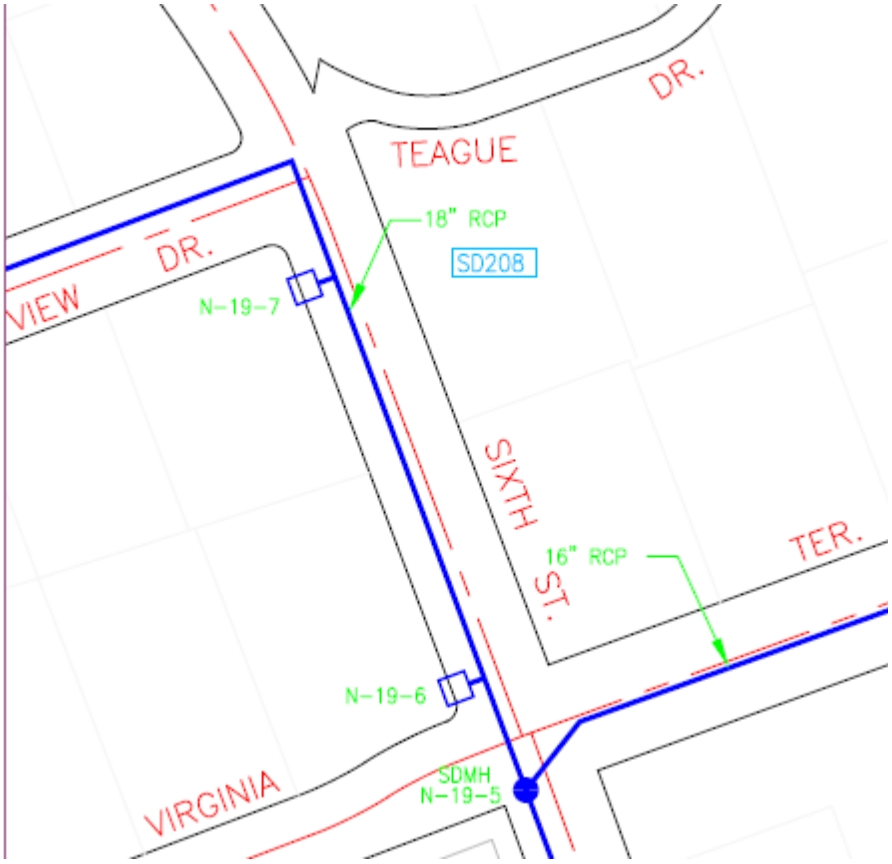
Storm Drain Replacement (View Drive to Virginia Terrace) Project. This action would significantly delay critical infrastructure repair and replacement.

ATTACHMENTS:

EXHIBIT A - Project Location Map.pdf

EXHIBIT A

Project Location Map



CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: DISASTER RECOVERY AND EMERGENCY FUNDING REIMBURSEMENT UPDATE

Date: December 6, 2023

Agenda Item: 9.H

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Disaster Recovery and Emergency Funding Reimbursement Update.

BACKGROUND:

Severe winter storms, which commenced in January of 2023 and continued in subsequent months, have caused damage to City buildings, roads, drainage systems, and water distribution facilities. On January 4, 2023, the Governor of California declared a state of emergency as a result of the winter storms related to a series of atmospheric river systems that produced heavy rainfall and related flooding throughout the State.

On January 8, 2023, President Biden declared an emergency in California in response to the severe winter storms, flooding, and mudslides experienced in the State. This federal emergency declaration allows federal assistance to supplement the local response efforts and authorizes the Department of Homeland Security's Federal Emergency Management Agency (FEMA) to coordinate all disaster relief efforts. On April 3, 2023, President Biden issued an additional emergency declaration based on subsequent winter storm, which occurred in February and March of 2023.

In conjunction with the federal disaster declaration, personnel from FEMA have been in contact with the City, coordinating disaster recovery efforts and clarifying program requirements. Initial FEMA requests of the City included the formal assessment of damaged City property and facilities, quantification of damage scope and estimated repair costs, and coordination of debris removal and protective measures to mitigate further damage pending the approval of formal repairs. In some cases, areas of latent storm damage appeared in the weeks and months following initial storm events, but still required immediate response and related repair efforts to address hazards to citizens and property.

Following the initial winter storms in January 2023, City staff began assessing damage to City roads, drainage and water distribution facilities, and other City property. These initial

assessments were followed by debris removal operations where immediately necessary, as well as the implementation of sandbags, slope protection and other measures to mitigate further damage to City property pending detailed review by FEMA. Since this time, City staff have been working with FEMA personnel to categorize and quantify specific areas of facility damage, as well as to coordinate approval of specific damage locations.

Natural disasters occur irregularly in the region, with unpredictable frequency and severity. Natural disasters can include fires, earthquakes, flooding and debris flows, as well as other damaging events. While these events are known to occur from historical experience, their irregular nature and severity make budgeting for natural disasters and related response, repair and recovery largely impractical in the City's 2-year budgeting process.

On July 19, 2023, City Council authorized the use of reserve funds for costs associated with disaster response and recovery associated with winter storms and related damages sustained by City facilities commencing January 4, 2023 under the provisions of the City's Reserves Policy. On the same day, City Council also authorized the payment of invoices for contracted professional services associated with disaster recovery efforts performed from January 4, 2023 through a date approved by responsible agencies using monies from the General Fund Contingency Reserve, which amounted to $441,323.71. This included costs related to City, State, FEMA and County coordination, field meetings, damage assessment, cost estimation, preliminary design of facility repairs, as well as road and utility repairs to 6th Street. Concurrent with this approval, staff agreed to return to Council at a subsequent meeting to provide a progress update on disaster recovery efforts and associated reimbursement of costs incurred by the City.

ANALYSIS:

Since July, staff have continued to coordinate with FEMA staff, as well as staff associated with the State Office of Emergency Services (CalOES). As noted in the July 19, 2023 staff report, the damages associated with January storms have been addressed under the federal disaster number DR 4683 in association with President Biden's January 8, 2023 declaration, which covers storm related damage, which occurred between December 27, 2022 to January 31, 2023. Since the July meeting, staff received confirmation from FEMA that damage associated with February and March storms will be addressed under the federal disaster number DR 4699 in association with President Biden's April 3, 2023 declaration, which covers storm related damage which occurred between February 21, 2023 to July 10, 2023.

In the interim, the City is awaiting formal approval of reimbursement for specific disaster recovery project locations and associated damage estimates. City staff have been working diligently with FEMA to provide information as requested. Information requests from FEMA relative to the 6th Street Sinkhole following their inclusion of the City's repair effort under DR 4699 have proceeded smoothly, and CalOES is completing their review of the reimbursement request, which precedes a final determination of funding reimbursement. While a specific date at which CalOES will make a final determination for reimbursement has not been provided, staff will continue to work with the State to provide any additional information required.

FEMA's Disaster Assistance program contemplates multiple components of project funding and related assistance for the City's disaster recovery efforts. Initial efforts such as debris removal, protective measures (sandbags and tarping) and FEMA coordination associated with scoping, cost estimates, administrative functions and other efforts prior to project approval are

currently underway. Once disaster recovery projects receive approval by FEMA they are characterized as permanent restoration projects. Upon project approval, a budgetary summary is provided by FEMA detailing total project cost, inclusive of FEMA and City cost participation. Typical reimbursement percentages are addressed in the Fiscal Impacts section below.

The process to seek and receive reimbursement through FEMA's Disaster Assistance program can be lengthy, often taking over a year to obtain approval for permanent restoration projects and reimbursement for initial costs. Permanent restoration projects typically occur over multiple years, allowing for design, construction and project close out and related City reimbursement.

Certain projects submitted to FEMA's Disaster Assistance program require interim efforts to address temporary access or to maintain temporary protective measures pending formal approval and funding of permanent projects. These projects are further detailed below:

- Peck Tank Access Road. The access road is located within a narrow easement and was damaged by winter storms which washed away a portion of the road and supporting slope. The slope and roadway are protected by sandbags and plastic sheeting, which require monitoring and replacement prior to and during rainy season. Maintenance of these temporary protective measures is anticipated to cost $1,500. The permanent restoration entails the construction of a retaining wall to support the road to avoid future issues with slope failure, together with pavement and drainage repair for the access road. The cost for the permanent repair for Peck Tank Access Road is currently estimated at approximately $125,000.
- Case Tank Access Road. The access road, situated in a remote location at the north end of the City, suffered extensive culvert and slope failures. Excessive rainfall during the winter storms resulted in significant flow in the creek that traverses the site, resulting in washouts of the road and associated culverts at 2 locations. Damage to the road has rendered Case Tank inaccessible, and the City's Water Division staff are unable to service or maintain their water facilities. The repair of the access road and creek crossings will require extensive engineering and regulatory permitting, following approval of the permanent restoration project by FEMA. City staff is looking to approach this project in two phases. Phase 1 would include temporary bridges over the failed areas with an approximate cost of $50,000, which would include pre-cast supports and rented bridges for a period of 18-24 months. This Phase 1 effort would allow the City's Water Division personnel access to currently inaccessible facilities pending approval of the Phase 2 permanent restoration, which is currently estimated at approximately $850,000-$1M.
- Ojai Street Sinkhole. This damage location is currently covered by a steel plate, situated at the southern terminus of Ojai Street north of the railroad tracks. The protective plate was provided by the City's Streets Division, and interim conditions requires no further protective measures. The permanent repair would include replacement of storm drain pipe, a storm drain junction structure, and road repair. The cost is currently estimated at approximately $100k.

In general, the City has addressed provisions for the funding of emergency repairs, debris removal and protective measures with reserve funds that are maintained for these types of emergencies (see Exhibit A - Reserves Policy), as well as other events which are not anticipated in the normal budgeting process.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, recovery of general fund monies utilized to address expenditures related to a declared disaster from State and federal funds established for this purpose is fiscally prudent to Santa Paula taxpayers.

FISCAL IMPACTS:

Since July 19, 2023, the City has expended approximately $15,000 in disaster related costs related to consultant efforts with City, State, FEMA and County coordination, field meetings, damage assessment, cost estimation, and preliminary design of facility repairs. These efforts are tracked separately and paid out of General Fund allocated to contract City Engineering, pending reimbursement by FEMA. Interim protective measures and contemplated provisions for temporary access to Case Tank will be separately tracked and paid out of Water Enterprise funds, pending reimbursement by FEMA. Per FEMA's agreement with the State, FEMA will reimburse the applicant for 75% of eligible costs. For the remaining 25% required by the applicant, the State (CAL OES) will reimburse 18.75% of this 25%, with the City responsible for 6.25% of eligible costs.

Eligibility of individual costs incurred from the January severe storms (DR 4863), as well as the February & March severe storms (DR 4699) continue to be under discussion and review with FEMA.

OPTIONS:

No options are proposed at this time. This item is informational in nature.

ATTACHMENTS:

Exhibit A - Reserves Policy.pdf

EXHIBIT A

Santa Paula Reserves Policy

Reserves Policy

POLICY PURPOSE

The purpose of this policy is to establish general guidelines for the establishment, maintenance and use of reserves. The reserves will generate investment income, provide a margin of safety and stability to protect the City from exposure to catastrophic events and economic impacts and provide flexibility to pursue emergent opportunities.

General Fund Contingency Reserve

The General Fund Contingency Reserve Policy requires that the City strive to maintain a minimum balance of 20% of allocated General Fund (and sub-funds, including but not limited to the General – Measure T Fund) ongoing expenditures of any given year. The contingency reserve balance should be reported annually, with fund transfers to be made annually prior to the closing of the fiscal year.

INTENDED USES FOR RESERVE

- Interruptions in cash inflows

  Examples include the State holding back or altering tax disbursements, loss of sales tax receipts of a one-time nature, or a significant economic slowdown. If the cash inflow interruption is of an ongoing nature, reserve use is limited to a consecutive two-year period, not to exceed 50% of the beginning reserve balance.

- Emergencies

  In the event of an emergency or disaster such as earthquakes, fires, floods or other such emergencies, the entire balance may be used to temporarily fund recovery costs. It is understood that all aide assistance options will be sought to fund recovery efforts or reimbursement of the General Fund Contingency Reserve for fronting of recovery costs.

- Capital Acquisitions

  Up to one-third of the Contingency Reserve balance may be used to finance capital acquisitions, as long as a repayment plan is approved. The repayment plan must be financially feasible based on the City's adopted Long-Term Financial Forecast. Alternative financing options shall be presented for consideration along with the use of the Contingency Reserve.

- Emergent Opportunities

Up to one-third of the Contingency Reserve balance may be used to finance opportunities that directly benefit the City in a variety of ways. These include, yet are not limited to, creating, enhancing, or preserving revenue streams, or otherwise strengthening the City's financial performance.

OTHER CRITERIA FOR USE

A majority vote from the City Council is required to determine that it is necessary to use the Contingency Reserve for any of the uses listed above.

With the exception of the emergency scenario, the reserve contingency balance allocated for other intended uses shall not exceed 50% of the required balance in any given year.

The Reserve fund will strive to maintain a minimum balance, or floor, of 5% of the General Funds' operating budget. A unanimous decision by Council must be made in order to utilize the remaining 5%.

REPLENISHMENT PLAN

Unless a repayment plan is pre-established at the time reserves are allocated, Staff shall bring for Council consideration a replenishment plan, within 90-days of allocation from the reserve. It would be Council's expectation that every effort would be made to replenish the reserve as soon as it is financially feasible and practical to do so.

If the reserve cannot be replenished by the next annual budget, a repayment plan not to exceed five years should be approved by council via a majority vote.

ENTERPRISE FUND RESERVES

The City will strive to have available cash reserve to cover operating shortfalls to be used for both short term cash flow and contingency planning for unforeseen situations such as unexpected increases in costs or declines in revenues, legislative or judicial mandates, new or expanded services or programs, natural disaster emergencies, one-time Council approved non-capital expenditures or capital needs, and interruptions in billing process to customers.

The Enterprise Reserves Policy requires the following Reserves be established and incorporated in the budget development process:

1. **Capital Improvement and Capital Replacement Reserves Fund**

   Each Enterprise shall strive to maintain funds equal to a minimum of 3% of the net depreciable capital assets for capital repair and replacement needs. This reserve addresses the City's long-term capital needs as well. The calculation of funds maintained in this category will exclude any funding anticipated to be obtained from outside sources such as external financing or grants.

2. **Operating Reserve**

The Water Enterprise shall strive to maintain an operating reserve at a minimum cash level balance equal to 25% of its annual operating expenses. This reserve target is equal to a three month (or 90-day) cushion for normal operations.

The Sewer Enterprise shall strive to maintain an operating reserve at a minimum cash level balance equal to 50% of its annual operating expenses. This reserve target is equal to a six month (or 180-day) cushion for normal operations.

These reserves will strive to bridge the gap between the time expenses are paid and the time revenues from the same service are collected from customers. The funds will ensure continuity of service regardless of cash flow.

3. Debt Reserve

Each Enterprise shall maintain reserve requirements of the outstanding bonds of the respective fund.

REPLENISHMENT PLAN

Unless a repayment plan is pre-established at the time reserves are allocated, Staff shall bring for Council consideration a replenishment plan, with the next budget development cycle. It would be Council's expectation that every effort would be made to replenish the reserve as soon as it is financially feasible and practical to do so. The replenishment plan may not exceed five years.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: PROFESSIONAL SERVICES AGREEMENT AMENDMENT FOR WASTEWATER COLLECTION SYSTEM CHLORIDE SOURCE IDENTIFICATION STUDY

Date: December 6, 2023

Agenda Item: 9.I

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Ventura Regional Sanitation District for the next phase of the Wastewater Chloride Source Identification Study in a form approved by the City Attorney, contingent upon approval by VRSD Board of Directors.

BACKGROUND:

The Water Recycling Facility (WRF) was completed in 2010 and operates under a permit from the Los Angeles Regional Water Quality Control Board (LARWQCB) to discharge treated wastewater. The permit was amended in May 2022 (Waste Discharge Requirements R4-2018-0022-A1). The permit requires that chloride concentration in the effluent discharge be less than 110 milligrams per liter (mg/L) to meet a groundwater quality objective of 110 mg/L. Historically, the discharge has exceeded this limit, and the City received a Cease and Desist Order (CDO) for the WRF in February 2018 (CDO R4-2018-0023-A1, amended in May 2022) requiring the discharge be brought into compliance. The CDO allows ten years for the City to achieve full compliance with the effluent chloride limit by February 8, 2028.

Over the last several years, chloride concentrations at the WRF have been dropping near, and in some cases below, the 110 mg/L concentration requirement. Exhibit A presents a chart showing more than 11 years of average monthly chloride concentrations in the WRF treated effluent between January 2012 and September 2023.

The City has been preparing to construct the Advanced Water Treatment Facility (AWTF) to meet chloride limits at an anticipated capital cost of over $20 Million and an anticipated operating and maintenance cost of over $1 Million annually. It is important to understand whether the long-term trend of decreasing chloride concentrations in WRF effluent is likely to continue or if future concentrations cannot predictably stay below the effluent limit. This trend could affect the need, or at a minimum, the design criteria for the AWTF.

In November 2022, City staff presented the Wastewater System Collection System Chloride Source Evaluation technical memorandum (TM). The TM summarized a study conducted by the City, Ventura Regional Sanitation District (VRSD), and MKN. The objective of the study was to evaluate concentrations of chloride in Santa Paula's wastewater collection system in an attempt to identify potential sources, consider potential source control measures, and estimate whether the downward trend in chloride concentration is likely to continue. While the sampling program could not confirm the cause of reduction in chloride levels, it indicated collection system conditions will drive WRF effluent chloride concentrations. City Council directed staff to request an extension to the interim milestones of the CDO to continue studying the collection system chloride levels and evaluate the potential for the WRF to meet the chloride limits without the AWTF Project.

At the February 15, 2023 City Council meeting, City Council received an update on the wastewater chloride source study, considered options moving forward, and directed staff to develop a Chloride Source Identification Study to explore chloride reduction strategies with an estimated cost of $130,000 - $200,000. The detailed scope for the chloride study and cost of just under $131,000 was authorized in May. Sampling was conducted in June & July 2023.

At the November 15, 2023 City Council meeting, City Council received a report on the Draft Wastewater Chloride Source Identification Study. The Santa Paula Chloride Source Evaluation, conducted by Larry Walker Associates, aimed to identify sources of chloride impacting the Santa Paula Water Reclamation Facility. Initial efforts from the sampling conducted between April and September 2022 pointed to potential sources such as self-regenerating water softeners, water supply, residential and commercial water use. Subsequent investigations at nine strategic locations in June and July 2023 revealed major contributors in Central Santa Paula, Western Santa Paula, and downstream of Central Santa Paula on Acacia Road. These areas, particularly upstream of Site 19, within Western Santa Paula, and upstream of Site 7, were identified as focus areas for future chloride control strategies. The study recommends additional sampling at specific locations to confirm chloride sources, assess the feasibility of source control efforts, and determine where such efforts should be concentrated.

The November 15th report provided three options for moving forward, including 1) pausing the bid process for the AWTF and continuing the chloride study, 2) ending the chloride study and moving forward with the AWTF bid process using the current design, or 3) pausing the AWTF bid process and performing a design refinement study for the AWTF while continuing the chloride study concurrently. The third option was recommended by City staff and, after discussion and consideration, City Council directed staff to move forward with Option 3.

ANALYSIS:

Next Phase of Chloride Study

Staff coordinated with MKN & Associates, Inc., (MKN) the AWTF Project Manager and Design Engineer, to procure proposals for the second phase of the Chloride Study and for the AWTF Design Refinement Study in accordance with City Council's November 15, 2023 direction. A brief summary of services for each proposal is summarized below.

Larry Walker Associates (LWA) will continue to serve as primary author of the report, which will include the following steps:

- Develop Phase 2 Monitoring Plan
- Quantify chlorides sources
- Identify chloride control strategies
- Prepare report to summarize all work described above

LWA reviewed the budget spent to date on the chloride study and the anticipated scope for the next phase. The original scope and budget was approved at the City Council meeting on May 2, 2023, in the amount of $54,920. As of the end of October 2023, LWA had expended approximately 53 percent of the budget, and estimates the next phase of work can be completed within the existing remaining budget.

MKN will provide project management services for the Chloride Study (reference Exhibit B) as briefly listed below. (Services for the Design Refinement Study are summarized separately, in the next section).

- Project management services, including coordination and support for the City's wastewater operator (Ventura Regional Sanitation District, VRSD) and the City's WRF Regulatory Consultant (Larry Walker Associates, LWA)
- Coordination and attendance at progress meetings with City staff, VRSD, and/or LWA as needed during review of the sampling results and/or development of the Study Preliminary review of the collection system sampling results from VRSD (analyses to be performed by LWA)
- Review of the updated draft and final Study developed by LWA
- Preparation of one draft staff report and presentation for City Council during the study, including attendance at and delivery of presentation to City Council
- Preparation of letter to provide an update regarding the Study to Los Angeles Regional Water Quality Control Board staff.

VRSD will manage installation of flow meters in the wastewater collection system, collect and analyze flow data, collect water quality samples, and direct laboratory analysis. Contingent upon Council approval of the proposed First Amendment to the Professional Services Agreement (PSA Amendment, Exhibit C), the VRSD Board will consider approval of the PSA as its December 7, 2023 public meeting.

The table below summarizes the estimated cost for the next phase of the Chloride Source Identification Study:

Proposal	Budget
LWA	$ 0
MKN	$ 8,063
VRSD	$ 57,944.70
Total	**$ 66,007.70**

The total budget is less than noted in the November 15 th staff report (which estimated $65,000 to $80,000). The work is anticipated to require approximately 5 to 7 months for completion.

AWTF Design Refinement Study

MKN provided a proposal to prepare the AWTF Design Refinement Study (reference Exhibit B). The scope of work is briefly summarized below:

- Project management, including direction of staff and monitoring schedule and budget, coordination with City staff, presentation at one City Council Meeting (on draft report), and quality control reviews for all deliverables.
- Evaluate current water quality, review existing design criteria and update as needed, and evaluate design flexibility for changing water quality
- Evaluate construction phasing and consider design optimizations, including coordination with equipment vendors
- Develop draft and final Technical Memorandum to summarize the Study

The proposed budget for the AWTF Design Refinement Study is $34,946, and it is anticipated the draft technical memorandum will be completed within about 4 months, and presentation of the Study to City Council is planned for April.

The AWTF Design Refinement Study will likely be completed before the next phase of the Chloride Study is done. While the results of the Chloride Study have the potential to impact the AWTF design, based on the need to comply with the Cease and Desist Order and the uncertainty that chlorides can be controlled in the collection system, City Council directed staff to move forward with the AWTF Design Refinement Study. The AWTF design will be evaluated based on recent historical water quality, in consultation with equipment vendors, and optimizations and/or phasing strategies can be developed without the results of the Chloride Study. The AWTF Design Refinement Study will provide recommendations for any warranted design changes, which, if authorized, will be underway when the results of the Chloride Study become available. If the Chloride Study determines that there may be effective chloride reduction strategies that could eliminate the need for the AWTF, there will be opportunity for the City Council to consider this and direct staff on potential recommended AWTF design revisions. Additionally, City Council will need to authorize release of a bid package for construction of the AWTF.

The total cost for the continued chloride study and design refinement study is $100,953.70, within the estimated total from the November 15th staff report ($90,000 – $120,000).

Los Angeles Regional Water Quality Control Board

On March 13, 2023, City staff sent a letter to the Los Angeles Regional Water Quality Control Board (LARWQCB) to provide an update on the City's current status with the WRF Cease and Desist Order, the AWTF Project, the CWSRF loan, and the chloride study. The letter provided the LARWQCB with an update on the AWTF Project and Cease and Desist Order, indicates the City's intentions to comply with permit requirements, and explained why the City elected to delay the AWTF Project bid in order to further study wastewater collection system chlorides. In June/July, the City received a response from the LARWQCB, indicating they would not extend the interim milestones, that the City had sufficient time to study chlorides in the collection system. MKN is collaborating with City staff to prepare a letter to the LARWQCB to provide an update on the City's Collection System Source Identification Chloride Study, the status of the AWTF Project with respect to the City Council's November 2023 direction, and to reiterate a request for extension and or leniency on the interim milestones. Staff anticipates completing and sending the letter to LARWQCB by the first week of December.

STRATEGIC PLAN:

This action supports City Council's goal *to provide the residents of Santa Paula with*

sustainable resources and programs to make this a great place to live and grow under Section F. Community Vitality of the two-year Strategic Plan by exploring the potential to reduce future WRF capital and operating costs for all residents.

FISCAL IMPACTS:

The City has not budgeted to perform the Chloride Source Identification Study or the AWTF Design Refinement Study. The following contracts will be funded from the City's existing AWTF project (610-5-9227-290), as they are all a part of the project determination.

- LWA = $0.00
- MKN = $43,009.00 ($8,063 Chloride Study + $34,946 Design Refinement)
- VRSD = $57,944.70 ($52,677.00 + 10% contingency of $5,267.70)

MKN is requesting a reallocation of $43,009.00 within their three-year contract budget adopted by the Council on August 17, 2022 and as further described in their November 28, 2023 proposal (Exhibit B).

If upon conclusion of the AWTF Design Refinement Study and/or the Chloride Source Identification Study it is determined that a smaller AWTF Project is needed, costs are anticipated to range from $800,000 to $1.2M for the redesign of a smaller AWTF. Potential cost savings from reduced capital and operating costs are unknown. However, the current AWTF operating costs are estimated to be $1.2M. If the AWTF project can be reduced by even 25%, the annual operating costs could be reduced by a similar rate, resulting in a payback of 3 to 4 years. If chloride concentrations exceed the limits, capital and operating costs for the AWTF could be incurred and may be higher due to cost escalation or higher financing costs. Either size project will be funded using the State Revolving Fund Loan the City has already secured.

OPTIONS:

The Council has the following available alternative options to staff's recommendations:

1. Do not authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Ventura Regional Sanitation District for the second phase Wastewater Chloride Source Identification Study. This may result in further delaying AWTF construction and the imposition of fines from LARWQCB for not meeting chloride reduction milestones.

ATTACHMENTS:

Exhibit A - Historical WRF Effluent Chloride Concentrations.pdf
Exhibit B - MKN Chloride Support and Design Refinement Study Proposal.pdf
Exhibit C - First Amendment to VRSD Chloride Study Agreement.pdf

EXHIBIT A

Historical WRF Effluent Chloride Concentrations

Historical Santa Paula Water Recycling Facility Average Monthly Effluent Chloride Concentrations (Jan 2012 – September 2023)

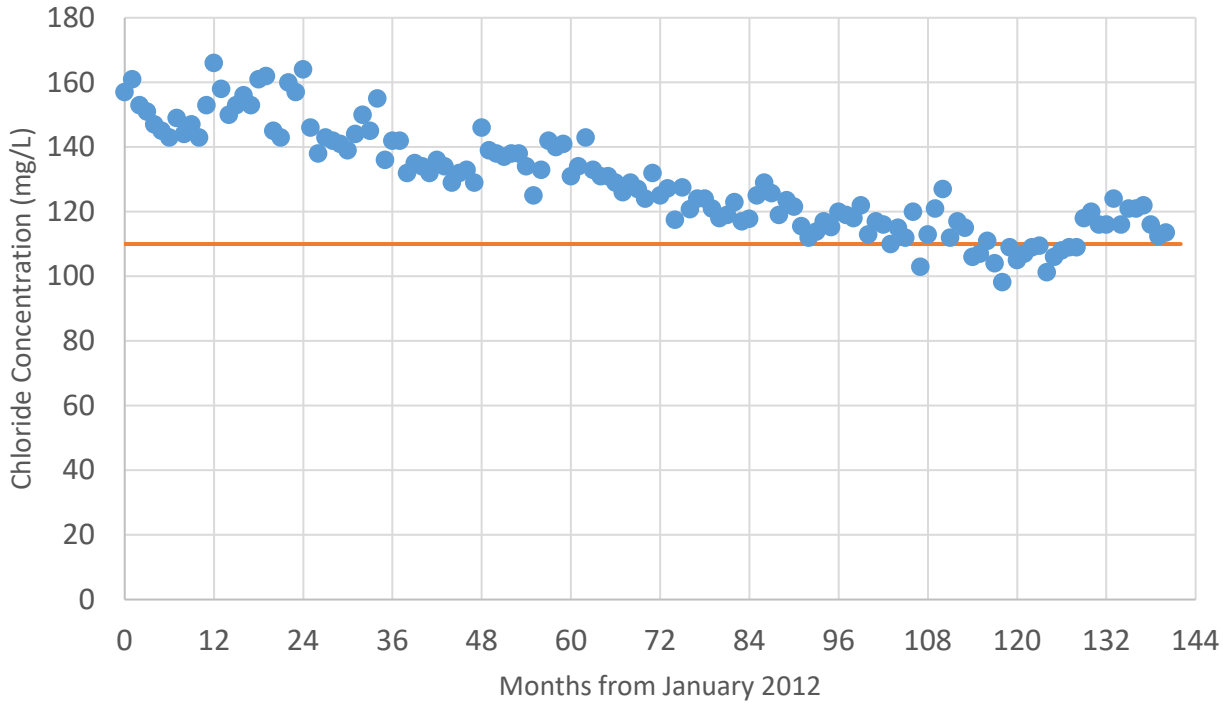


EXHIBIT B

MKN Proposal for Chloride Study Support and AWTF Design Refinement Study

MKN & Associates, Inc.
P O Box 1604
Arroyo Grande CA 93421
805 904 6530

November 28, 2023

Mr. Clete J. Saunier
Public Works Director
City of Santa Paula
(Submitted electronically)

RE: 2022 – 2025 Water Recycling Facility Operations, Advanced Water Treatment Facility, Stormwater and Water Program Support – Budget Reallocation for Continued Chloride Study Support and AWTF Design Refinement Study

Dear Clete,

Michael K. Nunley & Associates, Inc. (MKN) has contracted with the City of Santa Paula (City) through fiscal year (FY) 2024/25 to provide engineering support services for the City's drinking water regulatory compliance, Water Recycling Facility (WRF) operations, stormwater regulatory compliance, and the Advanced Water Treatment Facility (AWTF) Project.

