

City of Santa Paula

City Council Regular

MAYOR CARLOS JUAREZ
VICE MAYOR JENNY CROSSWHITE
COUNCILMEMBER LESLIE CORNEJO
COUNCILMEMBER PEDRO A. CHAVEZ
COUNCILMEMBER GABRIELA ORNELAS



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, MARCH 4, 2026

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

CITY COUNCIL REGULAR MEETING

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. Special and Closed Sessions vary by date and time.

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.*

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: <https://www.spcity.org/523/Public-Meeting-Agendas>

NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

MEETING ENVIRONMENT

To maintain a public meeting environment conducive and welcoming to receive public comments from all members of the public, the audience is discouraged from engaging in displays of support or opposition to staff reports or public comments, including clapping, yelling, booing, hissing, or cheering, that may create a disruptive environment for the public who wish to express their views during the meeting are encouraged to do so in silent, non-disruptive ways -- such as raising a hand, shaking hands, or another quiet gesture of support or opposition that does not obstruct views or interrupt proceedings.

Members of the public holding signs are asked to hold the signs on their person in front of them or move to the back of the room so as not to obstruct the view of other members of the public wishing to participate in the meeting.

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 the City Manager 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 CRISIS INTERVENTION TRAINING OFFICER OF THE YEAR - ROBBIE MANN

6.B SECONDHAND SMOKE PRESENTATION

6.C **COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
QUARTERLY REPORT**

RECOMMENDATION:

That the City Council receive and file the 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**

- **City Council Special Meeting December 2, 2025**
- **City Council Special Meeting December 10, 2025**
- **City Council Regular Meeting December 10, 2025**
- **City Council Special Meeting January 14, 2026 - 4:30 pm**
- **City Council Special Meeting January 14, 2026 - 6:30 pm**

RECOMMENDATION:

Staff recommends Council approve minutes.

9.B **RESOLUTION NOS. 7606 AND 7607, AMENDING THE JOB DESCRIPTION
OF THE ASSOCIATE PLANNER AND CITY CORPS LEADER TRAINEE
POSITIONS**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve Resolution No. 7606, Amending the Associate Planner job description.
2. Approve Resolution No. 7607, Amending the City Corps Leader Trainee job description.

10. ACTION ITEMS

10.A **ADOPTION OF URGENCY ORDINANCE AND INTRODUCTION OF A NON-
URGENCY ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE**

APPLICATION

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt an Urgency Ordinance Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, Setting Forth Facts Constituting Such Urgency, and Finding the Urgency Ordinance is Exempt from the California Environmental Quality Act.
2. Introduce, waive first reading of, and read by title only, Ordinance No. 1353 entitled "An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act".

Presented by: Monica Castillo, City Attorney

10.B **CYCLE 2 PAVEMENT MANAGEMENT PROGRAM AND 2026 STREET MAINTENANCE PROGRAM BID AUTHORIZATION** **RECOMMENDATION:**

Staff recommends that the City Council:

Approve the 5-Year Cycle 2 Pavement Management Plan (PMP);

1. Adopt Resolution No. 7605 approving the plans and specifications for the 2026 Street Maintenance Program;
2. Authorize Staff to advertise for Project bids.

10.C **REQUEST FOR LICENSE AGREEMENT AMENDMENT WITH LEAP LAB** **RECOMMENDATION:**

Staff Recommends that the City Council:

1. Authorize the City Manager to enter a First Amended and Restated License Agreement with Leap Lab: Ventura County Science Center for use of the Union Oil Building.

Presented By: Dan Singer, City Manager

10.D **CITY OF SANTA PAULA VACANCIES REPORT PURSUANT TO ASSEMBLY BILL (AB) 2561** **RECOMMENDATION:**

It is recommended that the City Council:

- (1) Hold a public hearing on and receive and file the City's Annual Position Vacancy Report in compliance with Assembly Bill (AB) 2561. (Gov. Code § 3502.3.)

Presented By: Lorena Alvarez, Human Resources Administrator

10.E **MID-YEAR FISCAL REPORT 25/26**

RECOMMENDATION:

Staff recommends that the City Council

1. Approve budget recommendations and personnel changes as noted in the fiscal impact section.
2. Approve the implementation of the minimum wage increase (and subsequent increase to positions related, as noted in the adopted budget).

Presented by: Finance Director, Christy Ramirez

11. ITEMS FOR FUTURE AGENDAS

11.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

12. 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 Regular

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
QUARTERLY REPORT

Date: March 4, 2026

Agenda Item: 6.C

RECOMMENDATION:

That the City Council receive and file the report.

BACKGROUND:

PLANNING DIVISION

Planning Commission

Tuesday, November 25, 2025

Public Hearing: The planning commission approved Resolution No. 3879. Recommending that the city council adopt an ordinance to approve Amendment No. 4 to the Development Agreement.

Tuesday, December 9, 2025

Public Hearing: The Planning Commission adopted Resolution No. 3879 recommending that the City Council approve Project No. 2025-TM-01 for Vesting Tentative Tract Map No. 6091 for the Independence residential project at Harvest.

Order of Business: The Planning Commission, per Resolution No. 3497 (procedural Rules for Planning Commission) selected new Planning Commission Chair and Vice Chair.

Austin Auger was selected as Chair and David Ross was selected as Vice Chair.

Tuesday, January 27, 2026

Meeting Cancelled

Business Licenses

Five commercial business licenses and nine Home Business Occupations were issued between November 2025 and January 2026.

Planning Applications

Six new planning applications were received between November 2025 and January 2026

COMMERCIAL DEVELOPMENT UPDATES

Good Orchard Event Center and Café (133 Mill Street)

The initial project (Wesley Hall repurpose/renovation) which includes a catering and event center, café and alcohol license has completed plan review and renovation of the spaces are underway.

East Area Gateway (Hallock/126/Telegraph)

Plans are under development for a 113,000 square foot commercial center which will include grocery, in-line retail and multiple restaurant pads. Project design review is currently underway and the applicant will submit a Conditional Use Permit for review by the Planning Commission in March 2026. Project plan submittal is anticipated in Quarter 2, 2026.

INDUSTRIAL DEVELOPMENT UPDATE

Santa Paula Self Storage Too (324 E Santa Maria St): Self Storage Facility

A 5-building, 262 -unit self -storage facility was completed and certificate of occupancy has been issued.

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is actively developing an additional 76,000 square foot industrial shell building. Site improvement, parking lot and landscape are currently underway.

RESIDENTIAL DEVELOPMENT UPDATE

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer has completed Design review and will begin site demolition once they have finalized collaboration with their housing development partner. The project will include 181 market-rate, for sale, town homes with 31 affordable for sale 2,3 and 4 bedroom units.

12th Street and Harvard apartments

16 affordable apartments at Harvard Boulevard and 11th Street. Design review has been completed and the project plan revisions are under review.

Citrus Flats - Red Tail Apartments (18004 East Telegraph Rd)

298-unit apartment complex at East Telegraph Rd. and Whipple Rd. - 162 affordable units (40 Very -Low and 122 Low) along with 136 market –rate units. Vertical development is well underway with leasing of the first phase is projected for July 2026.

Mixed-Use/Senior Living (603 East Main Street)

Mixed use senior living and commercial project composed of 6,800 square feet of commercial and 27 senior apartments. The developer is working with the Housing Authority on connecting potential tenants through their section-eight waiting list. Project plans are under review.

Harvest at Limoneira-Lewis (East Area 1)

All lots for Phase I of the project have been sold to home builders and 617 homes are occupied. Of the 121 units available in Phase 1b, all units have been sold to Lennar and Richmond American. Lennar has also purchased the entirety of the 545 units which comprise Phase 2 of the development (Foothill neighborhood) which site grading and infrastructure are well underway. Plans for the first Phase of Foothill have been submitted for design review. In addition, Lewis has submitted preliminary plans for the development of a project along Santa Paula Street (directly south of the Sports Park) that will include rental duplex units, live work units and retail units directly south of the Sports Park.

Topa Vista Views Apartments

Homes to Hope, Cabrillo Economic Development and the Santa Paula Housing Authority are collaborating on an affordable housing development consisting of a three story 90-unit apartment complex on three vacant parcels adjacent to Teague Park. Preliminary financing has been secured and the developer has submitted concept plans. The developer has also conducted community outreach and hosted open house meetings.

PERMIT & FEE ACTIVITY

November 2025 - January 2026

2025	NUMBER OF PERMITS	TOTAL VALUATION
Building Permits	57	
Plumbing Permits	13	
Electrical Permits	20	
Mechanical Permits	11	
TOTAL	101	\$3,479,750.68

2026	NUMBER OF PERMITS	TOTAL VALUATION
Building Permits	48	
Plumbing Permits	3	
Electrical Permits	30	
Mechanical Permits	4	
TOTAL	85	\$7,511,604.29

CODE COMPLIANCE DIVISION

There were **19** code cases opened from June 2025 to August 2025 compliance and **3** cases were closed.

ECONOMIC DEVELOPMENT

Staff continues to regularly dialogue with commercial and industrial real estate brokers and land owners to look for opportunities to connect businesses with available properties and

expand options for employment growth. On February 13 staff presented development update and business attraction strategies in a broker's round table. In addition, the department participates in business round-table meetings, PBID coordination and face-to-face meetings with businesses through the business connect program.

Business Attraction

Available commercial and industrial property listings have been listed on the Community and Economic Development department website and staff is currently working with brokers and business owners on several new employment generating industrial business prospects. Staff has developed a draft business attraction tool kit and is working with the chamber, college district, brokers and businesses to finalize information for promotion through the city's website and direct outreach to business prospects.

Economic Development Standing Committee

The Committee has had two meetings in the last three months. The group discussed the implementation of a business outreach program, strategies for addressing vacancies in downtown retail spaces, goals for proactively conducting business attraction efforts, (including development of an attraction tool kit) and soliciting businesses at the business round-table event for input on vision and goals that can improve the business environment.

OTHER ACTIVITIES

Housing and the Unhoused

Santa Paula, Fillmore and Ventura County continue to collaborate on an inter- jurisdictional agreement to provide funding assistance for the Spirit of Santa Paula Harvard Shelter. Spirit has received payments for the first part of the fiscal year and discussions will occur within the next month on strategies for future funding, operations and administration of the shelter.

Downtown Improvements

Outreach and coordination with facade applicants is underway and the first improvement will occur this month. Staff from multiple city departments are coordinating with the Chamber and the PBID on downtown enhancements including parking, lighting and signage. A draft vacancy ordinance will be ready for review by the Economic Development Standing Committee, PBID, City council and Planning Commission Quarter 2, 2026.

Mobile Home Rent Review

The ownership of 400 mobile estates submitted a second application for a rent adjustment and the request went to a second hearing on February 26.

Plan Check Software Implementation

Planning and Building staff are meeting weekly on the implementation of permitting, plan check and project management software. Once the software platform (GovWell) is fully operational (projected for April) staff will provide a demonstration to Planning Commission and City Council

Reap 2.0 Grant

A public workshop was held on January 13 to review possible infill sites for housing and mixed use development concepts. Funding was provided through a grant from SCAG and collaboration with Ventura County. Two sites were reviewed 1445 main Street and 1435 Harvard and input was received from approximately 20 participants.

Project Isabella

Staff continues to serve on the board and on the task force to strategize and implement early childhood development programs in Santa Paula

Housing Opportunities Made Easier -

department staff serves on the board of directors and is working with regional partners to educate and advocate for the planning and development of creative affordable housing opportunities throughout the county..

Countywide Farm Worker Study

Staff serves on the Farm Worker housing Advisory Council and is working to identify the challenges and opportunities for the development of affordable and accessible farm worker housing and services.

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

- City Council Special Meeting December 2, 2025
- City Council Special Meeting December 10, 2025
- City Council Regular Meeting December 10, 2025
- City Council Special Meeting January 14, 2026 - 4:30 pm
- City Council Special Meeting January 14, 2026 - 6:30 pm

Date: March 4, 2026

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends Council approve minutes.

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:

None.

ATTACHMENTS:

[2025.12.02 City Council Special Minutes.pdf](#)

[2025.12.10 City Council Special Minutes.pdf](#)

[2025.12.10 City Council Regular Minutes.pdf](#)

[2026.01.14 City Council Special Minutes 430.pdf](#)

[2026.01.14 City Council Special Minutes 630.pdf](#)



**CITY OF SANTA PAULA
City Council Special Meeting
December 10, 2025, 6:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:00 p.m.

2) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, and Gabriela Ornelas

Members Absent: Leslie Cornejo

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Government Code Section 54957(a). Consultation with Rich Williamson, Chief Technology Officer

Council recessed to closed session.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
December 10, 2025, 6:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Chavez called the meeting to order at 6:00 p.m.

2) ROLL CALL

Members Present: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, and Gabriela Ornelas

Members Absent: Leslie Cornejo

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Government Code Section 54957(a). Consultation with Rich Williamson, Chief Technology Officer

Council recessed to closed session.

5) CLOSED SESSION REPORT

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

6) ADJOURNMENT

Mayor Chavez adjourned the meeting at 6:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting Meeting
December 10, 2025, 6:30 PM
MINUTES**

1) CALL TO ORDER

Mayor Chavez called this meeting to order at 6:43 p.m.
City Attorney Monica Castillo attended virtually.

2) INVOCATION

Father Thomas Dome provided the Invocation.

3) FLAG SALUTE

Councilmember Ornelas led us in the flag salute.

4) ROLL CALL

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

Councilmember Cornejo was absent at time of rollcall arriving at 8:00 p.m., during presentation of item 11.C.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported Council met in closed session with no reportable actions taken on the following: 4.A) THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Government Code Section 54957(a). Consultation with Rich Williamson, Chief Technology Officer

6) PRESENTATIONS

6.A) VISITOR FROM THE NORTH POLE

Santa Claus, Mrs. Claus and Elves came from the North Pole to spread good cheer to all for the holidays, wishing everyone a Merry Christmas and Happy New Year.

6.B) CITY MANAGER'S DEPARTMENT REPORT - JUNE 2025 - OCTOBER 2025

City Manager Dan Singer provided the City Manager's Department Report June-October 2025.

7) **PUBLIC COMMENT**

Sal Fuentes was called to speak about local activities.

8) **CITY COUNCIL REPORTS**

Councilmember Crosswhite:

Attended the Clean Power Alliance meeting; three meetings with staff regarding People's Place; Southern California Association of Governments meetings; Audit Committee meeting; Athens negotiation meeting; Boys and Girls Club recognition of Painter's Union; and Streets study session.

Councilmember Ornelas:

Attended the Holiday Parade; reception for Committees and Boards; Toy Giveaway; and announced the upcoming Santa and Me.

Vice Mayor Juarez:

Attended the Committees and Board reception as well as the Holiday Parade; Pavement Management Plan Workshops; announced Odd Fellows upcoming 18th Annual train event; and Rotary is collecting food and toys for basket handouts.

Mayor Chavez:

Provided a written report of activities during the third quarter; and noted that Small Business Saturday event was amazing!

9) **CITY MANAGER REPORTS**

City Manager Dan Singer:

Attended the Pavement Management Workshop.

10) **CONSENT CALENDAR**

10.A) APPROVAL OF MINUTES

City Council Special Meeting November 5, 2025

City Council Regular Meeting November 5, 2025

City Council Special Meeting November 19, 2025

City Council Regular Meeting November 19, 2025

10.B) OCTOBER 2025 WARRANTS AND CERTIFICATIONS

10.C) NOVEMBER 2025 WARRANTS AND CERTIFICATIONS

10.D) EXPENDITURE PLAN FOR THE FY 25/26 SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT

10.E) RECRUITMENT AND HIRING INCENTIVES

City Manager Dan Singer indicated new incentive attachment on item 10.E. was provided on the Dias.

10.F) BUDGET ALLOCATION FOR PROPERTY DUE DILIGENCE OF 180 SOUTH PALM AVENUE

10.G) CANYON BOOSTER PUMP UPGRADE PROJECT BUDGET ADJUSTMENT

10.H) WATER DIVISION SODIUM HYPOCHLORITE SUPPLY AGREEMENT

10.I) MILL STREET WATERLINE REPLACEMENT PROJECT NOTICE OF COMPLETION

10.J) VARIOUS FINANCE CONSULTANT CONTRACT RENEWALS/AMENDMENTS

Motion: Approve Consent Calendar Items 10.A - 10.J, with changes made to new incentives on Item 10.E.

Moved by Jenny Crosswhite, seconded by Carlos Juarez

Vote: Motion carried 4-0

Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Gabriela Ornelas

11) **ORDER OF BUSINESS**

11.A) PROCEDURES FOR ELECTION OF MAYOR AND VICE MAYOR

City Clerk Latshaw reviewed the procedures for the election of Mayor and Vice Mayor. Mayor Chavez directed City Clerk Latshaw to begin the selection process.

11.B) SELECTION PROCESS FOR MAYOR

City Clerk Latshaw opened nominations for Mayor. Mayor Chavez nominated Vice Mayor Juarez. With no other nominations, Councilmember Crosswhite moved to close the nominations for Mayor, seconded by Councilmember Ornelas. Motion passed with the following Voice vote: AYES: Chavez, Juarez, Crosswhite, Ornelas. NOES: None. ABSENT: Cornejo. There was no debate on the nomination, therefore, City Clerk Latshaw called a Voice vote: AYES: Chavez, Juarez, Crosswhite, Ornelas. NOES: None. ABSENT: Cornejo. City Clerk announced, by a unanimous vote, the City Council of the City of Santa Paula appoints Carlos Juarez as Mayor.

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

Mayor Juarez presented outgoing Mayor Chavez with the City Gavel Plaque for his services.

Council provided comments to outgoing Mayor Pedro Chavez, thanking him for all the work he's put into the City of Santa Paula during his term.

Armondo Gonzales on behalf of Congresswoman Julia Brownley presented a Certificate of Congressional Recognition and also welcomes the incoming Mayor.

Atticus Reyes on behalf of Senate Pro Tem President Monique Limón presented a Certificate of Recognition, and on behalf of Assemblymember Steve Bennett presented a Certificate of Recognition.

City Manager Dan Singer thanked outgoing Mayor for a successful year with many accomplishments and improvements this last year.

Public Comments:

Several individuals spoke, thanking the outgoing Mayor for his service to the community.

Chris Gabriele, Gloria Martinez, Zandra Tadeo, Vibay Weisbecker, and Amalia Ochoa.

11.D) SELECTION PROCESS FOR VICE MAYOR

City Clerk Latshaw opened nominations for Vice Mayor. Newly appointed Mayor Juarez nominated Councilmember Crosswhite. With no other nominations, Mayor Juarez moved to close the nominations for Vice Mayor, seconded by Councilmember Cornejo. Motion passed with the following Voice vote: AYES: Chavez, Cornejo, Ornelas, Crosswhite, Juarez. NOES: none. There was no debate on the nomination, therefore, City Clerk Latshaw called a Voice vote: AYES: Chavez, Cornejo, Ornelas, Crosswhite, Juarez. NOES: None. City Clerk Latshaw announced by unanimous vote, the City Council of the City of Santa Paula appoints Jenny Crosswhite as Vice Mayor.

12) ACTION ITEMS

12.A) APPOINTMENTS TO THE MAYOR'S STANDING AND AD HOC COMMITTEES

Mayor Juarez ratified changes as follows:

1. Parks and Recreation Commission: Mayor Juarez moves from alternate to primary and Councilmember Ornelas to alternate.
2. Santa Paula Unified School District 2x2: Councilmember Chavez steps down, and Councilmember Cornejo steps up with Councilmember Ornelas.
3. Senior Advisory Liaison: Mayor Juarez moves to alternate, and Councilmember Cornejo steps up to primary.
4. Water and Sewer Ad-Hoc Committee: No changes. Mayor Juarez and Vice Mayor Crosswhite remain in their positions.
5. County Committees remain the same.

12.B) ADOPTION OF 2026 COUNCIL MEETING CALENDAR

Motion: Approve the 2026 City Council meeting calendar as follows:

- * May 5 - **Add** City Council meeting in lieu of May 6
 - * July 1 - **Cancel** the Regular City Council meeting
 - * Aug 5 - **Cancel** the Regular City Council meeting
 - * Dec 8 - **Add** City Council meeting in lieu of Dec 2
 - * Dec 28, 29, 30 - **Close** City Office between Christmas and New Years, returning Jan 4, 2027
 - * Jan 6, 2027 - **Cancel** the Regular City Council meeting
- Moved by Carlos Juarez, seconded by Jenny Crosswhite

Vote: Motion carried 5-0

Yes: Pedro A Chavez, Carlos Juarez, Jenny Crosswhite, Gabriela Ornelas, Leslie Cornejo

13) **ITEMS FOR FUTURE AGENDAS**

13.A) **FUTURE AGENDA ITEMS**

City Manager Dan Singer announced the possible need of a Special meeting on January 14, and Study Session on January 21.
Mayor Juarez would like EV Bikes brought on a January agenda and will submit the request through regular procedures.

14) **ADJOURNMENT**

Mayor Juarez adjourned the meeting at 8:47 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
January 14, 2026, 4:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:30 pm.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Leslie Cornejo

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) STUDY SESSION: PROPERTY: EAST-SOUTHEAST OF HALLOCK DRIVE AND TELEGRAPH ROAD (TRIANGLE PROPERTY)

Community Economic Development Director James Mason introduced Xavier Maignan who provided a presentation on the possible use of the Triangle Property.

5) CLOSED SESSION

5.A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE § 54956.8. Property: East-Southeast of Hallock Drive and Telegraph Road (Triangle Property), APN: 107004405, Agency Negotiator: James Mason, Community and Economic Development Director, Negotiating Party: Xavier Maignan, Under Negotiation: Price and Terms of Payment

Council recessed to closed session.

6) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken on the following: 4.A) THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Government Code Section 54957(a). Consultation with Rich Williamson, Chief Technology Officer

7) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:30 pm.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
January 14, 2026, 6:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:37 pm.

2) FLAG SALUTE

Councilmember Chavez led us in the flag salute.

3) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Pedro A Chavez, and Gabriela Ornelas

Members Absent: Leslie Cornejo

4) PUBLIC COMMENT

City Manager Dan Singer introduced new Deputy City Manager Aminah Mears.

City Attorney Monica Castillo reported Council met in closed session and no reportable action were taken on the following: CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE § 54956.8. Property: East-Southeast of Hallock Drive and Telegraph Road (Triangle Property), APN: 107004405, Agency Negotiator: James Mason, Community and Economic Development Director, Negotiating Party: Xavier Maignan, Under Negotiation: Price and Terms of Payment

5) PUBLIC HEARING

**5.A) AMENDMENT NO. 4 TO THE DEVELOPMENT AGREEMENT
(HARVEST AT LIMONEIRA)**

Councilmember Chavez recused himself from this item.

Mayor Juarez opened the public hearing.

City Attorney Monica Castillo provided a presentation on the Development Agreement.

Available virtually for questions was Dave Fama with Jones Hall and Mike Medve with Willdan.

With no public comments, Mayor Juarez closed the public hearing.

Motion to Approve as amended Ordinance No. 1351 entitled "An Ordinance finding that approving Amendment No. 4 to the Development Agreement will not result in new significant impacts or increase the severity of significant impacts addressed in the previously adopted Addendum No. 6 to the Final East Area 1 Environmental Impact Report (EIR) and Addendum No. 4 to the East Area 1 Specific Plan Supplemental EIR and approving Amendment No. 4 to the Development Agreement, adding new Section 13 as read by City Attorney Monica Castillo, Development Agreement Amendment No. 4 reading: This Fourth Amendment will not go into effect unless the amendment to the CFD No. 1 acquisition agreement in RMA's for improvement areas B and C is approved.

Moved by Jenny Crosswhite, seconded by Gabriela Ornelas.