As part of this contract, MKN is providing design and construction management services for the AWTF Project, which will reduce chloride concentrations in the treated effluent from the City's WRF in accordance with the waste discharge permit and the Cease-and-Desist Order. After reviewing the results of the Collection System Chloride Study, the status of the Cease-and-Desist Order for WRF effluent chlorides, and considering the options, City staff recommended that the City Council approve moving the AWTF project forward with an initial study of design criteria and re-examination of alternatives.

As recommended, the chloride study could be done concurrently with the AWTF Design Refinement Study and potentially help inform a revised design and/or result in reduced future AWTF operational costs. If it is determined that a smaller AWTF Project is needed, costs are anticipated to range from $830,000 to $1.3M, including the Design Refinement Study, chloride study, and redesign. Potential cost savings from reduced capital and operating costs are unknown. However, the current AWTF operating costs are estimated to be $1.2M. If the AWTF project can be reduced by even 25%, the annual operating costs could be reduced by a similar rate, resulting in a payback of 3 to 4 years.

The proposed services for continued chloride study support and the AWTF design refinement include the following. Task numbering corresponds to the existing WRF operations, AWTF, and Stormwater and Water Program Support contract.

201. <u>Project Management Support for Chloride Study</u>

a. Provide coordination and support for the City's wastewater operator (Ventura Regional Sanitation District, VRSD) and the City's WRF Regulatory Consultant (Larry Walker Associates, LWA).

b. Coordinate and attend progress meetings with City staff, VRSD, and/or LWA as needed during the chloride source identification study.
c. Review the updated draft and final study developed by LWA.
d. Prepare one draft staff report and presentation for City Council during the study, including attendance at and delivery of presentation to City Council.
e. Prepare a letter to provide an update to Los Angeles Regional Water Quality Control Board staff.

202. Project Management Services for AWTF Design Refinement Study

a. Provide management of staff and coordination with equipment vendors for AWTF Design Refinement Study.
b. Provide management of schedule and budget for AWTF Design Refinement Study.
c. Coordinate and attend progress meetings with City staff, VRSD, and/or LWA as needed during the AWTF Design Refinement Study.
d. Perform a Quality Control review of Design Refinement Study deliverables, consisting of one draft and one final technical memorandum.
e. Prepare for and attend one (1) City Council meeting to present the Draft AWTF Design Refinement Study Technical Memorandum.

204A.1 Evaluate Basis of Design

MKN will perform a comprehensive evaluation and update the basis of the design, as needed, based on the recent and ongoing chloride study outcomes and the latest historical WRF water quality information.

Furthermore, MKN will evaluate the design for flexibility and identify and address potential limitations or constraints due to the updated water quality, ensuring the design remains feasible and resilient in the face of dynamic factors.

204A.2 Construction Phasing and Design Optimization

MKN will share the revised basis of the design with equipment manufacturers/vendors and work with them toward necessary modifications in equipment sizing based on the current water quality (including chloride concentrations) and/or utilizing recent technological advances. Our team's collaborative approach with equipment manufacturers/vendors and a strategic evaluation of the phasing enable the project to adapt to current water quality and allow flexibility for future increases in inflows and/or loadings.

Anticipating the possibility of increased chloride loadings in the future, we will develop a recommended phasing plan that accounts for such contingencies.

204A.3 Technical Memorandum

Comprehensive documentation updates are an integral part of our commitment. We will prepare and submit a draft technical memorandum (TM) discussing our recommendations for design refinement and provide a list of anticipated revisions, including drawings, specifications, and calculations, to accurately reflect the updated design parameters stemming from the Design Refinement Study. MKN will meet with City staff to review the draft TM and receive feedback and comments. After receipt of comments from City staff and presentation to City Council, MKN will prepare and submit the final TM.

Schedule and Budget

The anticipated schedule for the proposed work described herein is summarized below. Assuming a notice to proceed by December 7, 2023, the draft Design Refinement Study technical memorandum will be submitted for City staff review by February 14, 2023. We anticipate presenting the Study to City Council in April.

Task/Milestone	Anticipated Date	Notes
Notice to Proceed	December 7, 2023	Assuming City Council approval on 12/6
Submit Draft TM	February 14, 2024	
City Staff Review	Feb 15 – March 6	
Submit Final TM	March 27, 2024	
Present Study to City Council	April 2024	

MKN is requesting a reallocation of $43,009 from the FY 2022/23 contract budget, as shown in the table below, for the Design Refinement Study and continued project management for the chloride study. This will result in no increase in our overall budget to the City for FY 2022/23 but will provide the City with project management support for the next phase of the chloride source identification study and allow development of the AWTF Design Refinement Study. The main benefit of the Design Refinement Study is the ability to make full use of the available information – the additional years of WRF water quality data and current options in advanced treatment technologies – to evaluate the best fit for the City. The comprehensive utilization of this information not only enhances the precision of the evaluation but also presents an opportunity for potential cost savings through the optimization of the design.

Task	Proposed Budget Adjustment
Task 201: Project Management Support for Chloride Study	$8,063
Task 202: Project Management Services for AWTF Design Refinement Study	$6,864
Task 204A: AWTF Design Refinement Study	
1: Review Basis of Design	$7,785
2: Construction Phasing and Equipment Optimization	$6,571
3: Technical Memorandum (Draft & Final)	$13,726
Subtotal	**$43,009**
Task 208: AWTF Construction Management Services	($43,009)
Total	**$ -**

Depending on the results, additional budget may be needed to update the design plans and specifications for construction. MKN will work with City staff to review and update the scope of work and budget for the AWTF Project based on the results of the Design Refinement Study. The Design Refinement Study may be completed before the next phase of the chloride study. MKN will utilize the information available in the Study and evaluate options for increasing the flexibility of the AWTF system to adapt to varying water quality.

Please feel free to reach out with any questions or if you wish to discuss the scope of work. We appreciate the opportunity to continue working with you in service to the City of Santa Paula on this important project.

Sincerely,

Eileen Shields, PE
Principal Engineer

EXHIBIT C

First Amendment to VRSD Chloride Study Agreement

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA AND
VENTURA REGIONAL SANITATION DISTRICT

THIS FIRST AMENDMENT ("First Amendment") to the Professional Services Agreement between the City of Santa Paula and Ventura Regional Sanitation District is made and entered into this 6th day of December 2023, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 et. seq. ("Consultant").

1. RECITALS. This First Amendment is made with reference to the following facts and objectives:

A. On May 3, 2023, the City and Consultant entered into that certain Professional Services Agreement between the City of Santa Paula and Ventura Regional Sanitation District for Chloride Source Study Services (the "Agreement").

B. The Agreement authorized the City to utilize the Consultant to provide Chloride Source Study services. Compensation was not to exceed Forty-Five Thousand Forty-Eight Dollars and thirty cents ($40,953.00), plus a ten percent (10%) contingency of $4,095.30, without written approval of the City Council or City Manager as applicable for specified services.

C. City and Consultant now mutually desire by this First Amendment to expand the scope of services and increase the maximum compensation in the Agreement, as set forth below.

2. AMENDMENT. In consideration of the foregoing and pursuant to Section 3.7.14, entitled "Amendment; Modification," of the Agreement, City and Consultant agree to the following amendments:

A. Section 3.1.1, entitled "General Scope of Services," is amended to read as follows::

"3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibits "A" and "A.1" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

B. Subsection 3.2.1 entitled "Compensation" is amended to read as follows:

"3.2.1 Compensation. The total compensation to Consultant shall not exceed Ninety-Three Thousand Six Hundred Thirty Dollars and no cents ($93,630.00), plus a ten

percent (10%) contingency of $9,363.00 without written approval of the City Council or City Manager as applicable for specified services."

C. A new Exhibit "A.1." attached to this First Amendment as Exhibit "A" is hereby added to the Agreement.

3. COUNTERPARTS. This First Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. LIMITED AMENDMENT. Except as modified by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the First Amendment.

This First Amendment is executed on and shall become effective as of the date first written above.

CITY OF SANTA PAULA

_____
Dan Singer
City Manager

ATTEST:

_____
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

Ventura Regional Sanitation District

_____
Kevin Kildee
Chairman of the Board

_____
Juliet Rodriguez
Clerk of Board

APPROVED AS TO FORM
Arnold LaRochelle
Matthews, Vanconas & Zirbel, LLP

_____
Robert N. Kwong
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

_____
Chris Theisen,
General Manager

EXHIBIT A

ADDITIONAL CHLORIDE STUDY SERVICES AND COSTS

[Attached behind]

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY24 PROPOSED CUSTOMER BUDGET

Project Number	Account				Quantity	Cost/Price	Extension
234700	***City of Santa Paula - Special Projects - Collection Sys Chloride Study Sampling***						
51010	Wages - Regular		Account Total---	$16,956			
	51010			W/WW Ops Superintendent	6	$169.00	$1,014
	51010			W/WW Treatment Operator I	36	$162.00	$5,832
	51010			W/WW Worker	27	$149.00	$4,023
	51010			Elec & Inst Control Supervisor	12	$172.00	$2,064
	51010			W/WW Worker	27	$149.00	$4,023
52080	Other Professional Services		Account Total---	$35,621			
	52080				1	$35,621.25	$35,621
60598	Fund Transfer Out-FLEET		Account Total---	$100			
	60598	Mileage			60	$1.67	$100
			Project 234700 Total---	$52,677			
			Total for this report---	$52,677			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

Gold Coast Environmental
1868 Palma Drive, Suite I
Ventura, CA 93003

Quote

DATE: 10/28/23
Quote #: 102823-32

Bill To:	Ship to:
VRSD 4105 W Gonzales Rd Oxnard, CA 93036	

QTY	DESCRIPTION	PER UNIT	TOTAL
	City of Santa Paula Chloride Flow Study		
	Gold Coast Environmental will instrument 3 manholes for a period of 7 days, additional days TBD if required. GCE will install an ISCO 2150 Area Velocity Meter and Transducer into the influent side of the sewer line. The line sizes vary and may require Confined Space Entry **GCE will install, verify and start-up the flow monitoring equipment.** **GCE will log flow data for 7 consecutive days as needed.** **GCE will replace the batteries and download all data between each meter relocation, raw data will be submitted for early review.** **GCE will be responsible for removal of all equipment.** **A complete report will be developed from collected data and presented as follows:** **Identify the location of flow site with dates and time. Line type and diameter.** **Recording the average, maximum, and minimum with 15 minute readings of level, velocity feet per second, and flow rate and for each site.** **Graph & tabular data will be developed with daily and weekly totals** **Daily totals will be min, max & avg. of flow rate and total flow** **Data to be converted to PDF format.** **Reports will be submitted in pdf and excel format within 10 working days of meter extraction.**		
3	**Week 1: 3 manholes to be instrumented with Isco 2150 AV Meters and set up of Isco 6712 Composite Sampler in each manhole**	1560.00	4,680.00
3	Confined Space Entry	715.00	2,145.00
1	Battery Replacement (3 flow meters)	265.00	265.00
1	Travel (Meter Installation)	95.00	95.00
1	Report Collaboration	1560.00	1,560.00
3	6712 Composite Sampler Rental (1 Week)	395.00	1,185.00
3	**Week 2: 3 manholes to be instrumented with Isco 2150 AV Meters and set up of Isco 6712 Composite Sampler in each manhole**	1560.00	4,680.00
3	Confined Space Entry	715.00	2,145.00
1	Battery Replacement (3 flow meters)	265.00	265.00
1	Travel (Meter Installation)	95.00	95.00

1	Report Collaboration	1560.00	1,560.00
3	6712 Composite Sampler Rental (1 Week)	395.00	1,185.00
3	**Week 3: 3 manholes to be instrumented with Isco 2150 AV Meters and set up of Isco 6712 Composite Sampler in each manhole**	1560.00	4,680.00
3	Confined Space Entry	715.00	2,145.00
1	Battery Replacement (3 flow meters)	265.00	265.00
1	Travel (Meter Installation)	95.00	95.00
1	Report Collaboration	1560.00	1,560.00
3	6712 Composite Sampler Rental (1 Week)	395.00	1,185.00
3	Optional: Week 4 Sampler Rental	395.00	1,185.00
	1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection. 2. Payment due net 30 days of invoice. 3. Any changes to the above flow study times and duration will cause a change to the price of this project. 4. This project will not take place unless a signed contract and purchase order have been received. 5. GCE requires all lines to be hydrojetted 1 week prior to installation of flow meters. lines should be cleaned at a minimum of 3 manholes upstream. 6. If lines are not cleaned and are found to have a fair amount silt and debris in the bottom, the meters cannot be installed. This will result in additional Daily Fee's for both technicians of $1560.00 each, plus any overnight related charges		

Thank You for your business!

Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or odities unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption certificat whichever is applicable, to Seller.

SUBTOTAL	$ 30,975.00
SALES TAX	
SHIPPING	
TOTAL	**$ 30,975.00**

DELIVERY:1-2 weeka after reciept of PO
TERMS: P.O, Company check or credit card
QUOTATION IS VALID 30 DAYS FROM DATE ABOVE
Phone: 805.498.3811 email: jim@goldcoastenv.com

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: APPROVAL OF EMPLOYEE INCENTIVE PROGRAMS

Date: December 6, 2023

Agenda Item: 9.J

RECOMMENDATION:

Adopt Resolution No. 7494 establishing various employee based incentives.

BACKGROUND:

The City of Santa Paula, like many other municipalities, is currently experiencing difficulty in attracting and retaining well-qualified candidates, especially with hard to fill professions, and police officer positions. Constrained labor markets and Santa Paula's lower-end wages in comparison to other agencies within the County, makes it all the more difficult for the City to be a strong contender in today's competitor labor market.

In May, 2018 the City Council authorized the City Manager (Personnel Officer) to implement signing bonuses and moving expense reimbursements as incentives for positions deemed "difficult-to-fill." Both the signing bonus of $5,000 and the moving expenses reimbursement not to exceed $2,000 were used in recruitment efforts on a case by case basis at the discretion of the City Manager.

In consideration of the challenges the City has recruiting and retaining employees, new and enhanced incentives were brought to the City Council on November 15, 2023, after which Council provided direction to bring back such incentives for adoption. This report and accompanying Resolution are designed to authorize such incentives and to do so retroactive to the Council's discussions on November 15.

ANALYSIS:

The attached Resolution memorializes the incentives and corresponding details and criteria discussed by Council on November 15, 2023, including the following topics:

Signing and Referral Bonuses

As noted above, the Council supported signing bonuses back in 2018 for "hard to fill"

positions. At this time, staff is recommending expanding the program to include all academy-complete police hires. Such signing bonuses have become a common tool in the recruitment toolbox for police departments up and down the State of California. In fact, the Ventura County Sheriff's Office offers a $10,000 signing bonus to laterals, with $5,000 paid upon hire and the remaining $5,000 due upon successful completion of probation (1 year of service).

The Council discussed the recommendation to establish signing bonuses for sworn personnel, indicating general support while also raising concerns over the need to retain employees, not just attract them. In response, it is recommended the City establish a signing bonus of $15,000, which would be paid out upon successful completion of certain tenure milestones, as articulated in the attached policy, Exhibit A. New hires would be entitled to $5,000 in the first year (with 50% being paid upon completion of field training and 50% paid at the end of the one-year probation), $5,000 at the end of a second year of service, and $5,000 at the end of a third year of service, provided the employee is in good standing with the department.

Referral Bonus

In order to attract sworn talent from around our region, staff is also recommending a "referral bonus" for existing full-time employees either within the police department or as an employee of the City. The referral bonus would be awarded to an employee who has referred a sworn officer to successfully achieve employment with the City's Police Department. It is recommended that $5,000 be awarded to the employee who has made the referral once that employee has successfully passed their one-year probation.

Retention Bonus

During labor negotiations earlier this year, the Council authorized retention bonuses for members of the Mid Management and Supervisory & Professional Association in recognition of the added work and duties that employees in these two Associations experienced due to staffing shortages and position vacancies. These employees are exempt from overtime but often work beyond the regular workweek to accommodate the workload.

Given the pending loss of sworn officer positions within the City's Police Department, a retention bonus which works to reward employees who have stayed through challenging times seems appropriate and desirable. At the November 15 meeting, Council appeared to concur, placing focus on recognizing the men and women who are staying here with some type of incentive and/or recognition.

It is therefore recommended that the Police Chief, with concurrence from the Finance Director and City Manager, be provided the authority at the end of the current fiscal year (June 2024), to offer rewards to employees who have worked from January 1 through June 30. Such rewards should be handled equitably, available to all Police employees (not just a select few), and within an overall allocation of no more than $30,000 for the department, utilizing expected salary savings. Incentives could include meals and gatherings, gift cards, and cash bonuses as a percent of base salary, not to exceed 4% per employee. Taking a less structured approach to this recognition empowers the Chief to respond to the department based on the severity of the workload during this 6-month period of time. Future retention bonuses could be considered the following fiscal year should the Police Department still be in a transitional mode of operation. Such a request would come before the City Council for approval.

Early Retirement Notification Incentives

The City's adopted Personnel Rules, as well as the standard practice in municipal government, is for an employee to give a two-week notice when terminating employment with the City. Were an employee to provide less than the customary two-weeks, they would not be leaving in good standing and would not be considered for re-employment as a result. Even for employees nearing retirement or contemplating a career move, it is rare for an employee to afford the City much more notice beyond a few weeks. Yet such short notice puts considerable strain on the department experiencing the departure and almost always results in an extended vacancy. Santa Paula doesn't have the luxury of excess employees or a deep workforce, so losing one employee can result in a considerable set-back for the organization and an erosion of services to the public. It also limits the opportunity to cross-train, mentor or ready another employee to take on the duties of the departing employee, even if temporarily.

To remedy this situation, staff recommends incentivizing employees to give the City advanced notice beyond the customary two-weeks. Establishing a program that gives one-time pay would establish a cultural expectation that we want employees planning ahead and helping us with the transitioning around their departure. Options were discussed and reviewed by the City's Executive Management Team to consider a flat incentive payment, additional time-off, or a percentage of salary. The consensus was that a percentage of pay is more likely to provide a true incentive than the other options would. Council discussed this and raised concerns with the level of incentive, suggesting it needs to be large enough to create the enticement, so long as the amount isn't too large.
Staff is recommending the incentive terms identified in the table below, including a ceiling and a floor, whereby the floor would guarantee at least a $500 incentive and the ceiling would cap the total incentive at $3,000, with an effective date of November 15, 2023.

Term	**Cash Incentive**
Two-weeks Notice	None
At least 30-day Notice	10% of monthly gross salary
At least 60-day Notice	20% of monthly gross salary
At least 90-day Notice	30% of monthly gross salary

STRATEGIC PLAN:

Establishing various employee-based incentives is consistent with the City's Strategic Plan, Section G, Operational Excellence, and Objective 3, Employee Enrichment, which calls on staff to "develop programs around employee retention, engagement and succession planning."

FISCAL IMPACTS:

The fiscal impacts of these incentives will depend on the direction Council provides. Incentive costs in the FY 23/24 budget are intended to be offset by salary savings related to any related vacancies in the department being addressed.

OPTIONS:

The attached Resolution establishes incentives and associated criteria at the direction of the

City Council. Council could ask to modify the Resolution or reject it outright. Doing so would limit the City's recruiting tools and could jeopardize the City's success in attracting talent.

ATTACHMENTS:

Resolution No. 7494.docx
Exhibit_A_to_Resolution_No._7494.docx
Exhibit_B_to_Resolution_No._7494(2).docx

RESOLUTION NO. 7494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING A POLICE OFFICER HIRING INCENTIVE PROGRAM AND AN ADVANCED RETIREMENT NOTIFICATION INCENTIVE PROGRAM

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: On November 8, 2023, the City Council received an update on current staffing issues within the Police Department and additional anticipated departures of police officers.

SECTION 2: On November 15, 2023, the City Council received a presentation of the City's continued recruitment struggles and an update of existing position vacancies, and directed staff to develop various employee based programs to assist with retention, recruitment and succession planning.

SECTION 3: To assist with recruitment efforts and retention of police officers, the City has developed a Police Officer Hiring Incentive Program as identified in Exhibit A, with an effective date of November 15, 2023 that also includes a referral bonus component.

SECTION 4: To assist with recruitment efforts and succession planning, the City has developed an Advanced Retirement Notification Incentive Program as identified in Exhibit B.

SECTION 5: The City Manager or his/her designee is authorized to modify the Police Officer Hiring Incentive Program and Advanced Retirement Notification Incentive Program forms attached as Exhibit A and Exhibit B for minor technical corrections and to the extent necessary to conform to applicable law.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED this 6th of December, 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

_____
Daniel Singer, City Manager

EXHIBIT A

TO

RESOLUTION NO. 7494

CITY OF SANTA PAULA

POLICE OFFICER HIRING INCENTIVE PROGRAM

Purpose: To establish a hiring incentive program that may be utilized to increase success of recruiting and retaining qualified sworn police officer applicants.

Eligibility: Police Officer applicants who accept a conditional offer during the course of this program starting November 15, 2023 shall be eligible for a hiring incentive of up to $15,000.00 as outlined below. The City Manager or designee reserves the right to maintain or discontinue hiring incentives at any time once the positions(s) have been successfully filled.

Hiring Incentives: Lump sum payments to eligible candidates shall occur as follows:

- $2,500 paid on the first full pay period following successful completion of the field training officer (FTO) program.
- $2,500 earned for the period from the FTO completion to successful completion of the one-year probationary period. Incentive shall be paid the first full pay period following completion of a satisfactory performance evaluation.
- $5,000 earned for the period from passing probation to two years of active service, paid on the first full pay period following successful completion of two years of active service and a satisfactory performance evaluation.
- $5,000 earned for the period between two years of active service completion and three years of active service completion; paid on the first full pay period following successful completion of three years of active service and a satisfactory performance evaluation.

Time out of service due to a leave of absence, for any reason or disciplinary action will not be counted as active service. Vacation, comp and sick leave usage are excluded.

Referral Bonus:

City employees who refer a sworn police officer candidate to successfully achieve employment with the Santa Paula Police Department will be eligible for a $5,000 referral bonus once the employee they referred has successfully completed and passed their one-year probationary period.

Incentives paid are subject to all applicable taxes, withholding and deductions in accordance with current laws and IRS regulations. Furthermore, incentive payments are lump sum amounts and not reportable to CALPERS as compensation.

_____ _____

Daniel Singer, City Manager Date

POLICE OFFICER HIRING INCENTIVE PROGRAM

(Pre-Application Statement)

I, _____("Applicant"), acknowledge that participation in the Police Officer Hiring Incentive Program ("Program") is voluntary and not a condition of employment with the City of Santa Paula. I, Applicant, further represent and acknowledge:

1. I have reviewed the Program eligibility requirements provided by the City. I am eligible for a hiring incentive of up to $15,000 according to the following schedule:
   - $2,500 paid on the first full pay period following successful completion of the field training officer (FTO) program.
   - $2,500 earned for the period from the FTO completion to successfully completion of the one-year probationary period. Incentive shall be paid the first full pay period following completion of the performance evaluation.
   - $5,000 earned for the period from passing probation to two years of active service, paid on the first full pay period following successful completion of two years of active service and a satisfactory performance evaluation.
   - $5,000 earned for the period between two years of active service completion and three years of active service completion; paid on the first full pay period following successful completion of three years of active service and a satisfactory performance evaluation.

2. Time out of service due to a leave of absence, for any reason or disciplinary action will not be counted as active service.

3. Incentives paid are subject to all applicable taxes, withholding and deductions in accordance with current laws and IRS regulations. Furthermore, incentive payments are lump sum amounts and not reportable to CALPERS as compensation.

4. I understand this statement is a pre-application only and that, if I qualify, I will be provided, for my consideration, additional documents and/or forms to participate in the Program

_____ _____

Applicant Signature Date

EXHIBIT B

TO

RESOLUTION NO. 7494

CITY OF SANTA PAULA

ADVANCED RETIREMENT NOTIFICATION INCENTIVE PROGRAM

Purpose: To establish an advanced retirement notification incentive to encourage employees that are planning to retire to provide the City with ample notice to allow for the opportunity to recruit, hire and onboard a new employee into the position.

Eligibility: Any full-time employee that intends to pursue a service retirement from the City within six months. This incentive would become effective November 15, 2023, and continue until modified or cancelled.

Advanced Retirement Notification Incentives: Employees providing the City with advanced notice of upcoming retirement plans will be eligible for a cash incentive that will be calculated using the schedule below. Advanced retirement notification incentives will be no less than $500, with a maximum of $3000.

ADVANCED RETIREMENT NOTIFICATION	CASH INCENTIVE
Two-week notice	None
30 + day notice	10% of monthly gross salary
60 + day notice	20% of monthly gross salary
90 + day notice	30% of monthly gross salary

Lump sum payments to eligible employees will be processed with the employee final check at the time of separation. Incentives paid are subject to all applicable taxes, withholding and deductions in accordance with current laws and IRS regulations. Furthermore, incentive payments are lump sum amounts and not reportable to CALPERS as compensation.

_____ _____

Daniel Singer, City Manager Date

ADVANCED RETIREMENT NOTIFICATION INCENTIVE PROGRAM

(Pre-Application Statement)

I, _____("Applicant"), acknowledge that participation in the Advanced Retirement Notification Incentive Program ("Program") is voluntary and not a condition of employment with the City of Santa Paula.

In applying to participate for the Program, I am notifying the City of my intent to retire from my position as a _____ with the City of Santa Paula on _____.

I, Applicant, further represent and acknowledge:

1. I have reviewed the Program eligibility requirements provided by the City. I am eligible for an advanced retirement notification incentive of up to 30% of my monthly gross income, not to exceed $3000 and no less than $500 according the following schedule:
    - 10% of monthly gross salary when providing advanced retirement notification of 30 days or more.
    - 20% of monthly gross salary when providing advanced retirement notification of 60 days or more.
    - 30% of monthly gross salary when providing advanced retirement notification of 90 days or more.
2. Incentives will be processed with the final check at the time of separation and are subject to all applicable taxes, withholding and deductions in accordance with current laws and IRS regulations. Furthermore, incentive payments are lump sum amounts and not reportable to CALPERS as compensation.
3. I understand this statement is a pre-application only and that, if I qualify, I will be provided, for my consideration, additional documents and/or forms to participate in the Program.

_____ _____

Applicant Signature Date

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN AMENDMENT AND ENVIRONMENTAL IMPACT REPORT ADDENDUM

Date: December 6, 2023

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends the City Council:

1. Open the public hearing.
2. Receive testimonial and documentary evidence.
3. Close the public hearing.
4. Adopt Resolution No. 7495 approving the Addendum to the Santa Paula West Business Park Specific Plan Environmental Impact Report.
5. Introduce and waive first reading of Ordinance No.1332 entitled, "An Ordinance Approving the Santa Paula West Business Park Specific Plan Amendment".

BACKGROUND:

The City of Santa Paula (City) certified the Final EIR for the approximately 54-acre Santa Paula West Business Park Specific Plan Project (“Specific Plan” or “Project”) in February 2019 pursuant to the California Environmental Quality Act (“CEQA”). The Specific Plan was proposed to provide a comprehensive set of plans, exhibits, regulations, conditions, and programs for the orderly development of a portion of the West Area 2 Expansion Area as defined in the City’s General Plan with commercial and light industrial uses.

As required by CEQA, the City adopted findings of fact for the significant impacts identified in the Final EIR and a statement of overriding considerations for those impacts identified as significant and unavoidable. The Project required several discretionary actions, including (1) approval of a General Plan Amendment, (2) adopting the Santa Paula West Specific Plan as prezoning for the property within the Specific Plan Area, (3) approval of a Master Vesting Tentative Map, (4) approval of Water Supply Assessment; and (5) authorization to file an application with the Ventura Local Agency Formation Commission (“LAFCO”) for the purpose of reorganizing (annexing) the Project Site within the City’s jurisdiction in accordance with the Cortese-Knox-Hertzberg Government Reorganization Act of 2000. In February 2013, the City filed an application with the Ventura LAFCO to reorganize (annex) the Project Site to the City of Santa Paula.
Subsequent to the filing of the annexation application, the Ventura County Watershed

Protection District (VCWPD) requested that the City modify the drainage and flood control plan for the Project to provide for additional storage volume for floodwater. The City has prepared an Addendum to the previously certified Final EIR for the Project to evaluate the proposed changes to the drainage and flood control plan and related changes to the approved Specific Plan. These changes are proposed to ensure that the Santa Paula West Business Park Specific Plan is safe from flooding, to ensure that the Project will not adversely affect flooding conditions on adjacent properties or along SR126, and to maintain the existing volume of natural floodplain storage within the Specific Plan Area.

CEQA authorizes an addendum to a previously certified EIR if, as a result of changes to the project at issue in the EIR, changes or additions to the EIR are needed, but none of the conditions permitting preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred. An addendum to an EIR is appropriate where:

1. No substantial changes are proposed in the Project that would require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impact;
2. No substantial changes in circumstances under which the Project is undertaken would occur that would require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and
3. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared.

Here, an Addendum to the previously certified EIR for the Project is appropriate because a review of current conditions and the amended Project demonstrates the following:

1. The amended Project would not have one or more significant effects not discussed in the previous EIR;
2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;
3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the amended Project, and that the amended Project proponents decline to adopt; and
4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the amended Project proponents decline to adopt, are recommended.

(State CEQA Guidelines, § 15162(a).)

Based on the information contained in this Addendum, the proposed modification of the drainage and flood control plan in the Santa Paula West Specific Plan would not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the Final EIR. Additionally, no new information of substantial importance has been identified that indicates the Project would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the Final EIR.

Project Description

Santa Paula West Business Park Specific Plan Project

The Santa Paula West Business Park Specific Plan (SPW Business Park Specific Plan) was approved by the City of Santa Paula in October 2016 to guide future land use development on approximately 54 acres of property in the West Area 2 Planning Area, as defined in the City's General Plan planned for commercial and light industrial facilities. West Area 2 was identified as an expansion area in the City's 1998 General Plan, indicating the City's intent to annex this area. The SPW Specific Plan allows a variety of manufacturing, research and development, professional office, and limited commercial uses, with integrated vehicular circulation, pedestrian walkways, and supporting infrastructure.

The SPW Business Park Specific Plan Area (Project Site) is approximately 54 acres of unincorporated land located adjacent to the western boundary of the City of Santa Paula. The Project Site is located within the Sphere of Influence (SOI) for the City of Santa Paula as approved by the Ventura LAFCO and the voter approved City of Santa Paula CURB (City Urban Restriction Boundary).

The Project Site is located within the Santa Paula, California, 7.5-minute United States Geological Survey (USGS) quadrangle and is comprised of five parcels identified as Assessor's Parcel Numbers (APNs) 098-0-010-150, 098-0-010-160, 098-0-010-190, 098-0-010-180, and 098-0-020-040. The Project Site is bound to the north by Telegraph Road, to the south by SR 126, to the east by existing industrial and commercial development in the existing City limits, and to the west by Adams Barranca and agricultural land. The Project Site is divided by the Ventura County Transportation Commission (VCTC) railroad right-of-way. Local access is provided by Telegraph Road, Beckwith Road, Clow Road, and Todd Lane.

Approved Specific Plan

The City of Santa Paula General Plan designates the Project Site for Mixed-Use Commercial/Light Industrial uses (C-LI). Section 16.25.020 of the Santa Paula Municipal Code (SPMC) identifies this area as SP-6, West Area 2.

The Santa Paula West Business Park Specific Plan is a comprehensive set of plans, exhibits, regulations, conditions, and programs approved by the City to implement the City of Santa Paula General Plan by ensuring the orderly development of the Specific Plan Area as a coordinated office/industrial/business park, including a variety of manufacturing, research and development, professional office and limited commercial uses with integrated vehicular circulation, landscaping, pedestrian walkways, and supporting infrastructure.

Adams Barranca, located along the western boundary of the Project Site, conveys storm water from north of the site to drainpipes under the SR126 freeway. The current effective FEMA Flood Insurance Rate Map (FIRM) dated 01/20/2010 shows that a portion of the Project Site is located partially within Zone A, indicating there is an approximate 1% Annual Chance (100-year) of flooding due to a lack of capacity within the channel and a lack of capacity at the SR126 undercrossing.

The approved Specific Plan includes an interceptor channel along Telegraph Road on the northern edge of the Specific Plan Area with another interceptor channel parallel to Adams

Barranca from Telegraph Road to Freeway 126 and with a discharge point back into Adams Barranca upstream of the SR126 freeway. Flood control basins were also planned along Adams Barranca north of the rail line and in the southwest corner of the Project Site.

Proposed Specific Plan Amendment

Based on consultation with the Ventura County Watershed Protection District (VCWPD), the drainage and flood control plan included in the approved Specific Plan was redesigned to ensure the Project Site would not be flooded or have any adverse effects on adjacent properties or the SR126 freeway, and would replace the existing natural floodplain storage on the Project Site. The proposed Specific Plan Amendment includes modifications to the drainage and flood control plan to increase the volume of floodwater from Adams Barranca that can be accommodated within the Specific Plan Area.

Proposed Land Use Summary

	APPROVED		**PROPOSED**		**CHANGE IN ACRES**
	Acres	*% of Project Site*	*Acres*	*% of Project Site*	
Commercial/Light Industrial (C/LI)	41.96	78	36.94	68.40	-5.02
Roadways	6.95	12.90	6.31	11.70	-0.64
Open Space - Passive	4.90	9.10	10.76	19.90	+5.86
Total Gross Area	53.81	100	54.01	100	0.20

On November 14, 2023, the City of Santa Paula Planning Commission approved Resolution No. 3852 (Attachment E) recommending the City Council approve an Addendum to Santa Paula West Business Park Specific Plan Final Environmental Impact Report and an amendment to the Santa Paula West Business Park Specific Plan (SP-6).

ANALYSIS:

Grading & Drainage Master Plans

The revised Drainage Master Plan is designed to meet or exceed the storm drainage requirements of the Ventura County Watershed Protection District (VCWWD) and the City of Santa Paula (on-site drainage systems), where applicable.

The Project Site will be graded to approximate the existing 2 percent land gradient, creating

roadways and building pads in the lower areas with gradients in the 0.5 percent to 2 percent range. Elevations will be raised by up to approximately 4 feet – 6 feet above existing elevations to raise the site out of the floodplain. With the Conceptual Grading Plan in the approved Specific Plan, grading on the site would have involved approximately 80,000 cubic yards of cut and 179,000 cubic yards of fill, with approximately 99,000 cubic yards of imported soil needed. With the proposed Conceptual Grading Plan, grading on the site would include approximately 119,950 cubic yards of cut and 200,430 cubic yards of fill, with approximately 81,280 cubic yards of imported soil needed.

The proposed flood protection plan builds upon the approved flood control plan in the approved Specific Plan and is designed to meet or exceed the storm drainage requirements of both the Ventura County Watershed Protection District (VCWWD) and the City of Santa Paula (on-site drainage systems), where applicable.

An interceptor channel is planned to capture overflows from Telegraph Road and Adams Barranca during a 100-year storm event. Instead of discharging the flows back into Adams Barranca above the freeway, these overflows will enter a large on-site storage basin located where the 100- year flood is expected to flow over the freeway under the existing condition. This basin will collect on-site flood waters collected via the north and the west interceptor channels, provide a spillage area where flood flows will overtop the freeway similar to the existing condition, and serve as an on-site detention and stormwater quality treatment basin. Flows entering Beckwith Road from Telegraph Road to the railroad tracks will also be intercepted and collected at the Telegraph Road intersection via a series of catch basin inlets and storm drains in order to minimize the flows discharging south on Beckwith Road and overtopping the railroad tracks. Along the east end of the project site to the Beckwith Road extension, an earthen interceptor channel between the building pad areas and the railroad tracks will collect runoff that overflows the tracks and convey these flows to the Todd Lane Undercrossing.

The storm drain system within the Specific Plan Area will collect on-site runoff and direct most of it to the large on-site privately maintained detention basin. This detention basin will significantly reduce peak runoff volumes downstream by storing the peak event flows and lagging their release after the storm peak. This basin will have a low level 36” RCP outlet pipe with a flap gate which will drain to Adams Barranca upstream of, or into, the double RCB Caltrans culvert below the freeway.

Site Access & Circulation

The Specific Plan includes a Circulation Master Plan that provides a framework and standards for road development to ensure a safe and adequate system of vehicular, pedestrian, and bicycle circulation. The vehicular circulation system consists of public roadway access from Telegraph Road, Beckwith Road, and Faulkner Road that would provide direct access to the Project Site driveways. Telegraph Road fronts the property to the north and is the principal arterial that would serve the Project. Primary north/south access to the Project Site north of the railroad right-of-way is Beckwith Road from Telegraph Road and east/west access is from Faulkner Road. Accommodating the larger detention basin in the southern portion of the Specific Plan Area requires minor changes to the configuration of the planned streets in this portion of the Project Site.

Utilities

The Specific Plan includes an infrastructure plan establishing the network of on- and off-site infrastructure construction requirements to support development of the Specific Plan. These include infrastructure to support potable water delivery, wastewater pipelines, a storm drain system, electricity and natural gas, and other facilities. Minor reconfiguration of these planned utilities is proposed to reflect the changes to the drainage and circulation master plans.

Annexation

If the City Council approves the proposed ordinance, the City will resubmit an application to the Ventura County Local Agency Formation Commission ("LAFCO") for reorganization (annexation) of presently unincorporated parcels within the County of Ventura's jurisdiction. A portion of these parcels would be governed by the Specific Plan. The application would affect Assessor Parcels Nos. (APNs) 098-0-010-150, 098-0-010-160, 098-0-010-190, 098-0-010-180, and 098-0-020-040.

Adopting Resolution No. 7495 and Ordinance No. 1332 would authorize the City Manager, or designee, to file an application with the Ventura County Local Agency Formation Commission (LAFCO) and request reorganization (annexation) of approximately 54 acres associated with the proposed Project from Ventura County to the City of Santa Paula. A portion of the annexation area is comprised of property that would be governed by the Specific Plan.

LAFCO is responsible for establishing jurisdictional boundaries of public agencies in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000, *et seq.*). One of LAFCO's duties is to encourage the orderly formation and expansion of local government agencies.

Public Notification

A notice of public hearing was published in the *Ventura Star* in compliance with state law. As of the date of this report, one public comment in support of the project has been received.

STRATEGIC PLAN:

Facilitating implementation of the Santa Paula West Business Park Specific Plan directly aligns with Goals B1 and B8 of the 2023-2025 City of Santa Paula Strategic Plan, as it fosters economic development, revenue and annexation opportunities.

FISCAL IMPACTS:

Potentially significant employment, business license, property and sales tax revenue from new businesses onsite once constructed.

OPTIONS:

1. Approve Resolution No. 7345 and Ordinance 1332
2. Reject Resolution No. 7345 and Ordinance 1332
3. Make changes to Resolution No. 7345 and Ordinance 1332

ATTACHMENTS:

ATTACHMENT_A__CC_RESO_NO._7495_SPWBP_EIR_Addendum-jm1.docx

ATTACHMENT B_ Ex. A to CC Reso 7495 - SPWBP EIR Addendum.docx
ATTACHMENT C ORDINANCE NO. 1332 SPWBP SP Amendment jm mc 11.30.pdf
ATTACHMENT D_ Ex. A to Ord. 1332 - Kasraie Consulting's Adams Barranca Conceptual Design Report 6-30-2022.pdf
ATTACHMENT E_-_PC Resolution_No._3852__Final_.pdf

ATTACHMENT A
RESOLUTION NO. 7495

Resolution No. 7495

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ADDENDUM TO THE SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT AND AN AMENDMENT TO THE WEST BUSINESS PARK SPECIFIC PLAN.

(PROJECT NO. 23-ADD-01)

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: The City Council finds and declares that:

A. On February 20, 2019, the City Council certified the Final Environmental Impact Report ("FEIR") for the (1) 54-acre Santa Paula West Business Park Specific Plan (the "Specific Plan"), (2) a General Plan Amendment, (2) prezoning of property within the Specific Plan Area, (3) a Master Vesting Tentative Map, (4) a Water Supply Assessment; and (5) authorization to file an application with the Ventura Local Agency Formation Commission (LAFCO) for the purpose of annexing the Specific Plan Area within the City's jurisdiction in accordance with the Cortese-Knox-Hertzberg Government Reorganization Act of 2000 (collectively with the Specific Plan, the "Project").

B. The Specific Plan was proposed to provide a comprehensive set of plans, exhibits, regulations, conditions, and programs for the orderly development of a portion of the West Area 2 Expansion Area as defined in the City's General Plan with commercial and light industrial uses.

C. After filing the annexation application with LACFO, the Ventura County Watershed Protection District (VCWPD) requested the City to modify the drainage and flood control plan for the Project to provide for additional storage volume for floodwater.

D. In order to make the VCWPD's requested changes, the Planning Division initiated an application for a Specific Plan Amendment ("SPA" or "Amended Project").

E. The City's Planning Division reviewed the SPA , in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").

F. The City's Planning Division reviewed the Amended Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").

G. The City's Planning Division has prepared an Addendum to the previously certified Final EIR for the Project ("EIR Addendum") to evaluate the proposed changes to the drainage and flood control plan and related changes to the approved Specific Plan.

H. These changes are proposed to ensure that the Santa Paula West Business Park Specific Plan is safe from flooding, to ensure that the Project will not adversely affect flooding conditions on adjacent properties or along FWY 126, and to maintain the existing volume of natural floodplain storage within the Specific Plan Area.

I. CEQA authorizes an addendum to a previously certified EIR if, as a result of changes to the project at issue in the EIR, changes or additions to the EIR are needed, but none of the conditions permitting preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred.

J. On November 14, 2023, the Planning Commission held a public hearing to consider the Amended Project and EIR Addendum. Following the public hearing, the Planning Commission voted to recommend approval of the Amended Project and EIR Addendum to the City Council for reasons stated in Planning Commission Resolution 3852.

H. This Resolution and its findings are adopted based upon the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: The City Council makes the following findings with respect to the EIR Addendum:

A. No substantial changes are proposed to the Project that would require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impacts;

B. No substantial changes in circumstances under which the Project is undertaken would occur that would require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and

C. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared. Specifically, a review of current conditions and the proposed Amended Project demonstrates the following:

   1. The proposed Amended Project would not have one or more significant effects not discussed in the previous EIR;
   2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;
   3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the proposed Amended Project, and that the proposed Amended Project proponents decline to adopt; and
   4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more

significant effects on the environment, and that the proposed Project proponents decline to adopt, are recommended.

D. Based on the information contained in the EIR Addendum, the proposed modification of the drainage and flood control plan in the Santa Paula West Specific Plan would not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the Final EIR. Additionally, no new information of substantial importance has been identified that indicates the Amended Project would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the Final EIR.

SECTION 3: *Approval.* Subject to the conditions set forth in Planning Commission Resolution 3852, which is incorporated by this reference as if fully set forth, and based on the findings herein, the City Council approves the EIR Addendum attached as Exhibit "A", and incorporated by reference.

SECTION 4: *Reliance on the Record.* Each and all of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5: *Limitations.* The City Council's analysis and evaluation of the Amended Project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the Amended Project is that City Council lacks of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

SECTION 6: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The City Clerk is directed to mail a copy of this Resolution to Applicant and Applicant's Representative and to any other person requesting a copy. The Applicant is the McGaelic Goup LLC and Bender Farms LLC and the Applicant's Representative is the Parkstone Group.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 10: This Resolution is the City Council's final decision and will take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of December 2023.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

Draft

ADDENDUM NO. 1 TO THE FINAL ENVIRONMENTAL IMPACT REPORT

SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN EIR

CITY OF SANTA PAULA

(SCH No. 2014081104)

CITY OF SANTA PAULA
Community Development Department
Planning Division
200 S. 10th St. / P.O. Box 569
Santa Paula, CA 93060

JULY 2023

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1.0 INTRODUCTION

1.1 PROJECT BACKGROUND

When a Final Environmental Impact Report (EIR) has been certified for a project, the California Environmental Quality Act (CEQA) provides for the update of the information in the Final EIR to address changes to a project or changes to the circumstances under which a project will occur. An Addendum to a Final EIR may be prepared if changes or additions to the EIR are needed, but none of the conditions calling for a Subsequent EIR or Supplemental EIR as defined in the CEQA Guidelines have occurred.

The City of Santa Paula (City) certified the Final EIR for the approximately 54-acre Santa Paula West Business Park Specific Plan Project ("Specific Plan" or "Project") in February 2019. The Specific Plan was proposed to provide a comprehensive set of plans, exhibits, regulations, conditions, and programs for the orderly development of a portion of the West Area 2 Expansion Area as defined in the City's General Plan with commercial and light industrial uses.

As required by CEQA, the City adopted findings of fact for the significant impacts identified in the Final EIR and a statement of overriding considerations for those impacts identified as significant and unavoidable after the incorporation of all feasible mitigation measures which were adopted for the Project, consisting of several discretionary actions, including (1) approval of a General Plan Amendment, (2) adopting the Santa Paula West Specific Plan as prezoning for the property within the Specific Plan Area, (3) approval of a Master Vesting Tentative Map, (4) approval of Water Supply Assessment; and (5) authorization to file an application with the Ventura Local Agency Formation Commission (LAFCO) for the purpose of reorganizing (annexing) the Project Site within the City's jurisdiction in accordance with the Cortese-Knox-Hertzberg Government Reorganization Act of 2000. In February 2013, the City filed an application with the Ventura LAFCO to reorganize (annex) the Project Site to the City of Santa Paula.

Subsequent to the filing of the annexation application, the Ventura County Watershed Protection District (VCWPD) requested that the City modify the drainage and flood control plan for the Project to provide for additional storage volume for floodwater. This Addendum to the Final EIR for the Santa Paula West Business Park Project evaluates changes to the drainage and flood control plan proposed in response to a request from the VCWPD and related changes to the approved Specific Plan. These changes are proposed to ensure the Santa Paula West Business Park Specific Plan is safe from flooding, that the Project will not adversely affect flooding conditions on adjacent properties or along FWY 126, and to maintain the existing volume of natural floodplain storage within the Specific Plan Area.

1.2 APPLICABLE REVIEW STANDARDS

When a Final EIR has been certified for a project, the CEQA and the CEQA Guidelines define standards and the procedure for an additional environmental review. Sections 15162–15164 of the CEQA Guidelines, 14 Cal. Code. Regs. §§ 15000 et seq., define the standards for determining the level of additional environmental review required when an EIR has been certified for a project.

When it can be determined, based on substantial evidence in light of the whole record, that changes to the Project or changes in the circumstances under which the Project would be undertaken constitute new information that would result in the identification of new significant impacts, or a substantial increase in the severity of significant impacts identified in the certified Final EIR, an Addendum to an EIR may be prepared. Public review of an Addendum is not required by CEQA. Instead, the information in an Addendum is to be considered with the previously certified Final EIR prior to a decision being made on the action being considered. If new significant impacts or a substantial increase in the severity of significant impacts identified in the certified Final EIR would occur, then preparation and circulation of a Subsequent or Supplemental EIR is required.

Based on review of the whole record, including the certified Final EIR, this Addendum concludes that no new significant impacts are likely to result from the proposed apartment project. This conclusion is drawn from the following findings pursuant to Section 15162(a) of the CEQA Guidelines:

1. No substantial changes are proposed in the Project that would require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impact;
2. No substantial changes in circumstances under which the Project is undertaken would occur that would require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and
3. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared. Specifically, a review of current conditions and the proposed Project demonstrates the following:
    a. The proposed Project would not have one or more significant effects not discussed in the previous EIR;
    b. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;
    c. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the proposed Project, and that the proposed Project proponents decline to adopt; and
    d. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the proposed Project proponents decline to adopt, are recommended.

Based on the information contained in this Addendum, the proposed modification of the drainage and flood control plan in the Santa Paula West Specific Plan would not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the Final EIR. Additionally,

no new information of substantial importance has been identified that indicates the Project would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the Final EIR.

2.0 PROJECT DESCRIPTION

The Santa Paula West Business Park Specific Plan (SPW Business Park Specific Plan) was approved by the City of Santa Paula in February 2019 to guide future land use development on approximately 54 acres of property in the West Area 2 Planning Area, as defined in the City's General Plan planned for commercial and light industrial facilities. West Area 2 was identified as an expansion area in the City's 1998 General Plan, indicating the City's intent to annex this area. The SPW Specific Plan allows a variety of manufacturing, research and development, professional office, and limited commercial uses, with integrated vehicular circulation, pedestrian walkways, and supporting infrastructure.

2.1 Project Location

The SPW Business Park Specific Plan Area (Project Site) is approximately 54 acres of unincorporated land located adjacent to the western boundary of the City of Santa Paula, as shown in Figure 2.0-1: Project Location and Figure 2.0-2: Project Site. The Project Site is located within the Sphere of Influence (SOI) for the City of Santa Paula as approved by the Ventura LAFCO and the voter approved City of Santa Paula CURB (City Urban Restriction Boundary).

The Project Site is located within the Santa Paula, California, 7.5-minute United States Geological Survey (USGS) quadrangle and is comprised of five parcels identified as Assessor's Parcel Numbers (APNs) 098-0-010-150, 098-0-010-160, 098-0-010-190, 098-0-010-180, and 098-0-020-040. The Project Site is bound to the north by Telegraph Road, to the south by SR 126, to the east by existing industrial and commercial development in the existing City limits, and to the west by Adams Barranca and agricultural land. The Project Site is divided by the Ventura County Transportation Commission (VCTC) railroad right-of-way. Local access is provided by Telegraph Road, Beckwith Road, Clow Road, and Todd Lane.

2.2 Project Characteristics

2.2.1 APPROVED SPECIFIC PLAN

The City of Santa Paula General Plan designates the Project Site for Mixed-Use Commercial/Light Industrial uses (C-LI). Section 16.25.020 of the Santa Paula Municipal Code (SPMC) identifies this area as SP-6, Santa Paula West Business Park.

The Santa Paula West Business Park Specific Plan is a comprehensive set of plans, exhibits, regulations, conditions, and programs approved by the City to implement the City of Santa Paula General Plan by ensuring the orderly development of the Specific Plan Area as a coordinated office/industrial/business park, including a variety of manufacturing, research and development, professional office and limited commercial uses with integrated vehicular circulation, landscaping, pedestrian walkways, and supporting infrastructure.

Figure 2.0-1: Project Location

Figure 2.0-2: Project Site

Figure 2.0-3 is the Approved Land Use Master Plan in the Specific Plan. As shown in Table 2.0-1: Santa Paula West Business Park Specific Plan Approved Land Use Summary, the approved Specific Plan identifies 41.96 acres for Commercial/Light Industrial uses, 6.95 acres for roads, and 4.9 acres for Open Space/Passive uses, including drainage and flood control facilities. The Specific Plan defines a Floor Area Ratio (FAR) of 35% for Commercial/Light Industrial Land, meaning buildings may occupy a maximum of 35% of the area available for development. As 41.96 acres is designated for Commercial/Light Industrial Development, the maximum amount of development allowed by the approved Specific Plan is approximately 1.83 million square feet.

TABLE 2.0-1
SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN
APPROVED LAND USE SUMMARY

Land Use	Acres	Percent of Project Site
Commercial/Light Industrial (C/LI)	41.96	78.0
Roadways (approximate)	6.95	12.9
Open Space/Passive	4.9	9.1
Total Gross Area	53.81	100

Adams Barranca, located along the western boundary of the Project Site, conveys storm water from north of the site to drainpipes under the SR 126 Freeway. The current effective FEMA Flood Insurance Rate Map (FIRM) dated 01/20/2010 shows that a portion of the Project Site is located partially within Zone A, indicating there is an approximate 1% Annual Chance (100-year) of flooding due to a lack of capacity within the channel and a lack of capacity at the SR 126 undercrossing.

The approved Specific Plan includes an interceptor channel along Telegraph Road on the northern edge of the Specific Plan Area with another interceptor channel parallel to Adams Barranca from Telegraph Road to Freeway 126 and with a discharge point back into Adams Barranca upstream of the SR 126 Freeway. As shown in Figure 2.0-3: Approved Land Use Master Plan flood control basins were also planned along Adams Barranca north of the rail line and in the southwest corner of the Project Site.

2.2.2 PROPOSED SPECIFIC PLAN AMENDMENT

Based on consultation with the Ventura County Watershed Protection District (VCWPD), the drainage and flood control plan included in the approved Specific Plan was redesigned to ensure the Project Site would not be flooded or have any adverse effects on adjacent properties or the SR-126 Freeway, and would replace the existing natural floodplain storage on the Project Site. The proposed Specific Plan Amendment includes modifications to the drainage and flood control plan to increase the volume of floodwater from Adams Barranca that can be accommodated within the Specific Plan Area.

Figure 2.0-4 is the Proposed Land Use Master Plan and Table 2.0-2 is the Proposed Land Use Summary. Based on a new survey completed of the parcels included in the Specific Plan Area, the size of the Specific

Figure 2.0-3: Approved Land Use Master Plan

Figure 2.0-4: Proposed Land Use Master Plan

Plan Area has been adjusted from 53.81 to 54.01 acres. As shown in Table 2.0-2: Santa Paula West Business Park Specific Plan Proposed Land Use Summary, the amount of the Open Space/Passive land is proposed to increase by approximately 5.86 acres to 10.76 acres to accommodate a large flood control basin in the southwest portion of the Project Site. The amount of land available for Commercial/Light Industrial Development is reduced from 41.96 acres to 36.94 acres. With this reduction, the amount of development allowed by the Specific Plan is reduced by approximately 12%, from 1.83 million square feet to 1.61 million square feet.

TABLE 2.0-2
SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN
PROPOSED LAND USE SUMMARY

	APPROVED		PROPOSED		
Land Use	Acres	Percent of Project Site	Acres	Percent of Project Site	Change in Acres
Commercial/Light Industrial (C/LI)	41.96	78.0	36.94	68.4	- 5.02
Roadways (approximate)	6.95	12.9	6.31	11.7	- 0.64
Open Space/Passive	4.90	9.10	10.76	19.9	+ 5.86
Total Gross Area	53.81	100	54.01	100	0.20

Grading and Drainage Master Plans

The revised Drainage Master Plan is designed to meet or exceed the storm drainage requirements of the Ventura County Watershed Protection District (VCWWD) and the City of Santa Paula (on-site drainage systems), where applicable. The Conceptual Drainage Plan for the Project is illustrated in Figure 2.0-5: Conceptual Grading and Drainage Plan and Figure 2.0-6: Storm Drain Plan.

The Project Site will be graded to approximate the existing 2 percent land gradient, creating roadways and building pads in the lower areas with gradients in the 0.5 percent to 2 percent range. Elevations will be raised by up to approximately 4 feet – 6 feet above existing elevations to raise the site out of the floodplain. With the Conceptual Grading Plan in the approved Specific Plan, grading on the site would have involved approximately 80,000 cubic yards of cut and 179,000 cubic yards of fill, with approximately 99,000 cubic yards of imported soil needed. With the proposed Conceptual Grading Plan, grading on the site would include approximately 119,950 cubic yards of cut and 200,430 cubic yards of fill, with approximately 81,280 cubic yards of imported soil needed.

The proposed flood protection plan builds upon the approved flood control plan in the approved Specific Plan and is designed to meet or exceed the storm drainage requirements of both the Ventura County Watershed Protection District (VCWWD) and the City of Santa Paula (on-site drainage systems), where applicable.

Figure 2.0-5: Conceptual Grading and Drainage Plan

Figure 2.0-6: Storm Drain Plan

An interceptor channel is planned to capture overflows from Telegraph Road and Adams Barranca during a 100-year storm event. Instead of discharging the flows back into Adams Barranca above the freeway, these overflows will enter a large on-site storage basin located where the 100- year flood is expected to flow over the freeway under the existing condition. This basin will collect on-site flood waters collected via the north and the west interceptor channels, provide a spillage area where flood flows will overtop the freeway similar to the existing condition, and serve as an on-site detention and stormwater quality treatment basin. Flows entering Beckwith Road from Telegraph Road to the railroad tracks will also be intercepted and collected at the Telegraph Road intersection via a series of catch basin inlets and storm drains in order to minimize the flows discharging south on Beckwith Road and overtopping the railroad tracks. Along the east end of the project site to the Beckwith Road extension, an earthen interceptor channel between the building pad areas and the railroad tracks will collect runoff that overflows the tracks and convey these flows to the Todd Lane Undercrossing.

The storm drain system within the Specific Plan Area will collect on-site runoff and direct most of it to the large on-site privately maintained detention basin. This detention basin will significantly reduce peak runoff volumes downstream by storing the peak event flows and lagging their release after the storm peak. This basin will have a low level 36" RCP outlet pipe with a flap gate which will drain to Adams Barranca upstream of, or into, the double RCB Caltrans culvert below the freeway.

Site Access and Circulation

The Specific Plan includes a Circulation Master Plan that provides a framework and standards for road development to ensure a safe and adequate system of vehicular, pedestrian, and bicycle circulation. The vehicular circulation system consists of public roadway access from Telegraph Road, Beckwith Road, and Faulkner Road that would provide direct access to the Project Site driveways. Telegraph Road fronts the property to the north and is the principal arterial that would serve the Project. Primary north/south access to the Project Site north of the railroad right-of-way is Beckwith Road from Telegraph Road and east/west access is from Faulkner Road. Accommodating the larger detention basin in the southern portion of the Specific Plan Area requires minor changes to the configuration of the planned streets in this portion of the Project Site. The proposed Vehicular Circulation Plan is shown in Figure 2.0-7.

Utilities

The Specific Plan includes an infrastructure plan establishing the network of on- and off-site infrastructure construction requirements to support development of the Specific Plan. These include infrastructure to support potable water delivery, wastewater pipelines, a storm drain system, electricity and natural gas, and other facilities. Minor reconfiguration of these planned utilities is proposed to reflect the changes to the drainage and circulation master plans. The proposed utility plans are shown in Figure 2.0-8: Domestic and Recycled Water Master Plan and Figure 2.0-9: Sewer System Master Plan.

Figure 2.0-7: Vehicular Circulation Plan

Figure 2.0-8: Domestic and Recycled Water Master Plan

Figure 2.0-9: Sewer System Master Plan

2.2.3 Project Approvals and Permits

The proposed Specific Plan Amendment will require review and approval by the City of Santa Paula. Subsequent to approval of the Specific Plan Amendment, the City will consider a revised Master Vesting Tentative Map. In February 2013, the City filed an application with the Ventura LAFCO to reorganize (annex) the Project Site to the City of Santa Paula. Review of this application is pending. In addition, the California Department of Transportation will need to approve an encroachment permit for construction within the State right of way for SR-126.

3.0 ENVIRONMENTAL ANALYSIS

This section includes separate subsections for each environmental topic addressed in the Santa Paula West Business Park Specific Plan Final EIR. Each topical section includes a summary of the information and conclusions of the analysis in the Final EIR. Updated information reflecting any changes in the environmental setting related to each topic is presented first in each subsection, followed by analysis of the environmental impacts of the proposed Project. For each topic, a determination is also made whether the proposed Project would result in any new significant impacts or any substantial increase in the severity of the impacts identified in the Final EIR.

3.1 Aesthetics

Summary of Analysis in the Final EIR

The Final EIR analyzed changes to the visual character of the Project Site and the surrounding area that would result from the commercial and light industrial development that would be allowed by the SPW Business Park Specific Plan. Scenic resources in the area include agricultural land; Adams Barranca on the west boundary of the Project Site; open space in foreground and middle-ground views available from SR 126; and background views of foothills and slopes rising to Santa Paula Ridge to the north from SR 126, Telegraph Road and other public streets in the area.