Vote: Motion carried 3-0

Yes: Carlos Juarez, Jenny Crosswhite, Gabriela Ornelas

6) **ACTION ITEMS**

6.A) RESOLUTION OF CONSIDERATION OF CHANGES – IMPROVEMENT AREAS B AND C OF HARVEST CFD NO.1

This item was presented by Finance Director Christy Ramirez.
Dave Fama with Jones Hall provided information on the CFD No.1

Motion to Approve Resolution No. 7599 stating its consideration to amend the rate and method of apportionment and amend the services authorized to be funded for Improvement Area B and Improvement Area C of Harvest Community Facilities District No. 1.

Moved by Jenny Crosswhite, seconded Gabriela Ornelas.

Vote: Motion carried 4-0

Yes: Carlos Juarez, Jenny Crosswhite, Pedro A Chavez, Gabriela Ornelas

7) **ADJOURNMENT**

Mayor Juarez adjourned the meeting at 7:50 P.M.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Lorena Alvarez, Human Resources Administrator

Subject: RESOLUTION NOS. 7606 AND 7607, AMENDING THE JOB
DESCRIPTION OF THE ASSOCIATE PLANNER AND CITY CORPS
LEADER TRAINEE POSITIONS

Date: March 4, 2026

Agenda Item: 9.B

RECOMMENDATION:

It is recommended that the City Council:

1. Approve Resolution No. 7606, Amending the Associate Planner job description.
2. Approve Resolution No. 7607, Amending the City Corps Leader Trainee job description.

BACKGROUND:

The Human Resources office has a classification plan that consists of a listing of approved positions, a salary schedule for each position, and job descriptions that detail the responsibilities and requirements of each position. All three elements are administered by Human Resources, the Personnel Officer (City Manager) and approved by the City Council. Part of the duties of the Personnel Officer is to occasionally recommend changes in the City's classification plan for Council consideration.

ANALYSIS:

The Personnel Officer and Human Resources have recently reviewed the current vacant Associate Planner position and the needs of the City. Though Community and Economic Development staff continues to prioritize economic growth, business retention and the revitalization of the downtown and commercial corridors, while maintaining a strong commitment to land use planning and housing implementation, it has been determined that it is in the best interest of the City to amend the vacant Associate Planner job description to include economic development responsibilities to help support these priorities moving forward. The proposed changes to the Associate Planner classification would rename the job title to "Associate Planner/Economic Development Specialist" and add the following new duties and responsibilities to the job description:

- Reviewing and processing land use entitlement applications and development proposals;
- Conducting research, analysis, and reporting related to economic trends and market conditions;
- Supporting business attraction, retention, and outreach efforts;
- Assisting with downtown and commercial corridor revitalization initiatives;

- Administering grants and other funding opportunities related to economic development projects; and
- Representing the City in meetings, workshops, and stakeholder and community engagements.

These changes to the position would help strengthen coordination between the City's planning and economic development functions and support cohesive strategies for land use, development, and long-term community growth.

Staff is also recommending that the Council consider amending the City Corps Trainee job description to add a Level II establishing a City Corps Leader Trainee Series. Establishing the City Corps Leader Trainee Series provides a structured and intentional framework to further support the continued growth and development of our City Corps Leader Trainees.

This initiative creates meaningful opportunities for participants to strengthen their leadership capacity, enhance organizational effectiveness, and refine critical thinking and problem-solving skills through hands-on application and guided mentorship. Through expanded responsibilities in program coordination and project oversight, City Corps Leader Trainees gain valuable experience in planning, communication, delegation, and performance accountability. The series promotes greater ownership of program outcomes while reinforcing professional standards, time management, and collaborative teamwork.

In addition to operational benefits such as improved program management and enhanced project execution, the City Corps Leader Trainee Series advances broader youth development goals. Participants build confidence, resilience, and adaptability while learning to navigate real-world challenges in a supportive environment. The program encourages civic engagement, ethical decision-making, and a service-oriented mindset—qualities that contribute to both personal growth and community impact.

STRATEGIC PLAN:

The changes to the Associate Planner job description and recruitment of a position dedicated to economic development is consistent with **City Council Strategic Goal B: Economic Development**, including the objective to:

Explore the creation of a position dedicated to Economic Development and Vitality goals.

FISCAL IMPACTS:

There is no fiscal impact associated with the changes being proposed to the job descriptions as the associated salary ranges would stay the same.

OPTIONS:

ATTACHMENTS:

[RESOLUTION No. 7606.docx](#)

[Associate Planner Economic Development Specialist.docx](#)

[Reso No. 7607 City Corps Leader](#)

[City Corps Leader Trainee Series.docx](#)

RESOLUTION NO. 7606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA CHANGING THE TITLE OF THE ASSOCIATE PLANNER TO ASSOCIATE PLANNER/ECONOMIC DEVELOPMENT SPECIALIST AND AMENDING THE JOB DESCRIPTION

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: A detailed review and analysis of the current Associate Planner job description has been completed.

SECTION 2: The determination was made to change the title to Associate Planner/Economic Development Specialist and amend the job description to strengthen coordination between the City's planning and economic development functions.

SECTION 3: The City Council authorizes the changes to the job description of the Associate Planner/Economic Development Specialist classification (Job Class Code 01-263).

SECTION 4: The job description for the position of Associate Planner/Economic Development Specialist as per the description attached is hereby amended.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 4th day of March, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

Daniel Singer, City Manager

Job Class: Supervisory & Professional Association

Job Code: 01-263

FLSA Status: Non-Exempt

CITY OF SANTA PAULA, CALIFORNIA

ASSOCIATE PLANNER - ECONOMIC DEVELOPMENT SPECIALIST

DEFINITION: Under general supervision, performs professional planning and economic development work to support business retention and attraction, downtown revitalization, redevelopment of commercial and industrial areas, and implementation of the City's economic development and land use goals. This position serves as a key liaison to local businesses and property owners and supports development projects from concept through entitlement, with a strong emphasis on customer service and economic revitalization in a small-city environment.

DISTINGUISHING CHARACTERISTICS

The Associate Planner — Economic Development Specialist is distinguished by a hybrid focus on planning, development facilitation, and economic development implementation. Incumbents exercise independent judgment, manage assigned projects, and work closely with businesses, developers, and partner agencies. The position supports Santa Paula's historic downtown, industrial corridors, agricultural-adjacent uses, and emerging economic development initiatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth to address business needs and changing business practices.

Economic Development & Business Support

- Serve as a primary point of contact for local businesses, entrepreneurs, developers, and property owners.
- Support business retention, expansion, and attraction efforts, including site selection assistance and development feasibility review.
- Assist in administering City economic development programs, incentives, and funding sources, including: façade improvements, CDBG, EDA, and other state and federal programs.
- Support downtown revitalization, corridor improvement, and reuse of historic and underutilized commercial and industrial properties.
- Coordinate with tourism, arts, and heritage-related partners to support Santa Paula's local economy.

Planning & Development Review

Job Class: Supervisory & Professional Association

Job Code: 01-263

FLSA Status: Non-Exempt

- Review planning applications, including zoning clearances, conditional use permits, site plan reviews, variances, and development agreements.
- Assist applicants in navigating City permitting processes with an emphasis on timely, customer-focused service.
- Prepare staff reports, resolutions, environmental documentation, and presentations for the Planning Commission, Design Assistance Committee, City Council and Standing committee as assigned.
- Coordinate development review with Building & Safety, Public Works, Fire, and other departments.
- Participate in long-range planning efforts, including General Plan implementation, Housing Element programs, and economic development-related policies.

Program Implementation & Grants

- Assist with preparation and administration of grant applications, funding agreements, and compliance reporting.
- Track economic development metrics, development activity, and program outcomes. • Support implementation of adopted City plans and strategies related to economic development, land use, housing, and community revitalization.

Outreach & Interagency Coordination

- Build and maintain positive working relationships with business owners, residents, regional agencies, Ventura County, and community organizations.
- Represent the City at business meetings, workshops, and community events and on regional boards
- Respond to public inquiries regarding planning and economic development matters.

MINIMUM QUALIFICATIONS – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education: Bachelor's degree in Urban Planning, Economics, Public Administration, Business, Geography, or a related field.

Experience: Two (2) years of professional planning or economic development experience.

License; Certificates; Special Requirements: A valid Class C California driver's license. AICP or CECD certification is desirable but not required.

Knowledge of: Principles and practices of urban planning and economic development; zoning, land use, and development review processes; economic development tools and incentives used by California cities; grant_funding programs and basic compliance requirements; public sector customer service practices.

Ability to: Analyze development proposals and economic data; interpret and apply municipal codes, policies, and regulations; communicate effectively with the public, business community,

Job Class: Supervisory & Professional Association

Job Code: 01-263

FLSA Status: Non-Exempt

and elected officials; prepare clear and concise written reports and presentations; manage multiple projects in a small-city, fast-paced environment; establish and maintain effective working relationships.

Physical and Environmental Demands: Sufficient physical ability to work in an office setting, including prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities and/or strength and agility to lift up to 25 pounds. The position also requires work outdoors in all weather conditions including wet, hot and cold and may be exposed to dust and pollen.

RESOLUTION NO. 7607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA APPROVING AN AMENDMENT TO THE POSITION CONTROL LIST TO CHANGE THE TITLE OF CITY CORPS LEADER TRAINEE, CHANGE THE JOB DESCRIPTION, AND CREATE A CITY CORPS LEADER TRAINEE LEVEL I AND CITY CORPS TRAINEE LEVEL II IN THE CITY CORPS LEADER TRAINEE SERIES CLASSIFICATION

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: A review and analysis of the current City Corps Leader Trainee job description has been completed.

SECTION 2: A determination was made to amend the job description to include a City Corps Leader Trainee I and City Corps Leader Trainee II in the City Corps Leader Trainee series.

SECTION 3: The City Corps Leader Trainee II is distinguished from those in the lower levels in the job class series by providing a structured framework to further support the continued growth and development of our City Corps Leader Trainees.

SECTION 4: The City Council authorizes the changes to the job description of the City Corps Leader Trainee (Job Class Code 01-822) described herein.

SECTION 5: The job description for the position of City Corps Leader Trainee I/II as per the attached description hereby replaces the current City Corps Leader Trainee job description.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 4th day of March, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

Daniel Singer, City Manager

CITY OF SANTA PAULA, CALIFORNIA

CITY CORPS LEADER TRAINEE I/II

DEFINITION: Under close supervision, performs a variety of unskilled and skilled duties in support of assigned program functions. The Trainee I/II position designed to provide the incumbents with opportunities to explore and exposure to various career paths and options, job readiness and training opportunities.

The **City Corps Leader Trainee I** is a classification assigned to staff 18 years of age and older. Incumbents learn and are assigned a variety of duties related to community and public service projects. This position is distinguished from the City Corps Leader Trainee II by the need for direct supervision and the level of training required.

The **City Corps Leader Trainee II** is the journey-level classification of the series. This position is expected to work independently and provide project supervision over the Leader Trainee I; typically involves more responsibility, such as overseeing specific activities. Incumbents learn and are assigned a variety of duties related to community and public service projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth to address business needs and changing business practices.

- Observes and participates in various career-centered programs. Participates in job trainings, field visits and events that provide exposure to different fields of work.
- Participates in and oversees lower level Trainees and activities related to event preparation including logistics and maintenance.
- Participates in and assists with overseeing staff performing activities related to Department programs such as outdoor field preparation, recycling program efforts, and various recreational events.
- Responds to questions and concerns from the public and program participants; provides information as appropriate and resolves concerns.

Adopted:

Job Class: Part-time

Job Code: 822

- Participates in and leads teams in broad areas of community and public service support within the City, including supporting various City Departments, as well as engaging with community members and outside agencies.
- Mentors other City Corps program participants.
- Leads recreational activities for youth members.
- Performs related duties as assigned.

EDUCATION, EXPERIENCE AND QUALIFICATIONS:

City Corps Trainee I

Must be 16 years of age. Completion of Sophomore year in High School or be enrolled in an educational program during their employment and be actively developing and pursuing a vocational path.

City Corps Trainee II

Must be 18-25 years of age. One year of paid experience as a City Corp Trainee I. City Corps Leader Trainees' II are expected to be enrolled in an educational program during their employment and be actively developing a vocational path.

License and Certificates: A valid First Aid / Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) certificate must be obtained within six months of employment. May be required to possess and maintain a valid California Driver's License depending on assignment within twelve months of employment.

Knowledge of: Basic awareness of community, recreational and human services programs and team activities; basic math.

Ability to: Perform a variety of duties involving City Corps programs and participants; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with staff, members of the public and others encountered in the course of work.

Physical and Environmental Demands

Prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities; required to stand, walk, sit, bend, twist, climb, kneel, reach, push, pull, grasp, pick, pinch, ride and perform similar body movements; lift and/or move up to 25 pounds, occasionally lift and/or move up to 50 pounds. Incumbent must have the ability to work outdoors in

Adopted:

Job Class: Part-time

Job Code: 822

inclement weather; exposure to-potentially-hazardous chemicals, heat, and cold; work around slippery or uneven surfaces; exposure to-potentially-hazardous chemicals, heat, cold and inclement weather conditions; Incumbent may be exposed to fumes, dust and air contaminants.

Adopted:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: ADOPTION OF URGENCY ORDINANCE AND INTRODUCTION OF A
NON-URGENCY ORDINANCE TO REGULATE SUCCESSIVE RENT
INCREASE APPLICATION

Date: March 4, 2026

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt an Urgency Ordinance Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, Setting Forth Facts Constituting Such Urgency, and Finding the Urgency Ordinance is Exempt from the California Environmental Quality Act.
2. Introduce, waive first reading of, and read by title only, Ordinance No. 1353 entitled "An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act".

Presented by: Monica Castillo, City Attorney

BACKGROUND:

At its January 6, 2026 meeting, the Housing and Homelessness Standing Committee ("Committee") discussed an urgency ordinance to restrict how often a mobilehome park may file a rent adjustment application. The Committee voted to refer the item for placement on the City Council's agenda for discussion with the full Council. The Committee's referral is in response to mobilehome owner concerns about mobilehome parks applying for rent increases repeatedly within a short period of time.

At its February 2, 2026 meeting, the City Council considered a proposed urgency ordinance that added the following restriction on rent increase applications:

"No park owner may apply for a rent increase within 12 months after a decision on the merits of a previous application, absent unusual circumstances."

The staff report explained that the "unusual circumstances" exception allows the owner to still apply where unforeseen circumstances could deny the owner a fair return. For example, to

calculate a fair return, the City's Ordinance takes into account a park's operating expenses. Operating expenses include utility costs that are not passed through to residents. If these utility costs dramatically spiked in the 6 months following the prior application, then the "unusual circumstances" exception would provide a way for owners to recover a fair return.

After deliberation and public comment, the City Council directed the City Attorney to prepare an urgency ordinance regulating the frequency of mobilehome park rent adjustment applications.

Subsequent to the February 2, 2026, meeting, the City Attorney received additional input on the proposed urgency ordinance from interested parties. The attached proposed urgency ordinance and companion regular ordinance respond to that input and are presented this evening for the City Council's consideration.

ANALYSIS:

Santa Paula Mobile Home Rent Stabilization Ordinance

The City's mobilehome park rent stabilization ordinance, codified at Santa Paula Municipal Code ("SPMC") Chapter 152 (the "Ordinance"), was adopted in 1986. There are six mobile home parks in Santa Paula with approximately 771 units. These parks include Rancho Santa Paula, Santa Paula West, The 400 Mobile Estates, the Oaks Mobile Home Estates, and the Anacapa Mobile Home Park.

Annual Permissive CPI Increases

Under SPMC § 152.07(A), on February 1st of every year, park owners are allowed to increase rent within a certain amount which is tied to the Consumer Price Index (CPI). The CPI measures inflation and is recalculated annually. The allowable rent increase is 75% of the change in CPI between October of the previous year and October of the year before that. However, regardless of the rise in inflation, the rent increase may not exceed 7% of the current rent amount. Park owners are free to implement a CPI increase every year on their own, if they so choose. These CPI increases do not require park owners to file an application with the City.

Other Rent Increases

For other types of rent increases, park owners must file an application with the City. The City's ordinance allows for two types of increases: (1) increases based on the cost of a completed capital improvement and (2) increases to permit a just and reasonable return and maintain net operating income. See SPMC §§ 152.07(B) and 152.08. Santa Paula's ordinance does not preclude a park owner from re-filing substantially similar rent increase applications within short intervals of time.

Urgency Ordinance

The proposed urgency ordinance would prohibit a park owner from filing a new application within 12 months of a prior decision which denied an application seeking substantially similar relief based on substantially the same facts if (1) the prior application was decided on the merits or (2) the decision is under judicial review. A decision on the merits does not include a decision based solely on procedural grounds.

There is an exception to the 12-month general prohibition. A park owner may apply for a rent increase to obtain a fair return only if there is a material change in circumstances arising after the prior decision. A material change in circumstances means a substantial change affecting a park owner's entitlement to a just and reasonable return under the Ordinance. A material change may include, without limitation: (1) a significant increase in reasonable and necessary operating expenses; (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. The change must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision. It is the park owner's burden to demonstrate such a material change in circumstances.

The proposed ordinance will likely be upheld. It includes an exception that provides park owners a meaningful opportunity to obtain a fair return while still imposing a general 12-month waiting period to re-apply, thus tailored to serve the government interests stated in the ordinance. California courts have consistently held that rent control regulations satisfy constitutional requirements so long as the regulatory framework, viewed as a whole, provides a mechanism for achieving a fair return. (See *Fisher v. City of Berkeley* (1984) 37 Cal.3d 644, 683–684 [ordinance valid where landlords may obtain a fair return].) The California Supreme Court has also recognized that a temporary regulatory delay to a rent increase is not a taking if the rent control framework ultimately allows a park owner to recover a fair return. (*Kavanau v. Santa Monica Rent Control Bd.* (1997) 16 Cal.4th 761, 782-783.) The Court has also held that procedures that “are carefully tailored to meet the legitimate interests of [an] ordinance ‘without a substantially greater incidence and degree of delay than is practically necessary’ are not impermissibly confiscatory (*Carson Mobilehome Park Owners' Assn. v. City of Carson* (1983) 35 Cal.3d 184, 193, quoting *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 169.) The urgency ordinance thus aligns with case law.

In order to be adopted, the proposed urgency ordinance requires a four-fifths vote of the City Council and will take effect immediately. The ordinance will only apply to applications filed after its effective date.

In addition, an urgency ordinance requires a declaration of facts constituting such urgency for immediate adoption. For the reasons described more fully in the urgency ordinance, regulating the frequency of substantially similar rent increase applications, except when there is material change in circumstances, is necessary for the immediate preservation of the public peace, health or safety. Without this urgency ordinance's immediate adoption, the City will irreversibly expend scarce public resources on duplicative serial applications, diverting public funds and staff time from essential municipal services. In addition, repetitive applications destabilize mobilehome residents by creating ongoing uncertainty over housing costs. This in turn imposes indirect pressure on homeowners to move and undermines housing stability. Additionally, a stop to these detrimental impacts on the public peace, health, and safety cannot wait until the City's planned revision of the entire Ordinance. Updating the whole Ordinance is anticipated to involve several weeks of input and dialogue with mobilehome parks and residents and after that at least two City Council meetings plus 30 days for the ordinance to go into effect.

Non-Urgency Ordinance

Accompanying the urgency ordinance is also a regular ordinance proposed for introduction

and first reading. It adds a new section to the City's existing Ordinance identical to the one in the urgency ordinance but does not contain urgency findings.

STRATEGIC PLAN:

This item promotes Strategic Plan Category D. Healthy, Connected, & Thriving Community, Objective 13: Rent Stabilization - Study rent stabilization options relative to current state laws.

FISCAL IMPACTS:

A decrease in the frequency of applications as result of adopting the proposed ordinances may alleviate staff time associated with processing applications and reduce costs of legal and consultant services.

OPTIONS:

The City Council may in the alternative to staff's recommendation:

1. Direct staff to make substantive amendments to the urgency ordinance and the regular ordinance. Substantive amendments to the regular ordinance will require re-introduction of the ordinance at a future public meeting.
2. Decline staff's recommendation.
3. Take other action as desirable.

ATTACHMENTS:

[ATTACHMENT A - Urgency Ordinance 1352-U.pdf](#)

[ATTACHMENT B - Ordinance 1353.pdf](#)

ATTACHMENT A

(Urgency Ordinance 1352-U)

ORDINANCE NO. 1352-U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTER 152 (MOBILEHOMES AND MOBILE HOME PARKS) OF THE SANTA PAULA MUNICIPAL CODE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS, SETTING FORTH FACTS CONSTITUTING SUCH URGENCY, AND FINDING THE URGENCY ORDINANCE IS EXEMPT FROM THE ENVIRONMENTAL QUALITY ACT

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1. Findings.

- A. By virtue of the police powers delegated to it by the California Constitution, the City of Santa Paula ("City") has the authority to enact regulations which promote the public health, safety, and general welfare of its residents, including the regulation of mobilehome space rents.
- B. The high cost of moving mobilehomes; the potential for damage resulting therefrom; the requirements relating to the installation of mobilehomes, including permits, landscaping and site preparation; the lack of alternative sites for mobilehome residents; and the substantial investment of homeowners in such homes severely restrict homeowners' ability to avoid excessive rent increases by relocating to another site.
- C. These conditions create an imbalance in bargaining power between mobilehome park owners and mobilehome homeowners that warrants reasonable regulation of space rents to prevent excessive increases while recognizing park owners' right to a fair return.
- D. Mobilehome parks in Santa Paula are an important source of long-term housing stability and affordable homeownership opportunities, particularly for seniors and residents on fixed or low incomes, and displacement from such housing can impose significant social and economic costs on affected residents and the Santa Paula community at large.
- E. The City's mobilehome park rent stabilization ordinance, codified at Santa Paula Municipal Code ("SPMC") Chapter 152 (the "Ordinance"), does not preclude a park owner from applying for successive rent increases immediately following a denial

of an application seeking substantially the same relief based on substantially the same facts.

- F. The repetitive filing of such applications within short intervals destabilizes mobilehome residents by creating ongoing uncertainty regarding housing costs. Such uncertainty imposes indirect displacement pressure and undermines housing stability for Santa Paula mobilehome residents who are disproportionately low-income, senior, disabled, or on fixed incomes.
- G. Repeated hearings on substantially similar applications also impose significant and unanticipated burdens on staff time, consultants, and legal resources. These costs divert public funds from essential municipal services.
- H. In addition, the City is in the process of comprehensively amending its Ordinance, which is anticipated to take a number of months to collect stakeholder input and other data. This process will delay addressing the immediate need to prevent successive rent increase applications seeking substantially the same relief based on substantially the same facts.
- I. The City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety. Immediate action is needed to ensure mobilehome residents are not subject to housing instability and to prevent the use of scarce city resources on duplicative successive applications. Harm to residents and the strain on public funds cannot be reversed if the City waits until the City completes a months-long comprehensive review of its Ordinance.

SECTION 2. A new Section 152.10.1 of Chapter 152 of Title XV of the Santa Paula Municipal Code is added to read as follows:

§ 152.10.1 SUCCESSIVE APPLICATIONS.

(A) A park owner may not apply for a rent increase within 12 months of a decision which denied a prior application seeking substantially the same relief based on substantially the same operative facts if one of the following applies:

- (1) The prior application was decided on the merits.
- (2) The decision to deny the prior application is under judicial review.

(B) No new application that meets the criteria of paragraph (A)(2) shall be filed or accepted while the judicial proceeding remains pending, starting from initial filing with the court and ending with the entry of final judgment.

(C) Notwithstanding subsections (A) and (B), a park owner may apply for a rent increase only if it is based upon a material change in circumstances arising after the final decision

on the prior application. The applicant shall bear the burden of demonstrating such material change in circumstances.

(D) For purposes of this Section:

(1) An application is not “decided on the merits” when a decision is based solely on procedural grounds, including but not limited to incompleteness, failure to pay required fees, lack of jurisdiction, untimeliness, withdrawal by the applicant, or other procedural defect.