The existing visual character of the Project Site as viewed from SR 126, Telegraph Road, Beckwith Road, Todd Lane, and Faulkner Road, is predominantly agricultural in nature, with ancillary agricultural facilities, row crops, and orchards.

Development in accordance with the Specific Plan would result in extending the existing urbanized visual character of the City of Santa Paula westward onto the Project Site, and views from SR 126 and streets in the area would be affected. The SPW Specific Plan includes a landscape master plan and a feature of this plan is landscaping along Adams Barranca on the western edge of the Project Site to provide a buffer with the agricultural land located west of the Project Site.

More distant scenic vistas views of the Santa Clara River Valley would not be substantially affected by development of the Project Site. There are no existing structures on the Project Site that have historical significance, nor does the Project Site contain visually important trees or geologic features. Further, the Project would incorporate various open space/passive uses into the Project design to preserve the visual quality of Adams Barranca. However, the change in views from the public viewpoints near the Project was identified as a significant and unavoidable impact of the Project.

Additionally, the Project would result in a potential for an increase from glare from any reflective surfaces that may be associated with buildings on the site, and an increase in artificial light during the night, given that minimal outdoor lighting is currently emitted from the Project Site. Mitigation Measure AES-1 was identified in the Final EIR to mitigate the impact of light and glare from the West Business Park Project by requiring submission and approval of a Lighting Plan for the site.

Analysis of Proposed Specific Plan Amendment

The primary change associated with the proposed Specific Plan Amendment is an increase in the size of the flood control basin planned in the southwest portion of the 54-acre Project Site by approximately 6 acres. This basin would extend from Adams Barranca east to Beckwith Road and would provide a visual buffer from SR-126 to development on the site. With the increased basin, development would only occur adjacent to SR 126 from Beckwith Road to the eastern edge of the Project Site. The overall visual character of the Project Site would still change from agricultural to urban.

No new potentially significant impacts would occur as a result of the proposed Specific Plan Amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of significant impacts previously identified in the Final EIR.

3.2 Agricultural Resources

Summary of Analysis in the Final EIR

The Final EIR identified that implementation of the SPW Business Park Specific Plan would result in the conversion of approximately 44.20 acres of Prime Farmland and 4.88 acres of Farmland of Statewide Importance.

Existing agricultural lands producing avocados, citrus fruits, and a variety of row crops are located south of the Specific Plan area, south of State Route (SR) 126, and near the western boundary of the SPW Business Park Specific Plan, west of Adams Barranca. Agricultural operations to the south are separated from the Project Site by SR 126.

The Final EIR included Mitigation Measure A-1 to minimize impacts to Prime Farmland and Important Farmland. This measure requires the Applicant to provide payment for a conservation easement on officially designated Prime or Important Farmland, or contribute to a local, regional, or Statewide organization whose purpose is to acquire agricultural conservation easements for Prime and Important Farmland. The Final EIR concluded that even with implementation of this mitigation measure, the Project would result in significant and unavoidable impacts related to agricultural resources due to the conversion of land identified as Prime and Farmland of Statewide Importance to non-agricultural uses.

Analysis of Proposed Specific Plan Amendment

The proposed amendment would reduce the amount of the Project Site developed with commercial and light industrial uses to accommodate a larger flood control basin. The entire Project Site would, however, continue to be developed. For this reason, impacts on agricultural land would not change. Mitigation Measure A-1 in the SPWBPSP EIR would require payment to contribute to a conservation easement that would support a local, regional, or Statewide organization whose purpose is to acquire agricultural conservation easements for Prime and Important Farmland.

No new potentially significant impacts would occur as a result of the proposed Specific Plan Amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.3 Air Quality

Summary of Analysis in the Final EIR

The Final EIR included analysis of the consistency of the Project with the 2007 Air Quality Management Plan (AQMP), which was based on residential population growth projections within the various growth and non-growth areas of the County. As the SPW Business Park Specific Plan was proposed to implement the Santa Paula General Plan, the growth associated with the SPW Business Park Specific Plan was determined to not conflict with the 2007 AQMP. For this reason, the Final EIR determined the SPW Business Park Specific Plan would not jeopardize attainment of State and national ambient air quality standards in Ventura County.

The Final EIR estimated emissions from construction activities that would occur with the SPW Business Park Specific Plan and determined these emissions would exceed Ventura County Air Pollution Control District (VCAPCD) thresholds for ROG and NOx throughout the entire construction period. Additionally, the Final EIR assessed the potential for increases in air emissions from subsequent development in the SPW Business Park Specific Plan Area after annexation. Table 3.3-1: Estimated Operational Emissions — SPW Business Park Specific Plan Area shows the emissions estimated from development in the SPW Business Park Specific Plan Area. As shown, the estimated daily operational emissions of ROG were above the thresholds of significance recommended by VCAPCD.

TABLE 3.3-1
ESTIMATED OPERATIONAL EMISSIONS — SPW BUSINESS PARK SPECIFIC PLAN AREA

Source	Pollutant (pounds/day)					
	ROG	NOx	CO	SOx	PM_{10}	$PM_{2.5}$
Maximum	29.71	22.93	103.64	0.41	29.44	8.33
VCAPCD Thresholds	*25.00*	*25.00*	*NT*	*NT*	*NT*	*NT*
Threshold exceeded?	Yes	No	No	No	No	No

Source: Meridian Consultants, 2013. Calculation data are provided in Santa Paula West Business Park Specific Plan DEIR.

Note:
CO = carbon monoxide; NOx = nitrogen oxide; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns; ROG = reactive organic gas; SOX = sulfur oxide.
NT = no threshold of significance.

Mitigation measures recommended by VCAPCD to reduce emissions associated with the proposed development were included as features of the SPW Business Park Specific Plan Project. These measures included contribution to an off-site transportation demand management (TDM) fund and during clearing,

grading, earthmoving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust-preventative measures using the following procedures, as specified by the VCAPCD and Rule 51.

Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, and AQ-5 reduced impacts to construction air quality emissions to less than significant by reducing fugitive dust emissions and pollutants caused by construction equipment, periodic inspections of construction equipment vehicles, compliance with California Vehicle Code Section 23114 with special attention to subsections 2311(b)(F), (e)(2) and (e)(4), and adherence to VCAPCD Rule 74.2 (Architectural Coatings). Mitigation Measures AQ-6, AQ-7, and AQ-8 would reduce impacts during operation of the SPW Business Park Specific Plan Project by including low emission water heaters for commercial water heating, construct pedestrian and transit friendly facilities, and provide shuttle/minibus service to the site. Mitigation Measures AQ-9, AQ-10, and AQ-11 mitigate effects of releasing spores during construction by hiring construction employees, to the extent feasible, from local populations who may have previously been exposed and therefore immune, requiring respirators during periods of high dust, and the operator cab of area grading and construction equipment must be enclosed and air-conditioned. Mitigation Measures AQ-12 and AQ-11 require the Applicant to plant and maintain shade trees to reduce heat build-up on structures and require the preparation of a Transportation Demand Management plan (TDM) for review and approval by the City and VCAPCD.

Analysis of Proposed Specific Plan Amendment

The proposed Specific Plan Amendment Project would reduce the amount of land available for development within the 54-acre Specific Plan Area as the flood control basin would be 6 acres larger. The changes to the conceptual grading plan to accommodate the revised drainage and flood control plan would reduce the amount of soil imported and increase the overall volume of grading. Table 3.3-2: Maximum Construction Emissions, below, provides updated modeling of construction emissions using the latest version of CalEEMod, the Statewide land use emissions computer model designed to provide a uniform platform to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects.

TABLE 3.3-2
MAXIMUM CONSTRUCTION EMISSIONS

Source	VOC	NOx	CO	SOx	PM10	PM2.5
	pounds/day					
Year 2024	3.9	56.9	36.5	0.2	8.4	4.4
Year 2025	3.6	51.2	34.8	0.2	8.2	3.5
Year 2026	40.1	16.8	33.3	<0.1	6.2	1.8
Year 2027	40.1	8.2	15.3	<0.1	1.4	0.6
Maximum Emissions	40.1	56.9	36.5	0.2	8.4	4.4
SPW Business Park Final EIR Maximum Construction Emissions for Approved Project	235.2	158.7	118.4	0.6	35.1	13.1

As shown in Table 3.3-2, with the revised project, maximum emissions during construction would be reduced in comparison to the approved Project.

The amount of development within the Specific Plan Area would be less with the proposed amendment as the amount of the Specific Plan Area available for development would be reduced to accommodate the larger flood control basin. The amount of traffic generated by the Project would also be reduced. For these reasons, operational air quality emissions would also be reduced in comparison to the approved Project.

Mitigation Measures AQ-1 through AQ-12, as identified in the Final EIR and adopted by the City, would apply to the revised project and would reduce air quality impacts during construction and operation of the proposed Project to the maximum extent feasible.

No new significant impacts would result from the proposed Specific Plan Amendment and the additional information provided in this addendum does not identify any substantial increase in the severity of impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.4 Biological Resources

Summary of Analysis in the Final EIR

The Final EIR determined that no special-status plant species are expected to occur within the avocado orchards agricultural ditch, agricultural row crop communities, or disturbed areas on the Project Site. The Specific Plan designates the riparian habitat on the Project Site associated with Adams Barranca as Open Space. Mitigation Measure BR-1 was identified to reduce impacts to the native riparian habitat adjacent to the Project Site by requiring the locations of any protected trees to be identified on grading plans and provide a tree report identifying measures to preserve any tree(s) that could be affected by grading. Additionally, Mitigation Measures BR-2, BR-3, and BR-4 require landscaping and irrigation plans that incorporate native vegetation and water conservation, as well as nesting bird surveys to mitigate impacts to the surrounding habitat.

Adams Barranca, located adjacent to the site, provides marginal habitat for a variety of wildlife species. Mitigation Measures BR-5 and BR-6 require the Applicant to retain a qualified biologist to survey the Project Site for the presence of the American badger and to conduct roosting bat surveys within the Specific Plan area prior to site preparation activities.

Surveys identified approximately 0.117 acres and 1,116 linear feet of agricultural ditch that may represent an ephemeral drainage under the jurisdiction of the ACOE. Alteration of State-protected waters and associated riparian vegetation would require the acquisition of a Fish and Game Code Section 1602 SAA from the CDFW. Mitigation Measures BR-7 and BR-8 require a Streambed Alteration Agreement (SAA) and a Nationwide Permit (NWP) to be obtained, and mitigation measures recommended by the ACOE, CDFW, and the National Marine Fisheries shall be implemented. Further, Mitigation Measures BR-9 and BR-10 define additional mitigation measures to meet Regional Board and CDFW applicable standards.

Analysis of Proposed Specific Plan Amendment

The proposed amendment would enlarge the flood control basin in the southwest corner of the Project Site and reduce the amount of the Project Site available for commercial and light industrial development. Overall, the amount of the Project Site designated as open space would increase to account for the enlarged flood control basin. Mitigation Measures BR-1 through BR-10, as identified in the Final EIR and adopted for the Project, would continue to be applicable. No changes to these mitigation measures are proposed or needed.

No new potentially significant impacts would occur as a result of the proposed Specific Plan Amendment and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.5 Cultural Resources

Summary of Analysis in the Final EIR

The majority of the soil on the Project Site consists of younger alluvial soils, which have a low potential of containing significant paleontological resources. Because these depths of older alluvial soils are unknown, there is a moderate to high potential for earthmoving activities during construction to encounter fossils within the older alluvium on the Project Site. Mitigation Measure CUL-1 mitigates this impact by requiring a qualified paleontologist to assess unexpected paleontological resources discovered during any ground-disturbance activities.

Ground-disturbing activities could potentially uncover previously unknown resources, including human remains. In the event that human remains are uncovered during subsurface excavation activities, implementation of Mitigation Measure CUL-2 requires a qualified archaeologist to determine whether any bones encountered are human and to supervise appropriate treatment of any resources encountered.

A majority of the Project Site has been farmed with various row crops and orchards, which has continually disturbed the surface of the soils. While the Project Site does not contain any known sensitive archaeological resources within the disturbance area, the Santa Clara River Valley is considered sensitive, and there is potential for unknown resources to be uncovered by activities, such as grading, that disturb the ground surface. Mitigation Measure CUL-3 would mitigate potential impacts to less than significant by requiring an independent qualified archaeologist to assess any archaeological resources discovered during construction.

Analysis of Proposed Specific Plan Amendment

With the amendment, the Project would include a 7.4-acre, 8-foot-deep on-site flood storage basin, in addition to the approved development, as part of the Specific Plan. As discussed in the Santa Paula West Business Park Specific Plan Final EIR, the soil on the Project Site is considered to have a low potential to contain significant paleontological resources. However, ground-disturbing activities could potentially

uncover previously unknown resources, including human remains. Mitigation Measures CUL-1, CUL-2, and CUL-3 in the Santa Paula West Business Park Specific Plan Final EIR would reduce potential impacts to paleontological and archaeological resources, and human remains, by requiring a qualified archaeologist to assess the resource or human remains.

No new potentially significant impacts would occur as a result of the proposed Specific Plan Amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.6 Geology and Soils

Summary of Analysis in the Final EIR

The Final EIR evaluated potential impacts related to geology and soil conditions in the Specific Plan area. The Project Site is not located within a designated Alquist-Priolo Earthquake Fault Zone (APEFZ) or crossed by a known active fault. As such, the risk of loss, injury, or death associated with surface rupture of a known earthquake fault was identified as very low.

Most of the Project Site lies within a liquefaction hazard zone, an area where the historic occurrence of liquefaction or groundwater conditions indicate a potential for ground displacements as a result of liquefaction, as designated by the State of California and the City of Santa Paula. Mitigation Measure G-1 would require additional explorations be performed to establish required removal depths and delineate any portion of the Project Site deemed susceptible to seismically induced settlement.

The native topsoil and alluvial soils within the Project Site may be moderately susceptible to erosion. Native topsoil and alluvial soils will be particularly prone to erosion during construction or earth moving activities, especially during heavy rains. The impact of erosion at the Project Site is considered to be potentially significant.

The alluvial soils present in the Project Site generally have a low expansion potential. However, soils with a higher expansion potential (medium or greater) are known to be present in the local area. Expansive soils could pose a risk to improvements planned for the area. The Project Site is not located within a Landslide Zone, but it does lie within a Liquefaction Zone. Liquefaction zones identify where the stability of foundation soils must be investigated and countermeasures undertaken in the design and construction of buildings for human occupancy. Statutes require that cities and counties use these zones as part of their construction permitting process, which the City of Santa Paula addresses through the building regulations contained in the Municipal Code. Mitigation Measures G-2 and G-3 were identified in the Final EIR to reduce potential impacts to erosion and expansive soils to less than significant by requiring detailed, design-level geotechnical investigation reports for all future development within the Specific Plan Area, as well as require a final grading and erosion control plan to be approved prior to any construction to minimize erosion.

The Specific Plan area could be subject to strong ground shaking in the event of an earthquake originating along one of the faults within the area. All structures will be designed in accordance with the then-current CBC and applicable City codes to ensure safety in the event of an earthquake. Additionally, Mitigation Measure G-1 requires additional explorations within the Project Site to determine any areas that might be susceptible to seismically induced settlement and identify design standards to address any settlement that may occur.

Further, the Project Site does not lie in a tsunami or seiche zone and, thus, would not create any impacts related to tsunami or seiche risk.

Analysis of Proposed Specific Plan Amendment

The proposed amendment would modify the drainage and flood control plan to allow for storage of floodwater within the Specific Plan Area. No other changes are proposed to the approved Specific Plan.

The adopted mitigation measures to address geology and soil conditions would continue to apply and no new potentially significant impacts would occur as a result of the proposed Project. The additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.7 Greenhouse Gases

Summary of Analysis in the Final EIR

The Specific Plan would result in short-term GHG emissions during construction. Construction activities associated with the Project would generate approximately 2,388 MTCO2e of GHG emissions. Construction-related GHG emissions were annualized over the entire construction period and included in the annual operational emissions. As the VCAPCD had not approved GHG emission thresholds, thresholds developed by the South Coast Air Quality Management District were used in the analysis. All industrial land use projects that exceed 10,000 MTCO2e per year would be considered potentially significant under the screening threshold developed by the SCAQMD. The estimated Project operational GHG emissions with project design features would be approximately 6,675 MTCO2e per year, which would not exceed this screening threshold.

The SPW Business Park Project was determined to be consistent with applicable strategies of the 2008 CARB Climate Change Scoping Plan and the and the 2014 Updated Scoping Plan to reduce greenhouse gas emissions in California. GHG emission impacts were determined to be less than significant.

Analysis of Proposed Specific Plan Amendment

In efforts to reduce and mitigate climate change impacts, State and local governments have been implementing policies and initiatives aimed at reducing GHG emissions. California, one of the largest state contributors to the national GHG emission inventory, has adopted significant reduction targets and strategies. The State Legislature passed Senate Bill (SB) 32, which set a 2030 GHG emissions reduction

target of 40 percent below 1990 levels.[1] AB 32 requires the California Air Resources Board (CARB) to develop a Scoping Plan which lays out California's strategy for meeting the goals. The Scoping Plan must be updated every five years. The 2022 Scoping Plan is the most recent update that lays out a path to achieve targets for carbon neutrality and reduce anthropogenic GHG emissions by 85 percent below 1990 levels no later than 2045, as directed by Assembly Bill 1279.[2] The actions and outcomes in the plan will achieve: significant reductions in fossil fuel combustion by deploying clean technologies and fuels, further reductions in short-lived climate pollutants, support for sustainable development, increased action on natural and working lands to reduce emissions and sequester carbon, and the capture and storage of carbon. To meet the Statewide reduction targets, projects must contribute to slowing the increase in GHG emissions and should contribute to reducing the State's GHG output. In order to reach California's GHG reduction targets, per capita emissions would need to be reduced by approximately five percent each year from 2022 to 2030, with continued reductions through 2050.

The SPW Business Park Project would comply with the most recent CalGreen Code and Building Efficiency Standards per the California Energy Commission. Moreover, Statewide efforts like Executive Order B-55-18 (carbon neutrality) and CARB's Advanced Clean Fleets would further reduce greenhouse gas emissions during the lifetime of the proposed Project. As such, the proposed Project would not conflict with applicable strategies to reduce greenhouse gas emissions. As the amount of land available for development would be reduced with the proposed Specific Plan Amendment, the amount of development and GHG emissions associated with this development would be reduced in comparison to the approved project.

No new potentially significant GHG impacts would occur as a result of the proposed amendment, and the additional information provided in this addendum does not identify any substantial increase in the impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.8 Hazards and Hazardous Materials

Summary of Analysis in the Final EIR

The Final EIR identified that, based on the age of the on-site structures built prior to 1970, there is potential for the exposure of ACMs, PCBs, or LBPs at the SPWBPSP Project Site. Mitigation Measures HM-1, HM-2, HM-3, and HM-4 were identified to mitigate the effects of these hazardous materials on-site during construction and operation. These mitigation measures require the Applicant to submit verification to the City of Santa Paula Building and Safety Department that an asbestos survey has been conducted on any buildings and irrigation pipelines that are to be demolished or removed; a lead based paint survey has been conducted; all fluorescent light fixtures within the existing buildings shall be

1 California State Legislature. "Senate Bill 32." https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB32. Accessed January 2023.

2 California Air Resources Board (CARB). *Final 2022 Scoping Plan Update*. https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents. Accessed January 2023.

inspected for PCB; and pole-mounted transformers, light ballasts, or other equipment suspected to contain PCBs must be inspected for the presence of PCBs prior to before any disturbance or removal.

The Santa Paula West Business Park Specific Plan Area also has a history of being used for agricultural purposes, which typically included the use of organochlorine pesticides such as DDD, DDE, and DDT prior to use of these pesticides being prohibited. The Final EIR noted that the limited Phase II ESA that was conducted for the Project Site determined that exposure of residual pesticides is considered low. However, soil testing may not always indicate every condition within the Project, and clearing of existing debris or soils could uncover hazardous material contamination not previously known to occur on-site. Mitigation Measure HM-5 was identified to reduce potentially significant impacts from the release of hazardous materials in the environment to less than significant by requiring implementation of investigation/remediation in the event that previously unknown soil and/or groundwater contamination is discovered during construction.

Analysis of Proposed Specific Plan Amendment

The proposed amendment would enlarge the flood control basin in the southwest corner of the Project Site and reduce the amount of the Project Site available for commercial and light industrial development. As discussed in the SPWBPSP EIR, there is the potential for the Project Site to contain soil or debris that has been contaminated by chemicals from previous agricultural activities. Additionally, the few buildings on-site were built prior to 1970 and there is potential for the exposure of ACMs, PCBs, or LBPs. Mitigation Measures HM-1, HM-2, HM-3, HM-4, and HM-5 in the SPWBPSP EIR would be implemented to mitigate potential impacts from any hazardous materials that may be present in the existing buildings to be demolished and the potential for soil contamination.

No new potentially significant impacts would occur as a result of the proposed amendment and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.9 Hydrology and Water Resources

Summary of Analysis in the Final EIR

All future development within the SPW Business Park Specific Plan Area would be subject to the State Water Resource Control Board (SWRCB) and United States Environmental Protection Agency (USEPA) permits, as well as Stormwater Pollution Prevention Plan (SWPPP) requirements. To reduce the discharge of pollutants during construction of the proposed development, a site-specific SWPPP would be developed in accordance with the NPDES Program General permit, authorized under the Clean Water Act for Construction Activities.

The approved Specific Plan identified bioswales in parking landscape areas to treat stormwater runoff prior to discharge into Adams Barranca and the Santa Clara River. Biofilter inserts will be installed in

curb inlets to capture oil and grease, suspended solids, metals, gasoline, pesticides, and pathogens. In addition, storm drain inlets and catch basins will have signage and stenciling to discourage illegal dumping. Filters and signage would be checked and/or replaced annually. With these project features, the Project would not result in significant impacts to water quality.

The conceptual drainage plan in the approved Specific Plan included an interceptor channel along Telegraph Road along the northern edge of the Project Site, with another interceptor channel parallel to Adams Barranca from Telegraph Road to Freeway 126, with a discharge point back into Adams Barranca upstream of the SR 126 Freeway. The channel designed along the western edge of the Project Site was designed to have the capacity to handle flows that overtop the eastern bank of Adams Barranca and the water that ponds on the Project Site due to the undersized culvert at SR 126.

The planned storm drain system would collect on-site runoff and direct it to two surface detention basins planned on the western edge of the Project Site along Adams Barranca, north of the railroad and north of the SR 126 Freeway. These detention basins were sized to treat 8% of the Q 50 (50 year storm event) runoff from the storm drain system consistent with the Ventura County Storm Water Quality Urban Impact Mitigation Plan (SQUIMP) guidelines and would reduce flow rates, allow sediment to settle, and allow for infiltration of runoff. The Final EIR concluded that the Project would not have an adverse effect on drainage and flood conditions on the Project Site or surrounding properties.

The Final EIR also determined the Project would not result in a significant new demand for water and will not substantially deplete groundwater supplies. In addition, the Specific Plan incorporates design features such as bioswales, bioretention cells, infiltration trenches, and permeable pavement, along with detention basins to allow surface water runoff percolation. Therefore, the Specific Plan would not substantially interfere with groundwater recharge. There will be no substantial impact to local groundwater recharge.

Analysis of Proposed Specific Plan Amendment

Based on consultation with the Ventura County Watershed Protection District (VCWPD), the drainage and flood control plan included in the approved Specific Plan was redesigned to ensure the Project Site would not be flooded or have any adverse effects on adjacent properties or the SR-126 Freeway, and would replace the existing natural floodplain storage on the Project Site. The proposed Specific Plan Amendment includes modifications to the drainage and flood control plan to increase the volume of floodwater from Adams Barranca that can be accommodated within the Specific Plan Area. The Flood Control Conceptual Design Report in Appendix A contains the hydrology modeling completed to define the revised design.[3]

3 Kasraie Consulting. *Flood Protection Conceptual Design* (Revised June 2022) *Santa Paula West Business Park Specific Plan EIR* (RMA 14-019-1). June 30, 2022. See Appendix A.

Instead of discharging the flows back into Adams Barranca above the freeway, the revised drainage plan in the proposed Specific Plan Amendment directs these overflows into a larger on-site storage basin located where the 100-year flood is expected to flow over the SR 126 freeway under the existing condition. This 7.4-acre, 8-foot deep basin would act as an "inlet bay" where most of the on-site flood waters would be collected via the north and the west interceptor channels. The basin would provide a spillage area where flood flows would overtop the freeway similarly to the existing condition, and it would be utilized to also serve as an on-site detention and stormwater quality treatment basin mitigation resulting in making more of the Project Site available for development. The proposed interceptor channels and storage basin would provide an additional 28.5 acre-ft (53% more) of floodplain storage when compared to the existing condition. This flood storage basin will have a low level 36" RCP outlet pipe with a flap gate which will drain to Adams Barranca upstream of, or into, the double RCB Caltrans culvert below the SR 126 freeway.

Soils and geotechnical studies will be completed at the time design plans are prepared to address soil slope and stability along the freeway under the proposed condition, and to determine appropriate erosion or settlement protection measures. Therefore, impacts related to flooding at the Project Site would be less than significant.

The flows entering Beckwith Road from Telegraph Road to the railroad tracks will also be intercepted and collected at the Telegraph Road intersection via a series of catch basin inlets and storm drains, so as to minimize the flows discharging south on Beckwith Road and overtopping the railroad tracks.

Along the east end of the Project Site to the Beckwith Road extension, an earthen interceptor channel, between the proposed building pad and existing railroad, will collect flows overflowing the tracks and will convey them to the Todd Lane Undercrossing.

The revised drainage and flood control plan meets the design criteria defined by the City in consultation with the VCWPD including that drainage flows at the current point of discharge from the Project Site at the SR 126 Freeway and at the Todd Lane Undercrossing will be equal or less than existing conditions; that flood conditions in Adams Barranca and adjacent properties will be equal or less than existing conditions; and that the flood control basin have the capacity to accommodate the existing floodplain storage on the Project Site.

As the amount of development would be reduced with the proposed Specific Plan Amendment, the water needed for the Project would be reduced. The Final EIR also determined the Project would not result in a significant new demand for water and will not substantially deplete groundwater supplies. The revised drainage and flood control plan continues to incorporate design features such as bioswales, bioretention cells, infiltration trenches, and permeable pavement, along with the larger detention basin to allow surface water runoff percolation. With these features, the Specific Plan would not substantially interfere with groundwater recharge and there will be no substantial impact to local groundwater recharge.

No new potentially significant impacts would occur as a result of the proposed Specific Plan Amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.10 Land Use

Summary of Analysis in the Final EIR

As proposed, the Santa Paula West Business Park Specific Plan Project involved annexation of approximately 54 acres of unincorporated territory to the City of Santa Paula. The parcels within the Specific Plan boundary would be subdivided with a Tentative Tract Map and roadways within the plan area would be created. The Final EIR concluded the annexation of the Project Site would be consistent with surrounding uses and would not divide any existing communities. Further, the annexation of the Santa Paula West Business Park Specific Plan Project would be in accordance with the City's General Plan to expand the City limits to coincide with the City's adopted Sphere of Influence (SOI) and City Urban Restriction Boundary (CURB).

The consistency of the Santa Paula West Business Park Specific Plan Project with applicable land use plans and policies was analyzed in the Final EIR. This evaluation addressed the consistency of the project with the City's General Plan and Municipal Code, the County of Ventura General Plan and Non-Coastal Zoning Ordinance, the 2016 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS), and the Ventura County Local Agency Formation Commission (LAFCo) policies. No significant impacts related to inconsistencies with applicable land use plans and policies were identified in the Final EIR and no mitigation measures were identified in the Final EIR.

Analysis of Proposed Specific Plan Amendment

The proposed amendment would reduce the amount of land available for development as a result of increasing the size of the flood control basin to accommodate overflows from Adams Barranca. The allowed land uses within the Santa Paula West Business Park Specific Plan Area would remain consistent with the existing General Plan land use designation and zoning with approval of the proposed Project. No new streets, utility lines, or other major infrastructure is proposed that would involve any substantial physical alterations to the existing community structure that would physically divide the City, within or out of the Project boundaries.

No new potentially significant impacts would occur as a result of the proposed amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.11 Noise

Summary of Analysis in the Final EIR

Construction noise levels at noise sensitive uses located near the Project Site receptors vary based on the location of construction activity and the amount of equipment in operation. While construction is temporary, the use of this equipment would generate both steady-state and episodic noise that will be heard from within the Project Site and at off-site locations in the surrounding areas. Mitigation Measures N-1, N-2, N-3, and N-4 would mitigate impacts to sensitive receptors by requiring stationary construction equipment to be placed as far from noise sensitive uses as feasible during all phases of project construction; all construction equipment shall be equipped with appropriate mufflers in good working condition; submittal of a material haul route plan to the City of Santa Paula and the County of Ventura for review and approval; and during all site preparation, grading and construction, the construction contractor shall locate all stockpiling and vehicle staging areas away from existing residences, to the extent feasible.

The Final EIR identified that traffic growth from future development of the Santa Paula West Business Park Specific Plan would not result in significant noise increases, as shown in Table 3.11-1: Roadway Noise Level 75 feet from Center, in the Final EIR.

Additionally, while there is currently limited use of the Santa Paula Branch Rail line that passes through the Specific Plan Area, noise from any rail operations would represent an intermittent noise source. Light industrial and commercial uses would be allowed near the southern boundary of the Project Site, north of the Santa Paula Branch of the Southern Pacific Railroad tracks. Due to its proximity to the railroad track, uses allowed within the southern boundary of the Project Site would not be sensitive to the estimated noise level of 69.4 dB(A). Given vibration from the railroad track would not be constant and would be approximately 50 feet from the track, uses allowed within Santa Paula West Specific Plan Area would not be susceptible to ground-borne vibration. Therefore, impacts identified as less than significant.

Analysis of Proposed Specific Plan Amendment

The proposed reconfiguration of the land use plan to accommodate a larger flood control basin would not change the type of commercial and industrial uses allowed within the Specific Plan Area. For this reason, no new potentially significant impacts would occur as a result of the proposed Project, and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.12 Public Services

Public Schools

Summary of Analysis in the Final EIR

The Final EIR determined there was some potential for future employees of businesses in the SPW Business Park Specific Plan Area with school age children to occupy the homes in the City. However, it was expected that the majority of the employees within the Specific Plan would either travel from outside of the City or would reside within the existing and future housing stock in the City. For this reason, it is not anticipated that the Project will generate many new students in the Santa Paula Unified School District (SPUSD). In any event, the Project will pay the school impact fee applicable to commercial and industrial development, which will mitigate any indirect impact on SDUSD school facilities.

Analysis of Proposed Specific Plan Amendment

As the proposed amendment would reduce the amount of commercial and industrial development in the Specific Plan Area, any potential indirect impacts to school facilities would be reduced in comparison to the approved project.

No new potentially significant impacts would occur as a result of the proposed amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

Fire Protection

Summary of Analysis in the Final EIR

The EIR discussed that development of the Santa Paula West Business Park would require building plans to be submitted to the Fire Department for review and approval to ensure compliance with UFC. Review of future development plans under the Specific Plan will be required to provide defensible space, serviceable access, adequate fire hydrants, adequate building addressing, adequate interior fire sprinkler systems, adequate fire or emergency alarm system, and approved locking systems for any gated access ways, among other standard conditions.

Future development within the Specific Plan Area would increase the demand for services and resources provided by the fire department over the long term. Adequate levels of fire prevention, suppression, and emergency medical response can be provided to the Specific Plan Area without detriment to the existing community through the resources available at the existing fire stations serving the City. The Final EIR concluded the Project would not require construction of new or expanded fire protection facilities.

Additionally, Mitigation Measures TRA-1, TRA-2, TRA-3, and TRA-4 identified in the Transportation section of the EIR would mitigate traffic congestion by improving the following intersections: Peck Road & Harvard Boulevard/Telegraph Road/Main Street, Peck Road & SR 126 EB On/Off Ramps/Acacia Way,

Beckwith Road & Telegraph Road, and Faulkner Road & SR 126 Westbound On/Off Ramps. With the required plan submittal and approval, and the transportation mitigation measures, impacts to fire protection services would be less than significant.

Analysis of Proposed Specific Plan Amendment

In 2018, the City of Santa Paula was annexed into the Ventura County Fire Department (VCFD) and a Memorandum of Agreement between the City and VCFD was executed describing services and funding.[4] VCFD also protects the State Responsibility Area (SRA) lands within Santa Paula's Sphere of Influence under an agreement with CAL FIRE. The closest fire station to the Project Site is Station No. 26, located at 536 West Main Street, approximately 0.96 miles northeast of the Project Site.

Construction of the Project may result in accidents, fire, or emergency incidents that would require fire services. However, construction activities would be short-term and limited in scope. After construction, there would be an increase in demand for emergency medical and fire protection services. The VCFD determined that adequate service could be provided by the two existing fire stations in the City and construction of new or expanded fire protection facilities is not required.

No new potentially significant impacts would occur as a result of the proposed Project, and the additional information provided in this addendum does not identify any substantial increase in the impacts previously identified in the Santa Paula West Business Park Specific Plan EIR.

Police Protection

Summary of Analysis in the Final EIR

Development of the Specific Plan would increase the demand for services and resources provided by the Santa Paula Police Department. The Final EIR concluded that the Project would not require construction of new or expanded police protection facilities, project-related police protection impacts would be less than significant.

Analysis of Proposed Specific Plan Amendment

As the amount of new development would be reduced with the proposed Specific Plan Amendment, no new potentially significant impacts would occur, and the additional information provided in this addendum does not identify any substantial increase in the impacts previously identified in the Santa Paula West Business Park Specific Plan EIR.

4 City of Santa Paula. *General Plan 2040*. Page 6-7. https://www.spcity.org/DocumentCenter/View/1700/Cityof-Santa-Paula-2040-General-Plan---Final-Adopted-2020-03-04. Accessed January 2023.

Parks and Recreation

Summary of Analysis in the Final EIR

Because the Santa Paula West Business Park Project does not include any new residential zoning or any new residential development projects, the Final EIR concluded the Project would not result in an increase in the residential population that could visit the City's parks and recreation facilities. Project impacts would be less than significant.

Analysis of Proposed Specific Plan Amendment

No new potentially significant impacts would occur as a result of the proposed Project, and the additional information provided in this addendum does not identify any substantial increase in the severity of any impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.13 Transportation

Summary of Analysis in the Final EIR

The Final EIR estimated the development allowed by the Specific Plan would generate 5,546 Daily Trips, 646 AM Peak Hour and 732 PM Peak Hour trips. The traffic study addressed the potential for this additional traffic to impact 16 intersections from 10th Street to Briggs Road located north of the SR 126 Freeway. Significant impacts were identified at four intersections: 10th Street and Harvard Boulevard during the AM Peak Hour, Peck Road & Harvard Boulevard/Telegraph Road/Main Street during the AM Peak Hour, Peck Road & SR 126 Eastbound On/Off Ramps/Acacia Way during the PM Peak Hour, and Beckwith Road & Telegraph Road during the PM Peak Hour. Mitigation measures in the Final EIR identified improvements to these intersections that would mitigate all impacts to a less than significant level.

Analysis of Proposed Specific Plan Amendment

The California Environmental Quality Act was amended in July 2020 and it updated the way transportation impacts are measured in California for new development projects, such as to address the amount of vehicle miles traveled (VMT) instead of the level of congestion of roads and intersections.

As the proposed amendment would reduce the amount of development within the SPW Specific Plan Area, the number of trips and VMT generated would be reduced in comparison to the approved Project. For this reason, no new potentially significant impacts would occur as a result of the proposed amendment, and the additional information provided in this addendum does not identify any substantial increase in the impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

3.14 Utilities and Service Systems

Summary of Analysis in the Final EIR

The Final EIR determined that water demand from the Project represented 0.81 percent of City's total projected urban water demand in 2017, and 0.65 percent in 2037. The City's 2010 Urban Water

Management Plan (UWMP) included the projected total water demand for the Santa Paula Business Park through 2035 and demonstrated that supplies are sufficient to meet demands. The projected demand for the Project will account for only a small fraction of the projected demands. Therefore, there would be no impacts to available water supplies and no new or expanded entitlements were determined to be needed.

The Final EIR also concluded that wastewater from the Project would not exceed applicable wastewater quality standards, and the Project impact related to wastewater treatment was less than significant. As concluded in the Sanitary Sewer Technical Report appended to the Final EIR, the Project sewer system will be designed in accordance with applicable City of Santa Paula guidelines. The proposed on-site sewer system would convey most of the wastewater flow to existing sewer lines north of the site along Telegraph Road. The projected wastewater flows are within the City's Wastewater Master Plan estimates for the Specific Plan Area. For these reasons, no significant impacts were identified.

The impact of the Project on solid waste collection and disposal services was also determined to be less than significant, as adequate landfill capacity is available in nearby landfills that serve the City. Solid waste generated during construction and operation of the Project would be required to comply with all federal, State, and local statutes and regulations to reduce and recycle solid waste.

Analysis of Proposed Specific Plan Amendment

As the amount of commercial and light industrial development would be reduced with the proposed amendment, utility demands would be less when compared to the approved project. No new potentially significant impacts would occur as a result of the proposed amendment, and the additional information provided in this addendum does not identify any substantial increase in the severity of impacts previously identified in the Santa Paula West Business Park Specific Plan Final EIR.

ATTACHMENT C
ORDINANCE NO. 1332

ORDINANCE NO. 1332

AN ORDINANCE AMENDING THE SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN (SP-6, West Area 2)

(PROJECT NO. 23-ADD-01)

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1: The City Council finds and declares that:

A. On February 20, 2019, the City Council certified the Final Environmental Impact Report ("FEIR") for the (1) 54-acre Santa Paula West Business Park Specific Plan denominated as "SP-6, West Area 2" in SPMC 16.25.020 (the "Specific Plan"), (2) a General Plan Amendment, (2) prezoning of property within the Specific Plan Area, (3) a Master Vesting Tentative Map, (4) a Water Supply Assessment; and (5) authorization to file an application with the Ventura Local Agency Formation Commission (LAFCO) for the purpose of annexing the Specific Plan Area within the City's jurisdiction in accordance with the Cortese-Knox-Hertzberg Government Reorganization Act of 2000 (collectively with the Specific Plan, the "Project").

B. After filing the annexation application with LACFO, the Ventura County Watershed Protection District (VCWPD) requested the City to modify the drainage and flood control plan for the Project to provide for additional storage volume for floodwater.

C. In order to make the VCWPD's requested changes, the Planning Division initiated an application for a Specific Plan Amendment ("SPA" or "Amended Project").

D. The City's Planning Division reviewed the SPA, in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").

E. The City reviewed the Amended Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").

F. On November 14, 2023, the Planning Commission held a public hearing to consider the SPA. Following the public hearing, the Planning Commission voted to recommend approval of the SPA to the City Council for the reasons stated in Planning Commission Resolution 3852.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds that pursuant to SPMC § 16.216.050, the proposed Specific Plan Amendment is consistent with the objectives of Title 16 of the Santa Paula Municipal Code, the General Plan, and the development polices of the City based on the following facts:

A. Section 16.25.020 of the Santa Paula Municipal Code (SPMC) identifies the Project area as SP-6, West Area 2.

B. The City of Santa Paula General Plan designates this specific plan area for Mixed-Use Commercial/Light Industrial uses (C-LI).

C. The SPMC allows for the establishment and administration of Specific Plan Zones in Chapters 16.25 and 16.216.

D. The proposed Santa Paula West Business Park Specific Plan amendment is consistent with the objective of SPMC Title 16, as follows:

1. The SPMC allows for the establishment and administration of Specific Plan Zones in Chapters 16.25 and 16.216 and establishes a designation for Santa Paula West Business Park Specific Plan;

2. The Project would provide a mechanism by which the Property can be zoned and annexed into the City, providing for the revitalization of the existing built environment and economic climate of the City by permitting new investment and development in West Area 2. In addition, the Specific Plan provides suitable sites for Light Industrial and commercial buildings that meet the needs of the community, but which are not presently available in the City of Santa Paula;

3. The Specific Plan promotes public health, safety and general welfare through a balance of impacts and benefits to the community as stated, without limitation, in Resolution No. 3793 which recommends that the City Council certify the FEIR and adopt statements of overriding considerations.

E. The proposed Santa Paula West Business Park Specific Plan amendment is consistent with the goals, policies, and objectives of the General Plan which is incorporated by reference.

1. Santa Paula West Business Park area is identified in the General Plan as an Expansion Area for future urban development.

2. The General Plan Land Use Element requires Specific Plans for all expansion areas before development can occur. The proposed Project implements these requirements.

3. The project provides for land uses, infrastructure and amenities consistent and/or in addition to those identified by the General Plan for the Santa Paula West Business Park area.

4. SPMC § 16.25.040 states that the land use designations, standards and other requirements set in an adopted Specific Plan supersede those of the SPMC. If the City Council and City of Santa Paula electorate adopts a General Plan Amendment, as recommended in this Resolution, it would establish consistency between the GP and the Santa Paula West Business Park Specific Plan.

F. The proposed Santa Paula West Business Park Specific Plan amendment is consistent with the City's development policies because:

1. The Santa Paula West Business Park Specific Plan land use designations are compatible with surrounding land uses. The Specific Plan project is compatible with neighboring single-family residences (northern boundary), light industrial uses (eastern boundary), agriculture (southern boundary) and agriculture (western boundary).

2. A transportation and circulation analysis for the Santa Paula West Business Park Specific Plan is included in the Final EIR and determined that implementation of proposed traffic mitigations will reduce traffic impacts.

3. The revised flood protection identified within the Drainage Master Plan, builds upon the approved flood control plan in the approved Specific Plan and is designed to meet or exceed the storm drainage requirements of both the Ventura County Watershed Protection District (VCWWD) and the City of Santa Paula (on-site drainage systems), where applicable.

SECTION 3: *Environmental Assessment*. The City Council has approved an EIR Addendum for the Amended Project pursuant to City Council Resolution 7459, the findings of which are incorporated as if fully set forth herein.

SECTION 4: *Specific Plan Amendment Required Findings*. Pursuant to SPMC § 16.216.070, the City Council makes the following findings:

A. The proposed Specific Plan amendment promotes public health, safety, and general welfare, and serves the goals and purposes of this Title 16 as follows:

1. The City of Santa Paula, with the Santa Paula West Business Park Specific Plan development improvements, will be able to adequately serve the public health, safety and general welfare of residents within the reorganized (annexed) areas by providing fire protection (through a contract with Ventura County Fire protection District), local police protection and medical services.

B. The proposed Specific Plan or amendment is consistent with the goals, policies, and objectives of the General Plan as follows:

1. The proposed Specific Plan Amendment includes existing development that is contiguous with the City's boundary and growth consistent with General Plan Policy LU 4.l

2. Santa Paula West Business Park is identified in the General Plan as an expansion area for future urban development.

C. The proposed Specific Plan Amendment will not adversely affect surrounding properties because:.

1. The proposed land uses are compatible with neighboring single-family residences (northern boundary), light industrial uses (eastern boundary) and agricultural uses (south/western boundary). Furthermore, the proposed land uses are found to be consistent with the framework of the City's General Plan.

SECTION 5: *Approval.* The City Council approves amendments to the Santa Paula West Business Park Specific Plan (SP-6, West Area 2) as follows:

1. Incorporate the proposed flood mitigation and grading plans described in the Flood Protection Conceptual Design, prepared by Kasraie Consulting and revised June 2022 ("Report"), developed to increase the volume of floodwater from Adams Barranca that the Specific Plan area can accommodate (hereafter, the "Updated Grading and Drainage Plan"). In the event of a conflict between the Updated Grading and Drainage Plan and the provisions of the existing Specific Plan, the Updated Grading and Drainage Plan will control. Attached as Exhibit "A" to this Ordinance is a copy of the Report.

2. Amend Section 2.2.1, entitled "Land Use Summary", to read as follows:

SUMMARY OF LAND USES		
Land Use	**Acres**	**Percent of Project Site**
Commercial/Light Industrial (C/LI)	36.94	68.4
Roadways	6.31	11.7
Open Space/ Passive	10.76	19.9
Total Gross Area	54.01	100

SECTION 6: *Reliance on the Record.* Each and all of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Amended Project. The findings and determinations

constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Preservation.* Repeal or amendment of any previous Specific Plan does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this ordinance 's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to its end, the provisions of this Ordinance are severable. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: *Notice*. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoptions in the records of this meeting, and within fifteen days after passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 10: This ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this ___ day of January 2024.

_____
Andy Sobel, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A TO ORDINANCE NO. 1332

(Flood Protection Conceptual Design Report)

[Attached behind]

KASRAIE CONSULTING
3287 Island View Drive, Ventura, CA 93003
Phone: (805) 340-4744
Email: kasraie@kasraieconsulting.com | www.KasraieConsulting.com

June 30, 2022

Mr. Sergio Vargas, PE
Deputy Director
Ventura County Public Works Agency
Watershed Protection
800 S. Victoria Avenue
Ventura, CA 93009
Email: sergio.vargas@ventura.org

SUBJECT: Flood Protection Conceptual Design (Revised June 2022)
Santa Paula West Business Park Specific Plan EIR (RMA 14-019-1)
City of Santa Paula, CA
Adams Barranca – VCWPD Zone 2

Dear Mr. Vargas (Sergio):

This letter and the enclosed technical study report are provided on behalf of the City of Santa Paula, in response to your letter of October 21, 2021 regarding the subject project.

Based on our discussions, Kasraie Consulting has defined a more refined flood protection conceptual design to meet the flood protection needs of the proposed project.

Your letter of October 1, 2021 stated the Ventura County Watershed Protection District's (VCWPD) concerns about flooding of the site during a 1% Annual Chance (100-year) flood, and your requirements for flood protection as part of the EIR process (RMA 14-019-1). That letter can be found in the enclosed document Appendix A.

The concerns and requirements can briefly be summarized below:

1. Proposed project site and structures will need to be safe from flooding;
2. Proposed project should not adversely affect flooding conditions on adjacent properties or along FWY 126;
3. Removal and loss of the current natural floodplain storage on the project site should be replaced.

As mentioned in our August 30, 2021 letter, and your concurrence, we considered our August 2021 submittal as Step 1 in the flood protection design process, generally meeting the majority of the County's concerns at the conceptual level with regard to annexation of the specific plan area to the City for future development. It was agreed that Step 2 would include a more refined proposed site plan and corresponding floodplain computer models. The enclosed technical study report is the result of Step 2 in the flood protection design process.

This submittal includes a more refined proposed site plan, report, and the corresponding HEC-RAS 2D computer model that meet the County and VCWPD's comments and concerns, while maximizing the available buildable area.

All the project correspondence, grading/site plan, HEC-RAS Model files and supporting data can be downloaded via the following Dropbox link:

https://www.dropbox.com/sh/ajrpghtiogboxjk/AADEZIYFHNby4vYmBeqn5xqga?dl=0

Thank you for the opportunity to provide our technical study report. Please feel free to call or email with any questions or comments you might have.

Sincerely,

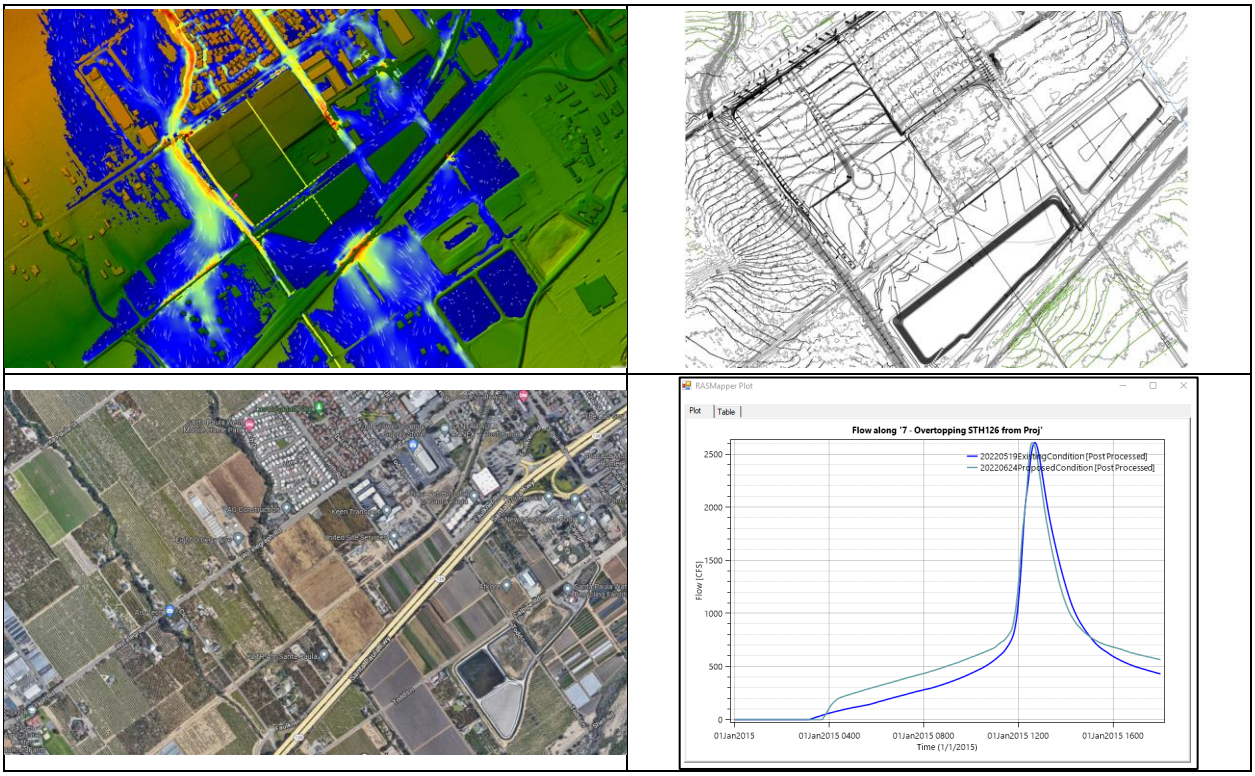
Hassan Kasraie, PE, CFM

Cc: James Mason, City of Santa Paula (jmason@spcity.org)
Glenn Shephard, VCWPD (Glenn.Shephard@ventura.org)
McGaelic Group/Bender Farms, c/o Parkstone Companies
Yunsheng Su, VCWPD (yunsheng.su@ventura.org)
Shweta Chervu, VCWPD (shweta.chervu@ventura.org)

ENCLOSURE:

Flood Protection Conceptual Design
Santa Paula West Business Park Specific Plan EIR
Revised June 2022
Prepared by Kasraie Consulting

Flood Protection Conceptual Design
Santa Paula West Business Park Specific Plan EIR
(RMA 14-019-1)
City of Santa Paula, CA
Adams Barranca – VCWPD Zone 2



Prepared for:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

REGISTERED PROFESSIONAL ENGINEER
HASSAN H. KASRAIE
C 42360
CIVIL
STATE OF CALIFORNIA

Expires
03/31/2024

Prepared by:

KASRAIE CONSULTING
Ventura, CA 93003

August 2021 (letter report)
Revised June 2022

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Appendix A – Digital Appendix: Project Correspondence, February 2022 Grading Plan, HEC-RAS Model files and Supporting Data, Effective and Preliminary FEMA Data

https://www.dropbox.com/sh/ajrpghtiogboxjk/AADEZIYFHNby4vYmBeqn5xqga?dl=0

Appendix B – Proposed vs. Existing Condition Hydrographs (plots included in report)

1 Executive Summary

The project development consists of parcels 098001015, 098001016, 098001018, 098001019, and 098002004 which lie within a wide, shallow 1% Annual Chance Floodplain created by inadequate capacity within the adjacent Adams Barranca Channel. Previous proposed site grading and flood hazard mitigation measures were reviewed by the Ventura County Watershed Protection District (VCWPD), which then identified that the changes were needed to show that the:

1. Proposed project site and structures are safe from flooding;
2. Proposed project will not adversely affect flooding conditions on adjacent properties or along FWY 126;
3. Removal and loss of the current natural floodplain storage on the project site should be replaced.

Kasraie Consulting (KC) previously provided an alternative conceptual design and corresponding report in August 2021. In October 2021, VCWPD indicated that it "*in principle concurs with the proposed flood protection conceptual design to mitigate the hydrologic and hydraulic impact of the development of Santa Paula West Business Park on Adams Barranca and its floodplain*".

This submittal includes a more refined proposed site plan, report, and corresponding HEC-RAS 2D computer model that meet the above criteria while maximizing the available buildable area.

2 Background

2.1 General

The proposed development consists of parcels 098001015, 098001016, 098001018, 098001019, and 098002004 which are located in an unincorporated area of County of Ventura immediately adjacent to the west side of the City of Santa Paula. It is situated on the eastern side of Adams Barranca, adjacent to the north side of FWY 126, and southwest of the intersection of Beckwith and Telegraph Roads (Figure 1). Current land use consists of row crops and orchards (Figures 2-4).

The current effective FEMA Flood Insurance Rate Map (FIRM) panels 06111C0778E and 06111C0779E dated 01/20/2010 (Figure 5) show that the site lies partially within the Zone A Approximate 1% Annual Chance (100-year) Floodplain.

Flood modeling and mapping are in the process of being updated with the latest preliminary FIRM panels published on July 31, 2020. This set of modeling and mapping show a wide, shallow 1% Annual Chance Floodplain created by inadequate capacity within the adjacent Adams Barranca Channel (Figure 6).

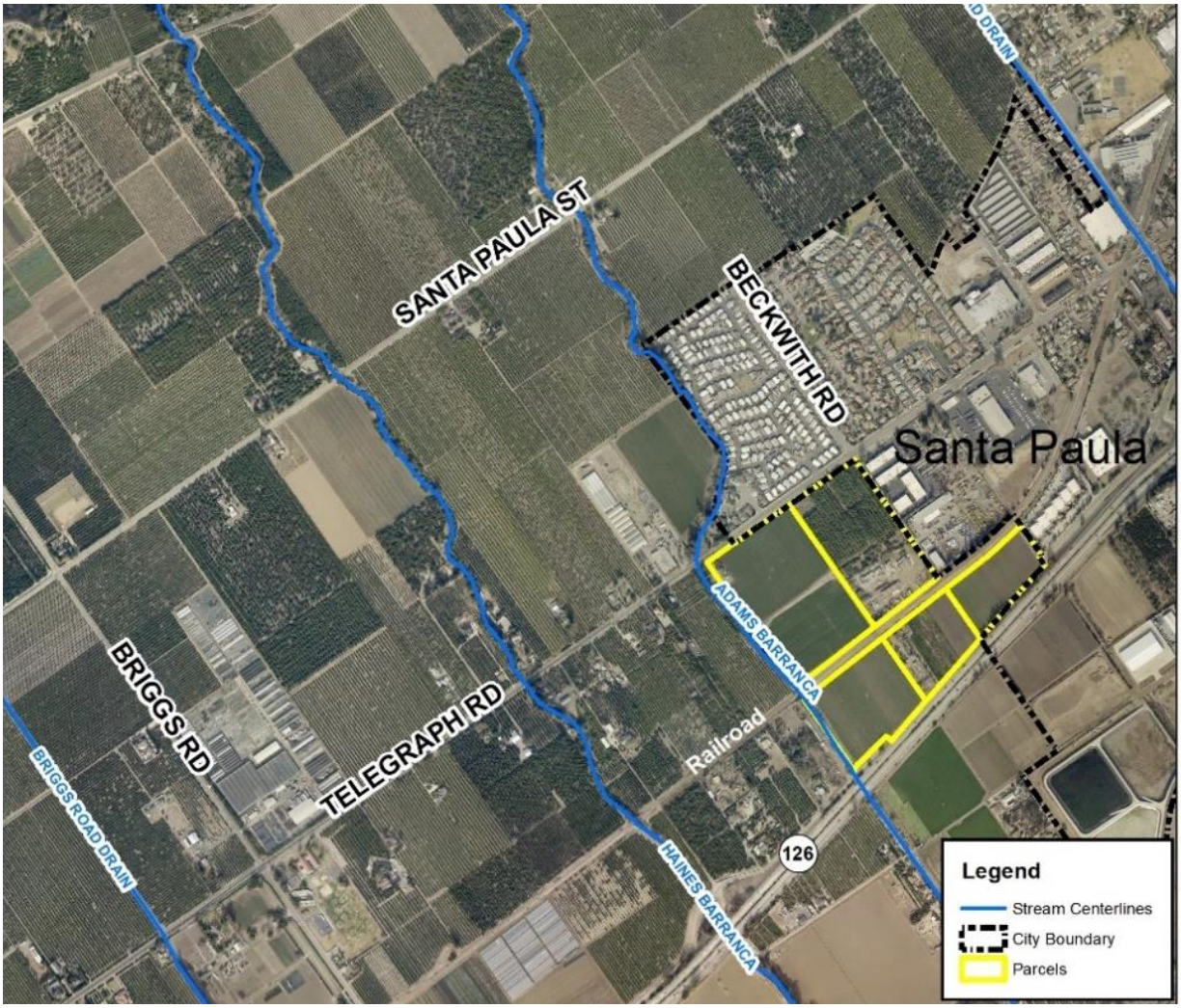


Figure 1: Project Area and Immediate Vicinity



Figure 2: Looking North at Project Site from FWY 126



Figure 3: Looking Southwest at Project Site from the Intersection of Beckwith and Telegraph Rd



Figure 4: Google 3D Aerial View of Project Site

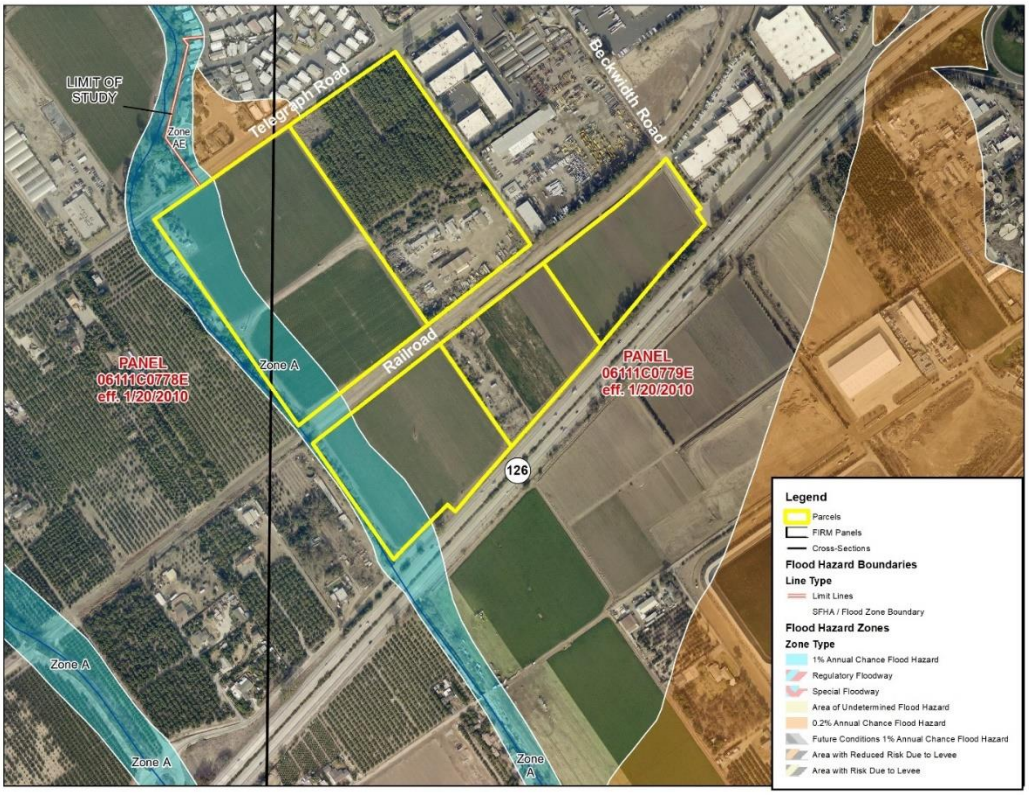


Figure 5: Effective FIRM Map Panel 778E and 779E

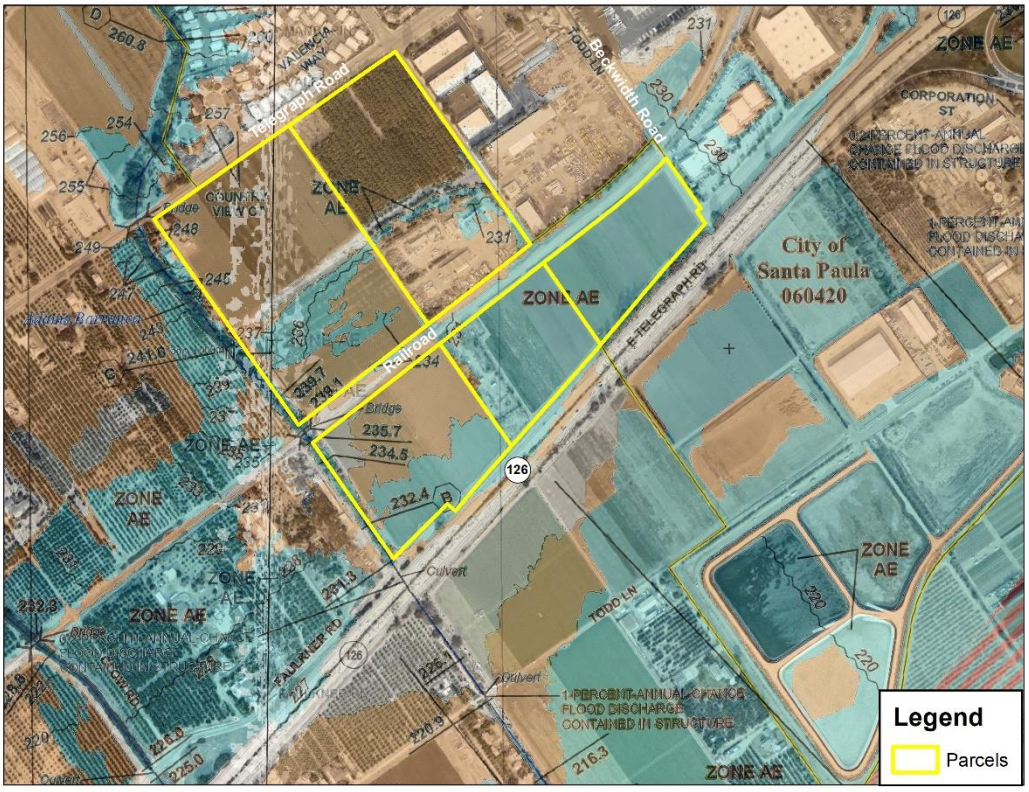


Figure 6: Preliminary FIRM Map Panel 778E and 779E

VCWPD has provided comments about flooding of the site during a 1% Annual Chance (100-year) flood, and defined requirements for flood protection as part of the EIR process (RMA 14-019-1). These concerns and requirements can briefly be summarized below:

1. Proposed project site and structures are safe from flooding;
2. Proposed project should not adversely affect flooding conditions on adjacent properties or along FWY 126;
3. Removal and loss of the current natural floodplain storage on the project site should be replaced.