(2) “Final judgment” means a judgment of a court of competent jurisdiction that fully resolves the judicial proceeding and for which the time to seek further appellate or writ review has expired, or such review has been exhausted or waived.

(3) “Material change in circumstances” means a substantial change affecting a park owner’s entitlement to a just and reasonable return under this Chapter. A material change may include, without limitation: (1) a significant increase in reasonable and necessary operating expenses; (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. The change must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision.

SECTION 3. Environmental Review. The City Council finds that adoption and implementation of this ordinance is not a “project” for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3) and 15378(b)(5). The City Council also alternatively finds that the adoption and implementation of this ordinance is exempt from the provisions of CEQA as an administrative activity to modify rent application procedures that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3) and 15378(b)(5) of the CEQA Guidelines.

SECTION 4. Urgency Declaration. The City Council finds and declares that adoption of this ordinance to prevent repeated filings absent a material change in circumstance is necessary for the immediate preservation and protection of the public peace, health and safety. Without this urgency ordinance’s immediate adoption, the City is at risk of expending limited public resources on duplicative successive applications and park residents could face the ongoing uncertainty of housing instability for months until the City completes its study of the entire Ordinance. The Council therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937 and take effect immediately upon adoption by four-fifths of the City Council.

SECTION 5. Prospective Application. This urgency ordinance shall apply only to applications filed after its effective date.

SECTION 6. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality or the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this 4th day of March, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

ATTACHMENT B

(Ordinance 1353)

ORDINANCE NO. 1353

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTER 152 (MOBILEHOMES AND MOBILE HOME PARKS) OF THE SANTA PAULA MUNICIPAL CODE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS, AND FINDING THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1. Findings.

- A. By virtue of the police powers delegated to it by the California Constitution, the City of Santa Paula ("City") has the authority to enact regulations which promote the public health, safety, and general welfare of its residents, including the regulation of mobilehome space rents.
- B. The high cost of moving mobilehomes; the potential for damage resulting therefrom; the requirements relating to the installation of mobilehomes, including permits, landscaping and site preparation; the lack of alternative sites for mobilehome residents; and the substantial investment of homeowners in such homes severely restrict homeowners' ability to avoid excessive rent increases by relocating to another site.
- C. These conditions create an imbalance in bargaining power between mobilehome park owners and mobilehome homeowners that warrants reasonable regulation of space rents to prevent excessive increases while recognizing park owners' right to a fair return.
- D. Mobilehome parks in Santa Paula are an important source of long-term housing stability and affordable homeownership opportunities, particularly for seniors and residents on fixed or low incomes, and displacement from such housing can impose significant social and economic costs on affected residents and the Santa Paula community at large.
- E. The City's mobilehome park rent stabilization ordinance, codified at Santa Paula Municipal Code ("SPMC") Chapter 152 (the "Ordinance"), does not preclude a park owner from applying for successive rent increases immediately following a denial of an application seeking substantially the same relief based on substantially the same facts.

- F. The repetitive filing of such applications within short intervals destabilizes mobilehome residents by creating ongoing uncertainty regarding housing costs. Such uncertainty imposes indirect displacement pressure and undermines housing stability for Santa Paula mobilehome residents who are disproportionately low-income, senior, disabled, or on fixed incomes.
- G. Repeated hearings on substantially similar applications also impose significant and unanticipated burdens on staff time, consultants, and legal resources. These costs divert public funds from essential municipal services.
- H. Pursuant to the California Government Code Section 65863.7 and the City's police power, the City Council desires to enact clear procedural limitations that prevent the use of its administrative process in a manner detrimental to the public welfare while also balancing park owners' right to a fair return.

SECTION 2. A new Section 152.10.1 of Chapter 152 of Title XV of the Santa Paula Municipal Code is added to read as follows:

§ 152.10.1 SUCCESSIVE APPLICATIONS.

(A) A park owner may not apply for a rent increase within 12 months of a decision denying a prior application which sought substantially the same relief based on substantially the same operative facts if one of the following applies:

- (1) The prior application was decided on the merits.
- (2) The decision to deny the prior application is under judicial review.

(B) No new application that meets the criteria of paragraph (A)(2) shall be filed or accepted while the judicial proceeding remains pending, starting from initial filing with the court and ending with the entry of final judgment.

(C) Notwithstanding subsections (A) and (B), a park owner may apply for a rent increase only if it is based upon a material change in circumstances arising after a decision on the prior application. The applicant shall bear the burden of demonstrating such material change.

(D) For purposes of this Section:

(1) An application is not "decided on the merits" when a decision is based solely on procedural grounds, including but not limited to incompleteness, failure to pay required fees, lack of jurisdiction, untimeliness, withdrawal by the applicant, or other procedural defect.

(2) "Final judgment" means a judgment of a court of competent jurisdiction that fully resolves the judicial proceeding and for which the time to seek further appellate or writ review has expired, or such review has been exhausted or waived.

(3) “Material change in circumstances” means a substantial change affecting a park owner’s entitlement to a just and reasonable return under this Chapter. A material change may include, without limitation: (1) a significant increase in reasonable and necessary operating expenses; (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. The change must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision.

SECTION 3. Environmental Review. The City Council finds that adoption and implementation of this ordinance is not a “project” for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3) and 15378(b)(5). The City Council also alternatively finds that the adoption and implementation of this ordinance is exempt from the provisions of CEQA as an administrative activity to modify rent application procedures that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3) and 15378(b)(5) of the CEQA Guidelines.

SECTION 4. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality or the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective 30 days following adoption by the City Council.

SECTION 6. Prospective Effect. This ordinance shall only apply to applications filed after the effective date.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: CYCLE 2 PAVEMENT MANAGEMENT PROGRAM AND 2026 STREET
MAINTENANCE PROGRAM BID AUTHORIZATION

Date: March 4, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

Approve the 5-Year Cycle 2 Pavement Management Plan (PMP);

1. Adopt Resolution No. 7605 approving the plans and specifications for the 2026 Street Maintenance Program;
2. Authorize Staff to advertise for Project bids.

BACKGROUND:

The City's street system consists of approximately 55 centerline miles of roadways, comprising a circulation network inclusive of local, collector, boulevard and arterial classifications. Collectively, this street system serves as a basis for the City's transportation infrastructure, supporting vehicle, pedestrian and bicycle modes of operation and circulation.

On June 19, 2019, the Public Works Department presented a 5-Year Pavement Management Plan (PMP) to City Council for review and adoption, reflecting the first of four 5-year paving cycles within a 20-year Citywide paving program. This first 5-year PMP, known as Cycle 1, provided for a program of improvement and maintenance for City streets moving forward. Subsequently, on May 6, 2020, the City Council approved Resolution 7270 adopting a 5-year Pavement Management Plan (FY 2020-2021 to FY 2024-2025), which identified streets planned for Cycle 1 of the PMP.

Prior to 2018, the City did not have a long-term formal pavement management plan to maintain and rehabilitate the City's streets. In these previous years, the City focused primarily on reconstructing and rehabilitating its failing streets at a very costly improvement rate of 1.1 miles per year. With the development of the City's Pavement Management Plan the City's Public Works Department established a systematic approach to the assessment, repair and maintenance of roadways Citywide. The integration of innovative pavement resurfacing and preservation treatments into this program of pavement management allows for the maximizing of available funding while systematically improving the City's overall Pavement Condition Index (PCI). Public Works developed the PMP using the 2016 Pavement Condition Index data

(updated 2020) and best pavement management practices. The specific objectives included:

1. Perform street maintenance regularly to extend the service life of existing roads.
2. Use pavement preservation and rehabilitation strategies to improve more roads within limited funding projections.
3. Coordinate with sewer and water utility projects to maximize use of available funding sources.

Based on the Pavement Condition Index (PCI) Report, the average PCI for all Santa Paula streets is 64. For comparison, the network PCI from 2022 was 52, so the current rating reflects an increase of 12 points in the past 3 years. This improvement in PCI is largely due to the cumulative effect of extensive paving efforts which have been accomplished in Cycle 1. These efforts have frequently exceeded the original projections of the PMP approved in 2020, based on both availability of Measure T funding as well as efficiencies in the execution of the PMP based on contracting approach. Additionally, the first 5 years of paving associated with Cycle 1 have seen an evolution in PMP approach, relative to both roadway selection and the implementation of utility projects.

The previous PMP approach, presented in 2019, utilized a 'worst roads last' approach, which considered that the worst roads in the City would require full reconstruction and would thus be considerably more costly than simply rehabilitating roadways. However, as implementation of the Cycle 1 PMP progressed, rehabilitation of very poor sections of City roadways was selectively entertained, with 'test sections' completed with the first year of paving in 2020. As paving efforts progressed it was determined through actual paving experience that the subgrade conditions and finished condition performance exceeded original expectations, due in large part to the quality of the original roadway construction. This experience informed a more comprehensive approach to neighborhood paving efforts, as well as a reconsideration of the 'worst roads' per the original PMP approach.

Among the objectives in pavement management practice identified in 2019 was a need to complete utility projects, primarily consisting of water and sewer repair and replacement, in advance of projected paving activities. However, the City has experienced sharply rising costs in water and sewer replacement projects over the last 5 years, which significantly affect the budgetary capacity of these efforts and their ability to remain ahead of programmed paving for individual street segments. Additional funding availability for street paving provided by Measure R and Measure T, together with efficiencies in paving approach have improved the centerline mileage of annual paving capacity. With the passage of Measure R in 2024, staff is projecting enhanced budgetary capacity to improve streets, sidewalks and drainage conditions throughout the City and are anticipating an ambitious program of paving in Cycle 2. Assuming a consistent paving fund allocation per year, the PMP and associated City streets are anticipated to attain a citywide PCI of 70 or above within the next 5 years.

ANALYSIS:

On December 2, 2025, Public Works presented the draft Cycle 2 PMP for community review and commentary. The Cycle 2 PMP has been updated with input received from the community workshop, with yearly paving efforts aligned with projected CIP budgetary allowances. The full 5-Year Cycle 2 PMP is included in Exhibit A.

Staff recommends two paving efforts per year for the Cycle 2 PMP, with the first starting in late

spring and the subsequent effort ending in the fall. The two efforts will focus on distinct portions of the City, addressing local neighborhood paving in the spring, and the paving of boulevards, collectors and arterials in the fall. The spring efforts will include rehabilitation of poor and very poor street segments in the identified neighborhoods, and maintenance of those segments in the fair category. Fall paving will follow with the rehabilitation of higher capacity streets, as well as adjacent local streets as the paving budget allows. The two paving efforts will utilize the optimal summer conditions, with the first commencing in spring and completing mid-summer, and the second commencing mid-summer and completing early fall of each year. From a contracting perspective, the preference would be to bid both spring and fall paving in February or March of each year, to ensure the City benefits from an economy of scale for the annual paving efforts.

The Street Maintenance Program for FY 2025-2026 consists of road repair and maintenance including dig-outs and overlays of streets to extend their service life, as well as the repair and replacement of adjacent sidewalks, curb and gutter and curb ramps, where necessary. The following streets are planned for completion in conjunction with Year 1 of the 5-Year Cycle 2 PMP, but the list will be modified depending on emergent financial constraints.

SUMMER/FALL 2026 STREET MAINTENANCE

STREET NAME	FROM	TO
Gatewood Ln	Mariposa Dr	End
Mariposa Dr	Fern Oaks Dr	End
Magnolia Dr	Maple St	End
Birch St	Mariposa Dr	Magnolia Dr
Hawthorne St	Mariposa Dr	Laurel Rd
Fremontia St	Mariposa Dr	Laurel Rd
Laurel Rd	Forest Dr	Say Rd
Forest Dr	Mariposa Dr	The Arbor HOA Entrance
Grant Line St	Forest Dr	Say Rd
Oakdale Pl	Mariposa Dr	N Ojai Rd
Manzanita Dr	Mariposa Dr	Grant Line St
Fern Oaks Dr	N Ojai Rd	Grant Line St
Holly Rd	Fern Oaks Dr	Woodland Dr
Woodland Dr	Greenwood Dr	Cliff Dr
Cliff Dr	Forest Dr	Say Rd
Say Rd	N Ojai Rd	Cliff Dr
Los Robles Dr	Greenwood Dr	Laurel Dr
Greenwood Dr	N Ojai Rd	Woodland Dr
McKevett Heights	McKevett Rd	Loma Vista Pl
Teague Dr	Sixth St	McKevett Heights
Steckel Dr	Harvard Blvd	Main St
Cameron St	Main St	Santa Paula St
Center Ln	Walden St	N Peck Rd
Center Ln	Cameron St	Pamela Ln
Walden St	Santa Paula St	Filmore St

Filmore St	Walden St	N Peck Rd
Peck Pl	Filmore St	End
City Parking Lot	Mill Park	
City Parking Lot	Approx 875 E Yale (between Yale & South Alley	
City Parking Lot	Approx 920 E Yale (between Yale & South Alley	
City Parking Lot	Harding Park	

The current Street Maintenance Program proposes the completion of street paving for those portions of McKeveett Heights and Teague between 6th Street and McKeveett Heights not paved due to complications with additional concrete pavement removals and costs associated with related road reconstruction efforts. Also included are City parking lots associated with Mill Park, Harding Park and the public parking lots behind buildings on Main Street. Park and Orchard Streets will be paved following water and sewer utility construction efforts associated with this project, which is currently out to bid.

Streets and Storm Drains

Additional considerations for the City's streets are maintenance and repair of drainage systems, many of which have exceeded their useful life. Many of the City's storm drain systems are constructed with corrugated metal pipe (CMP), which are subject to corrosion and related structural deterioration over time. Storm drains which are deteriorated but have not yet failed may be rehabilitated to maintain function and extend their useful lives.

The FY 2025-2026 Program includes the repair and rehabilitation of portions of the Oaks Drain along Fern Oak Drive, inclusive of storm drain laterals at the southern end of Mariposa Drive. Phase II of the Oaks Drain, completed in 1972, contains a mixture of CMP and concrete pipe. Approximately 1000 lineal feet of pipe along Fern Oak will be rehabilitated, with older laterals that pre-date the 1972 project planned for replacement at the end of Mariposa. The upper portion of the Oaks Drain that extends into Caltrans SR150 (Ojai Road) right of way is being improved as part of the current SR150 Rehabilitation Project that is currently under construction.

2026 Street Maintenance Project Status and Schedule

The Project is currently at 100% Plans, Specifications and Estimates (PS&E), with release for bid pending City Council approval of Resolution No. 7605 (Exhibit B), as well as Council authorization to advertise for public bid.

The engineer's construction estimate is \$5,735,382, which includes a 15% contingency. The anticipated construction schedule is approximately 5 months.

Once bids are received, Staff will review the results and select a recommended responsible bidder. Upon adoption of Resolution No. 7605 approving the plans and specifications for the Project, Staff anticipates returning to Council in May to request construction contract award. The Project plans and specifications are attached as Exhibit C.

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:

The ability to achieve all of the desired improvements identified in the PMP - Cycle 2, is contingent on several factors. First and foremost is the bidding climate and cost of asphalt (based on oil prices), labor and materials. The second factor is the availability of funding from Measure T, Measure R, SB1, the Stormwater Fund, and other sources. While significant - and even historic - levels of funding have been budgeted to address the Street Maintenance Program for FY 2025-2026, the exact amounts associated with the lowest bids are still unknown.

Below is the anticipated available funding after removing costs associated with the Teague/McKevitt project and the Park/Orchard project.

Table 1: Current available Funding Sources for FY 2025 – 2026 Street Maintenance

Fund Source	Account No.	Available Amount for Street Maintenance
Measure T*	104-5-9285/9359-660	\$899,512.00
Measure R**	104-5-9285/9294/9297/9359-660	\$2,262,051.00
SB1*	283-5-9285-660	\$680,373.00
Stormwater	206-5-9406-660	\$250,000.00
	Total Available	\$4,091,936.00

Notes:

* Includes carryovers from previous FY

** Total reflects deduction of \$568,983.00 to Fund 280 to address funding shortfall.

The current engineer's estimate for the first year (spring & fall) of the PMP - Cycle 2 is \$5,735,382, leaving a potential projected shortfall of \$1,643,446. Once bids are received and further funding sources are refined, staff may need to return to Council with discussions around additional funding availability and/or deferment of portions of the first year's pavement project. Complete funding for the spring roadwork would be intact.

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative options:

1. Do not approve the 5-year Cycle 2 Pavement Management Plan (PMP), and direct staff to revise according to Council guidance.
2. Do not approve the plans and specifications for the 2026 Street Maintenance Program, which would delay the release of the project for public bid.

3. Do not authorize staff to advertise for Project bids, which will delay the completion of the project.

ATTACHMENTS:

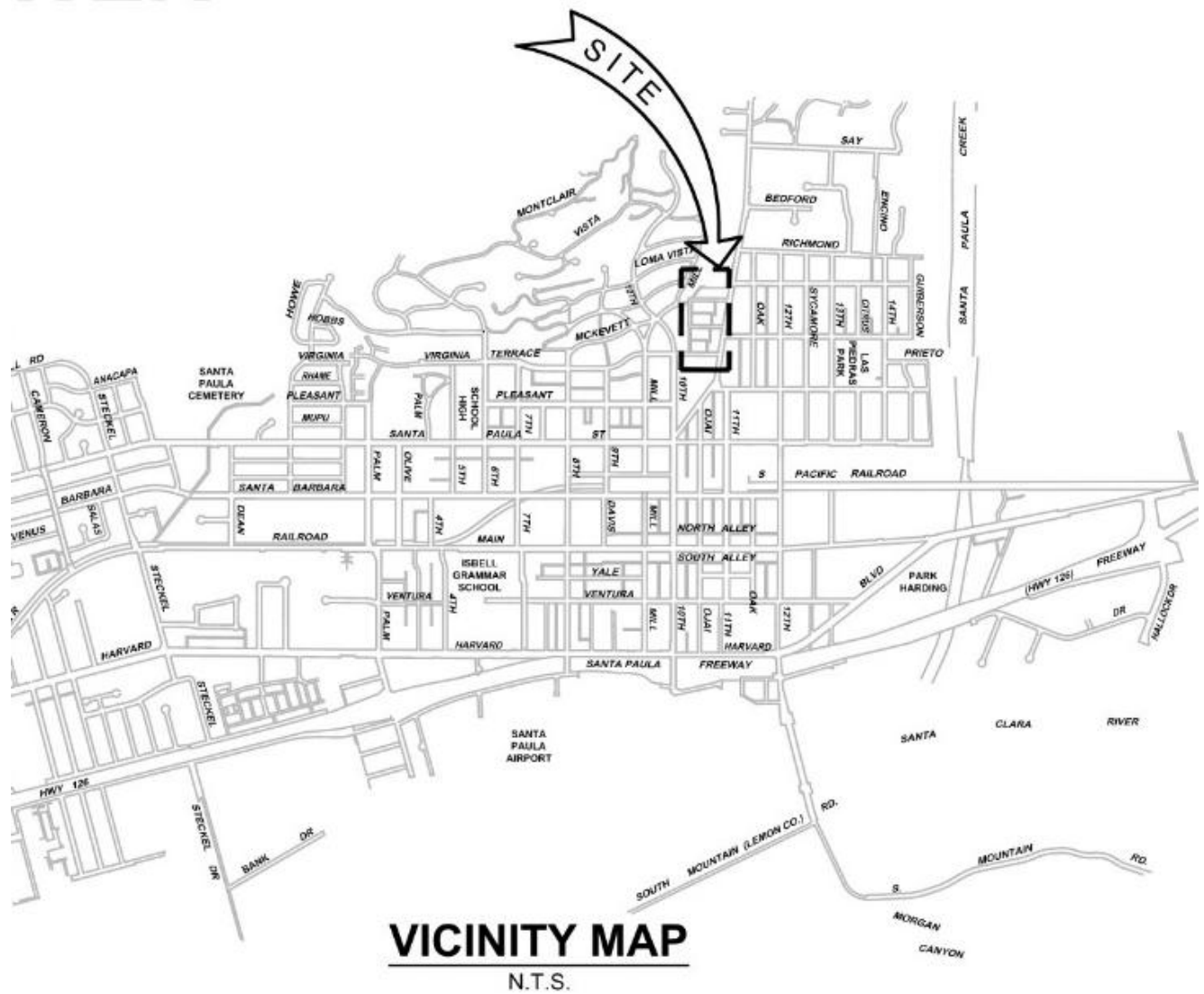
[EXHIBIT_A_-_5-year_Cycle_2_Pavement_Management_Plan_.pdf](#)

[EXHIBIT_B_-_Resolution_7605.pdf](#)

[EXHIBIT_C_-_Project_Plans_and_Specifications_.pdf](#)

EXHIBIT A

5-year Cycle 2 Pavement Management Plan (PMP)



FEATURE LEGEND	FISCAL YEAR
	2025-2026 SPRING
	2025-2026 FALL
	2026-2027 SPRING
	2026-2027 FALL
	2027-2028 SPRING
	2027-2028 FALL
	2028-2029 SPRING
	2028-2029 FALL
2029-2030 STREET PRESERVATION	

NOTES:

1. STREET MAINTENANCE (SURFACE MILL/OVERLAY) LIMITS REFLECTED HEREIN.
2. STREET PRESERVATION (COATINGS) NOT REFLECTED FOR CLARITY.
3. CITY PARKING LOTS AND PARKS PROGRAMMED SEPARATELY ACCORDING TO FUNDING AVAILABILITY AND TYPE OF TREATMENT ANTICIPATED.

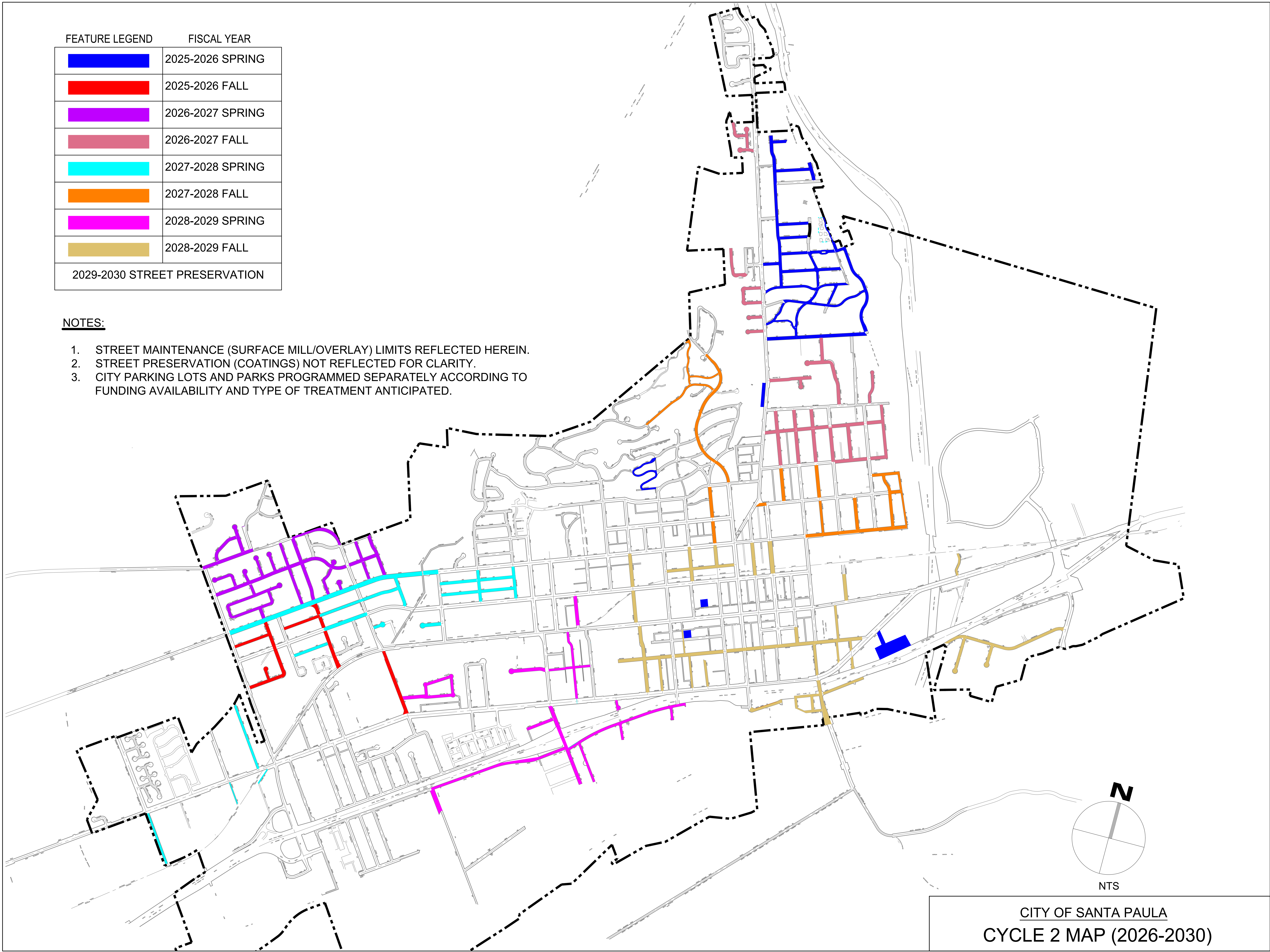


EXHIBIT B

Resolution No. 7605

RESOLUTION NO. 7605

**A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2026
STREET MAINTENANCE PROJECT PURSUANT TO GOVERNMENT CODE
SECTION 830.6**

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. The City Engineer reviewed the completed plans and specifications for the Project, and finds said plans and specifications complete, and the Project may be constructed;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans, specifications, and construction of the Project.