The previous conceptual design for the project consisted of an interceptor channel along Telegraph Road to the north of the project parcels, and another interceptor channel parallel to Adams Barranca from Telegraph Road to Freeway 126, with a discharge point back into Adams Barranca upstream of the freeway. The County and VCWPD commented that this design would tend to worsen flooding along Adams Barranca, on the project site, and on adjacent parcels. Please see correspondence included in the *Project Correspondence* folder in Appendix A.

2.2 July 31, 2020 Preliminary FIRM and Corresponding HEC-RAS 1D-2D Model

2.2.1 Evaluation of Preliminary Model

FEMA is in the process of revising numerous flood hazard studies within Ventura County including Adams Barranca, Briggs Road Drain, Fagan Canyon, Haines Barranca, and Peck Road Drain. Modeling supporting the preliminary map revision used HEC-RAS Version 5.0.7 consisting of a 1D-2D hybrid model. This model was used to evaluate previous design concepts by others. However, as a part of KC's re-evaluation of existing conditions and previous designs, it was determined that the model had numerous technical issues including poor connections between the 1D and 2D portions of the model which result in unnatural differences in water surface elevations (See Figure 7).

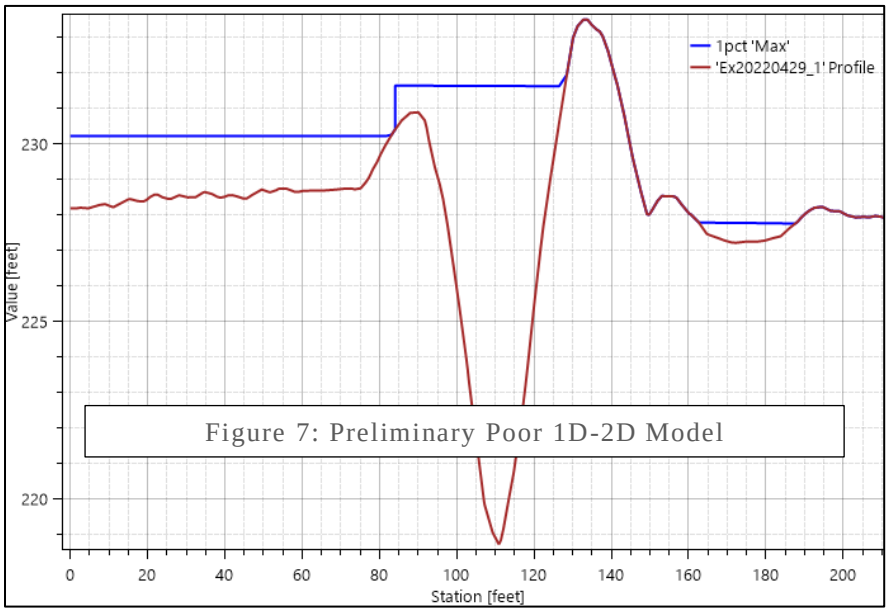


Figure 7: Preliminary Poor 1D-2D Model

2.2.2 Comingling Flow Analysis

The preliminary FEMA 1% Annual Chance Flood model includes five streams in 1D and the overbank areas between them as 2D. The entire run took approximately 5 hours to run on their machines. KC reviewed the model to determine how much impact the adjacent streams (Haines Barranca and Peck Road Drain) had on Adams Barranca. When flow on all other streams were removed from the model, floodplain elevations and flow values along Adams Barranca (including at the project site) were statistically the same as those calculated by the complete model (flow included on all streams). This indicated that remodeling Adams Barranca as a separate, single flooding source would be appropriate which then reduces run times and allows the analysis to use more discrete (smaller) cell sizes to emulate features within the watershed. This model is referred to as the Revised Existing Conditions Model.

3 Revised Existing Condition Model

When KC became involved with the design, a newer, FEMA accepted version of HEC-RAS (Version 6.0) became available which allowed direct modeling of bridge structures, eliminating the need for a hybrid 1D-2D model connection which reduces the change for calculation errors. The initial conceptual model runs (existing and proposed) were provided in August 2021 as part of a generalized submittal to VCWPD to get their concurrence on the design approach (October 2021).

Subsequently, HEC-RAS Version 6.2 has been made released by the US Army Corps of Engineers (USACE), approved for use by FEMA, and used for this analysis and submittal.

3.1 Hydrology

1% Annual Chance Flood flows on Adams Barranca are based on those used in FEMA's preliminary model which corresponds to the value shown in the VCWPD *Report Addendum Final: Hydrologic Modeling of the Santa Clara River with U.S. EPA Hydrologic Simulation Program – FORTRAN (HSPF) (December, 2009)* at Node 842 immediately downstream of Foothill Road.

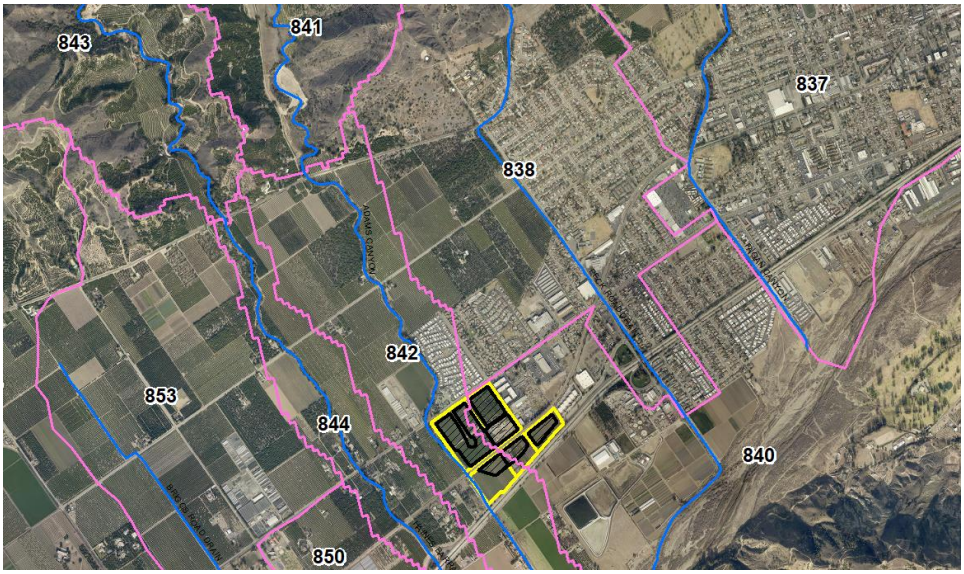
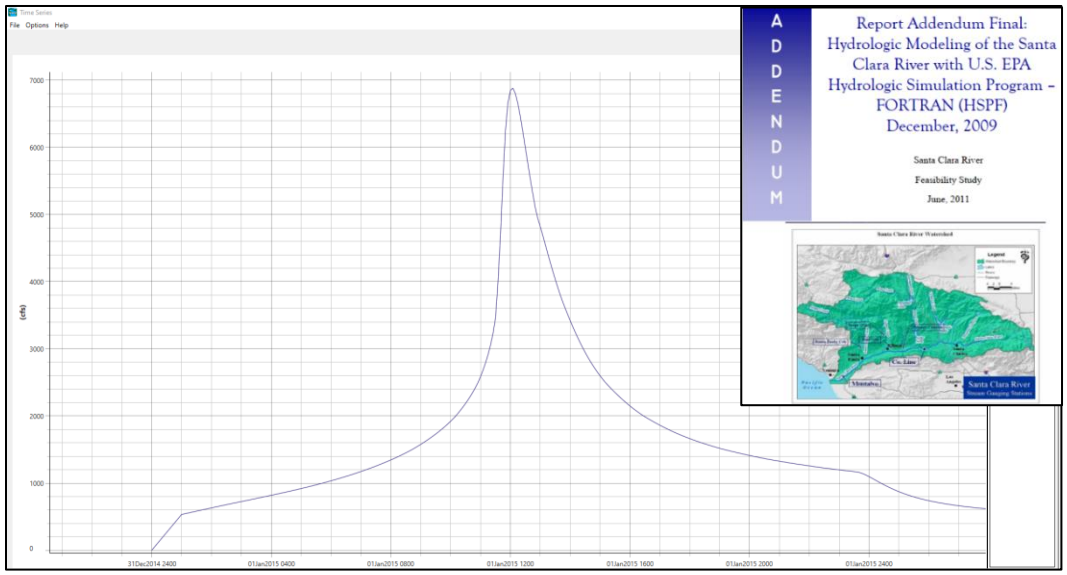


Figure 8: SCR HSPF Watersheds in Vicinity of the Project



Name	HSPF Sub-Area	Study	Area (ac.)	Cum. Area (sq. mi)	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	200-yr	500-yr	Multiplier
Adams Upstream	3841	CDM	1,122	-	81	270	491	907	1,332	1,873	2,519	3,657	Undeveloped
Adams Intermediate 1	2841	CDM	3,552	-	211	702	1,277	2,360	3,466	4,875	6,557	9,516	Undeveloped
Adams Intermediate 2	1841	CDM	4,717	-	267	888	1,616	2,986	4,386	6,169	8,298	12,043	Undeveloped
Adams Barranca	841	CDM	5,398	-	299	994	1,808	3,340	4,906	6,900	9,281	13,469	Undeveloped
Adams Barranca	842	CDM	412	9.1	298	991	1,803	3,330	4,892	6,880	9,254	13,430	Undeveloped

Figure 9: Adams Barranca Flood Insurance Hydrology

3.2 Hydraulics

3.2.1 2D Mesh/ Boundary Conditions

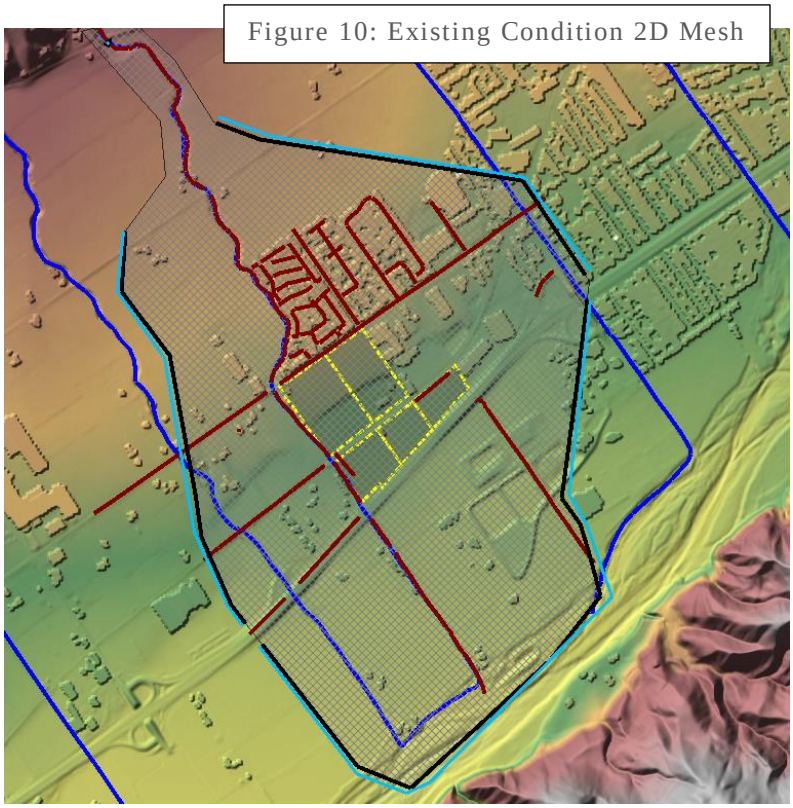


Figure 10: Existing Condition 2D Mesh

Multiple model iterations were generated to determine the general extent of flooding along Adams Barranca. The final 2D mesh was created to cover this area using a 50' x 50' cell resolution. Breaklines were added along the stream and street centerlines. Cells adjacent to these are non-rectangular and generally range in width from 12-25-feet.

The upstream hydrograph was directly added to the main channel immediately downstream of Foothill Boulevard. Downstream boundary conditions, at the edges of the mesh, were all set to normal depth using an estimated slope of 1%. These locations are far enough from the main channel that they do not have an effect on the hydraulics in the vicinity of the project. Additionally, a direct tie-in

to Santa Clara River flood elevations was not necessary due to the significant difference in watershed size and peak flow time difference.

3.2.2 Manning's "n" Roughness Values

VCWPD GIS parcel layer was initially overlaid onto the County 2016 aerial photography and then split to reflect changes in landcover. Each polygon was assigned a landcover type and corresponding roughness value

Table 1: Existing Landcover Manning's "n" Roughness Values

Landcover	Mannings "n"
Buildings	1
Farmstead – not including Buildings	0.05
Field Crops	0.045
High Density Residential – not including Buildings	0.05
Improved Channel	0.035
Industrial/Commercial – not including buildings	0.035
Open Area	0.035
Orchard	0.07
Pking (Parking)	0.025
Railroad	0.025
School	0.045
SCR (Santa Clara River)	0.04
Stream 2 (main channel - fair)	0.045
Stream 3 (main channel - significant vegetation)	0.06
Street	0.025
Trees	0.08

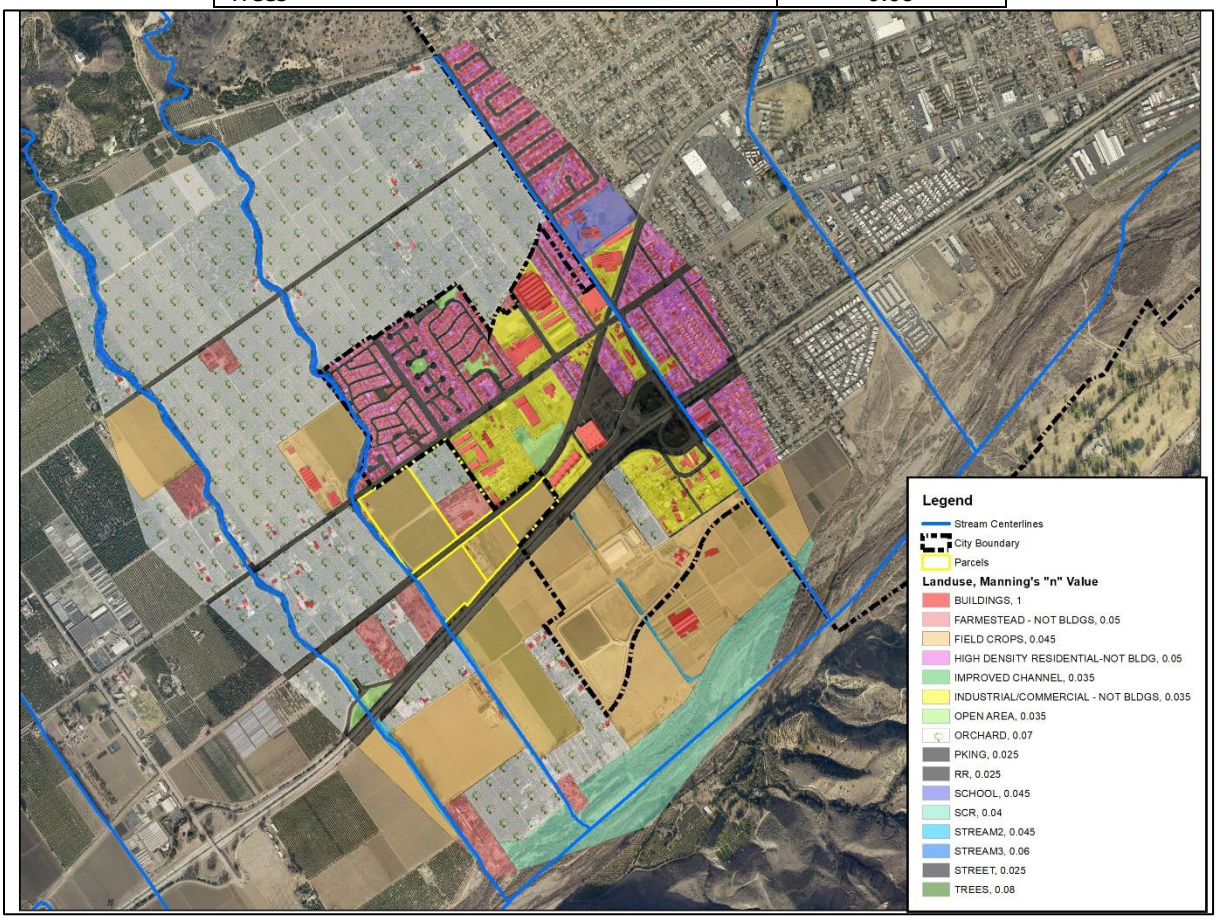


Figure 11: Exiting Landuse and Manning's "n" Roughness

3.2.3 Terrain/Topography

The model incorporates more detailed/recent topographic information (*2018 USGS Lidar: Southern CA Wildfire* - https://www.fisheries.noaa.gov/inport/item/58709) downloaded from the NOAA Open Coast Data Access Viewer (https://coast.noaa.gov/dataviewer/#/).

Structures from the California Microsoft Building Footprints Layer were used to artificially raise the terrain 10-feet to represent the obstruction of shallow flow in the hydraulic model.

3.2.4 Vertical Datum/Coordinate System

All data provided/used for this analysis use the following:

Vertical Datum - North American Vertical Datum of 1988 (NAVD 88)
Coordinate System - California State Plane Zone V (feet)

4 Updated Flood Protection Concept/Proposed Condition

4.1 Functional Description

The proposed flood protection concept builds upon the previous concept as described in Section 2.1 by using an interceptor channel to capture overflows from Telegraph Road and Adams Barranca's east bank during a 100-year storm event.

However, instead of discharging the flows back into Adams Barranca above the freeway, these overflows will enter a large onsite storage basin located where the 100-year flood is expected to flow over the freeway under the existing condition. This basin will act as an "inlet bay" where most of the onsite flood waters will be collected via the north and the west interceptor channels; it will provide a spillage area where flood flows will overtop the freeway similar to the existing condition; and it will be utilized to also serve as an onsite detention and stormwater quality treatment basin mitigation resulting in making more of the project site available for development.

The flows entering Beckwith Road from Telegraph Road to the railroad tracks will also be intercepted and collected at the Telegraph Road intersection via a series of catch basin inlets and storm drains, so as to minimize the flows discharging south on Beckwith Road and overtopping the railroad tracks.

Along the east end of the project site to the Beckwith Road extension, an earthen interceptor channel, between the proposed building pad and existing railroad, will collect flows overflowing the tracks and will convey them to the Todd Lane Undercrossing.

The large onsite flood storage basin will have a low level 36" RCP outlet pipe with a flap gate which will drain to Adams Barranca upstream of or into the double RCB Caltrans culvert below the freeway (see Figure 12).

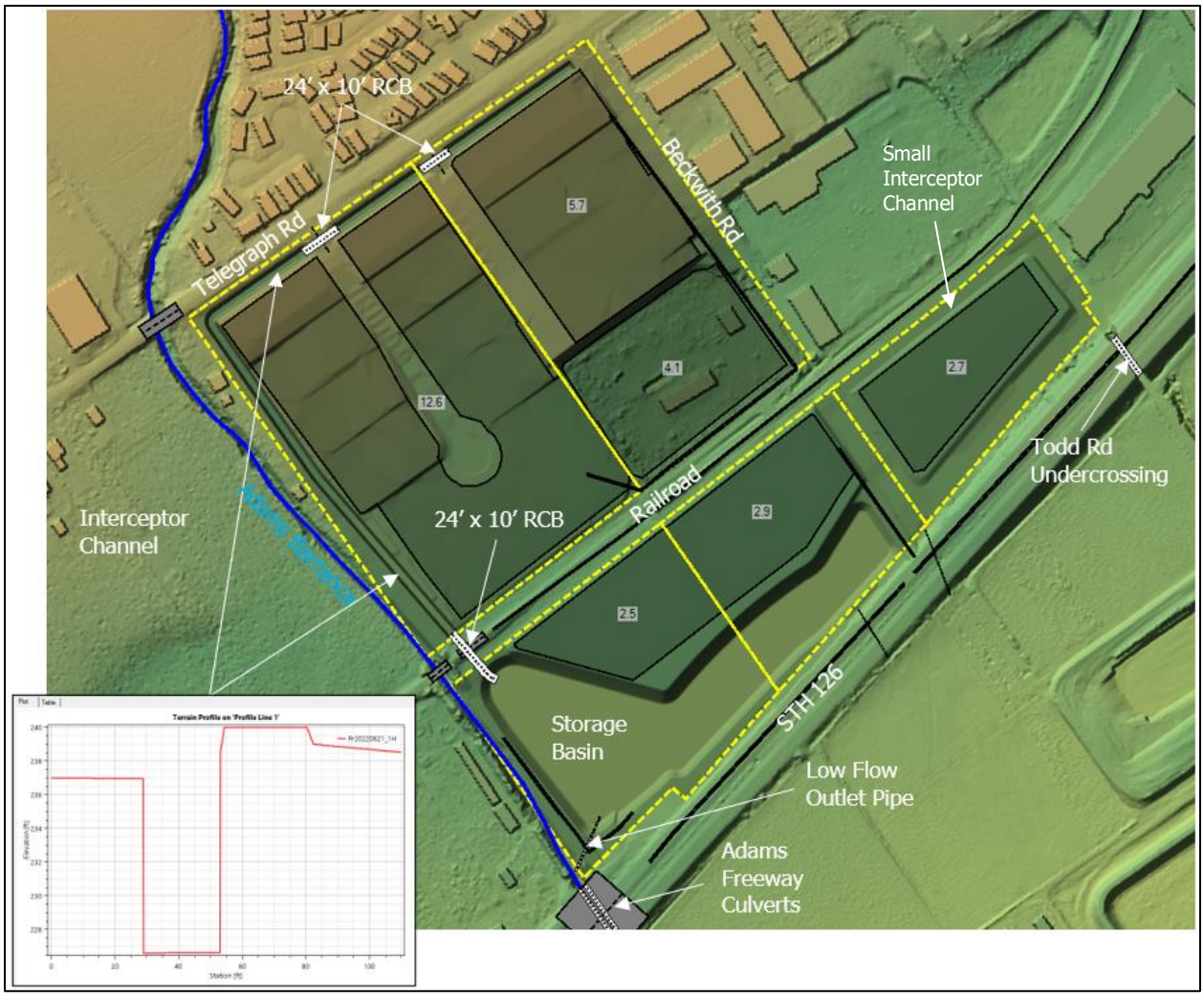


Figure 12: Main Flood Protection Concept Components

4.1.1 February 2022 Grading Plan

Robert William Company LLC generated a preliminary grading plan based on the August 2021 conceptual design. It was further refined by KC in June 2022 to:

1. Increase the capacity of the proposed main interceptor channel to a 24' x 12' RCC.
2. Reduce the overflow elevation to provide better exchange of flow between Adams Barranca, Beckwith Road, and the "inlet bay" storage basin.
3. Raise the building pad elevation out of the modeled 100-year floodplain

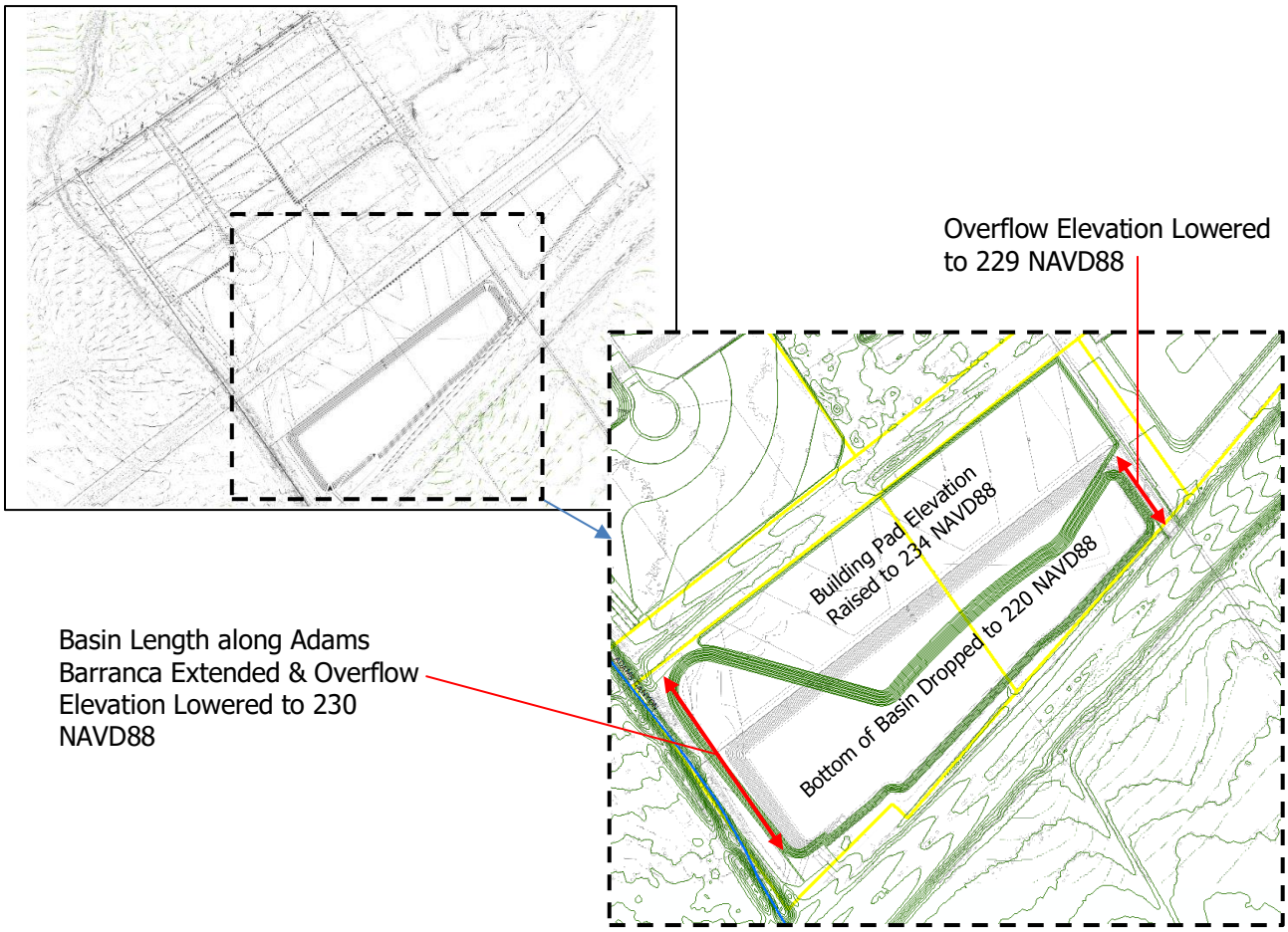


Figure 13: February 2022 Grading Plan and June Modification

4.1.2 Terrain/Topography

The modified grading plan replaced the existing condition terrain (section 3.2.3) where the two overlap.

4.1.3 2D Mesh/ Boundary Conditions

The existing condition model mesh was modified within the project site to discretize elements representing the proposed features (interceptor channels, "inlet bay" storage basin, …). See Figure 14. The remaining area outside of the project area was not adjusted.

Downstream boundary conditions were not changed from the existing condition model.

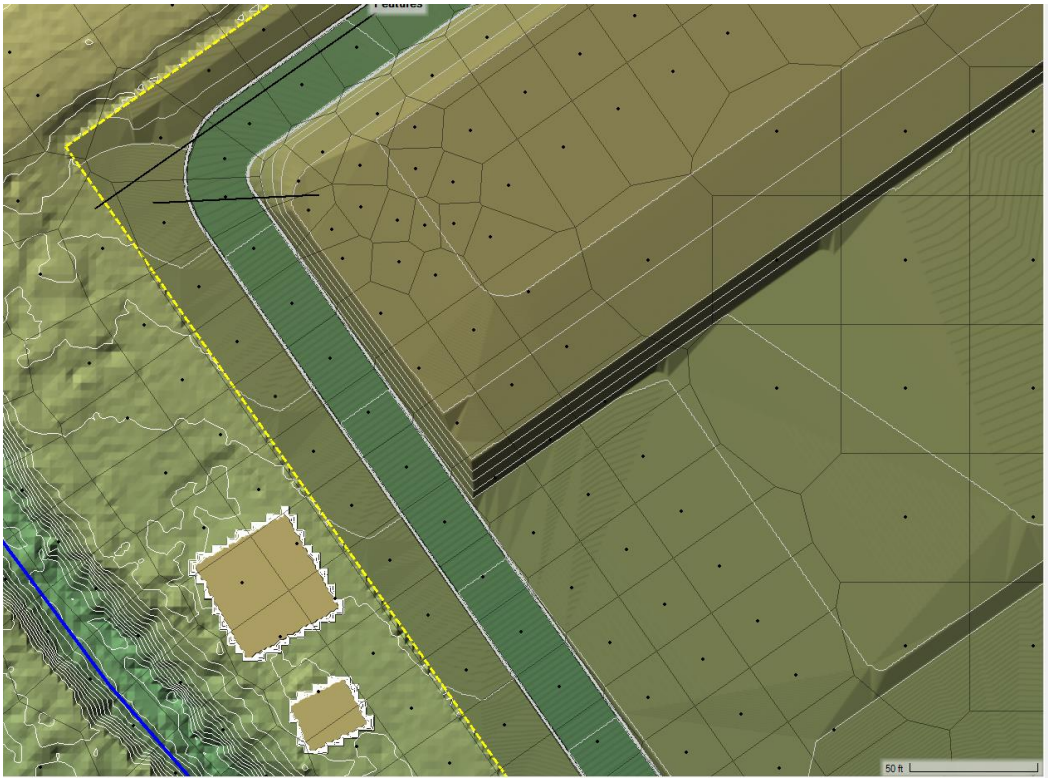


Figure 14: Example of Changes to 2D Mesh for Proposed Condition

4.1.4 Manning's "n" Roughness Values

Project site roughness values were adjusted to reflect the planned usage.

Table 2: Proposed Landcover Manning's "n" Roughness Values

Landcover	Mannings "n"
Buildings	1
Farmstead – not including Buildings	0.05
Field Crops	0.045
High Density Residential – not including Buildings	0.05
Improved Channel	0.035
Industrial or Commercial – not including buildings	0.035
"Inlet Bay" Storage Basin	**0.035**
Open Area	0.035
Orchard	0.07
Pking (Parking)	0.025
Proposed Industrial – with Buildings	**0.06**
Railroad	0.025
Reinforced Concrete Channel (RCC)	**0.015**
School	0.045
SCR (Santa Clara River)	0.04
Stream 2 (main channel - fair)	0.045
Stream 3 (main channel - significant vegetation)	0.06
Street	0.025
Trees	0.08
Unimproved Channel	**0.035**



Figure 15: Proposed Landuse and Manning's "n" Roughness

4.1.5 Vertical Datum/Coordinate System

All data provided/used for this analysis use the following:

Vertical Datum - North American Vertical Datum of 1988 (NAVD 88)
Coordinate System - California State Plane Zone V (feet)

5 Conclusions

The County's EIR comments requested that the City explore providing onsite compensatory flood storage as part of the project. Based on our understanding of the County's comments, we present the following quantifiable criteria to comply with the County/VCWPD requirements:

1. Criteria #1: Demonstrate that the post-project flow overtopping the freeway at the current point of discharge is equal to or less than the pre-project condition overflow (Section 5.1);
2. Criteria #2: Demonstrate that the post-project flow in the Todd Lane Undercrossing is equal to or less than the pre-project condition (Section 5.1);
3. Criteria #3: Provide compensatory onsite flood storage basin area to compensate for the loss of the pre-project floodplain storage volume over the project site (Section 5.2);
4. Criteria #4: Ensure that the post-project flood condition in Adams Barranca and the adjacent properties will be equal to or less than the pre-project condition (Section 5.3)

5.1 Comparison of Existing and Proposed Condition Flow Results

Peak flows were compared at eight (8) different critical locations as show in Figures 15-16 and Table 3. Complete hydrograph plots are in Appendix B.

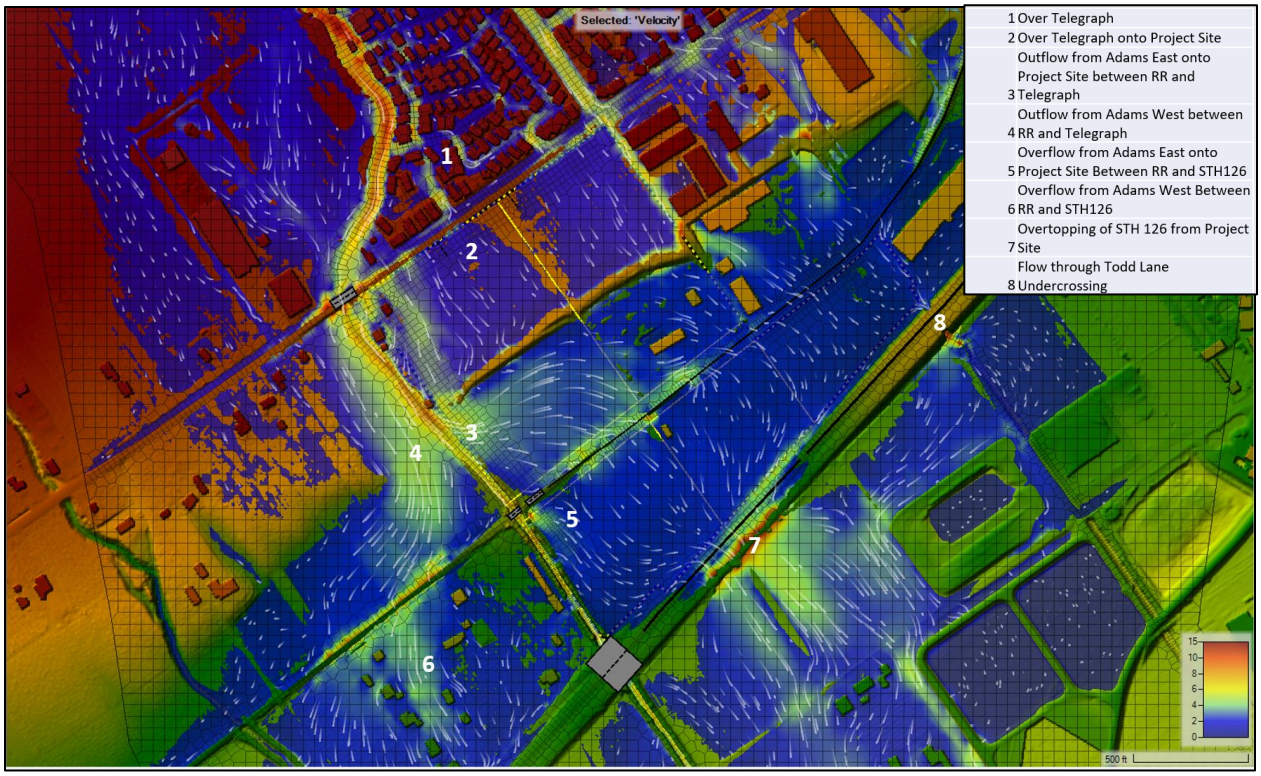


Figure 15: Existing Condition Velocities with Critical Flow Comparison Locations

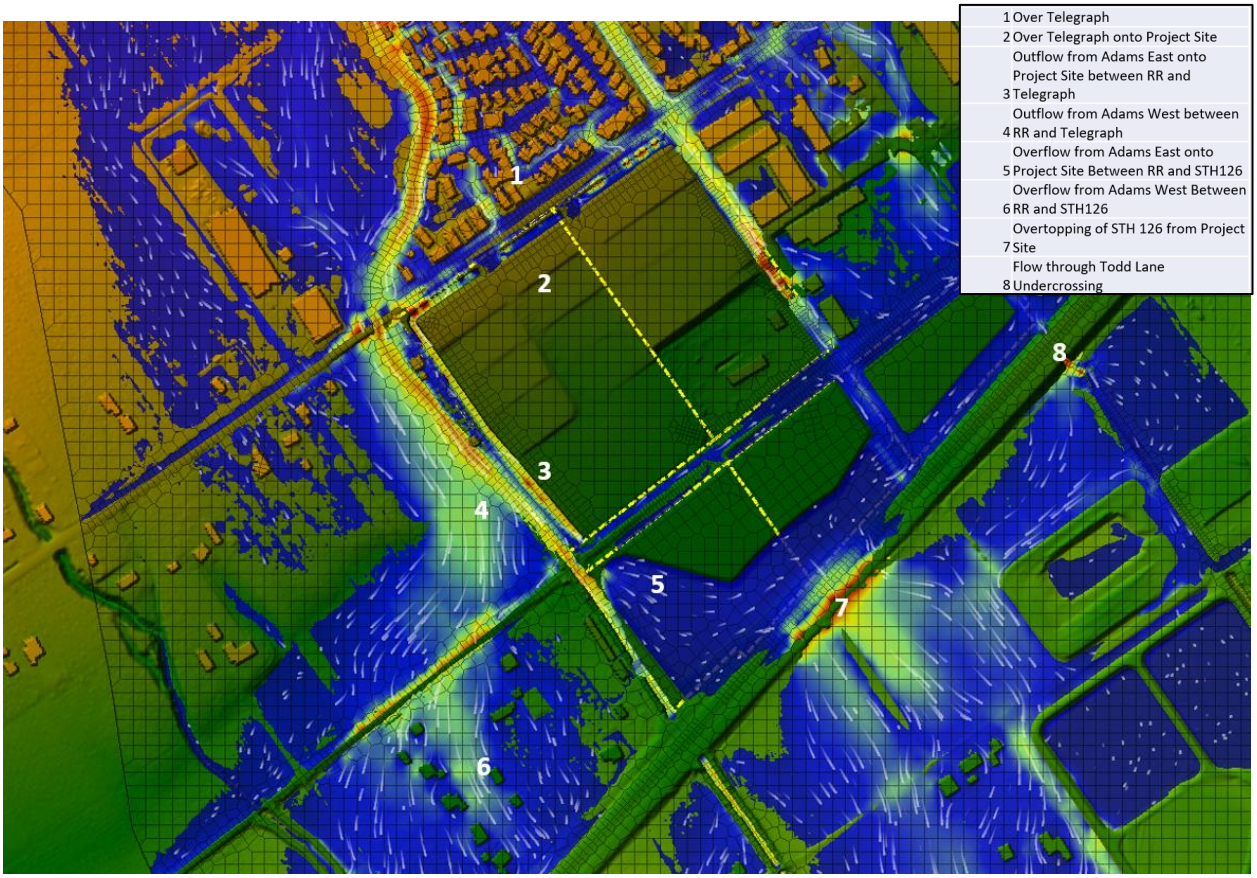


Figure 16: Existing Condition Velocities with Critical Comparison Locations

Table 3: Comparison of Flows at Critical Locations

ID	Location	Existing Q100 (cfs)	Proposed Q100 (cfs)	Difference (cfs)	% Difference[1]
1	Over Telegraph	1928	1933	+5	+0.3
2	Over Telegraph onto Project Site[2]	1997	1842	-155	-7.8
3	Outflow from Adams East onto Project Site between RR and Telegraph	968	282	-686	-70.9
4	Outflow from Adams West between RR and Telegraph	2261	2216	-45	-2.0
5	Overflow from Adams East onto Project Site Between RR and FWY126	718	986	+268	+37.3
6	Overflow from Adams West Between RR and FWY126	1276	1285	+9	+0.7
7	**Overtopping of FWY 126 from Project Site**	**2609**	**2606**	**-3**	**-0.1**
8	**Flow through Todd Lane Undercrossing**	**744**	**656**	**-88**	**-11.8**

[1]Negative (-) is a decrease in flow, Positive (+) is an increase in flow
[2]Includes flow onto site or proposed RCC and down Beckwith
[3]Key sites are listed in **Bold**

Evaluation of the results shown Table 3 show that the proposed condition meets the outlined criteria:

1. **Criteria #1:** Demonstrate that the post-project flow overtopping the freeway at the current point of discharge is equal to or less than the pre-project condition overflow

   Location 7 shows that the existing and proposed flows are statistically the same.

2. **Criteria #2:** Demonstrate that the post-project flow in the Todd Lane Undercrossing is equal to or less than the pre-project condition (Section 5.1);

   Location 8 shows that flows through the Todd Lane Undercrossing decrease.

5.2 Compensatory Onsite Flood Storage

The proposed flood mitigation plan for the project will consist of a 7.4-acre, 8-foot-deep onsite flood storage basin. This basin will act as an "inlet bay" where most of the onsite flood waters will be collected via the north and the west interceptor channels; it will provide a spillage area where flood flows will overtop the freeway similar to the existing condition; and it will potentially be utilized to provide onsite detention basin and stormwater quality mitigation measures making more of the project site buildable.

Additionally, the imported soil volume for the project will be reduced by excavating the area for the proposed basin and utilizing the dirt for the overall project.

The multi-purpose onsite flood storage basin proposed in the southwest corner of the project site will be placed where flood flows currently overtop the freeway. This is important because in order to ensure the post-project proposed condition overflows over the freeway do not exceed the existing condition flows and depths, the spillage (weir) area and elevations along the freeway will have to remain intact.

Soils and geotechnical studies will be completed at the time design plans are prepared to address soil slope and stability along the freeway under the proposed condition; and determine appropriate erosion or settlement protection measures. Two such measures could include constructing a spillway weir wall structure at the existing elevation profile parallel to the Caltrans ROW line. Additionally, a concrete liner on the slope along the weir wall could be utilized, if warranted by these geotechnical and structural engineering studies.

The flood storage basin will require an access road around it for maintenance, in addition to an access ramp to the bottom of the basin. A 36" RCP outlet pipe and flap gate will be included to drain the basin as well. The outlet pipe discharge to Adams Barranca immediately upstream of the FWY126 freeway culverts.

ESRI ArcMap software "Cut Fill" function was used to the volume between the modeled water surface elevations and underlying terrain for both the existing and post-project conditions. Results are shown below. The post-project concept consolidates the floodplain within the storage basin/interceptor channels and provides significantly more flood storage (82.2 ac-ft) within the site than under existing conditions (53.7 ac-ft). That is equivalent to a 153% post-project over pre-project condition floodplain volume ratio. Dry areas shown within the post-project image below (lower right) will be mostly available for development. See Figure 5 and Table 4 below.

Table 4: Existing vs. Proposed Storage Comparison

	ft^3	acre-ft
Proposed	3581100	82.2
Existing	2340379	53.7

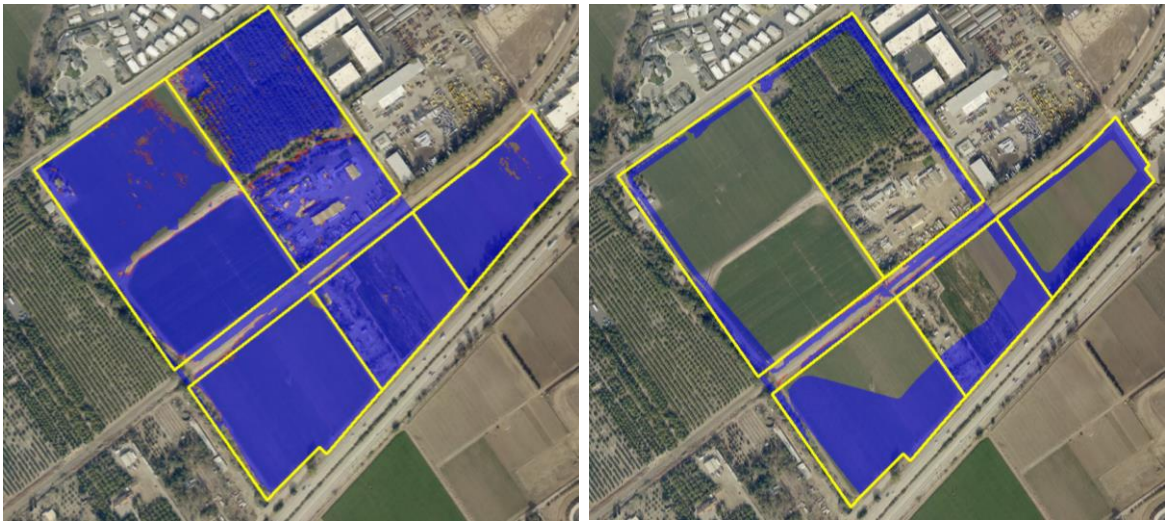


Figure 17: Existing versus Post-Project On-Site Floodplain Storage

Evaluation of the results shown Table 4 and Figure 17 show that the proposed condition meets the outlined criteria:

3. **Criteria #3:** Provide compensatory onsite flood storage basin area to compensate for the loss of the pre-project floodplain storage volume over the project site

   The proposed interceptor channels and storage basin provides an additional 28.5 acre-ft (53% more) of floodplain storage when compared to the existing condition.

5.3 Effect on Water Surface Elevation on Adjacent Properties

The calculated water surface elevation for the existing condition from the proposed condition HEC-RAS results.



Figure 18: Existing versus Post-Project On-Site Floodplain Storage

Evaluation of the results shown Figure 18 show that the proposed condition generally meets the outlined criteria:

4. **Criteria #4:** Ensure that the post-project flood condition in Adams Barranca and the adjacent properties will be equal to or less than the pre-project condition

   Increases to the 100-year water surface elevation offsite are generally limited to a maximum of 0.3′ (3.6″).

6 Summary of HEC-RAS Modeling Files Found in Appendix A

Below is a summary of the HEC-RAS modeling files generated by Kasraie Consulting for the Flood Protection Conceptual Design

Model Name: **20220519AdamsBarranca_2D**
Model Project File: **20220519AdamsBarran.prj**

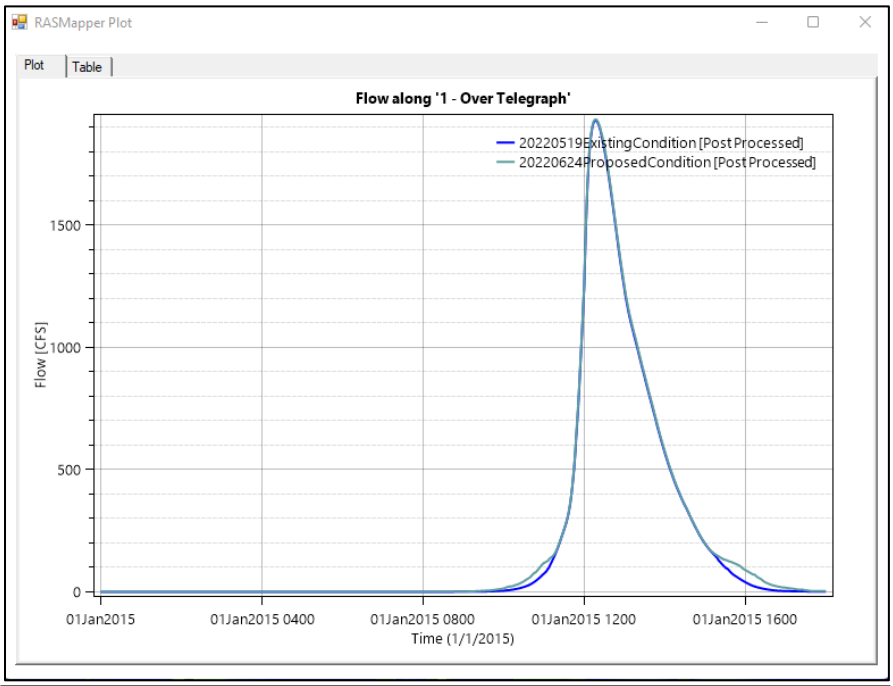
Plan: **20220519ExistingCondition**
Existing Condition
KC 06/23/2022

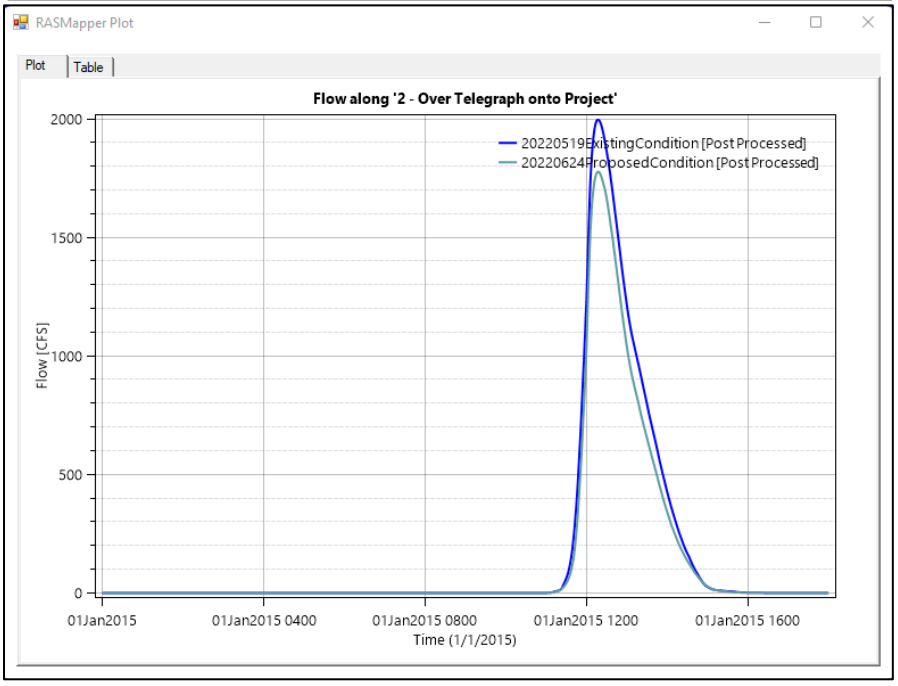
Plan: **20220624ProposedCondition**
Proposed Condition
KC 06/23/2022

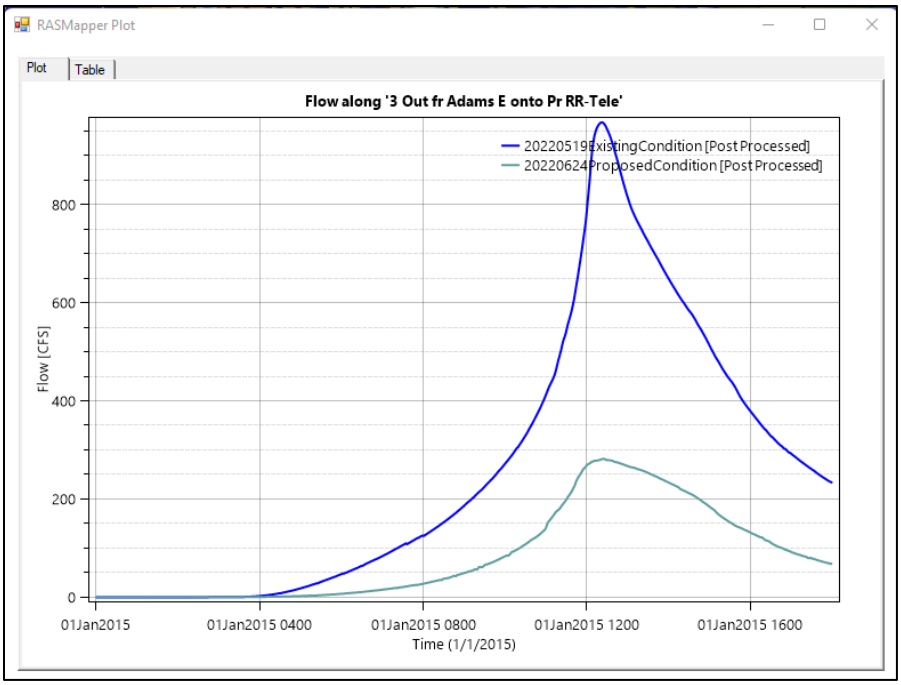
Appendix A – Project Correspondence

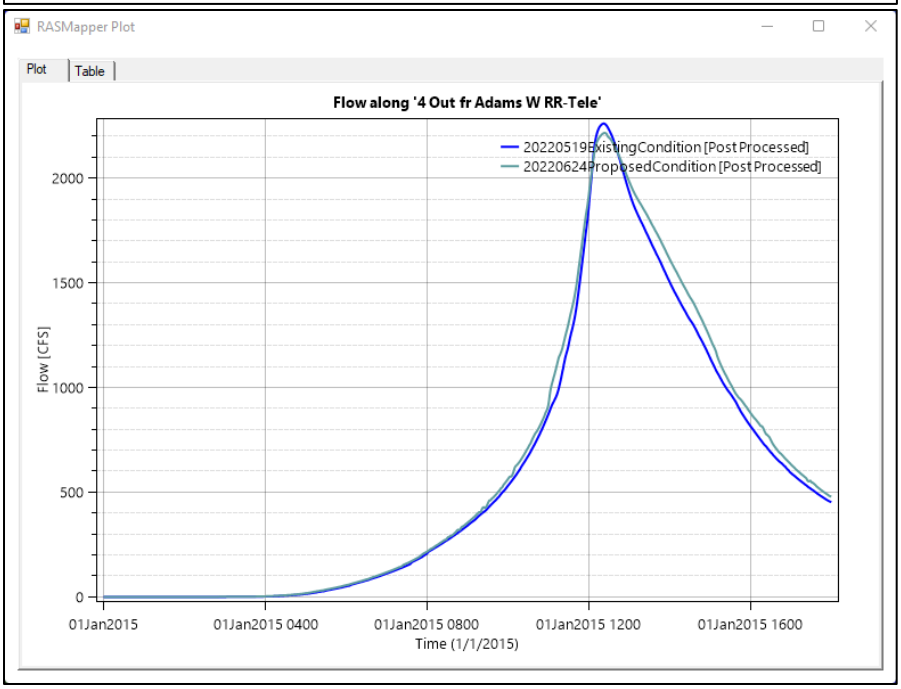
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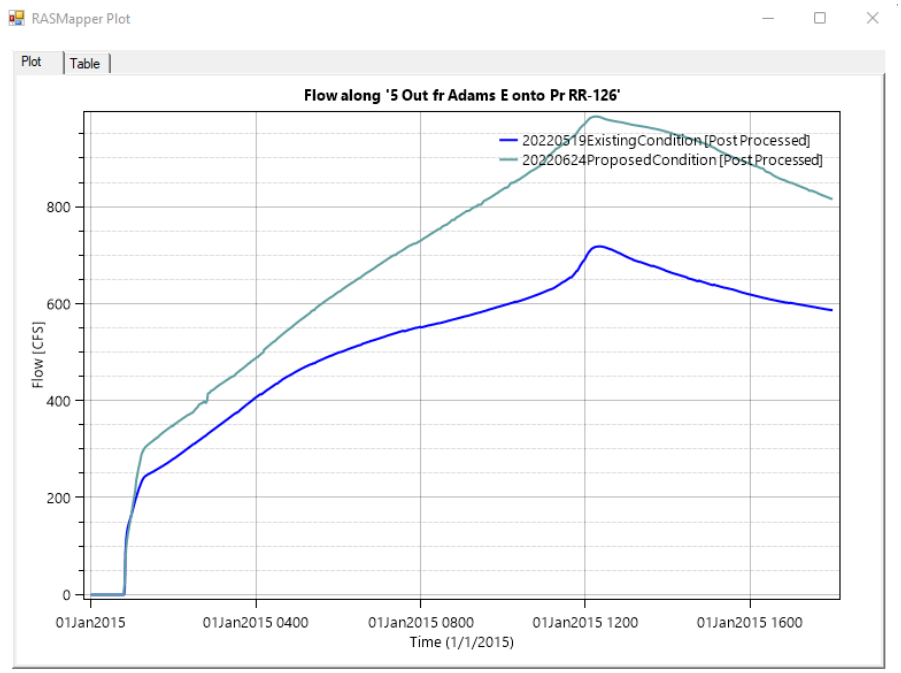
Appendix B – Proposed vs. Existing Condition Hydrographs