SECTION 2: The plans and specifications for the Project attached to the March 4, 2026 Staff Report as Exhibit C are determined to be consistent with the City standards and are approved by both the Public Works Director, or designee, and the City Council based on the recommendation of the Public Works Department.

SECTION 3: The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

SECTION 4: The approval granted by this Resolution conforms to the City's General Plan and the City Standards.

SECTION 5: The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the plan approved by this Resolution.

SECTION 6: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 7: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of March, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

EXHIBIT A

[attached behind]

EXHIBIT C

Project Plans and Specifications

CITY OF SANTA PAULA

Ventura County, California

CONTRACT DOCUMENTS

FOR

2026 Citywide Street Maintenance

MARCH 2026



Recommended for approval by:

A handwritten signature in blue ink, appearing to read "R. Woodward", is written over a horizontal line.

Robert P. Woodward, P.E.
Interim City Engineer

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BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless provided otherwise, the definitions in the Contract Documents, Special Conditions, and Standard Specifications are applicable to all Bidding Documents.
 - 1.1. "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - 1.2. "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the contract sum or the Contract Time, or both.
 - 1.3. "Bid Deadline" means the date and time designated in the Notice Inviting Sealed Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
 - 1.4. "Bidder" means a person or firm that submits a Bid.
 - 1.5. "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.
 - 1.6. "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.
 - 1.7. "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.
2. **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:
 - 2.1. Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
 - 2.2. Bidder visited the Project site and is familiar with the conditions under which the Work shall be performed and the local conditions as related to the Contract Documents.
 - 2.3. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.
 - 2.4. Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractors State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder must have a joint venture license appropriate for the performance of the Work, and each member of the joint venture must likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving three (3) or more specialized building trades, the Work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold a Class A- General Engineering Contractor license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.
 - 2.5. Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
 - 2.6. The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.
 - 2.7. Bidder is aware of and, if awarded the Contract, shall comply with Applicable Code Requirements in its performance of the Work.
 - 2.8. The Bidder has paid the City's business license fee(s).

3. BIDDING DOCUMENTS.

- 3.1. Bidders may obtain complete sets of the Bidding Documents from the City website as stated in the Notice Inviting Sealed Bids.
- 3.2. Bidders shall use a complete set of Bidding Documents in preparing Bids.
- 3.3. The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1. Before submitting its Bid, Bidder shall carefully study and compare the various documents comprising the Bidding Documents and compare them with any other Work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to the Engineer errors, inconsistencies, or ambiguities discovered.
- 4.2. Requests for clarification or interpretation of the Bidding Documents shall be addressed to the Engineer.
- 4.3. Clarifications, interpretations, corrections, and changes to the Bidding Documents shall be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

5. PRODUCT SUBSTITUTIONS. No substitutions shall be considered before award of Contract. Substitutions shall only be considered after award of the Contract and as provided for in the Contract Documents.

6. SUBCONTRACTORS.

- 6.1. Each Bidder shall list in the Bid Form all subcontractors that shall perform Work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work activity; (2) name of subcontractor; (3) city of subcontractor's business location. Failure to list any of these items on the Bid Form shall result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and shall perform do so.
- 6.2. Bidders are required to list each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or will specially fabricate and install a portion of the Work according to the details contained in the Drawings and Specifications, in an amount in excess of one-half of one percent (0.5%) of the Bidder's total Bid. Bidders shall not list, solicit bids from, or award work to a subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7. No Bidder or Subcontractor may be listed unless registered with the Department of Industrial Relations.
- 6.3. Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7. ADDENDA.

- 7.1. Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.
- 7.2. Copies of Addenda will be made available for inspection at the City Public Works Department.

7.3. The City will issue Addenda to prospective Bidders not later than three (3) working days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued any time before the Bid Deadline.

7.4. Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8. **PRE-BID CONFERENCE.** See the Notice Inviting Sealed Bids for information.

9. **FORM AND STYLE OF BIDS.**

9.1. Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form shall be rejected.

9.2. All blanks on the Bid Form shall be filled in legibly in ink or by typewriter.

9.3. Bidder's failure to submit a price for any Alternate or unit price shall result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

9.4. Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

9.5. Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

9.6. The Bids shall be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed Work ready for the use and in the manner which is intended. In the event of increasing or decreasing of Work, the total amount of Work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such Work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

9.7. The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration shall cause the Bid to be rejected.

9.8. If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officers authorized to sign contracts on behalf of the corporation two signatures are required; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, its signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorize representative of each venture.

10. **BID SECURITY.**

10.1. Each Bid shall be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by the City or a certified check made payable to "City of Santa

- 10.2. Paula.” When a Bond is used for Bid Security, failure to use the City’s Bid Bond form shall result in the rejection of the Bid.
 - 10.3. If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City shall disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder shall be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.
 - 10.4. If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. The surety issuing the Bid Bond shall be listed in the latest published State of California, Department of Insurance list of, “Insurers Admitted to Transact Surety Insurance in This State.”
 - 10.5. The City shall retain Bid Security until the occurrence of one of the following:
 - 10.5.1. All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.
 - 10.5.2. The specified time has elapsed during which Bids may be withdrawn.
 - 10.5.3. All Bids have been rejected.
 - 10.6. The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk. The envelope shall be identified with the Project name, Bidder’s name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled as follows: “SEALED BID ENCLOSED.”
 - 10.7. Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline shall be returned to Bidder unopened.
 - 10.8. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
 - 10.9. Oral, telephonic, facsimile, or telegraphic Bids are invalid and shall not be accepted.
- 11. MODIFICATION OR WITHDRAWAL OF BID.**
- 11.1. Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action shall be given to the City in writing and signed by the Bidder’s authorized representative. A change so made shall be so worded as not to reveal the amount of the original Bid.
 - 11.2. A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
 - 11.3. Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.
 - 11.4. Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.
- 12. OPENING OF BIDS.** Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline shall be opened publicly.

13. REJECTION OF BIDS.

- 13.1. The City shall have the right to reject all Bids.
- 13.2. The City shall have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

14. AWARD.

- 14.1. The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the Work from the contract.
- 14.2. The City shall have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.
- 14.3. The City shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.
- 14.4. The City shall determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the compensation for delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.
- 14.5. The City shall select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder shall submit to the City all of the following items:
 - 14.5.1. Three originals of the Agreement signed by Bidder.
 - 14.5.2. Three originals of the Payment Bond.
 - 14.5.3. Three originals of the Performance Bond.
 - 14.5.4. Certificates of Insurance on form provided by the City.
 - 14.5.5. Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
 - 14.5.6. Preliminary Construction Schedule.
 - 14.5.7. Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City shall withhold retention.
 - 14.5.8. Cost Breakdown.

- 14.6. Before award of the Contract, the City shall notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder shall propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award shall not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.
- 14.7. If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City shall award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.
- 14.8. If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

BID PACKAGE
FOR
2026 CITYWIDE STREET MAINTENANCE PROJECT

Name of Bidder: _____

Business Address: _____

_____ Phone No. _____

CITY OF SANTA PAULA

Pursuant to and in compliance with your Notice Inviting Sealed Bids and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the plans and specifications and other Contract Documents, including Addenda No(s). _____, _____, _____, and _____, for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any persons firm or corporation; and it proposes and agrees, if the bid is accepted, that it shall execute a Contract with the City of Santa Paula in the form set forth in the Contract Documents and that it shall accept in full payment thereof the following prices, to wit:

**2026 CITYWIDE STREET MAINTENANCE PROJECT
PART 1 –BID SCHEDULE**

2026 Paving Bid Schedule					
	Item	Quantity	Unit Price		Value
General			Unit	Unit Cost	
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Bond Fee	1	LS		
4	Striping	1	LS		
Gatewood Ln (Mariposa Dr to End)					
5	Digouts (5% of Area)	444	SF		
6	Full Width Grind	8,880	SF		
7	Thin Overlay	54	Tons		
8	Protect/Adjust Utility Covers	2	Ea		
9	Curb Ramps	2	Ea		
Mariposa Dr (Fern Oaks Dr to End)					
10	Digouts (5% of Area)	4,851	SF		
11	Full Width Grind	97,010	SF		
12	Thin Overlay	586	Tons		
13	Protect/Adjust Utility Covers	34	Ea		
14	Speed Humps	2	Ea		
Magnolia Dr (Maple St to End)					
15	Digouts (5% of Area)	700	SF		
16	Full Width Grind	14,000	SF		
17	Thin Overlay	85	Tons		
18	Protect/Adjust Utility Covers	4	Ea		
19	Curb Ramps	2	Ea		
Birch St (Mariposa Dr to Magnolia Dr)					
20	Digouts (5% of Area)	1,080	SF		
21	Full Width Grind	21,600	SF		
22	Thin Overlay	130	Tons		
23	Protect/Adjust Utility Covers	3	Ea		
24	Curb Ramps	4	Ea		
Royal Oaks Dr *Curb Ramp only					
25	Curb Ramps	2	Ea		
Hawthorne St (Mariposa Dr to Laurel Rd)					

26	Digouts (5% of Area)	963	SF		
27	Full Width Grind	19,250	SF		
28	Thin Overlay	116	Tons		
29	Protect/Adjust Utility Covers	3	Ea		
30	Curb Ramps	4	Ea		
Fremontia St (Mariposa Dr to Laurel Rd)					
31	Digouts (5% of Area)	990	SF		
32	Full Width Grind	19,800	SF		
33	Thin Overlay	120	Tons		
34	Protect/Adjust Utility Covers	1	Ea		
35	Curb Ramps	4	Ea		
36	Concrete Work	-			
37	- Sidewalk Replacement	100	SF		
Laurel Rd (Forest Dr to Say Rd)					
38	Digouts (5% of Area)	2,093	SF		
39	Full Width Grind	41,860	SF		
40	Thin Overlay	253	Tons		
41	Protect/Adjust Utility Covers	22	Ea		
Forest Dr (Mariposa Dr to Cliff Rd)					
42	Digouts (5% of Area)	1,960	SF		
43	Full Width Grind	39,200	SF		
44	Thin Overlay	237	Tons		
45	Protect/Adjust Utility Covers	8	Ea		
46	Speed Humps	2	Ea		
Grant Line St (Forest Dr to Provate property Limit)					
47	Digouts (5% of Area)	240	SF		
48	Full Width Grind	4,800	SF		
49	Thin Overlay	29	Tons		
50	Protect/Adjust Utility Covers	1	Ea		
Oakdale PI (N Ojai Rd to Mariposa Dr)					
51	Digouts (5% of Area)	508	SF		
52	Full Width Grind	10,150	SF		
53	Thin Overlay	61	Tons		
Manzanita Dr (Mariposa Dr to Grant Line St)					
54	Digouts (5% of Area)	1,782	SF		
55	Full Width Grind	35,640	SF		
56	Thin Overlay	215	Tons		
57	Protect/Adjust Utility Covers	2	Ea		

Fern Oaks Dr (N Ojai Rd to Grant Line St)					
58	Digouts (5% of Area)	1,985	SF		
59	Full Width Grind	39,700	SF		
60	Thin Overlay	240	Tons		
61	Protect/Adjust Utility Covers	14	Ea		
62	Speed Humps	1	Ea		
63	Remove 12" CMP	17	LF		
64	Remove 18" CMP	37	LF		
65	Abandon in Place 18" CMP	47	LF		
66	30" CIPP Rehabilitation	140	LF		
67	36" CIPP Rehabilitation	710	LF		
68	12" SDR35 Pipe	55	LF		
69	18" SDR35 Pipe	45	LF		
70	Pipe Junction Structure (12" PVC to 36" CIPP) Per SPPWC STD. 332-2	1	Ea		
71	Pipe Junction Structure (18" PVC to 36" CIPP) Per SPPWC STD. 332-2	1	Ea		
72	Stencil "No Dumping" Signs on Existing Catch Basins	4	Ea		
Holly Rd (Fern Oaks Dr to Woodland Dr)					
73	Digouts (5% of Area)	468	SF		
74	Full Width Grind	9,360	SF		
75	Thin Overlay	57	Tons		
76	Protect/Adjust Utility Covers	1	Ea		
Woodland Dr (Greenwood Dr to Cliff Dr)					
77	Digouts (5% of Area)	1,846	SF		
78	Full Width Grind	36,920	SF		
79	Thin Overlay	223	Tons		
80	Protect/Adjust Utility Covers	19	Ea		
81	Speed Humps	2	Ea		
Cliff Dr (Forest Dr to Say Rd)					
82	Digouts (5% of Area)	2,685	SF		
83	Full Width Grind	53,700	SF		
84	Thin Overlay	324	Tons		
85	Protect/Adjust Utility Covers	17	Ea		
86	Speed Humps	4	Ea		
Say Rd (N Ojai Rd to Cliff Dr)					
87	Digouts (5% of Area)	2,760	SF		
88	Full Width Grind	55,200	SF		
89	Thin Overlay	333	Tons		
90	Protect/Adjust Utility Covers	18	Ea		
91	Speed Humps	4	Ea		

Los Robles Dr (Greenwood Dr to Laurel Rd)					
92	Digouts (5% of Area)	540	SF		
93	Full Width Grind	10,800	SF		
94	Thin Overlay	65	Tons		
95	Protect/Adjust Utility Covers	2	Ea		
Greenwood Dr (N Ojai Rd to Woodland Dr)					
96	Digouts (5% of Area)	675	SF		
97	Full Width Grind	13,500	SF		
98	Thin Overlay	82	Tons		
99	Protect/Adjust Utility Covers	2	Ea		
McKevett Heights (McKevett Rd to Loma Vista Pl)					
100	Digouts (5% of Area)	1,517	SF		
101	Full Width Grind	30,330	SF		
102	Thin Overlay	528	Tons		
103	Protect/Adjust Utility Covers	4	Ea		
104	- Repair Asphalt Berm	45	LF		
105	- Adjust Drain Grate	1	Ea		
106	- 9" Curb and 24" Gutter Replacement	60	SF		
107	- 6" Curb and 24" Gutter Replacement	10	LF		
Teague Dr (Sixth St to McKevett Heights)					
108	Digouts (5% of Area)	650	SF		
109	Full Width Grind	13,000	SF		
110	Thin Overlay	226	Tons		
111	Protect/Adjust Utility Covers	4	Ea		
112	Concrete Work	-			
113	- 6" Curb and 24" Gutter Replacement	5	LF		
Steckel Dr (Harvard Blvd to Main St)					
114	Digouts (5% of Area)	2,600	SF		
115	Full Width Grind	52,000	SF		
116	Thin Overlay	314	Tons		
117	Protect/Adjust Utility Covers	20	Ea		
Cameron St (Main St to Santa Paula St)					
118	Digouts (5% of Area)	2,280	SF		
119	Full Width Grind	45,600	SF		
120	Thin Overlay	275	Tons		
121	Protect/Adjust Utility Covers	30	Ea		
122	Curb Ramps	2	Ea		

Center Ln (Walden St to N Peck Rd)					
123	Digouts (5% of Area)	1,203	SF		
124	Full Width Grind	24,050	SF		
125	Thin Overlay	145	Tons		
126	Protect/Adjust Utility Covers	5	Ea		
127	Curb Ramps	2	Ea		
Center Ln (Camerson St to Pamela Ln)					
128	Digouts (5% of Area)	2,708	SF		
129	Full Width Grind	54,160	SF		
130	Thin Overlay	327	Tons		
131	Protect/Adjust Utility Covers	2	Ea		
132	Curb Ramps	2	Ea		
Walden St (Santa Paula St to Peck Rd)					
133	Digouts (5% of Area)	1,620	SF		
134	Full Width Grind	32,400	SF		
135	Thin Overlay	196	Tons		
136	Protect/Adjust Utility Covers	7	Ea		
137	Curb Ramps	2	Ea		
Filmore St (Walden St to Peck Rd)					
138	Digouts (5% of Area)	1,250	SF		
139	Full Width Grind	25,000	SF		
140	Thin Overlay	151	Tons		
141	Protect/Adjust Utility Covers	2	Ea		
142	Speed Humps	2	Ea		
Peck Pl (Filmore St to End)					
143	Digouts (5% of Area)	463	SF		
144	Full Width Grind	9,250	SF		
145	Thin Overlay	56	Tons		
146	Protect/Adjust Utility Covers	3	Ea		
147	Curb Ramps	2	Ea		
City Parking Lots (Mill Park, PW Building at 866 E Main St and Davis St, & Harding Park)					
148	Digouts (5% of Area)	6,315	SF		
149	Full Width Grind	126,300	SF		
150	Thin Overlay	763	Tons		
151	Protect/Adjust Utility Covers	2	Ea		
				Total =	

TOTAL BASE BID AMOUNT: \$ _____

NOTE: Faxed bids are not acceptable. It shall be understood that bid comparisons will be based on the TOTAL BASE BID AMOUNT. Adjustment to the base bid is dependent on the City's review and acceptance of the alternate cost.

BY: _____ DATE: _____
Signature

TITLE: _____

BY: _____ DATE: _____
Signature

TITLE: _____

COMPANY NAME: _____

AMOUNT BOND: \$ _____

NOTE: Two (2) signatures are required for corporations.

INFORMATION REQUIRED OF BIDDER

1. Name: _____
Address: _____

Phone Number: () _____
Email Address: _____
2. Type of Firm: _____ Individual _____ Partnership _____ Corporation
3. Contractor's License Number: _____ Expires: _____
Classification: _____ Federal Tax Identification No. _____
Department of Industrial Relations (DIR) Number: _____
4. Names and Titles of all members of the firm:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
5. Number of years as a contractor in construction of the similar magnitude and character of the Work: _____

2026 CITYWIDE STREET MAINTENANCE PROJECT

INFORMATION REQUIRED OF BIDDER (Continued)

6. Five (5) project references similar to the magnitude and character of the Work (General Contractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1				
2				
3				
4				
5				

Three (3) project references similar to the magnitude and character of the Work (Bore and Jack Subcontractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1				
2				
3				

Three (3) project references similar to the magnitude and character of the Work (Manhole Lining Subcontractor):

Project No.	Contract Amount	Project Name	Date Completed	Owner Name, Address & Phone No.
1				
2				
3				

2026 CITYWIDE STREET MAINTENANCE PROJECT

INFORMATION REQUIRED OF BIDDER

(Continued)

7. Person who inspected the site of proposed Work for your firm:

Name: _____ Date of Inspection: _____

8. Note: If requested by the City, the bidder must furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. The representations made herein are made under penalty of perjury.

(Name) (Title)

2026 CITYWIDE STREET MAINTENANCE PROJECT

INFORMATION REQUIRED OF BIDDER

(Continued)

The Contractor bidding shall hereinafter list the subcontractor(s) who shall be the subcontractor(s) on the job for each particular trade or subdivision of the Work and shall state the firm name and principal location of the mill, shop, or office of each.

ACCOMPANYING THIS BID IS _____

(insert the words "bidder bond", "cashier's check", "certified check" or appropriate description of substitute security, as the case may be) in an amount equal to at least 10% of the total amount of bid payable to

CITY OF SANTA PAULA

The undersigned deposits the above-named security as a bid guarantee and agrees that it shall be forfeited to the City of Santa Paula in case this bid is accepted by the City of Santa Paula and the undersigned fails to execute a Contract with the City of Santa Paula as specified in the Contract Documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City of Santa Paula be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay the City of Santa Paula's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing bid as principals are as follows:

(NOTICE – If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

2026 CITYWIDE STREET MAINTENANCE PROJECT

INFORMATION REQUIRED OF BIDDER

(Continued)

The Contractor's license classification(s) required for this project are as follows:

These classifications are provided for information purposes only. The City of Santa Paula does not warrant that all classifications required for the project are listed.

It is the City's intent that the term "plans" shall mean the construction Contract Documents, which include both the drawings and the specifications.

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers (add pages if needed):

<u>Contractor's License No.</u>	<u>Expiration Date</u>

I state under penalty of perjury that all information submitted in this Bid is true and correct.

Signature(s) of Bidder:

Dated: _____, 20_____.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officers authorized to sign contracts on behalf of the corporation **two signatures are required**; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, its signature shall be placed above; if the bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorize representative of each venture.

2026 CITYWIDE STREET MAINTENANCE PROJECT

INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH BID]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance shall be deemed "primary" such that any other insurance that may be carried by the City shall be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer shall provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and shall comply with these insurance requirements if it is selected as the City's bidder. Failure to return this form may render the bidder's bid as non-responsive.

Date

Bidder

Name of the Company

Date

Bidder

Name of the Company

2026 CITYWIDE STREET MAINTENANCE PROJECT

NONCOLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that he/she is _____ of _____, foregoing bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Signature

Print Name

Print Name

Title

Title

State of California)
County of _____) ss.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

2026 CITYWIDE STREET MAINTENANCE PROJECT

BID BOND
(Only required when in lieu of Cashier's Check)

We, _____ as Principal, and
_____ as Surety, jointly and
severally, bind ourselves, our heirs, representatives, successors, and assigns, as set forth herein to the

CITY OF SANTA PAULA

for payment of the penal sum of _____

_____ Dollars (\$ _____),

Lawful money of the United States of America. Principal has submitted the accompanying bid for the construction of

2026 CITYWIDE STREET MAINTENANCE PROJECT

If the Principal is awarded the Contract and enters into a written Contract, in the form prescribed by the City of Santa Paula, at the price designated by its bid, and files two bonds with the City of Santa Paula, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City of Santa Paula from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City of Santa Paula is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the City of Santa Paula reasonable attorney's fees incurred with or without suit.

Executed on _____, 20____

PRINCIPAL _____

(Seal if Corporation)

By _____

Title _____

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form shall be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

2026 CITYWIDE STREET MAINTENANCE PROJECT

PUBLIC CONTRACT CODE Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

2026 CITYWIDE STREET MAINTENANCE PROJECT

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

2026 CITYWIDE STREET MAINTENANCE PROJECT

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above statement is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF SANTA PAULA AND**

This CONTRACT is entered into this _____ day of _____, 20____, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City") and _____ ("Contractor").

1. WORK.

- A. The Contractor shall provide all Work required by the Contract Documents ("Work"). The Contractor agrees to do additional Work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor shall furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. "Contract Documents" means the Notice Inviting Sealed Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed _____ Dollars (\$_____) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor shall fully complete the Work within _____ working days ("Contract Time").
- B. The Contract Time shall commence when the City issues a notice to proceed. The Contract Documents shall supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.

- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor shall complete the Work within the Contract Time.
 - E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.
- 4. **DISPUTES.** Disputes arising from this contract shall be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.
 - 5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City shall promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification shall be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.
 - 6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor shall provide the City with a Taxpayer Identification Number.
 - 7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, shall obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.
 - 8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but shall deliver all original materials to the City upon the City's written notice.
 - 9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.
 - 10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor shall act as an independent contractor and shall have control of all Work and the manner in which is it performed. The Contractor shall be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the Work or to exercise a measure of control over the Work means that the Contractor shall follow the direction of the City as to end results of the Work only.
 - 11. **AUDIT OF RECORDS.** The Contractor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor shall retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

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

The City

City of Santa Paula
City Hall
P.O. Box 569
Santa Paula, CA 93061

The Contractor

Any such written communications by mail shall be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein are for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
14. **INTERPRETATION.** This Contract was drafted in, and shall be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract shall be in Ventura County.
15. **BUSINESS LICENSE.** Unless waived in accordance with Santa Paula Municipal Code § 110.03(B), the Contractor and all sub-contractors must obtain a City Business License before executing this Contract.
16. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence shall be as follows:
- A. This Contract;
 - B. The Standard Specifications; and
 - C. Precedence of documents as determined in the Standard Specifications.
17. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract shall continue in full force and effect.
18. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.
19. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract shall be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

20. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
21. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
22. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

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

CITY OF SANTA PAULA

Dan Singer,
City Manager

ATTEST:

Julie Latshaw,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO CONTENT:

Christy Ramirez,
Finance Director

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

FAITHFUL PERFORMANCE BOND

Bond No.: _____

Bond Fee: _____

_____ ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SANTA PAULA ("CITY") in the sum of _____ dollars (\$ _____), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY shall apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **2026 CITYWIDE STREET MAINTENANCE PROJECT**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY shall apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

1. BOND CONDITIONS

- A. PRINCIPAL shall construct the public improvements identified in, **2026 CITYWIDE STREET MAINTENANCE PROJECT**, a copy of which is on file with CITY's Engineering Division ("Public Project"). Such performance shall be in accordance with CITY's plans and profiles (**CITY DRAWING FILE NO. if applicable**) No. _____ which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division. CITY has estimated the required amount of the bond as shown above.
- B. PRINCIPAL's Work on the Public Project shall be done in accordance with CITY's plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required Work within the time allowed, CITY may, at its sole discretion, because all required Work to be done and the parties executing the bond shall be firmly bound for the payment of all necessary costs therefore.
- C. PRINCIPAL shall guarantee its Work against any defective Work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.
- D. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Santa Paula Municipal Code ("SPMC").
- E. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **2026 CITYWIDE STREET MAINTENANCE PROJECT** or of the obligation to be performed shall in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.
- F. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - i. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

- ii. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and
- G. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation shall be void upon the acceptance of the performance by CITY; otherwise this obligation shall remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL'S PRESIDENT

SURETY'S PRESIDENT

PRINCIPAL'S SECRETARY

SURETY'S SECRETARY

PRINCIPAL'S MAILING ADDRESS:

SURETY'S MAILING ADDRESS:

NOTE: ALL signatures must be acknowledged by a notary public. Faithful Performance Bond must be certified by the County of Ventura Clerk. Return two (2) originals to City of Santa Paula Public Works Department.

LABOR AND MATERIALS BOND

Bond No. _____

Bond Fee: _____

_____, as principal ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SANTA PAULA ("CITY") in the sum of _____ dollars (\$ _____), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the Work contemplated in **2026 CITYWIDE STREET MAINTENANCE PROJECT** ("Public Project"), the public works contract executed for such Public Project, and for all Work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY shall apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

1. BOND CONDITIONS

- A. PRINCIPAL shall construct the public improvements identified in **2026 CITYWIDE STREET MAINTENANCE PROJECT**, and the public works contract executed for such Specifications, copies of which is on file with CITY's Public Works Department ("Public Project"). Such performance shall be in accordance with CITY's plans and profiles (CITY DRAWING FILE NO. If Applicable) No. _____ which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Public Works Department.
- B. PRINCIPAL shall pay all contractors, subcontractors, and persons renting equipment.
- C. PRINCIPAL shall pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and shall pay for all Work and labor thereon.
- D. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Santa Paula Municipal Code ("SPMC").
- E. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **2026 CITYWIDE STREET MAINTENANCE PROJECT** or of the obligation to be performed shall in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.
- F. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:
 - i. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

- ii. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
- G. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation shall be void upon the acceptance of the performance by CITY; otherwise this obligation shall remain in full force and effect.

SIIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: ALL signatures must be acknowledged by a notary public. Labor and Materials Bond must be certified by the County of Ventura Clerk. Return two (2) originals to City of Santa Paula Public Works Department

<u>ACORD</u>		CERTIFICATE OF LIABILITY INSURANCE		Date (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
		INSURERS AFFORDING COVERAGE		
INSURED		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ ☐ ECT ☐ LOC				EACH OCCURRENCE \$ Fire Damage (Any one time) \$ Med Exp (Any one person) \$ Personal & Adv Injury \$ General Aggregate \$ Products-Comp/Op AGG \$				
	AUTOMOBILE LIABILITY ☐ NON-OWNED AUTOS ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$				
	EXCESS LIABILITY ☐ OCCUR DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMIT \$ E.I. EACH ACCIDENT \$ E.I. DISEASE-EA \$ EMPLOYEE \$ E.I. DISEASE-POLICY LIMIT \$				
	OTHER								
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS									
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION					
CERTIFICATE HOLDER CITY OF SANTA PAULA PUBLIC WORKS DEPARTMENT P. O. BOX 569 SANTA PAULA, CA 93061-0569		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL ENDEAVOR TO MAIL * 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.							

COVERAGES
POLICY NUMBER:

BUSINESS AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS**

BUSINESS AUTO COVERAGE FORM

It is agreed that the "Who Is An Insured" provision is amended to include as an Insured the person or organization designated below as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to any Liability arising out of the operation of covered autos on the additional insured premises described below;
2. The Named Insured is authorized to act for such additional insured in all matters pertaining to this insurance, including receipt of notice of cancellation;
3. Return premium, if any, shall be paid to Named Insured;
4. Nothing contained herein shall affect any right of recovery as a claimant which the additional Insured would have if not designated as such.

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

POLICY NUMBER:

COMMERCIAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or
CONTRACTORS [Form B]

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**THE CITY OF SANTA PAULA, IT'S OFFICERS, OFFICIALS,
EMPLOYEES, AGENTS AND VOLUNTEERS**

SCHEDULE

Name of Person or Organization:

City of Santa Paula

Public Works Department
P.O. Box 569 / 93061
Santa Paula, CA 93060

(If no entry appears above, information required to complete this endorsement shall be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the Person or organization shown in the schedule, but only with respect to liability arising out of "your Work" for that insured by or for you.

Reproduction of Insurance Services Office, Inc. Form

INSURER: ISO FORM CG 20 10 22 85 : (MODIFIED)
POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
ENDORSEMENT No.: EXHIBIT 1-A

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement shall be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your Work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, agents & volunteers.
2. This insurance shall be **PRIMARY** as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's Scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Signature-Authorized Representative

Address

CG 20 10 11 85

Insurance Services Office, Inc. Form (Modified)

NOTICE OF AWARD

Date: _____

TO: _____

SUBJECT:

Dear _____,

Your Bid dated _____, 20____ was accepted by the City of Santa Paula (City) on _____, 20____, and you are the apparent lowest responsible Bidder for this Work. You have been conditionally awarded a contract for the above-named Work.

The Bid Price of your contract is \$ _____ (_____ Dollars and _____ Cents).

One copy of each of the Contract Documents accompanies this Notice of Award. You must comply with the following conditions precedent within 10 days of the date of this Notice of Award; that is, by: _____, 20____:

1. You must deliver to the City the original and duplicate original of the attached Public Works Contract. Each of the Public Works Contract must be signed.
2. You must deliver with the Public Works Contract the Faithful Performance Bond, the Labor and Materials Bond, and the insurance certificate and endorsement as specified in the Bidding Instructions and the General Provisions. The Faithful Performance Bond and the Labor and Materials Bond must be certified by the County of Ventura Clerk.
3. **The form of the insurance certificate must be the CITY OF SANTA PAULA INSURANCE CERTIFICATE or the ACCORD form. The endorsement must be endorsed exactly as specified in the General Provisions.**

Failure to comply with these conditions within the time specified shall entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Bond forfeited. The City will return to you one fully signed duplicate original of the Public Works Contract.

CITY OF SANTA PAULA

By: _____

Title: _____

Via: FEDEX next day delivery

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

Address: _____

Project: _____

Contract for: Contract # _____

You are hereby notified that the Contract Time under the above Contract shall start on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. The Contract Time is _____ working days after the start date specified above, or not later than _____, 20____.

The Contract Documents provide for an assessment of liquidated damages for each and every day after the above-established Contract Time that the Work remains incomplete.

CITY OF SANTA PAULA

By: _____

By: _____

City Clerk

Copy to Engineer
Use FEDEX, Next day delivery

EXAMPLE

CONTRACT CLAIM

Description of claim:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

112

**City of Santa Paula
Public Works Department**

CONTRACT CHANGE ORDER

PROJECT NAME: _____
PROJECT _____ CONTRACT
MANAGER: _____ NO. _____

Acct. No. _____

To: _____, Contractor

You are hereby directed to make the following changes to the plans and specifications for this contract.

CONTRACT CHANGE ORDER NO.

This modified design shall result in quantity adjustments to the following bid items:

<u>Bid Item</u>	<u>Description</u>	<u>Unit Price Bid (LF)</u>	<u>Bid Quantity (LF)</u>	<u>Modified Quantity</u>	<u>Increase (Decrease) in Cost</u>
---------------------	--------------------	--------------------------------	----------------------------------	------------------------------	--

\$

TOTAL \$

ORIGINAL CONTRACT PRICE	\$	_____
PREVIOUS CHANGE ORDERS	\$	_____
CURRENT CONTRACT PRICE	\$	_____
ESTIMATED LINE ITEM	\$	_____
ADJUSTMENT		_____
CHANGE ORDER NO.	\$	_____
ESTIMATED NEW CONTRACT PRICE	\$	_____
ADJUSTMENT OF WORKING DAYS		_____

The undersigned contractor has given careful consideration to the change proposed, including its effect on the other Work already contracted for, and hereby agrees, if this order is approved, that it shall provide all equipment, furnish all materials, and perform all services necessary for the Work above specified, and shall accept as full payment for all costs related in any way thereto the prices shown above including without limitation, costs for changes in sequence of Work, direct or indirect delays, disruption, inefficiency, rescheduling, and extended overhead and/or impacts, cumulative or otherwise.

RECOMMENDED BY:

ACCEPTED BY:

Dale Goodman,
Public Works Director

Date

Contractor Name
Company Name

Date

APPROVED BY:

Christy Ramirez,
Finance Director

Date

Dan Singer
City Manager

Date

COST SUMMARY

		(1) Contractor	(2) Subcontractor(s)	(3) Total
ACTUAL COSTS	1. Labor ¹			
	2. Materials and Consumable Items ²			
	3. Rental Charges ³			
	4. Other Items ⁴			
	5. Total Actual Costs (sum of lines 1-4)			
BOND/INSURANCE MARKUP ⁵	6. Insurance & Bonds (1% of line 5).			
CONTRACTOR MARKUP ⁵	7. Subcontractor (up to \$5000) (10% of line 5; col.2)			
	8. Subcontractor (more than \$5000) (5% of line 5; col. 2)			
	9. Contractor (20% of line 1; col. 2)			
	10. Contractor (15% of line 2; col.1)			
	17. Contractor (15% of line 3; col.1)			
	18. Contractor (15% of line 4; col.1)			
	Contractor Fee (Sum of lines 12-16)			
TOTAL	Additional Cost (Sum of lines 10, 11 & 17; col.4)			

1 Requires attached documentation re estimated number of hours and wages.

2 Requires attached documentation re proposed materials and unit costs.

3 Requires attached documentation re rental costs.

4 Requires attached documentation.

5 See § 3-3.2.3 of Special Provisions.

Recording Requested by
and When Recorded Mail To:
City Clerk, City Hall
P. O. Box 569
Santa Paula, CA 93061

NO FEE (GOVERNMENT CODE § 27383)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name:

Project No.:

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Santa Paula
3. The full address of the owner is: City Hall, 970 Ventura Street, Santa Paula, CA 93060
4. The nature of the interest of the owner is: Public street right-of-way
5. A Work of improvement on the property hereinafter described was field reviewed by the Engineer on _____. The Work done was: _____
6. On _____, the City of Santa Paula accepted the Work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such Work of improvement was:

8. The property on which said Work of improvement was completed is in the City of Santa Paula, County of Ventura, State of California, and is described as follows:
9. The street address of said property is: _____

Dated: _____

Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Santa Paula, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 20____ at Santa Paula, California.

City Engineer

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GENERAL PROVISIONS

STANDARD SPECIFICATIONS

0-1 GENERAL

Except as modified by these General Provisions and Special Provisions, the provisions of the Standard Specifications for Public Works Construction latest edition, supplements, and errata thereto, written and promulgated by Public Works Standards, Inc., and additions and amendments by the City of Santa Paula shall constitute the Standard Specifications for all Work on this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the General and Special Provisions of the Contract Documents is intended to correspond with the Standard Specifications numbering.

0-3 MODIFICATIONS

To the extent that the provisions of the Contract Documents conflict with the Standard Specifications, the Contract Documents take precedence.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

1-2 DEFINITIONS

Add the following provisions to Section 1-2, “Terms and Definitions,” of the Standard Specifications:

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Agency – The City of Santa Paula (hereinafter called, “City”)

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a bid for the Work contemplated, acting directly or through a duly authorized representative.

City Council – The body constituting the awarding authority of the City.

Compensable Delay – A delay entitling the Contractor to an adjustment of the contract sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) before the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

Standard Specifications – Standard Specifications for Public Works Construction, latest edition, supplements, and errata thereto, written and promulgated by Public Works Standards, Inc., and additions and amendments by the City of Santa Paula.

PCC – California Public Contract Code.

Prompt – The briefest interval of time required for a considered reply, including time required for approval of a governing body.

1-3 ABBREVIATIONS

1-3.3 INSTITUTIONS

Add the following abbreviations to Section 1-3.3, "Institutions," of the Standard Specifications:

AGC	Associated General Contractors of America
APWA	American Public Works Association
CITY	City of Santa Paula
STATE	State of California

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

Add the following provisions to Section 2-1, "Award and Execution of the Contract," of the Standard Specifications:

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the current construction schedule submitted by the Contractor, the City will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor's use.

2-1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Contract Documents and all copies furnished to or provided by the Contractor are the City's property and may not be used on other Work.

2-3 SUBCONTRACTS

Remove the provisions in Section 2-3.1, "General," of the Standard Specifications and replace with the following provisions:

2-3.1 GENERAL

Except as provided in PCC § 4100 et. seq., each Bidder shall file with its bid the name and location of the place of business of each subcontractor who shall perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specifically fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and specifications, in an amount in excess of one-half of one percent of the Contractor's bid. Only one subcontractor shall be listed for each portion of the Work, which portions shall be defined in the bid. In each instance, the nature and extent of the Work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the Work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it shall perform that portion itself.

The Contractor must have the City Council's written consent to substitute a subcontractor other than that designated in the bid to permit any subcontractor to be assigned, or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of Work for which no subcontractor was designated in the bid, and which is more than one-half of one percent of the Work, shall be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions shall be considered a breach of the contract, and the City may terminate the Contractor's control of the Work, cancel the contract, or assess the Contractor a penalty of not more than ten percent of the subcontract involved.

All persons engaged in the Work, including subcontractors and its employees shall be considered as employees of the Contractor. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination

of all portions of the Work. The City shall deal directly with and make all payments to the Contractor.

When subcontracted Work is not being prosecuted in a satisfactory manner, the Contractor will be notified by the Engineer to take corrective action. The Engineer may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Engineer, the subcontractor shall be removed immediately from the Work. That subcontractor shall not again be employed on the Work.

2-4 CONTRACT BONDS

Add the following provisions to Section 2-4, "Contract Bonds," of the Standard Specifications:

The Faithful Performance Bond and the Labor and Materials Bond must be paid and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by Section 6-8.1.

2-5 PLANS AND SPECIFICATIONS

Remove the provisions in Section 2-5.1, "General," of the Standard Specifications and replace with following provisions:

2-5.1 GENERAL

The Contractor shall maintain the following at the Work site:

1. One as-built copy of the Plans and specifications in good order and marked to record current changes and selections made during construction;
2. Engineer-accepted construction schedule;
3. Engineer-approved submittals; and
4. Permits.

The Contract Documents shall govern the Work. Anything in the specifications and not on the Plans, or on the Plans and not in the specifications, shall be as though shown or mentioned in both.

Payment for any items on the Plans for which there is no specific bid item shall be included in the various items of Work or in any item to which it is appurtenant.

If the Contractor performs any Work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Engineer, the Contractor shall be responsible for the

resulting losses, including, without limitation, the costs of correcting defective Work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

Add the following provisions to Section 2-5.2, "Precedence of the Contract Documents," of the Standard Specifications:

As the figured dimensions shown on the Plans and in the specifications of the Contract may not in every case agree with called dimensions, the figured dimensions shall be followed in preference to the scaled dimensions and Plans to a large scale shall be followed in preference to the Plans to a small scale. Should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.

2-5.4 ACCURACY OF PLANS AND SPECIFICATIONS

Add the following provisions to Section 2-5, "Plans and Specifications," of the Standard Specifications:

2-5.4 Accuracy of Plans and Specifications. Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work shall be shown on the Plans or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by the City and shall promptly report in writing to the Engineer any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor shall take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to the Engineer.

2-8 RIGHT-OF-WAY

Add the following provisions to Section 2-8, "Right of Way," of the Standard Specifications:

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary Work areas and facilities, the Contractor shall provide the City with proof that the additional Work areas or facilities have been left in a condition satisfactory to the owner(s) of said Work areas or facilities before acceptance of the Work.

2-9 SURVEYING

Remove the provisions in Section 2-9.2, "Survey Service," and replace with the following provisions:

2-9.2 SURVEY SERVICE

2-9.2.1 CONSTRUCTION SURVEYING

The Contractor shall provide for all construction surveying required to layout, monitor and complete the Work. The surveying shall be performed by a land surveyor or civil engineer who is licensed in the State of California and authorized to practice land surveying.

The Contractor shall establish all necessary control lines based on the Plans and record information on file with the County of Ventura Surveyor and the Engineer.

It is the responsibility of the Contractor to protect the survey control as shown on the Plans. If the survey control is destroyed or disturbed during construction, the Contractor shall provide for resetting them and file appropriate documents with the County of Ventura at the direction of the Engineer.

Computations, survey notes, and other data used to accomplish the Work shall be neat, legible and accurate. Copies of all computations, survey notes, and other data (electronic format may be required) shall be furnished to the Engineer before beginning Work that requires their use.

Full compensation for any necessary construction surveying required shall be considered as included in the prices paid for the various items of Work and no additional compensation will be allowed therefor.

SECTION 3 – CHANGES IN WORK

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Remove the second paragraph in Section 3-3.2.2.3, “Tool and Equipment Rental,” of the Standard Specifications and replace with the following paragraph:

Regardless of ownership, the rates to be used in determining the equipment usage costs shall not exceed those listed for the same or similar equipment in the California Department of Transportation Labor Surcharge and Equipment Rental Rates effective for the period of usage.

3-3.2.3 MARKUP

Remove the provisions in Section 3-3.2.3, “Markup,” of the Standard Specifications and replace with the following provisions:

- (a) Work by Contractor. The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead and profits.

1) Labor	20
2) Material	15
3) Equipment.....	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding. No other formula, e.g., the Eichleay or other method, may be used to calculate daily damages for office overhead, profit, or other purported loss.

- (b) Work by Subcontractors. When all or any part of the extra work is performed by a subcontractor, the markup established in Section 3-3.2.3(a) above shall be applied to the subcontractor’s actual cost of such Work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on the Work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following provisions to Section 3-3.3, “Daily Reports,” of the Standard Specifications:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the claims procedure. Daily reports required by this subsection must be made part of the claim as supporting data for the claim.

CHANGED CONDITIONS

Remove the provisions in Section 3-4, "Changed Conditions," of the Standard Specifications and replace with the following provisions:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor shall immediately notify the Engineer in writing of such changed conditions (upon discovery and before disturbing such changed conditions), as provided in Section 6-11, so that the Engineer can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding the thirty (30) day time period set forth in Section 6-11.3, the Contractor is liable to the City for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents.
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character being performed; and
3. Material differing from what is represented in the Contract Documents which the Contractor believes is hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II or III disposal site in accordance with applicable law.

The Engineer will promptly investigate conditions that appear to be changed conditions. The Engineer's decision, and any dispute regarding that decision, will be made in accordance with Section 6-11 except that the Engineer will render a decision promptly.

Any information provided by the City is subject to the following provisions:

1. The information is made available for the Bidder's convenience and is not a part of the Contract Documents.
2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.
3. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or

interpretation shall not be the basis of any claim against the City.

3-5 DISPUTED WORK

Remove the provisions in Section 3-5, "Disputed Work," of the Standard Specifications and replace with the following provisions:

If the Contractor and the City do not reach agreement on disputed Work, the City may direct the Contractor to proceed with the Work. Any payment for the disputed Work shall be determined pursuant to the claims procedures in these Special Provisions. Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed Work as required by the Contract Documents.

SECTION 4 – CONTROL OF MATERIALS

4-1.3 INSPECTION REQUIREMENTS

Remove the provisions in Section 4-1.3, "Inspection Requirements," of the Standard Specifications and replace with the following provisions:

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer of the producer, certifying compliance with the contract documents shall be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and polyvinyl chloride (PVC) sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items shall be inspected and tested in accordance with the Contract Documents.

4-1.3.2 INSPECTION BY THE AGENCY

The City does not provide full time inspection. The Contractor shall provide 24-hour minimum notice for each inspection required by the Work unless other arrangements have been agreed upon, in writing, with the Engineer. Any inspection required outside of normal working hours and days, including holidays, shall be at the Contractor's cost at rates established by the City.

4-1.3.3 INSPECTION OF MATERIALS NOT PRODUCED LOCALLY

Contractor purchased materials, fabricated items, and equipment, produced at sources located more than 50 miles outside the corporate limits of the City, and which are specified to be inspected in the Contract Documents, shall be inspected by inspectors or testing laboratories arranged for and paid for by City. Report of such inspection must be submitted to the City. If any item inspected fails to meet the specified criteria, the Contractor shall pay all costs for re-inspection, and such costs may be deducted from payments due to the Contractor.

SECTION 5 – UTILITIES

5-2 PROTECTION

Add the following provisions to Section 5-2, "Protection," of the Standard Specifications:

5-2.1 INCORRECT LOCATION OF UTILITIES

If the Contractor, while performing the Work, discovers utility facilities not identified correctly or not shown in the Plans or specifications by the City, the Contractor shall immediately notify the Engineer and utility owner in writing.

5-4 RELOCATION

Add the following provisions to Section 5-4, "Relocation," of the Standard Specifications:

5-4.1 RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The City will be responsible to arrange for the removal, repair, or relocation of existing utilities located within the project limits if such utilities are not correctly identified in the Plans or specifications. The City will have the sole discretion to perform repairs or relocation Work or permit the Contractor to do such repairs or relocation.

5-5 DELAYS

Add the following provisions to Section 5-5, "Delays," of the Standard Specifications:

Actual loss, as used in this section, shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by Section 5-5.1 elsewhere in these specifications and no markup shall be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls shall be paid for as extra work.

5-5.1 CALCULATING IDLE TIME

Equipment idle time shall be calculated in accordance with Section 3-3.2.2, "Basis for Establishing Costs," elsewhere in these specifications and based upon the actual normal working time during which the delay condition exists, but in no case shall exceed 8 hours in any one day. The days for which compensation shall be paid shall be the days during the existence of the delay excluding Saturdays, Sundays, and legal holidays.

Worker idle time shall be calculated in accordance with Section 3-3.2.2.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Add the following provisions to Section 6-1.1, "Construction Schedule," of the Standard Specifications:

6-1.1 PRECONSTRUCTION MEETING

After the Notice of Award is issued, the City will arrange for a preconstruction meeting to discuss the construction of the project. The City will invite the Contractor, utility companies, and other interested parties as needed. The Contractor shall arrange for all of its first-tier subcontractors to attend the preconstruction.

6-1.2 CONTENT OF CONSTRUCTION SCHEDULE

The construction schedule and any updated construction schedule must meet the following requirements:

1. Schedules must be suitable for monitoring progress of the Work.
2. Schedules must provide necessary data of time for the Engineer's decisions.

3. Schedules must be detailed to demonstrate adequate planning for the Work.
4. Schedules must represent a plan to complete the Work within the Contract Time.
5. Schedules must show the critical path method for completing the Work.
6. See additional requirements in Specification Section 901.

The Engineer's review of the form and general content of the construction schedule and any updated construction schedule is only for the purpose of determining if the aforementioned listed requirements.

6-1.3 EFFECT OF CONSTRUCTION SCHEDULE

The construction schedule and updates shall represent a practical plan to complete the Work within the Contract Time. Extension of the construction schedule beyond the Contract Time will not be approved. A construction schedule showing the Work completed in less than the Contract Time may be acceptable if determined by the Engineer to be practical. Acceptance of such a schedule by the Engineer will not change the Contract Time. The Contract Time, not the construction schedule, shall control in determining liquidated damages payable by the Contractor and in determining any delay.

If a construction schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for excusable delays or compensable delays or to adjustments of the contract sum for compensable delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted construction schedule. The Contractor shall continuously obtain from its subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate and integrate such information and data into an updated construction schedule, and shall monitor the progress of the Work and the delivery of equipment. The Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of its subcontractors. The Contractor shall cooperate with the Engineer in developing the construction schedule.

The Engineer's review and comments about the construction schedule or scheduling data shall not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments about the construction schedule shall not transfer responsibility to the Engineer or the City nor imply their agreement with: (1)

any assumption upon which such schedule is based, or (2) any matter underlying or contained in such construction schedule.

The Engineer's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, its subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the construction schedule shall not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the contract sum.

The Contractor shall perform the Work in accordance with the Engineer-accepted construction schedule.

6-1.4 COMMENCEMENT OF CONTRACT TIME

The Contract Time shall commence when the City issues the Notice to Proceed. The Work shall start on the date specified in the Notice to Proceed and within fifteen (15) days after that date and be diligently prosecuted to completion with the time provided in the specifications.

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT

Remove the provisions in Section 6-4, "Termination of the Contract for Default," of the Standard Specifications and replace with the following provisions:

6-4.1 GENERAL

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 and at such locations as specified, or fail to maintain the Work schedule as determined by the Engineer-accepted construction schedule which shall ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City will serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

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 Contract Unit Prices or lump sums bid and 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:

1. Serve written notice upon the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract. In such event the Surety shall, within five (5) days, assume control and perform the Work as successor to the Contractor;
2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
3. 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.

6-4.3 SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished Work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five (5) days of completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the City under applicable law.

6-6 DELAYS AND EXTENSIONS OF TIME

Remove the provisions in Section 6-6, "Delays and Extensions of Time," of the Standard Specifications and replace with the following provisions:6-6.1

6-6.1 GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays shall entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole shall not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

Should delays be caused by events other than those included herein, the Engineer may deem an extension of time to be in the City's best interests.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time shall be based upon the effect of delays to the critical path of the Work as determined by the Engineer-accepted construction schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay shall be based upon actual costs as set forth in Section 5-5 elsewhere in these specifications excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it shall give the Engineer written notice of such request not later than the time limit set forth in the Bid for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time shall result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time must be in the form required by Section 6-11 elsewhere in these specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7 TIME OF COMPLETION

Add the following provisions to Section 6-7, "Time of Completion," of the Standard Specifications:

6-7.2 WORKING HOURS

The Contractor's activities shall be between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. The Contractor must post notice at all entrances to the construction site listing the noise limitations on construction set forth in said code. Such notice must be titled in letters at least one inch in height and be placed at least five feet above ground level. (Santa Paula Municipal Code § 93.23).

6-7.4 NIGHT WORK

The City will not permit the Work at night after 6:00 p.m. unless specifically provided for in the Contract Documents or the Contractor receives written approval from the Engineer.

6-7.5 WEEKEND AND HOLIDAY WORK

The Engineer may allow the Contractor to work on Saturdays, Sundays, and City holidays.

6-8 COMPLETION AND ACCEPTANCE

Remove the provisions in Section 6-8, "Completion, Acceptance, and Warranty," of the Standard Specifications and replace with the following provisions:

The Work will be inspected by the Engineer for acceptance upon the Engineer receiving the Contractor's written assertion that the Work is complete.

If determined by the Engineer that the Work is complete and is ready for acceptance, the Engineer will accept the Work on behalf of the City in the manner prescribed by the City. The Engineer will recommend approval of the Notice of Completion to the City Council. The recorded date of the Notice of Completion by the County of Ventura Recorder will be the date when the Contractor is relieved from responsibility to protect the Work.

All Work shall be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the recorded date of the Notice of Completion. The Contractor shall replace or repair any such defective Work in a manner satisfactory to the City, after notice to do so from the City, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this Work and the Contractor's sureties shall be liable for the cost thereof.

6-8.1 GENERAL GUARANTY

The Contractor shall remedy any defects in the Work and pay for any damage to the Work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the Work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Remove the provisions in Section 6-9, "Liquidated Damages," of the Standard Specifications and replace with the following provisions:

6-9.1 FAILURE TO COMPLETE WORK ON TIME

If all the Work called for under the Contract is not completed before or upon the expiration of the Contract Time, the City will sustain damage. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor shall pay to the City the sum specified in the Bid for each and every day beyond the time prescribed to complete the Work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the Contract.

Damage for avoidable delays is in the amount of \$1000.00 for each consecutive day in excess of the Contract Time for completion of the Work.

6-11 DISPUTES AND CLAIMS PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City and its agents or employees. "Claim" does not mean, and the claims procedures herein do not apply, to the following:

1. Claim in respects to penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
2. Claim in respects to personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
3. Claim in respects to a latent defect, breach of warranty, or guarantee to repair.
4. Claim in respect to stop notices.

If a Claim is subject to the contract change order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the contract change order procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim must include the following:

1. A statement that it is a Claim and a request for a decision.
2. A detailed description of the act, error, omission, unforeseen conditions, event, or other condition giving rise to the Claim.
3. If the Claim is subject to the contract change order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

- a) If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - b) To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
 - c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record shall be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the Engineer's request, claimed extra costs may be subject to further verification procedures such as having an inspector verify the performance of alleged extra work on a daily basis.
- 5. If the Claim involves an error or omission in the Contract Documents:
 - a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
 - b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.
- 6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.
- 7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.
- 8. A personal certification from the Contractor that reads as follows:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME), DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE

CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET. SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES.'

6-11.3 CLAIMS SUBMITTED TO ENGINEER

Within 30 days after the circumstances giving rise to a Claim occur, the Contractor shall submit its Claim to the Engineer for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Engineer, the Contractor shall not cause any delay, cessation, or termination of the Work, but shall diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the City will continue to make payments in accordance with the Contract Documents.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these specifications is an express condition precedent to the Contractor's right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these specifications, including the time limits set forth herein, it shall waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

The Engineer will promptly review Claims submitted by the Contractor in accordance with these specifications. Should the Engineer require additional supporting evidence to evaluate the claim, the Engineer will request in writing such additional information. Any such requested data will be furnished not later than ten (10) days after the Contractor receives the Engineer's request.

The Engineer will render a decision not later than sixty (60) days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Engineer does not render a decision within the time period established herein, then the Claim will be deemed denied. The Engineer's decision shall be final and binding unless appealed in accordance with these specifications.

The Engineer's decision on a Claim will include a statement substantially as follows:

“This is a decision pursuant to the specifications of your contract. If you are dissatisfied with the decision and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within thirty (30) days of the date of this decision, the decision shall become final and binding and not subject to further appeal.”

6-11.6 APPEAL OF ENGINEER’S DECISION

Should the Contractor dispute the Engineer’s decision, then the Contractor must appeal that decision to the Public Works Director within thirty (30) days of receiving the Engineer’s decision.

The Public Works Director will address disputes or claims within thirty (30) days after receiving such request and all necessary supporting data. The Public Works Director’s decision on the dispute or claim shall be the City’s final decision.

If the Contractor disputes the Public Works Director’s decision, then the Contractor must demand alternative dispute resolution in accordance with this section and the PCC within thirty (30) days of the City’s final decision.

6-11.7 MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation shall be administered by the American Arbitration Association (“AAA”) under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation shall not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation shall be considered a waiver of the City’s right to assert that claim procedures were not followed.

6-11.8 ARBITRATION

If the City and Contractor do not agree to mediation, then a dispute shall be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration shall be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration shall be in the county of Ventura.

The expenses and fees of the arbitrators and the administrative fees, if any, shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9 WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator shall become binding upon the parties unless appealed to the Ventura County Superior Court pursuant to PCC § 10240.12 within thirty (30) days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the non-appealing party, then the party appealing the arbitration shall pay the non-appealing party's attorney's fees and court costs.

6-11.10 APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Ventura County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court shall apply the substantial evidence standard of review when considering the appeal of an objecting party.

BY EXECUTING THESE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO HAVE DISPUTES OR CONTROVERSY CONCERNING THE CONSTRUCTION, INTERPRETATION, PERFORMANCE, OR BREACH OF THESE CONTRACT DOCUMENTS, INCLUDING CLAIMS FOR BREACH OF CONTRACT OR ISSUES OF BAD FAITH DECIDED IN ACCORDANCE WITH THIS SECTION 6-11. BOTH THE CITY AND THE CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7.2.2 PREVAILING WAGES

The following provisions are added to Section 7-2.2, "Prevailing Wages," of the Standard Specifications:

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It shall be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. Copies of these rates of wages are available from the State of California Department of Industrial Relations Prevailing Wage Unit,

Telephone No. (415) 703-4774. The website for this agency is currently located at www.dir.ca.gov.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

Labor Code § 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate shall also fix the ratio of apprentices to journeymen that shall be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90-days before the request for certificate, or
- b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- d) When the Contractor provides evidence that the Contractor employs registered apprentices on all of its contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor shall comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.3 PAYROLL RECORDS

The following provisions are added to Section 7-2.3, "Payroll Records," of the Standard Specifications:

The Contractor shall comply with all applicable provisions of § 16100 of Title 8 of the California Code of Regulations, which require the contractor to keep accurate records of Work performed as provided in Labor Code Section 1812, to allow Owner to inspect Contractor's certified payroll records pursuant to Labor Code §§ 1776 and 16400(e) of Title 8 of the California Code of Regulations, and to comply with all requirements imposed by law. All certified payroll records shall be submitted at least bi-weekly to the Department of Labor Standards Enforcement website: <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>. The Contractor shall register at the website to submit certified payroll records. The Owner reserves the right to withhold progress payments until all proper certified payroll records have been entered and verified. The Contractor shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7-2.4 RECORD OF WAGES PAID: INSPECTION

The Contractor and subcontractor shall keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the City, the Contractor shall provide copies of the records at its cost.

7-3 LIABILITY INSURANCE

Remove the provisions in Section 7-3, "Liability Insurance," of the Standard Specifications and replace with the following provisions:

7-3.1 GENERAL

Contractor must procure and maintain for the duration of the contract the following insurance coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

COVERAGE PER OCCURRENCE	ISO FORM	COMBINED SINGLE LIMIT
Comprehensive General Liability	GL 00 02 01 85 or 88	\$2,000,000
Business Auto	CA 00 01 01 87	\$2,000,000
Worker's Compensation		Statutory

Contractor shall provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence shall include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy shall be endorsed such that the general aggregate limit shall apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies shall contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers shall be covered as insureds, as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKER'S COMPENSATION:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party,

reduced in coverage or in limits except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

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

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon a 10-day notification for non-payment of premium.

The Contractor shall provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance shall be on an occurrence basis. Insurance on a claims made basis shall be rejected. Any deductibles or self-insured retentions shall be declared to and approved by the City. The insurer shall provide an endorsement to the City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, the Contractor shall furnish to the City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements must be supplied on ISO Form No. GC 20 10 11 85, or equivalent. Certificate/endorsement for Workers compensation Insurance shall be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein shall be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies shall meet the requirements of California law.

All subcontractors employed on the Work referred to in this contract shall meet the insurance requirements set forth for the Contractor. The Contractor shall furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor shall furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Section 6-10, the Contractor shall save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing Work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City shall not be

liable for any accident, loss or damage to the Work before its completion and acceptance, except as provided in Section 6-10.

The cost of such insurance shall be included in the various items of Work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverages needed to meet these requirements shall be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, the Contractor agrees that the City may arrange for insurance coverage as specified, and the Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. The Contractor will not be allowed to Work until alternate coverage is arranged.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

7-3.2 INDEMNIFICATION AND DEFENSE

In addition to the provisions of Section 7-3 of the Standard Specifications as between the City and the Contractor, the Contractor shall take and assume all responsibility for the Work as stated herein or shown on the Plans.

The Contractor shall bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the Work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor shall assume the defense of and indemnify and save harmless the City, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract or Work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the Work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this section or in Section 7-3 of the Standard Specifications shall require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this section or in Section 7-3 of the Standard Specifications shall apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reasons of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Section 7-3 of the Standard Specifications. This hold harmless agreement by the Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of the Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any Plans, in releasing any bond, in inspecting or accepting any Work, or of any other nature, shall in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability it might otherwise have.

7-5 PERMITS

Add the following provisions to Section 7-5, "Permits," of the Standard Specifications:

The Contractor shall apply for permits required by the City Community Development Department. These permits shall be issued on a "no-fee" basis. However, the Contractor shall pay for and obtain all other permits from other governmental and utility agencies necessitated by its operations.

All bonding fees, overweight and oversized vehicle permit fees, inspection permit fees, or other fees charged or required for such permits shall be paid for by the Contractor. These costs shall be included in the bid item provided. If no bid item is included, these costs shall be included in the various items of Work, and no additional payment shall be allowed therefor.

7-8.1 GENERAL

Add the following provisions to Section 7-8.1, "General," of the Standard Specifications:

For trenching within streets and for which total trenching is in excess of 500 feet, the Contractor shall sweep the worksite at a minimum of once daily.

7-8.2 AIR POLLUTION CONTROL

Add the following provisions to Section 7-8.2, "Water Pollution Control," of the Standard Specifications:

The Contractor shall apply water or a dust palliative to control dust. Water for dust control shall not be from ground water or watercourse (river, creek, etc.) sources. At the option of the Contractor, a temporary fire hydrant meter may be obtained from the Public Works Department office. The Contractor will be responsible for paying all applicable permit and processing fees.

GENERAL

Add the following provisions to Section 7-8.6.1, "General," of the Standard Specifications after the first paragraph:

- f) Storm water or construction-generated water containing sediment such as construction waste, soil, slurry from portland cement concrete and asphalt concrete saw cutting operations, clean-up from ready mix concrete mixers, or other pollutants from construction sites and parking areas shall be controlled on site and shall not be permitted to enter the storm drain system.
- g) Temporary sediment control systems shall be used to trap sediment so that only filtered water enters the City storm drain system. Maintenance of the temporary sediment control system and disposal of sediment shall be the responsibility of the Contractor.
- h) Discharge of wash water from ready mix concrete mixers on to ground areas or subgrade areas designated for new concrete construction is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- i) Plastic or other impervious covering and temporary erosion and sediment control devices shall be installed on exposed soils and stockpiles.
- j) Excavated soil stored on the site shall be covered in a manner that eliminates or minimizes the amount of sediments running into the storm drain system, street, or adjoining properties.
- k) No washing of construction or other industrial vehicles and equipment shall be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), the Contractor shall keep at the construction site sufficient materials and labor to install temporary sediment control systems and other storm water pollution prevention control measures. These control measures shall be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.
- l) All costs associated with storm water pollution control shall be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm water contamination resulting from the Contractor's failure to implement storm water pollution prevention control measures shall be charged to the Contractor.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following provisions to Section 7-9, "Protection and Restoration of Existing Improvements," of the Standard Specifications:

Where existing traffic control facilities are damaged, temporarily removed, or relocated by the Contractor's operations, such traffic control facilities shall also be considered as existing improvements and the Contractor shall replace such improvements. The term traffic control facilities shall mean markers; delineators; railings; barriers; traffic stripes; pavement and curb markings; pavement markers; and street lights and traffic signals and the appurtenant electrical systems.

Relocations, repairs, replacements, or re-establishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

7-10.1 ACCESS

Add the following provisions to Section 7-10.1, "Access," of the Standard Specifications:

Unless otherwise specified, all traffic control shall be performed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and California Supplement to the MUTCD herein after referred as MUTCD latest edition, published by the Building News, 990 Park Center Drive, Suite E Vista, CA 92081-8352, telephone 1-888-BNI-BOOK.

7-10.1.1 GENERAL

Add the following provisions to Section 7-10.1.1, "General," of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway shall be allowed except as permitted by the Engineer.

At least one 12-feet wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed. All Work requiring that a lane be closed, or a lane be moved right or left shall be noticed to the traveling public by use of arrow boards. Arrow board shall be Type B conforming to the State of California Department of Transportation Manual on Uniform Traffic Control Devices, latest edition.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-feet wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be 5 feet. Pedestrians and vehicles shall be

protected from all excavations, material storage, and/or obstructions by the placement of a minimum of two lighted barricades at each location, one (1) at each end of the obstruction or excavation, which shall have flashing lights during darkness. Barricade shall be Type 1 or Type 2 per Section 6F.68 and lights shall be Type A per Section 6F.83 of the MUTCD.

7-10.2.1 GENERAL

Add the following provisions to Section 7-10.2.1, "General," of the Standard Specifications:

Street closures shall not be allowed except as specifically permitted by the Engineer.

The Contractor shall prepare traffic control plans or detour plans that may be required as directed by the Engineer.

Temporary traffic channelization shall be accomplished with barricades or delineators. Temporary striping shall not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any Plans that may be required for temporary striping to the satisfaction of the Engineer. In no event shall temporary striping be allowed on finish pavement surfaces, which are to remain.

Where access to driveway or street crossings need to be maintained, a 1-1/4 inches minimum thick steel plating shall be used to bridge the trench. All steel plating shall have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas shall be secured by welding at the discretion of the Engineer.

7-10.5.1 GENERAL

Add the following provisions to Section 7-10.5.1, "General," of the Standard Specifications:

It is required of the Contract for the Contractor to make provisions to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work or partially removed facilities. Unusual conditions may arise during the Work which shall require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of Work under the Contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the Engineer will provide suitable protection to said interests by causing such Work to be done and material to be furnished as, in the opinion of the Engineer, deem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs shall be deducted from the progress payments and the final payment due to the Contractor. Such remedial measures by the City shall not relieve the Contractor from full responsibility for public safety.

7-15

HAZARDOUS MATERIAL

Add the following provisions to Section 7, "Responsibilities of the Contractor," of the Standard Specifications:

For any excavation, which extends more than 4-feet below existing grade, the Contractor shall promptly, and before the conditions are disturbed, notify the Engineer, in writing, of: 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) subsurface or latent physical conditions at the site differing from those indicated; or 3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

After receiving notice from the Contractor, the Engineer will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the City and the Contractor with regard to such conditions including, without limitation, the procedures for procuring change orders and filing claims shall be in accordance with of Section 3-4, "Changed Conditions," of the Standard Specifications.

If a dispute arises between the City and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the Work, the Contractor shall not be excused from an scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain all rights provided by Subsection 3-5, "Disputed Work," of the Standard Specifications.

If the Engineer determines that material called to the its attention by the Contractor is hazardous waste, or if the Engineer otherwise discovers the existence of hazardous waste, the Contractor shall be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the Engineer, subject to the provisions of Section 3, "Changes in Work," of the Standard Specifications.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

Add the following provisions to Section 8, "Facilities for Agency Personnel," of the Standard Specifications:

8-1.1 CITY FACILITIES

The Contractor shall provide access to City-owned or -operated facilities at all times. Attention is directed to Section 7-10.1, "Access," of the Standard Specifications.

SECTION 9 – MEASUREMENT AND PAYMENT

9-2 LUMP SUM WORK

Remove the provisions in Section 9-2, "Lump Sum Work," of the Standard Specifications and replace with the following provisions:

Items for which quantities are indicated as "Lump Sum", "LS", or "Job" shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of Work, complete, in place, and for all necessary appurtenant Work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean-up of site.

The Contractor shall furnish three (3) copies of a detailed schedule, which breaks down the lump sum Work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy Engineer that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Engineer as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component.

This schedule shall be the basis for progress payments for the lump sum Work.

PARTIAL AND FINAL PAYMENTS

Remove the provisions in Section 9-3.2, "Partial and Final Payment," of the Standard Specifications and replace with the following provisions:

The closure date for the purpose of making partial progress payments shall be the last working day of each month. The Contractor shall prepare the partial payment invoice with measurement of the Work performed through the closure date and submit it to the Engineer for approval.

When Work is complete, the Contractor shall determine the final quantities of the Work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It shall take a minimum of thirty-five (35) days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments shall be withheld pending receipt of any outstanding reports required by the Contract Documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment shall not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention shall be deducted from all progress payments. The Contractor shall make a payment request for the retained amount, for approval by the City, upon field acceptance of the Work by the Engineer. Upon field acceptance and receipt of the final as-built Plans and any other reports or documents required to be provided by the Contractor, the Engineer shall process a recommendation to the City Council for acceptance of the Work. Not less than thirty-five (35) days from the City Council acceptance of the Work, the Contractor's final payment shall be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, subcontractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount shall be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or State or Federal chartered bank, as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election shall be at the Contractor's own expense and

shall include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, shall be contingent upon the Contractor submitting, in addition to any additional documents, an updated construction schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Construction schedule shall result in the City withholding partial payment, without liability to the City, until such an acceptable updated Construction schedule is submitted. Nothing herein shall allow the Contractor to suspend or slow progress of the Work.

9-3.3 DELIVERED MATERIALS

Replace the provisions in Section 9-3.3, "Delivered Materials," of the Standard Specifications with the following provisions:

Materials and equipment delivered or shored, but not incorporated into the Work, shall not be approved for progress payments, with the exception that the Contractor may request payment for the PVC pipe materials that have been delivered to the Contractor's staging site. The Contractor may include a reasonable percent of the relevant Bid Item based on the cost of the materials in their progress payment request(s). Materials shall be subject to inspection before payment is released..

**SPECIAL
PROVISIONS
PART I –
Technical
Specifications**

CITY OF SANTA PAULA
Ventura County, California
2026 CITYWIDE STREET MAINTENANCE PROJECT

SPECIAL PROVISIONS
PART I – TECHNICAL SPECIFICATIONS

SECTION 900 SPECIAL PROVISIONS

900-1 GENERAL

The Standard Specifications for all work on this project are the specifications entitled *Standard Specifications for Public Works Construction (SSWPC)*, latest edition and supplements thereto, as written and promulgated by Public Works Standards, Inc. and per additions and amendments to the Standard Specifications per the City of Santa Paula and these Technical Specifications.