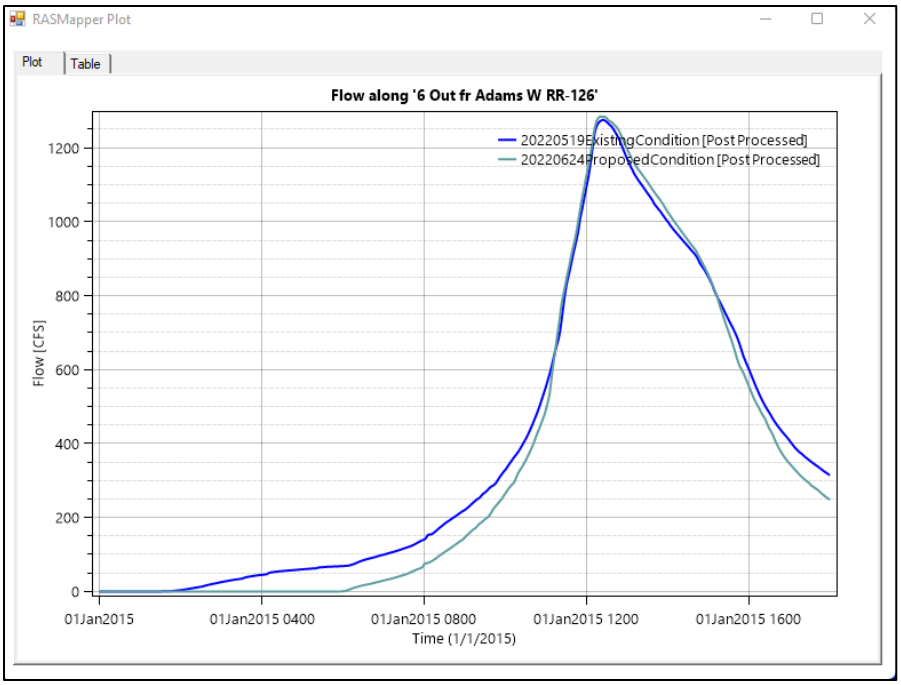


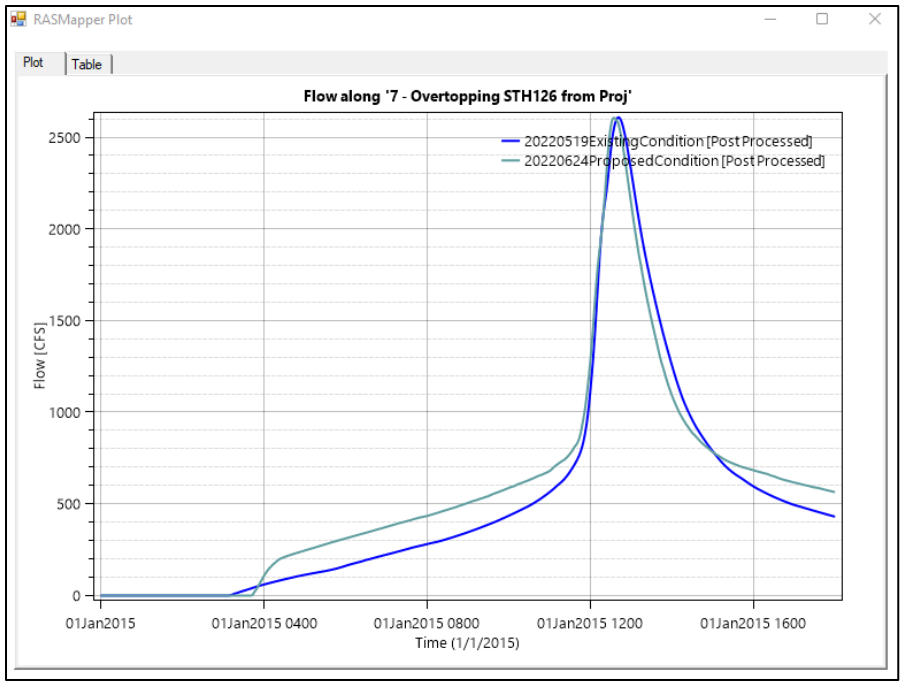



RASMapper Plot
Plot
Table
Flow along '3 Out fr Adams E onto Pr RR-Tele'
20220519ExistingCondition [Post Processed]
20220624ProposedCondition [Post Processed]
Flow [CFS]
0
200
400
600
800
01Jan2015
01Jan2015 0400
01Jan2015 0800
01Jan2015 1200
01Jan2015 1600
Time (1/1/2015)


RASMapper Plot
Plot
Table
Flow along '4 Out fr Adams W RR-Tele'
20220519ExistingCondition [Post Processed]
20220624ProposedCondition [Post Processed]
Flow [CFS]
0
500
1000
1500
2000
01Jan2015
01Jan2015 0400
01Jan2015 0800
01Jan2015 1200
01Jan2015 1600
Time (1/1/2015)


RASMapper Plot
Plot
Table
Flow along '5 Out fr Adams E onto Pr RR-126'
20220519ExistingCondition [Post Processed]
20220624ProposedCondition [Post Processed]
Flow [CFS]
0
200
400
600
800
01Jan2015
01Jan2015 0400
01Jan2015 0800
01Jan2015 1200
01Jan2015 1600
Time (1/1/2015)


RASMapper Plot
Plot
Table
Flow along '6 Out fr Adams W RR-126'
20220519ExistingCondition [Post Processed]
20220624ProposedCondition [Post Processed]
Flow [CFS]
0
200
400
600
800
1000
1200
01Jan2015
01Jan2015 0400
01Jan2015 0800
01Jan2015 1200
01Jan2015 1600
Time (1/1/2015)


RASMapper Plot
Plot
Table
Flow along '7 - Overtopping STH126 from Proj'
20220519ExistingCondition [Post Processed]
20220624ProposedCondition [Post Processed]
Flow [CFS]
2500
2000
1500
1000
500
0
01Jan2015
01Jan2015 0400
01Jan2015 0800
01Jan2015 1200
01Jan2015 1600
Time (1/1/2015)

ATTACHMENT E

RESOLUTION NO. 3852

RESOLUTION NO. 3852

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ADDENDUM TO THE SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT AND AN AMENDMENT TO THE SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN

(PROJECT NO. 23-ADD-01)

The Planning Commission of the City of Santa Paula does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On February 20, 2019, the City Council certified the Final Environmental Impact Report ("FEIR") for the (1) 54-acre Santa Paula West Business Park Specific Plan (the "Specific Plan"), (2) a General Plan Amendment, (2) prezoning of property within the Specific Plan Area, (3) a Master Vesting Tentative Map, (4) a Water Supply Assessment; and (5) authorization to file an application with the Ventura Local Agency Formation Commission (LAFCO) for the purpose of annexing the Specific Plan Area within the City's jurisdiction in accordance with the Cortese-Knox-Hertzberg Government Reorganization Act of 2000 (collectively with the Specific Plan, the "Project").

B. After filing the annexation application with LACFO, the Ventura County Watershed Protection District (VCWPD) requested the City to modify the drainage and flood control plan for the Project to provide for additional storage volume for floodwater.

C. In order to make the VCWPD's requested changes, the Planning Division initiated an application for a Specific Plan Amendment ("SPA" or "Amended Project").

D. The City's Planning Division reviewed the SPA, in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").

E. The City reviewed the Amended Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").

F. On November 14, 2023, the Planning Commission held a public hearing for the Amended Project. This Resolution and its findings are adopted based upon the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds that pursuant to SPMC § 16.216.050, the proposed Specific Plan Amendment is consistent with the objectives of Title 16 of the Santa Paula Municipal Code, the General Plan, and the development polices of the City based on the following facts and for the additional reasons stated in Section 4:

A. The City of Santa Paula (City) certified the Final EIR for the approximately 54-acre Santa Paula West Business Park Specific Plan Project ("Specific Plan" or "Project") in February 2019 pursuant to the California Environmental Quality Act ("CEQA"). The Specific Plan was proposed to provide a comprehensive set of plans, exhibits, regulations, conditions, and programs for the orderly development of a portion of the West Area 2 Expansion Area as defined in the City's General Plan with commercial and light industrial uses.

B. As required by CEQA, the City adopted findings of fact for the significant impacts identified in the Final EIR and a statement of overriding considerations for those impacts identified as significant and unavoidable.

C. Subsequent to the filing of the annexation application, the Ventura County Watershed Protection District (VCWPD) requested that the City modify the drainage and flood control plan for the Project to provide for additional storage volume for floodwater.

D. The City has prepared an Addendum to the previously certified Final EIR for the Project to evaluate the proposed changes to the drainage and flood control plan and related changes to the approved Specific Plan.

E. These changes are proposed to ensure that the Santa Paula West Business Park Specific Plan is safe from flooding, to ensure that the Project will not adversely affect flooding conditions on adjacent properties or along SR126, and to maintain the existing volume of natural floodplain storage within the Specific Plan Area.

F. CEQA authorizes an addendum to a previously certified EIR if, as a result of changes to the project at issue in the EIR, changes or additions to the EIR are needed, but none of the conditions permitting preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred.

SECTION 3: *Environmental Assessment*: The Planning Commission makes the following environmental findings:

A. No substantial changes are proposed to the Project that would require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impact;

B. No substantial changes in circumstances under which the Project is undertaken would occur that would require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and

C. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared. Specifically, a review of current conditions and the proposed Amended Project demonstrates the following:

1. The proposed Amended Project would not have one or more significant effects not discussed in the previous EIR;

2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;

3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the proposed Amended Project, and that the proposed Amended Project proponents decline to adopt; and

4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the proposed Project proponents decline to adopt, are recommended.

D. Based on the information contained in the Addendum, the proposed modification of the drainage and flood control plan in the Santa Paula West Business Park Specific Plan would not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the Final EIR. Additionally, no new information of substantial importance has been identified that indicates the Amended Project would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the Final EIR.

SECTION 4: *Specific Plan and General Plan.* If approved, the EIR Addendum conforms to the SPWBP SP as follows:

A. The EIR Addendum is consistent with the SPWBP Specific Plan and promotes public health, safety, and general welfare, and serves the goals and purposes of SPMC Title 16, as follows:

1. The City of Santa Paula General Plan designates the Project Site for Mixed-Use Commercial/Light Industrial uses (C-LI). Section 16.25.020 of the Santa Paula Municipal Code (SPMC) identifies this area as SP-6, Santa Paula West Business Park.

2. The Santa Paula West Business Park Specific Plan is a comprehensive set of plans, exhibits, regulations, conditions, and programs approved

by the City to implement the City of Santa Paula General Plan by ensuring the orderly development of the Specific Plan Area as a coordinated office/industrial/business park, including a variety of manufacturing, research and development, professional office and limited commercial uses with integrated vehicular circulation, landscaping, pedestrian walkways, and supporting infrastructure.

3. Adams Barranca, located along the western boundary of the Project Site, conveys storm water from north of the site to drainpipes under the SR 126 Freeway. The current effective FEMA Flood Insurance Rate Map (FIRM) dated 01/20/2010 shows that a portion of the Project Site is located partially within Zone A, indicating there is an approximate 1% Annual Chance (100-year) of flooding due to a lack of capacity within the channel and a lack of capacity at the SR 126 undercrossing.

B. If approved, the SPWBP EIR addendum conforms to the City's General Plan as follows:

1. SPWBP is identified in the General Plan as a Specific Plan Area for future urban development. This designation is intended for a 53.81-acre development with a mix of commercial and light industrial and open space uses. The addendum is consistent with the approved specific plan and ensures that the proposed Project will not adversely affect flooding conditions on adjacent properties or along SR126, and to maintain the existing volume of natural floodplain storage within the Specific Plan Area.

2. The General Plan Land Use Element requires Specific Plans for all expansion areas before development can occur and requires fiscal impact analysis for those Projects. The proposed addendum to the EIR ensures compliance with the existing Specific Plan and implements these requirements.

3. The General Plan contains a number of relevant Goals, Objectives, and Policies in the Land Use Element. Implementation of the proposed project is consistent with Land Use Element Goals 3.1 through 3.9, which promote a balance of diverse land uses and amenities needed to enrich the quality of life. The proposed addendum to the EIR ensures compliance with the existing Specific Plan and implements these requirements.

SECTION 5: *Amendment to an Approved Specific Plan.* Pursuant to SPMC § 16.216.080, the Planning Commission recommends the City Council in accordance with SPMC § 16.216.070 finds that the Specific Plan Amendment proposed herein make the required findings:

A. That the proposed Specific Plan or amendment promotes public health, safety, and general welfare, and serves the goals and purposes of this Title 16;

1. The City of Santa Paula, with the Santa Paula West Business Park Specific Plan development improvements, will be able to adequately serve the public health, safety and general welfare of residents within the reorganized (annexed) areas by providing fire protection (through a contract with Ventura County Fire Protection District), local police protection and medical services.

B. That the proposed Specific Plan or amendment is consistent with the goals, policies, and objectives of the General Plan; and

1. The proposed Specific Plan and amendment includes existing development and is contiguous with the City's boundary and growth, consistent with General Plan Policy LU 4.l

2. Santa Paula West Business Park is identified in the General Plan as an expansion area for future urban development.

3. The SPMC allows for the establishment and administration of Specific Plan Zones in Chapters 16.25 and 16.216 and established a designation for Santa Paula West Business Park.

C. That the proposed Specific Plan or amendment will not adversely affect surrounding properties.

1. The proposed Specific Plan or amendment will not adversely or significantly impact surrounding properties, as proposed uses are compatible with neighboring single-family residences (northern boundary), light industrial uses (eastern boundary) and agricultural uses (south/western boundary). Furthermore, the proposed uses are found to be consistent with the framework of the City's General Plan.

SECTION 6: *Recommendations.* The Planning Commission makes the following recommendations to the City Council:

A. Approve Addendum to the Santa Paula West Business Park Specific Plan Environmental Impact Report

B. Approve Amendment to the Santa Paula West Business Park Specific Plan:

1. Approve modification to the drainage and flood control plan to increase the volume of floodwater from Adams Barranca that can be accommodated within the Specific Plan Area.

SANTA PAULA WEST BUSINESS PARK SPECIFIC PLAN PROPOSED LAND USE SUMMARY					
	APPROVED		PROPOSED		
	Acres	**% of Project Site**	**Acres**	**% of Project Site**	**Change in Acres**
Commercial/Light Industrial (C/LI)	41.96	78	36.94	68.4	- 5.02
Roadways	6.95	12.9	6.31	11.7	- 0.64
Open Space Passive	4.90	9.10	10.76	19.9	+5.86
Total Gross Area	53.81	100	54.01	100	0.20

SECTION 7: *Reliance on the Record.* Each and all of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commissions lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 11: The Commission Secretary is directed to mail a copy of this Resolution to Applicant and Applicant's Representative and to any other person requesting a copy.

SECTION 12: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 13: This Resolution is advisory to the City Council and will take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of November 2023

_____
Aaron Dunkel, Chairperson

ATTEST:

_____
James Mason, Secretary

APPROVED AS TO FORM:

_____
Henry Castillo, Assistant City Attorney

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: PROCEDURES FOR ELECTION OF MAYOR AND VICE MAYOR

Date: December 6, 2023

Agenda Item: 11.A

RECOMMENDATION:

Review procedure for election of Mayor and Vice Mayor and direct City Clerk to begin the Mayor selection process.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

In Santa Paula, the Mayor and Vice Mayor are selected by the Council from among its members annually at its first regular meeting in December of each year. The Mayor and Vice Mayor serve at the pleasure of the Council for a term of approximately one year, or until the next Mayor and Vice Mayor have been selected.

At its October 18, 2023 meeting, the Council adopted Resolution No. 7484, approving the "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Santa Paula," including guidelines related to the selection process of the Mayor and Vice Mayor (attached Sections 9.1.1 and 9.2 as Exhibit A).

Among those guidelines, Section 9.1.1 reads as follows:

“Although a ceremonial position, the Mayor occupies the highest office in the municipal government and is expected to provide the leadership necessary to keep the city moving in the proper direction. Effective mayors act not only as leaders staking out policy positions, but also facilitators of effective teamwork. The Mayor shepherds the City through public meetings and in doing so must ensure the Council’s important policy issues and long-term future concerns are fairly debated by the entire Council for the benefit of the public."

"Each Member elected to the Council is equally qualified and deserving to hold the offices of Mayor and Vice Mayor and each Councilmember should be given ample opportunity to serve in one or both of these offices.”

"It is the express intention of the Council that as many Members as possible serve as Mayor

and Vice Mayor as long as they are in good standing."

Section 9.2c provides the step-by-step process for the Mayoral election.

Section 9.2d is the procedure for Vice-Mayoral Election, which provides: "The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor, except that it is generally expected, although not mandatory, that the Vice Mayor should succeed to the office of Mayor."

ANALYSIS:

The process for selecting the Mayor and Vice Mayor will be facilitated by the City Clerk. Once the City Clerk declares the office of Mayor vacant and nominations open, any member of the City Council may nominate a member of the City Council as Mayor, including him or herself. No second to a nomination is required.

Any member of the City Council may move to close the nominations at any time after all Councilmembers have had the opportunity to make a nomination. The motion requires a second and must receive a vote of a majority of the City Council to pass.

After nominations have been closed, the Council can debate the nominations. The Clerk will then call for the vote on the election of the Mayor in the order the nominations were made. The first Councilmember receiving the vote of a majority of the City Council will serve as Mayor. If no member of the City Council receives a majority vote, the Clerk will re-open the nominations and conduct a new election until a Mayor is elected.

The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor.

The appointed Mayor and Vice Mayor will serve in these roles for a one-year period beginning on December 6, 2023 and ending in December 2024.

STRATEGIC PLAN:

The selection of the Mayor and Vice Mayor is consistent with the provisions identified in the City's Municipal Code and more generally outlined within the Council's adopted Manual of Procedural Guidelines.

FISCAL IMPACTS:

None.

OPTIONS:

Direct City Clerk to begin the Mayor selection process or provide such other direction as may be desired.

ATTACHMENTS:

Exhibit A - Sections 9.1.1 and 9.2.pdf

Exhibit A

Guidelines for Mayor and Vice-Mayor Election (Sections 9.1.1 and 9.2)

9.1.1 Mayor and Vice-Mayor

a) Although a ceremonial position, the Mayor occupies the highest office in the municipal government and is expected to provide the leadership necessary to keep the city moving in the proper direction. Effective mayors act not only as leaders staking out policy positions, but also facilitators of effective teamwork. The Mayor shepherds the City through public meetings and in doing so must ensure the Council's important policy issues and long-term future concerns are fairly debated by the entire Council for the benefit of the public.

b) Each Member elected to the Council is equally qualified and deserving to hold the offices of Mayor and Vice Mayor and each Councilmember should be given ample opportunity to serve in one or both of these offices.

c) It is the express intention of the Council that as many Members as possible serve as Mayor and Vice Mayor as long as they are in good standing.

9.2 Representation of Legislative Body

a) The Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Mayor must be a member of the City Council and retains all powers of a Councilmember.

b) The Vice Mayor is elected by a majority vote of the Council for a one-year term at the first regular meeting of the City Council in December of each year. (Santa Paula Municipal Code § 30.02.) The Vice Major must be a member of the City Council and retains all powers of a Councilmember.

c) Procedure for Mayoral election:

(I) The Clerk/Secretary will state the procedures for electing the Mayor and Vice Mayor.

(II) The election of the Mayor will be conducted by the Clerk/Secretary or a designee.

(III) The Clerk/Secretary will declare that the office of Mayor is vacant and that nominations are open.

(IV) Any member of the City Council may nominate any member of the City Council as Mayor, including him or herself. A second to a nomination is not required.

(V) Any member of the City Council may move to close the nominations at any time after all Councilmembers have had the opportunity to make a nomination. The motion requires a

second and must receive a vote of a majority of the City Council to pass.

(vi) After nominations have been closed, the Council can debate the nominations. After deliberations conclude, the Clerk/Secretary will call for the vote on the election of the Mayor.

(vii) The nominees will be voted on in the order the nominations were made.

(viii) The first Councilmember receiving the vote of a majority of the City Council is the Mayor and the election will be closed.

(ix) If no member of the City Council receives a majority vote, the Clerk/Secretary will re-open the nominations and conduct a new election until a Mayor is elected.

(x) The Councilmember appointed as Mayor must have been a member of the Council for approximately two years. In the absence of a Councilmember with sufficient tenure on the Council and absent disqualifying circumstances, priority should be given first to any Member who has not previously served as Mayor or Vice Mayor, and thereafter to the Member with the longest continuous service since last serving as Mayor or Vice Mayor.

d) Procedure for Vice-Mayoral Election.

The election of the Vice Mayor will be conducted in the same manner as the election of the Mayor, except that it is generally expected, although not mandatory, that the Vice Mayor should succeed to the office of Mayor.

e) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise, public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

9.3 Use of Letterhead.

Members of the City Council may use official City letterhead to correspond with other public officials and with consultants on matters of City business but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No other Legislative Body or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: ADOPTION OF 2024 COUNCIL MEETING CALENDAR

Date: December 6, 2023

Agenda Item: 11.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Review the proposed City Council Meeting calendar for 2024 and consider the cancellation or rescheduling of various regular meetings throughout the year.
2. Authorize the closure of City facilities between the Christmas and New Year's Holidays, December 24, 2024 through January 1, 2025.

Presented by: Dan Singer, City Manager

BACKGROUND:

In December of each year, the City Council has an opportunity to establish its City Council meeting schedule for the year ahead. Staff is recommending that Council review the 2024 meeting schedule, attached as Exhibit A, and consider cancelling or changing meetings on or near holidays, and in consideration of any summer breaks. Exhibit B shows staff recommendations as outlined in the Analysis section.

ANALYSIS:

Council Meetings

The Santa Paula Municipal Code (Section 30.01) establishes a fixed meeting schedule for regular City Council meetings, setting those meetings for the first and third Wednesday of each calendar month. With the expectation that a meeting will be held on those dates, it is helpful to the public, staff and Council to plan ahead for any proposed cancelled meetings and/or conflicts with known holidays.

For the 2024 calendar year, there are no conflicts with City-recognized National holidays, attached as Exhibit C, however, the annual League of Cities conference to be held in Long Beach, runs from Wednesday, October 16 through Friday, October 18. As a result, and so that Council and staff may attend the conference, it is recommended the Council move the October 16 meeting to Tuesday, October 15. Alternatively, the Council could consider cancelling the October 16 meeting, as has been done in past years.

On December 21, 2022, when the Council adopted the 2023 calendar, they cancelled the meeting of Wednesday, January 3, 2024 since the agenda for that meeting would need to be released December 28, which is during the week City offices are closed. The December 20 meeting was also cancelled. The first and only meeting in January is currently scheduled for January 17, however this leaves a six-week gap between meetings and will necessarily put constraints on various actions and activities needing Council authorization. Since the month of January has five (5) Wednesday's and staff will return from the New Year's holidays on January 3, the Council could convene on the second and fourth Wednesday of the month, January 10 and 24, or alternatively could look to meet on the 17th and 31st of the month, albeit that option would make it more difficult for staff to produce the February 7 packet as it would be due for distribution on February 1, the day following a January 31 meeting.

In past years in Santa Paula a few summer meetings have been cancelled. This provides periods of time for administrative staff to know that planning for and attending a meeting will not be required during those breaks. Similarly, it allows members of the Council to plan vacations or time away. Numerous other public entities cancel meetings around July and August, which lessens impacts on Councilmembers who serve as liaisons to those boards and commissions. Over the past few years, Council has either "gone dark" for two consecutive meetings or has cancelled one July and one August meeting.

Looking at the 2024 calendar, the Council could keep the July 3 meeting as it falls just before the July 4 holiday, and then cancel the July 17 and one of the two meetings in August. Or, Council could cancel both July meetings and meet for both August meetings. Prior to the Council meeting, Councilmembers might look ahead to any vacation plans and/or preferences for time off during those months.

Finally, as 2024 is a General Election year, with the Presidential Election held on November 5, the County Elections office will require the full 30 days to report local election results. Council's December 4 meeting, therefore, will not provide the opportunity to ratify the certification of election results, select a new Mayor and swear in new or returning Councilmembers. Subsequently, Council might consider establishing December 11 for the selection of the Mayor/Vice Mayor and swearing in of Councilmembers. Council is further asked to cancel the first regularly scheduled meeting on January 1, 2025 as that date is a holiday.

The remainder of the calendar and holiday schedule looks to afford the opportunity for Council to keep all of the regularly scheduled meetings as is with the exception of the October 16 meeting which conflicts with the League conference.

Consistent with recent practice, it is also requested that Council authorize the closing of City facilities during the period of Christmas Eve, December 24, through the January 1 holiday. Offices would be open on Monday, December 23 and then re-open on Thursday, January 1, 2025. Doing so has minimal impact on the public given the holidays and allows City staff to take time off with family.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

Cancelling a Council meeting has little monetary effect but does save the City staff time, some money in printing, publication and utility costs, as well as any direct contracts with personnel such as our videographer and interpreters.

OPTIONS:

As an alternative to Staff's recommendation, the City Council may:

1. Decline to adopt staff's recommendation or alter the recommendation. Cancelling any regularly scheduled meeting is at the full discretion of the City Council.

ATTACHMENTS:

Exhibit A - 2024 Calendar DRAFT.pdf
Exhibit B - 2024 Calendar RECOMMENDED.pdf
Exhibit C - 2024 National Holidays.pdf

Exhibit A

City Council Meeting Calendar 2024

CITY OF SANTA PAULA DRAFT 2024

HOLIDAY | CLOSED FRIDAY | CITY COUNCIL | AGENDA DISTRIBUTION

JANUARY

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

FEBRUARY

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

MARCH

S	M	T	W	T	F	S
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

APRIL

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

MAY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

JUNE

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

JULY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

AUGUST

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

OCTOBER

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

NOVEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

* City Council Agenda Distribution is the Thursday before Council

** City Council Reports are due in Granics by Close of Business the Monday before distribution of the agenda

Exhibit B

Recommended 2024 Calendar as outline in Analysis

CITY OF SANTA PAULA RECOMMENDED 2024

HOLIDAY | CLOSED FRIDAY | CITY COUNCIL | CITY OFFICE CLOSED | AGENDA DISTRIBUTION

JANUARY

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

FEBRUARY

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

MARCH

S	M	T	W	T	F	S
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

APRIL

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

MAY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

JUNE

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

JULY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

AUGUST

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

OCTOBER

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

NOVEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

* City Council Agenda Distribution is the Thursday before Council

** City Council Reports are due in Granics by Close of Business the Monday before distribution of the agenda

Exhibit C

City-recognized National Holidays 2024

CITY OF SANTA PAULA
2024 HOLIDAY SCHEDULE – CITY OFFICES CLOSED

January 1st, and July 1st of each year, Executive Management, Mid- Management, Supervisory & Professional Association, SEIU, Full-time Unrepresented employees and Community Service Officers (with the exception of New Year's Eve) will receive a Holiday Leave Bank to be used for the following holidays:

Monday, January 1, 2024	**New Year's Day**
Tuesday, January 2, 2024	**New Year's Eve OBSERVED**
Monday, January 15, 2024	**Martin Luther King, Jr. Day**
Monday, February 19, 2024	**President's Day**
Monday, May 27, 2024	**Memorial Day**
Thursday, July 4, 2024	**Independence Day**
Monday, September 2, 2024	**Labor Day**
Monday, November 11, 2024	**Veteran's Day**
Wednesday, November 27, 2024	**Day after Thanksgiving OBSERVED**
Thursday, November 28, 2024	**Thanksgiving Day**
Tuesday, December 24, 2024	**Christmas Eve**
Wednesday, December 25, 2024	**Christmas Day**
Tuesday, December 31, 2024	**New Year's Eve**

Two (2) floating holidays should be coded as FH in Incode

For more information, please consult your unit of Memorandum of Understanding (MOU) or the City's Personnel Rules and Regulations. Days may vary for those observing a different flex schedule.

PLEASE SEE REVERSE FOR FULL-TIME POLICE

CITY OF SANTA PAULA
2024 HOLIDAY SCHEDULE – CITY OFFICES CLOSED

January 1st of each year, SPPOA Bargaining employees will receive a Holiday Leave Bank to be used for the Floating/Personal day (should be coded as HP).

Full-Time POLICE

New Year's Day	**January 1st**
Martin Luther King Jr. Day	**3rd Monday in January**
Presidents Day	**3rd Monday in February**
Memorial Day	**Last Monday in May**
Independence Day	**July 4th**
Labor Day	**1st Monday in September**
Admissions Day	**September 9th**
Veteran's Day	**November 11th**
Thanksgiving Day	**4th Thursday of November**
Day after Thanksgiving	**November 29th**
Christmas Day	**December 25th**

****One (1) floating/personal day; should be coded as FH in Incode.**

For more information, please consult your unit of Memorandum of Understanding (MOU) or the City's Personnel Rules and Regulations. Days may vary for those observing a different flex schedule.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: December 6, 2023

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

12.6.23 Future Agenda Items.pdf

Santa Paula City Council Tentative Agenda Schedule

	January Agenda Items	
PW	Public Works Department Report	January
Admin	Crossing Guard Contract Award	January
PW	Water Meter Purchasing Contract (3-year)	January
CDD	Façade Improvement Program	January
Admin	Appointments to the Mayor's Standing and AdHoc Committees	January
Admin	Harvest at Limoneira Off-Site Improvement Agreement	January
Admin	Development Agreement for Lewis Limoneira Housing Expansion	January
Admin	Strategic Plan Update	January
CDD	Housing Element Adoption	January
Finance	Annual City Audit	January
Finance	Finance Department Report	January
Admin	VCOG / EDC Broadband Presentation	January
CDD	Red Tail Tax Credit TEFRA Hearing	January
CDD	Red Tail Funding Agreement	January
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	April
Attorney	Municipal Code Update Overview	February
Finance	Development Impact Fees	March
	FUTURE AGENDA ITEMS	
CDD	Red Tail Tentative Track Map	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
Finance	Unclaimed Funds	
CDD	VCTC Update on Railroad	
CDD	Cultural Arts Update	
CDD	ADU Ordinance	
Legal	Fire MOU Amendment	
Finance	Additional Revenue Options	
Admin	Expand Video Recordings to Commissions & Special Meetings	
CDD	Appointment of Housing Trust Fund Oversite Committee	

Updated 11/30/2023