The Standard Specifications for pavement markings, asphalt concrete and other bituminous materials, and appurtenant work not covered by the SSPWC are the Specifications entitled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, and the *Standard Plans, State of California, California State Transportation Agency, Department of Transportation*, latest edition of each, and per additions and amendments per the City of Santa Paula, these Technical Specifications, and the project Plans.

These Specifications are intended to govern all aspects of the appurtenant construction including, but not limited to, materials, methods, and details, except as modified herein or as inconsistent with the provisions hereof.

Any reference made in the Contract Documents to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. No requirements of these specifications or the drawings shall be waived because of any provisions of, or omission from, said standards or publications.

As described in the Bidding Documents, the bids are for a public works project which consists of maintenance work on portions of City streets located primarily north of Santa Paula Street, and from Palm Avenue east to 10th/Mill Street in addition to the repair of damaged curb and gutter, the replacement of uplifted or badly damaged sidewalk panels, as well as curb ramp upgrades to address mobility issues along these streets and other incidental and appurtenant work necessary for the proper construction of the contemplated improvement. Traffic control plans prepared for the project shall incorporate the phasing of the work as described above.

900-2 NO WORK DAYS

Unless expressly approved by the City, no work shall be allowed on Saturdays, Sundays, and City holidays, including:

New Year's Day
Martin Luther King Jr Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving
Day After Thanksgiving

Christmas Eve
Christmas
New Year's Eve
New Year's Day

In the event that a holiday falls over a weekend, the holiday shall be shifted to the proceeding Friday (if falling on a Saturday) or following Monday (if falling on a Sunday).

Work which requires the presence of City personnel (such as Water Division efforts to open/close valves, etc.) shall be coordinated such that this work does not fall on the City's alternating flex Fridays or other days where the City is closed.

900-3 WATER SUPPLY

Water for construction shall be provided for by the City. A hydrant meter and associated deposit will need to be obtained by the Contractor for this project.

900-4 PROGRESS PAYMENTS TO SUBCONTRACTORS

Contractor must pay to any subcontractor, no later than seven days after receipt of each City progress payment, unless otherwise agreed to in writing, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest in the progress payment. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Contractor to a subcontractor, the Contractor may withhold no more than 150% of the amount disputed.

SECTION 901 GENERAL PROJECT REQUIREMENTS

901-1 PREBID MEETING

There will be a prebid meeting as noted in the project Notice Inviting Sealed Bids. See the Notice Inviting Sealed Bids for additional requirements.

901-2 INVESTIGATION OF SITE

The project is located in the right-of-way on public streets in the City of Santa Paula. Efforts shall be made to minimize disruption to residents and businesses and to notify them of the Work. Existing improvements not part of this project shall be protected in place. Coordination with the City will need to occur to ensure minimal disruption of traffic on the public streets and minimal inconvenience to the homeowners and businesses.

Bidders are urged to visit the work site and by their own investigations satisfy themselves as to the existing conditions affecting the work to be completed as part of this Project. As the site is within the public right-of-way, no special arrangements are needed to visit the work sites. If the bidders choose not to visit the site to conduct investigations, the bidder will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

901-3 PROJECT SITE MAINTENANCE

Keep the site clean, control dust from construction operations in accordance with City requirements, control storm water pollution, and control air pollution from construction operations.

The project is located in the public right-of-way. Storage space will be limited. The Contractor shall keep driveways accessible whenever possible and shall keep materials out of the public right-of-way. Equipment or materials storage shall not be in the public right-of-way unless previously arranged with the City and shall be at the City's discretion.

The Contractor shall restore or repair any damage that his operations may cause to property or improvements.

It shall be the Contractor's responsibility to obtain any rights-of-way additional to that specified or indicated to be provided in the Contract Documents as they may require to perform the Work required under the Contract.

The Contractor shall not drive vehicles into private property for any reason. This prohibition includes, but is not limited to, the use of private driveways for making U-turns.

Provide sanitation for workers per OSHA Section 1926.51. Upon completion of the Work and before the final inspection, satisfactorily dispose of, or cause to be disposed of, all rubbish, unused materials, and other equipment used during the construction of the improvements. In the event that the final cleanup is not performed, the City may remove and/or dispose of the articles or materials at the Contractor's expense.

Street sweeping shall be performed throughout the course of the project as necessary to control dust and construction debris, at a minimum at the end of each work day and additionally as deemed necessary to control dust and keep the Work area in a neat and clean condition. Compensation for street sweeping shall be included in applicable bid items. At a minimum, daily street sweeping shall occur during pavement removal, trenching, and paving operations, plus additionally as necessary to keep the project site clean and abate dust. Street sweeping shall not be performed without use of water spray. Additional street sweeping shall be performed as requested by the City representative and/or jurisdictional agencies.

901-4 SURVEY

Survey work for the Contractor to verify locations and depths of proposed utilities shall be provided by the Contractor and shall be considered as part of their Bid. The Contractor shall establish sufficient temporary horizontal and vertical control points prior to the beginning of construction to lay out the Work. All survey work must be performed by a surveyor currently licensed in the State of California and in good standing with the Board for Professional Engineers, Land Surveyors, and Geologists. Survey shall utilize the same coordinates and datum as the Drawings. In the event that additional survey work becomes necessary (such as if the Contractor wishes to verify the area of the work through survey or if existing monuments are disturbed), it shall be performed at the Contractor's expense. The Contractor shall survey and tie out existing survey monuments prior to beginning the Work and shall include protection/reestablishment of survey monuments in the applicable bid items. Note that existing survey monument boxes shall be replaced by the Contractor during the Work.

During potholing, a surveyor shall be present to survey the potholing data, including elevations, northings, and eastings. See Section 912 for additional information.

Contractor shall complete the layout of the Work and shall be responsible for all measurements that may be required for execution of the Work to the location and limit marks prescribed in the Contract Documents, subject to such modifications as the City may require to meet changed or unforeseen conditions, or as a result of necessary modifications to the Contract Work. The Contractor shall furnish, at its own expense, all such stakes, equipment, tools, materials, and all labor as required in laying out any and all parts of the Work.

901-5 STORAGE OF EQUIPMENT AND MATERIALS

Storage of equipment and materials shall be off-site. The Contractor shall be responsible for arranging for storage sites or transportation for their equipment. No storage of equipment or materials allowed in the public right of way overnight or during non-working hours. This includes the storage of plates not actively in use, sheeting, shoring, portable restrooms, construction materials and debris, and all other equipment and materials. Storage of dewatering equipment in the center painted median area on an as-needed basis will be allowed with proper traffic control, lighting and protection (as submitted by the Contractor and approved by the City). Large excavators will be allowed to be stored in the closed lane where work is taking place overnight as long as access to the businesses and private driveways is maintained and the City approved temporary traffic control is in place. If temporary overnight storage of

equipment or materials is needed, the Contractor shall make private arrangements as needed. Submit agreements made with property owners for staging areas for the City's records.

901-6 SUPERVISION AND SUPERINTENDENCE

Keep on the project site at all times during the progress a competent resident superintendent who shall not be replaced without written notice to the City, except under extraordinary circumstances. The requirements of SSPWC Section 3-6 apply. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no work will be performed unless proper supervision is provided.

901-7 NOT USED

Not used.

901-8 REMOVAL AND DISPOSAL OF MATERIAL

All work will conform to Section 401, "Removal," of the Standard Specifications and as indicated in the Contract Documents. Removal will include all materials as shown on the Plans or in these specifications.

Compliance with all local, state and federal hazardous waste regulations and disposal of all discarded recyclable materials (e.g., used motor oil, used oil filters, batteries, antifreeze) removed from the equipment associated with the Project is required. No on site or public right of way storage of these materials will be allowed.

Earth which comes into contact with raw wastewater shall be removed from the site and disposed of in a legal manner. Wastewater spills shall be the responsibility of the Contractor to clean up, and contaminated materials and soils shall be removed from the site and legally disposed of by the Contractor. If a wastewater spill occurs, the Contractor shall work with the City and prepare the required notification documents for the City to provide to the regulatory agencies.

901-9 TEMPORARY OFFICE

No field office will be required for City staff for this project.

901-10 NOTICE TO AREA PROPERTY OWNERS, RESIDENTS, AND BUSINESSES

The City will be handling the project notifications to impacted residents and businesses. In order to facilitate the notifications, the Contractor shall provide a minimum of 10 Working Days' notice to the City prior to restricting any driveway access or starting any work to allow the City time to notify surrounding residents and businesses. The City prepared notice shall include a contact number for the Contractor's on-site job superintendent and City representative(s). Separate notices shall be provided by the City to the impacted community during the utility work as described in Section 903-5 (including to residents and businesses who reside outside of the Work area but will be affected by utility shutdowns during the Work). An additional notice shall be provided prior to paving operations. The Contractor shall provide a minimum of 10 Working Days' notice prior to any utility work or paving work to accommodate preparation and distribution of these notices.

Special consideration shall be given to multi-family complexes and other high density uses. Provisions shall be made for the urgent needs of property owners/residents for medical, fire, and police services.

Special consideration shall also be given to area businesses. The Contractor shall provide additional notice and coordination with businesses as requested by the City during the course of construction. Efforts shall be made to minimize disruption to businesses and maintain customer access to parking lots and driveways.

The work is also in close proximity to elementary schools. The City shall provide notice to the School District if the Contractor's activities will affect access or utilities services for the school. The Contractor shall provide a minimum of 10 working days' notice prior to work that will affect access or utility services for the school. The Contractor shall avoid work during major school events that will affect access or utility service to the school.

Failure to provide the City with adequate notice to prepare and distribute notices shall be grounds for work stoppage. Except in emergency situations, utility service shall not be interrupted without the required advance notice to residents and businesses.

901-11 COORDINATION OF WORK

The Contractor shall coordinate the work with the agencies listed in Section 903-2.

The Contractor shall be responsible for all coordination with local utilities and agencies.

The work shall also be coordinated not to interfere with trash, recycle, and green waste pickup ("trash days"). The Contractor shall not schedule activities on trash days which shall cause residents' or businesses' trash to not be picked up or which involve installing materials which may be damaged by trash truck traffic. The Contractor shall coordinate with Athens Environmental (the local waste disposal company, (805) 933-0100). The affected areas' trash days are Monday (Peck Rd to Steckel Dr) and Tuesday (Steckel Dr to 10th St). Confirm prior to starting work or scheduling paving activities and lane closures.

The work shall be coordinated to not interfere with school activities and events and shall minimize disruption of school related traffic. Material deliveries and traffic-disrupting work shall not be scheduled for typical student drop-off and pick-up hours unless otherwise approved by the City. The Contractor shall maintain safe pedestrian walkways and crossings during the performance of the Work.

901-12 SUBMITTALS

Submittals due at the preconstruction conference include:

- Construction Schedule (including phasing plan)

- Schedule of Values (conforming to Section 901-17 of these Specifications)

- A contact sheet listing all key Personnel, key personnel's telephone numbers and email addresses, and emergency telephone numbers.

- List of anticipated submittals.

- Dewatering plan (including but not limited to methods and equipment used for capture of nuisance water and groundwater, means of disposal, etc.

Submittals due one week after the preconstruction conference (or earlier if needed to accommodate the start of the Work with a 15 working day review period and resubmission period as discussed below) include (but are not limited to):

- Preconstruction and postconstruction photos and videos (postconstruction videos and photos to be submitted upon completion of the work prior to final payment).

- All permits required for completion of the Work (business licenses, etc.).

- Equipment list.

- Proof of funding sign.

- BMP installation and maintenance plan.

- Asphalt concrete mix designs including aggregate gradations.

- Thermoplastic and striping paint cutsheets, including glass bead cutsheets.

- Tack coat cutsheets.

- Traffic control plans for all stages and phases of the Work.

Qualifications of the Traffic Control Manager.

Sample notices to homeowners/business owners (general, sewer interruption, water interruption, and paving).

Concrete mix designs.

Truncated domes.

Adhesives and sealants for surface-applied truncated dome installations.

Raised retroreflective markers and adhesive.

Reinforcing steel.

Spill prevention, control and countermeasure plan.

Sign and post materials.

Catalog cut sheets of all additional materials to be used.

All other submittals as required by the Contract Documents.

Contractor's Redline Drawings.

Subcontractors' and suppliers' unconditional release and waivers.

The Contractor shall utilize a 6-character submittal identification numbering system in the following manner: The first three digits shall be the applicable Specification Section number. The next two digits shall be the numbers 01-99 to sequentially number each initial separate item or drawing submitted under that Section. The last character shall be a letter, A-Z, indicating the submission, or resubmission of the same drawing, i.e., A = 1st submission, B = 2nd submission, C = 3rd submission, etc. For example, the tenth initial submission under Specification Section 904 would have a submittal identification number as follows: 904-10.A

All submittals shall include a transmittal letter identifying the submittal identification number, a description of the submittal, the intended use of the submitted item, and a certification statement signed by the Contractor stating that they have verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, and that they have checked and coordinated each item with other applicable Shop Drawings and all Contract requirements. A sample form for this purpose may be provided upon request.

Submittals for each item as required by Section 901-12 or as otherwise indicated by these Specifications shall be submitted and must be approved prior to the commencement of work (or prior to the time at which a material in question will be utilized). The Contractor shall account for reasonable review and resubmission times in determining their Project Schedule. A reasonable review period for submittals shall be considered 15 working days from the time of submission. The Contractor shall return resubmittals within a reasonable timeframe (so as to not adversely affect their own time for completion). Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities or within the time specified in the individual work sections of the Specifications, whichever is earlier, so that the installation will not be delayed by processing times, including rejection and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No Extra Work will be granted because of the Contractor's failure to transmit and obtain acceptance of submittals sufficiently in advance of the Work.

Notify the Engineer in writing, on the submittal transmittal cover sheet, of any deviations in the submittals from the requirements of the Contract Documents. If the Engineer reviews and accepts a submittal that contains deviations from the requirements of the Contract Documents that are not brought to the attention of the Engineer in writing, the Contractor may be required to remove and/or replace the applicable work at the sole expense of the Contractor. In no way shall the Engineer's review and acceptance of a submittal

be construed as acceptance of deviations from the requirements of the Contract Documents if those deviations were not brought to the attention of the Engineer.

When resubmitting, the Contractor shall include a cover letter specifically addressing the review comments (either by reproducing the review comments or by numbering or otherwise identifying them) to facilitate review. On resubmittals the Contractor shall direct specific attention, in writing, on the letter of transmittal and on resubmitted Shop Drawings by use of revision triangles, clouding or other similar methods, to revisions compared to previous submissions. Any such revisions which are not clearly identified within the submittal package shall be made at the risk of the Contractor and may be rejected and returned without review by the Engineer. The Contractor shall make corrections to any work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the City.

Partial submittals will not be reviewed. The Engineer will be the sole judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor, and will be considered "Rejected" until resubmitted correcting the deficiencies. The Engineer may at their option, provide a list or mark the submittal directing the Contractor to the areas that are incomplete. Resubmittals shall be complete in all respects. Each comment made by the Engineer shall be addressed and reflected either by a change in submittal documents or by explanation by the Contractor in the transmittal letter. The Contractor's failure to address all comments may result in the submittal being returned only partially reviewed or not reviewed at all.

It is considered reasonable that the Contractor shall make a complete and acceptable submission to the Engineer at least by the second submission. The City reserves the right to deduct monies from payments due the Contractor to cover additional costs of the Engineer's review beyond the second submission. Need for more than one resubmission or any other delay in obtaining Engineer's review of submittals shall not entitle the Contractor to extension of the Time for Completion. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not constitute Extra Work.

Submittals shall be grouped such that like items or associated materials are gathered into single submissions (i.e. a singular pipe submittal including pipeline materials, fittings, accessories, etc.). Failure to group the submittals into single submissions will be cause for rejection of the package by the Engineer.

If the Contractor considers any correction indicated on the submittals to constitute a change to the Contract Documents, the Contractor shall give written notice (5 Calendar Days) thereof to the City and Engineer. Failure to give such written notice will indicate the Contractor's acceptance of said correction and will not entitle the Contractor to extension of the Time for Completion or extra compensation.

The review of Shop Drawings, samples, or product data by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor, and the City and Engineer will have no responsibility therefor.

No portion of the Work requiring a Shop Drawing, sample, or product data shall be started, nor shall any materials be fabricated or installed, prior to the review and acceptance of such item by the Engineer. Fabrication performed, materials purchased, or on-site construction accomplished that does not conform to submittals reviewed and accepted by the Engineer shall be subject to rejection and removal by the Contractor at the discretion of the City and at no additional cost to the City. The City will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

Project work, materials, fabrication, and installation shall conform to submittals reviewed and accepted by the Engineer.

Shop Drawings shall be clear and legible. Facsimile copies or copies that are not easily legible in the opinion of the City or Engineer may be rejected prior to review for resubmittal of more legible documents.

The Contractor remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

Requests for Information or Clarification as needed to interpret the contract documents shall be submitted in writing. The Engineer shall be allowed 15 working days to respond to these requests.

In the event that the Shop Drawings are reviewed and accepted by the Engineer but do contain deviations from the Contract Documents which are not specifically noted by the Contractor, the City or Engineer, at their discretion, may reject such work, product, or procedure at any time. The Contractor will not be granted Extra Work due to his failure to specifically notify the Engineer of a deviation from the Contract Documents.

One product or process for a particular application or portion of work may be submitted and will be reviewed by the Engineer. Products or processes submitted and intended to be an equivalent replacement or alternative to an already submitted product or process whether that already submitted product or process has been reviewed and accepted or not may, at the discretion of the City, be reviewed at the Contractor's expense.

901-13 PROGRESS SCHEDULES

The Contractor shall submit to the City, in writing, every month a detailed plan and schedule for the proposed construction. Submit a preliminary progress schedule no later than the pre-construction meeting. Submitted progress schedules shall indicate the order in which the Contractor proposes to complete the Work, in strict compliance with the Contract Documents. Schedule(s) shall reflect work logic sequences, restraints, delivery windows, submittal review durations, specified Fixed Calendar Dates for completion of portions of the Work, and the Time(s) for Completion set forth in the Contract Documents and shall begin with the date of Notice to Proceed and conclude with the date of the Contractor's submittal of the Certificate of Completion.

Schedules shall be in bar chart format, on maximum 11-inch by 17-inch sheet size to include at least: Identification and listing in chronological order of those activities reasonably required to complete the Work, including, but not limited to, subcontract work, utility notification, potholing, submittal review durations, and delivery dates, including move-in and other preliminary activities, mobilization, excavation, pipeline construction, cure periods, advance notifications and shutdown schedules, construction sequence, sampling and testing periods, paving, concrete work, punch list, project closeout and cleanup, and specified work sequences, constraints, and Time(s) for Completion and Fixed Calendar Dates, and Holidays. The schedule shall be broken down by location/component, including separate schedules for the following components of the Work:

- i) Paving Operations and Related Work
- ii) Curb Ramp Improvements

The schedule shall at a minimum identify the horizontal time frame by year, month, and week; duration, early-start, and completion for each activity and sub-activity; and critical activities and project float. Assign each activity an Activity ID. Activity IDs shall remain consistent throughout the project duration.

Each schedule shall be subject to the approval of the City. Submit one digital copy (portable document format, .pdf) of each schedule electronically. Each submitted schedule shall be formatted to be a searchable .pdf file.

The preliminary schedule submittal shall include copies of the Drawings which show the proposed phasing of all Work in conjunction with the preliminary schedule. This shall identify the precise limits of each proposed phase of work. The Contractor shall resubmit this phasing plan as needed throughout the course of the work if the proposed phasing changes substantially, or as requested by the City.

Updated detailed progress schedules showing the full duration of the work shall be submitted within the first 5 Calendar Days of each month. Progress schedules shall reflect progress of the Work to within 5 Working Days prior to submission; changes in work scope and activities modified since submission; delays in submittals or resubmittals, deliveries, or work; adjusted or modified sequences of work; other identifiable changes; and revised projections of progress and completion. The City's receipt and acceptance of the updated progress schedule shall be a condition precedent to the issuance of any portion of a progress payment for the preceding months. The City reserves the right to withhold payment of a monthly progress payment if a schedule update is not submitted within the first 5 Calendar Days of the month. If City does not withhold payment in one month, it still reserves the right to do so in any subsequent month if a schedule is not submitted.

Where City has not yet rendered formal decision on Contractor's claim for adjustment of the Time(s) for Completion and parties are unable to agree as to amount of adjustment to be reflected in progress schedule, Contractor shall reflect that amount of time adjustment in progress schedule as City may accept as appropriate for the interim. It is understood and agreed that such interim acceptance by City will not be binding and will be made only for purpose of continuing to schedule work until such time as formal decision as to an adjustment, if any, of the Time(s) for Completion acceptable to the City has been rendered. Contractor shall revise progress schedule prepared thereafter in accordance with City's formal decision.

901-14 FOUR WEEK LOOKAHEAD SCHEDULES

Submit updated four-week look-ahead schedules every Friday via email to the City Representative by 3 p.m. (or at a weekly time mutually agreed upon by the City and the Contractor) showing planned activities and No Work Days for the next four weeks. This schedule shall also identify when the Contractor anticipates the need for shutdowns or special inspections.

901-15 PROGRESS MEETINGS

The City reserves the right to hold on-site progress meetings at least weekly during periods of on-site construction activity and at other times required by the City. These progress meetings may be held via videoconference or conference call at the City's discretion. The Contractor and all Subcontractors active on the Site shall be represented at each meeting. The Contractor's Project Manager and Superintendent shall attend all progress meetings unless otherwise agreed to by the City's Project Manager in advance. Contractor may, at his discretion, request attendance by representatives of his suppliers, manufacturers, and other Subcontractors. Similarly, the City may also request attendance by the Engineer or others.

The purpose of these meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems that may develop.

901-16 SUBSTITUTIONS

The Contractor shall submit to the Engineer no later than 45 Calendar Days after the Notice to Proceed a list containing a description of each proposed "or equal" item or material. Sufficient data, drawings, or other detailed information shall be appended to this list as will demonstrate to the Engineer that the proposed substitute is equal in type, function, quality, durability, and cost of maintenance to the material specified. Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection of any substitutions proposed. The burden of proof as to the equivalence any such substitute product, material, or equipment shall be upon the Contractor. The Engineer may require the Contractor to furnish additional data about the proposed substitute at the Contractor's expense.

901-17 MEASUREMENT AND PAYMENT

Measurement and payment shall be per the General Provisions and SSPWC Section 7. Actual quantities provided shall determine payment. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted per SSPWC Section 2.

At the preconstruction meeting, submit to the Engineer the project Schedule of Values for the lump sum bid items described in this Section. For lump sum items, this shall include a breakdown of sufficient detail as approved by the Engineer. This Schedule of Values shall be used as a basis of determining costs associated with Change Orders.

Payment Includes: Full compensation for required labor, products, tools, equipment, transportation, services and incidentals; compliance with all applicable City standards; application or installation of item of the Work; overhead and profit.

Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by the City multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

Additional Description of BASE BID Work Items:

GENERAL:

The MOBILIZATION, DEMOBILIZATION, BONDS, AND INSURANCE Work item shall be measured on a lump sum basis and includes all labor, materials and equipment necessary, including but not limited to establishment of the construction staging areas, establishment of project equipment, work required to coordinate with USA for marking of existing utilities in the

area, coordination with utility and jurisdictional agencies, scheduling, restoration of staging areas once construction is complete, review of and compliance with the project Geotechnical Report (Appendix C), demobilization efforts, final cleaning and punchlist work, preconstruction and postconstruction photos and videos, stormwater pollution prevention, installation and maintenance of necessary BMPs, street sweeping and vacuuming, and all bonds and insurance costs associated with meeting the requirements of these Specifications, and other requirements outlined in the Contract Documents.

The TRAFFIC CONTROL AND POSTINGS Work item shall be measured on a lump sum basis and includes all labor, materials, equipment, tools, transportation and incidentals necessary, including but not limited to employment of a Traffic Control Manager specific to this project, preparation, implementation, and maintenance of traffic control plans and traffic control devices, including special traffic advisory signs, no parking signs, funding signs (installation and removal), barricades, delineators, flaggers, sign relocations and maintenance, obtaining of all required permits and associated fees, and temporary striping and signage (including removal at the end of the project), as specified in the SSPWC and these Specifications, and as directed by the Engineer, complete in place in accordance with the Contract Documents.

SECTION 902 MOBILIZATION AND DEMOBILIZATION

902-1 GENERAL

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment, materials, supplies, and incidentals to and from the project sites, and for all other work operations which must be performed, or costs incurred, prior to beginning work or after completing work on the various contract items on the project sites. Mobilization shall also include the establishment of any temporary facilities and the submittal of a detailed construction schedule. Demobilization shall include completion of all punchlist items and final cleaning as necessary to remove all residues, waste, rubbish, excess aggregate, repair of any damaged improvements, or other cleaning required to return the sites to their condition prior to Construction.

Special attention shall be given to protecting storm drain inlets during pipeline CIPP work. Should any debris enter storm drains, it shall be the Contractor's responsibility to remove such debris to the satisfaction of the City at no additional cost.

902-2 PRECONSTRUCTION AND POSTCONSTRUCTION PHOTOS AND VIDEOS

Prior to beginning work and immediately after completion, the Contractor shall take detailed photos and videos of the project site to establish existing conditions of surrounding improvements, utilities, and private property and to show their condition immediately prior to and after construction. These files shall be of reasonable viewing quality and shall not be taken from a moving vehicle. Photos shall be JPEG, TIFF, GIF, PNG, or similar filetypes as approved by the City. Videos shall be MPG, MPEG, MP4, AVI, MOV, or similar filetypes as approved by the City. These files shall be submitted to the City for their records. Specific areas to be documented include, but are not limited to:

- i) Areas of the Work.
- ii) All areas to be potentially disturbed as part of the Work.
- iii) Areas to be used as staging or storage.
- iv) Entire road width along entire Work Area and 200 feet minimum beyond furthest extent of Work.
- v) Surrounding vegetation including windrows, decorative trees, and bushes.
- vi) Surface drainage structures and channels where construction will cross over, under or within 10 feet, including headwalls, wingwalls, interior walls, roof, and floor.
- vii) Condition of reinforced concrete boxes, internal and visible external components.
- viii) Fences, gates, rails, utility boxes, mailboxes, utility poles, control boxes, light standards, signs, and any other such surface and utility appurtenances.
- ix) Paved and unpaved areas that will be entered by vehicles or equipment.
- x) Paved and unpaved driveways near construction.
- xi) Paved and unpaved access roads and surrounding area.
- xii) Outside of all buildings within 200' of pipe alignment to the extent that they can be filmed from public right-of-way or easements.
- xiii) All existing survey monuments located within the Limits of Work Area.
- xiv) All existing surface facilities that will have to be removed and replaced as a result of construction activities.
- xv) Any facility whose condition is damaged, deteriorated or otherwise not in good condition.

Record the individual features of each item focusing particular on the existence of any existing faults, fractures, or defects. Control pan rate, rate of travel, camera height, and zoom rate to maintain a steady clear view. Limit recorded coverage to one side of any street at any one time. Create a single, continuous, unedited recording that begins and ends within each portion of a particular construction area. The recording shall proceed in the direction of ascending baseline stationing.

Simultaneously record audio content during videotaping. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded. Audio recording shall only consist of camera operator commentary. Audio shall be clear and audible and not distorted nor obscured by wind or other background noise.

All video shall be adequate in visual detail and resolution to show the color, type and extent of all items being documented. Upon submittal, if the City, in the City's own opinion, determines that the extent or detail of the video are inadequate, the Contractor shall correct the deficiencies and resubmit the required copies to the City at no additional cost to the City.

The Contractor shall submit to the City one copy of the video on a portable thumb drive(s). Should the video not provide adequate coverage to fully illustrate the physical condition of the Site or not be in compliance with the Specifications, all relevant areas shall be re-documented prior to the initiation of construction at Site, at no additional cost to the City.

902-3 STORMWATER POLLUTION PREVENTION

The Contractor shall install and maintain appropriate best management practices (BMPs) to prevent stormwater pollution, provide erosion control, and provide sediment control. At a minimum, these shall include protection of storm drain inlets (through the use of straw waddles or similar approved methods), scheduling of activities to avoid work that is capable of producing stormwater pollution or loose sediments during rainy periods, dust control (including use of water trucks if necessary), street sweeping (minimum daily, or more often as necessary to control dust), and other BMPs as necessary. The Contractor shall submit a plan indicating where BMPs will be installed, what BMPs will be used, and how BMPs will be monitored/maintained during construction for City review and approval.

Special attention shall be given to protecting storm drain inlets during adjacent concrete or asphalt concrete paving work. Should any debris enter storm drains, it shall be the Contractor's responsibility to remove such debris to the satisfaction of the City.

902-4 MEASUREMENT AND PAYMENT

Measurement and payment shall be per Section 901-17.

SECTION 903 TRAFFIC REQUIREMENTS

903-1 GENERAL

The Work on this project will be performed in a single phase.

It is the responsibility of the Contractor to provide adequate flaggers, signs, delineators, and/or other traffic control devices as needed to provide for employees' and public safety.

Furnish, construct, maintain, and remove detours, road closures, traffic signal equipment, lights, signs, barricades, fences, K-rail, flares, solar-powered flashing arrow signs, miscellaneous traffic devices, flaggers, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor. After devices have been installed, the Contractor shall, at his own expense, maintain and keep them in good repair and working order until no longer required. The Contractor shall also pay the cost of replacing such devices that are lost or damaged, to such an extent as to require replacement, regardless of the cause of such loss or damage.

Provide a minimum of five working days' notice to the City for any work which may affect signal loops, equipment, or devices.

Coordinate the relocation of public bus routes, bus stops, and trash collection services with the agencies listed on the plans in advance of construction activity.

The Traffic Control Plans shall be prepared by a registered California traffic engineer or California civil engineer.

The Contractor shall provide for vehicle access to all adjacent properties and driveways at all times during construction except those shown on the plans as closed due to active work areas.

903-2 STREET CLOSURES, DETOURS, AND BARRICADES

Two-way traffic must be maintained at all times unless otherwise approved by the City. This includes intersections. Any closure of the street or private driveways shall not be maintained overnight or outside of the specified working hours, unless otherwise approved by the City.

Maintain reasonable access from public streets to adjacent properties at all times during construction. Prior to restricting normal access from public streets to adjacent properties, the City will notify each property owner or responsible person, informing them of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property. Open excavations shall be plated with recessed and pinned plates. If private driveways are to be closed for any reason, 72 hour advanced notice shall be provided to the parcel owner and coordinated with any tenant, if the parcel is not occupied by the owner.

The Work to be done will require traffic control in the public right-of-way. The requirements of SSPWC Section 601 shall be followed as well as the procedures outlined in the following Sections. While performing the Work, in the public right of way, it may be necessary to temporarily close the road, a lane, private driveway access, or a shoulder. Any closure of the road or modification from its existing configuration will be performed in accordance with the City of Santa Paula requirements and will require a notification to the residents/users of the road. In addition, contact the following agencies and notify them of the closure:

Santa Paula Police Department	(805) 525-4474
Ventura County Fire Department (Station 26)	(805) 371-1111 x 26
Ventura County Fire Department (Station 29)	(805) 371-1111 x 29
American Medical Response (Ambulance)	(805) 517-2010
Athens Environmental (Solid Waste Disposal)	(805) 933-0100
City of Santa Paula Public Works Department	(805) 933-4212
Santa Paula Unified School District	(805) 933-8800
Sierra Northern Railway	(805) 832-3081

The Contractor shall provide traffic control plans (TCPs) for the Project for every stage of the work and submit it to the Engineer for approval. The TCP shall show the locations of all traffic control devices (including no parking signs) and address the movement of traffic. If prior approval of the City Engineer is received, standard traffic control drawings from the Caltrans Manual of Traffic Controls or Standard Plans may be substituted for engineered Plans for typical locations and shall include written details regarding the street segment affected and the hours of operation.

At a minimum, TCPs shall be prepared and submitted for the storm drain pipe installation; catch basin and manhole connections; grinding and paving operations; work at intersections; CCTV inspections; etc. Where detours are required, submit TCPs which detail all required detour signs along the full route of the detour.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas, and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties. At least one lane of traffic must remain open in each direction at all times.

The Contractor shall provide for controlled pedestrian crossings through the work area. Crossings shall provide pedestrians the means of passing over or through the work without tracking either tack coat or hot asphalt concrete, or endangering pedestrian safety.

Where non-motorized (pedestrian, equestrian, or bicycle) facilities exist, they shall be maintained in passable condition or other facilities shall be provided. Passage between facilities at intersections shall likewise be provided. In areas of high volume non-motorized traffic, such as shopping centers, the Contractor shall provide for controlled pedestrian crossings through the work or schedule work to avoid peak non-motorized volumes. Crossings shall provide for the existing non-motorized volumes. The crossings shall provide a means of passing over or through the work without tracking construction

materials such as tack coat or hot asphalt concrete. Sidewalk closure signs shall be used as necessary and detailed in the TCPs.

The Contractor's equipment, and personal vehicles of the Contractor's employees, shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

Where stop limit lines or lane lines are removed during the work, install temporary delineators or striping to indicate temporary stop limit lines or lane lines. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be in sound, good condition and otherwise meet the requirements of new materials.

Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, will provide and maintain an adequate waterway.

When work is in progress that requires lane closure, the traffic cones or portable delineators used for the lane closure will be placed off of and adjacent to the edge of the travel way. The spacing of the cones or delineators will not be more than the spacing used for the lane closure. Nothing in this Section will be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by CalTrans or as relieving the Contractor from the responsibility as provided in the Contract Documents.

Provide access from the street to all fire hydrants and water valves and to abutting property owners unless their consent to the contrary is first obtained.

Traffic control devices not placed in accordance with the approved traffic control plan will be cause to stop construction. All warning devices used during hours of darkness will be reflectorized.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators will be considered to be the edge of the traffic lane. However, do not reduce the width of an existing lane to less than ten (10) feet.

All work and materials shall comply with the California Manual on Uniform Traffic Control Devices (MUTCD) 2014 edition, 4th revision.

All striping and markings shall comply with the State of California Department of Transportation Standard Plans and Specifications.

Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be in sound, good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free from graffiti. Immediately clean and/or replace any device to the satisfaction of the City.

Signs shall meet the requirements of the California MUTCD (current version) and shall be reflective.

Traffic control devices and temporary striping shall conform to the State Standard Plans and Specifications. Construction signs shall conform to the latest edition of the State of California Sign Specification Sheets.

The placement of construction signing, striping, barricades, and other traffic control devices used for handling traffic and public convenience shall conform to the latest edition of the Traffic Manual and the Manual of Traffic Controls for Construction and Maintenance Work Zones, as issued by the State of California, Department of Transportation (Caltrans).

Signs shall be illuminated when they are used during hours of darkness. Cones and portable delineators used at night shall have reflective sleeves. Barricades used in the diversion of traffic shall be equipped with flashers if in place during hours of darkness.

During the duration of a detour, cover all existing signs not in accordance with the traffic control plan. Existing signs which are in force shall be relocated to be visible from all relocated traffic lanes.

Install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the Caltrans "Work Area Traffic Control Handbook" in accordance with the approved traffic control plans.

Traffic control setup, takedown, or modifications may only take place during the designated working hours. Field changes to traffic control (including changes required by the jurisdictional authority) shall be immediately brought to the attention of the City prior to implementing the change, except in cases where the modification is immediately required for the safety of the public or the Contractor's employees. In such cases, notify the City immediately after implementing the change.

Temporary pavement markers shall be installed on temporary lane centerlines where such temporary lanes are in use for more than 24 hours. Markers shall be placed no more than 20 feet apart and shall be yellow.

No work will be allowed within the public right of way until all traffic control devices (including flaggers, if required) required by the approved traffic control plans are in place.

Complete backfill, compaction, testing, and the first lift of base paving to a point not to exceed 500 feet behind the working heading prior to starting the next traffic control setup. Shoring members, beams, or other obstructions shall not be permitted within the clearance between the edge of excavation and the edge of any traffic lane. Accomplish construction in phases by detouring traffic from its normal patterns. Restore traffic to normal patterns in each phase before proceeding to the next phase.

Existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above. Traffic signal modification and restoration work shall be in accordance with Section 86 of the State Specifications.

Maintain daily liaison with the City regarding traffic diversion at signalized intersections. Contact the City two working day's prior to work affecting traffic signal phasing or vehicular detection loops.

When work is in progress on a trench or other excavation that requires lane closure, the traffic cones or portable delineators used for the lane closure will be placed off of and adjacent to the edge of the travel way. The spacing of the cones or delineators will not be more than the spacing used for the lane closure. Nothing in this Section will be construed as reducing the minimum standards specified in the Manual on Uniform Traffic Control Devices published by Caltrans or as relieving the Contractor from the responsibility as provided in the Contract Documents.

All work areas shall be plated so as to allow traffic to flow normally during non working hours.

All signs shall be reflectorized and standard size.

All tubular delineators and channelizing devices shall be 36" minimum height, reflectorized and maintained erect in the indicated position at all times, and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity, and shall include high intensity reflectorized sleeve, if used during night time hours.

The Contractor shall have all signs, delineators, barricades, etc., setup and in place prior to commencing construction.

The Contractor shall maintain all signs, delineators, barricades, etc., to ensure proper flow and safety of traffic during construction during work hours. During non-working hours, the channelizing devices associated with the CMS devices will remain in place.

Move delineators and/or channelizing devices offsite during non-working hours, remove barricades, etc., from travel lane, remove or turn off signs during non-working hours.

Channelizing devices or delineator spacing shall not exceed 25 feet, unless otherwise approved by the agency having jurisdiction.

The City and agency having jurisdiction reserve the right to observe the traffic control operations and to make any necessary changes in writing.

Work area will vary in length/location as the work proceeds for certain setups shown. The traffic control setup will remain as shown even though the actual work area will vary within the work area limits.

For night-time traffic control, all signs shall have reflective sheeting, channelizing devices shall have reflective bands, and type a flashing warning lights shall be placed all signs in the county right of way. Type a flashing warning lights shall be placed on w20-1 signs and Type III barricades at all other locations adjacent to the work area.

903-3 TEMPORARY NO PARKING SIGNS

Post "Temporary No Parking" signs at least three working days in advance of work in a given location if equipment staging is needed, if parking spaces must be utilized for the park to allow for continued flow of traffic, or if paving, trenching, or other activities will interfere with or be impeded by parking. Two way traffic shall be maintained at all times as is possible through the use of temporary no parking signs. The signs shall be clearly posted and shall indicate the date and time period over which parking shall not be allowed. Failure to post no parking signs a minimum of three working days in advance shall be grounds for stoppage of the Work where no parking signs are required by the traffic control plans or are required for safe and successful completion of the Work at no cost to the City. Disturbance of residents or business owners to move vehicles when no parking signs have not been posted in advance shall not be allowed.

Signs shall be professionally made of moisture-resistant, heavy-duty cardboard or other approved material. All "Temporary No Parking" signs will be maintained by the Contractor and kept free from graffiti. Any sign which becomes illegible or is removed will be replaced within 24 hours (1 Working Day). Restrict parking for the minimum time necessary to complete ongoing work and remove and repost Temporary No Parking" signs, if and when, parking can be restored for more than 5 consecutive Calendar Days.

903-4 PROJECT INFORMATION SIGNS

Within the project area (in locations to be indicated by the Engineer), prominently display a minimum of two project funding information signs indicating that SB1 funding is being used for this project. See Appendix E for the required funding information sign for this project. Submit a representative proof of the signs for City approval prior to production. Use Caltrans Project Funding ID (PFI) sign format for local roads. The signs must adhere to Caltrans MUTCD sign requirements for C47C(CA). Use Type XI retroreflective sheeting except for nonreflective black letters and numbers. Match the color specifications provided for C47C(CA). The signs shall be removed by the Contractor at the end of construction. A minimum of two weeks prior to beginning work, the Contractor shall also place a minimum of three changeable message signs (CMS) in locations to be indicated by the Engineer. Two of these CMSs shall remain in place for the duration of the project and shall have messages as directed by the City. One of the CMSs shall be relocated as needed as work progresses and shall be located near the area(s) of active work as directed by the Engineer. The CMSs shall remain in continuous operation and messages shall be changed as required by the City as the work progresses.

903-5 NOTIFICATIONS

Notification of interruption of utility services shall be distributed by the City. These notices shall include the reason for the disruption, instructions to the resident if necessary, the anticipated duration and date, and contact information for the City's Representative and the Contractor. Submit notices for review prior to distribution. The Contractor shall provide this information the City for preparation and distribution of notices no less than 10 working days ahead of the work. Failure to provide advanced notification to the City for preparation and distribution of notices shall be cause to delay the work until proper notification may occur.

Notices regarding the interruption of sewer service must be distributed to affected properties prior to working on sewer laterals or performing work on bypassed portions of sewer main line to ensure that unexpected discharges do not occur, regardless of the anticipated duration of the work.

Water interruption notifications shall be provided to all affected properties, including those located outside of the project area.

Additional coordination may be required in the cases of multi-unit residential complexes and businesses. The Contractor shall accommodate scheduling requests made by the City as needed to minimize disruption to local businesses.

903-6 STEEL PLATES

At the end of each work day, all work within the public right of way shall be plated and normal traffic patterns restored. In such cases, the following conditions shall apply:

- i) Plates shall be traffic rated (H-20) and skid-resistant.
- ii) Steel plates used for bridging shall extend a minimum of 12 inches beyond the edges of the trench.
- iii) Install steel plate bridging to operate with minimum noise.
- iv) Shore the trench to support the bridging and traffic loads.
- v) Plates shall be recessed and pinned to provide a smooth transition, with W8-24 ("Steel Plate Ahead") and/or related signage used as necessary.

Maintain the steel plates.

Unless specified, use of steel plate bridging at any given location shall be limited to no more than 5 Working Days. Backfilling of excavation shall be covered with a minimum of 3 inches of a temporary layer of cold asphalt concrete.

Design steel plate bridging for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. Maintain on the steel plate a nonskid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The Contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

Roadway excavation shall be conducted in such manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times.

903-7 PEDESTRIANS, BICYCLES, AND VEHICLES

Maintain safe crossings for pedestrian, bicycle and vehicle traffic at all times. Convenient access to driveways, houses, and buildings along the Work shall be maintained and temporary approaches to crossings or intersecting roads shall be provided and kept in good condition. Maintain and delineate a minimum of one 4-foot-wide pedestrian walkway along each public street at all times during construction. Maintain existing pedestrian accesses at intersections at all times. When existing crosswalks are blocked by construction activity, install signing directing pedestrian traffic to the nearest alternative crosswalk.

903-8 TRAFFIC CONTROL MANAGER

The Contractor shall designate an individual or individuals to perform the duties of Traffic Control Manager (TCM), including an alternate TCM that can assume the duties of the primary TCM in the event of that person's inability to perform. Such alternates shall be adequately trained and certified to the same degree as the primary TCM and their qualifications shall be submitted and approved by the City. A TCM must be present at the Site during times when the Contractor is performing work which requires traffic control.

The Contractor shall maintain 24-hour telephone numbers at which the TCM can be contacted and be available upon the Engineer or City's request outside of normal working hours. The TCM shall have the appropriate personnel, equipment and material available at all times in order to expeditiously correct any deficiency in the traffic control system, including outside of working hours.

The duties of the Traffic Control Manager shall include: discussing proposed traffic control measures and coordinating implementation of the traffic control plans(s) with the Engineer and City; coordination of all traffic control operations and any adjacent construction or maintenance operations; coordinating the project's activities with appropriate local police, fire, and emergency services agencies, City engineering, school districts, and transit companies; overseeing all requirements of the contract that relate to the convenience, safety, and orderly movement of vehicular and pedestrian traffic; having the latest adopted edition of the referenced Caltrans "Manual of Traffic Control for Construction and Maintenance Work Zones" and applicable standards and specifications available for reference at all times on the Site; attending project meetings where traffic management is discussed; keep daily records of traffic control setup and be responsible for knowing field traffic control operations; inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public, including inspecting traffic control devices shall be inspected each work shift and inspecting traffic control devices left in place for 24 hours or more at least once during the nonworking hours when they are initially set up; inspecting traffic control devices to determine if corrections should be made due to the traffic controls not functioning as required; and attending traffic control coordinating meetings or coordination activities.

The TCM shall notify the City to obtain approval prior to revising the traffic control plan. Any recommendations for change by the TCM shall be in accordance with applicable standards.

903-9 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in the bid item identified in Section 901-17.

SECTION 904 DEMOLITION

904-1 GENERAL

Demolition as shown on the Plans shall consist of removal of the existing pavement, aggregates, and other items removed to accommodate construction in accordance with SSPWC Section 401.

Exercise care when performing removals and demolition so as to not damage existing pavement and improvements to remain.

Any excavated soil material will be disposed of in a legally approved manner offsite. Roadways used during the disposal operations will be left in the condition equal to the original. Keep the work area clean and clear of unnecessary debris at all times. Utilize street sweeping as necessary, at a minimum daily during trenching and paving operations (and more often if directed by the City or as needed to maintain cleanliness).

904-2 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in other applicable items of Work.

SECTION 905 AGGREGATES

905-1 GENERAL

This section includes information on the material, testing requirements and placement/installation of aggregate base and backfill.

905-2 MATERIALS

Aggregate base to be installed as the base layer underneath the pavement (and/or where otherwise required) will conform to SSPWC Crushed Miscellaneous Base (CMB) per Section 200-2.4. If approved

by the City, pavement grindings from other locations included in this Project can be utilized as aggregate base backfill as long as it meets the gradations of CMB or is tested to verify that the gradation is comparable to CMB. Material test reports (gradation and characteristics demonstrating compliance) shall be submitted from the testing laboratory and be dated no greater than 6 months.

For utility work, bedding and pipe zone material shall be composed of imported washed sand with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps and other deleterious material. Gradation shall conform to the following table:

GRADATION	
SIEVE SIZE	PERCENTAGE PASSING
3/8 inch	100
No. 4	75-100
No. 30	12-50
No. 100	5-20
No. 200	0-10

Crushed rock for rock stabilization (if required) and base rock for manholes shall be ¾" gradation conforming to SSPWC Section 200-1.2

Excavated on-site soils may be used as trench backfill above the pipe zone under the Bid Alternate if they meet the following requirements: soils shall be free of debris, organic, and oversized materials larger than 4 inches in dimension in addition to meeting the requirements of the project geotechnical report. Oversized rock (including concrete debris, cobbles, and/or boulders shall be removed from backfill or pulverized. Native materials shall be screened and moisture conditioned. See Section 912 for installation requirements.

905-3 INSTALLATION

Moisture condition and regrade prior to paving to produce a level surface (if equipment or truck traffic disturbs subgrade) and compact the subgrade to 95% relative compaction. Compaction testing shall be performed by the City and any retesting shall be at the Contractor's expense. Large chunks of asphalt debris (measuring 1 inch or greater in diameter) shall be disposed of and shall not be visible at the surface prior to paving. Construction debris such as broken pipe shall not be included in backfill materials.

Backfill for utility work shall be performed in accordance with Specification Section 912. See the Geotechnical Report in Appendix C for additional requirements.

905-4 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in other applicable items of Work.

SECTION 906 CONCRETE

906-1 GENERAL

This section includes information on the material requirements and placement/installation of miscellaneous concrete improvements, including accessible curb ramps, curb and gutter, thrust block, collars for utilities, cement sand slurry backfill, and other concrete improvements.

906-2 SUBMITTALS

Submit mix designs in accordance with ACI 318, Chapters 4 and 5, except as modified herein.

Submit a current report (within 6 months) from a testing laboratory verifying that aggregate material conforms to the specified gradations or characteristics. Aggregates shall be free from any substances that will react with the cement alkalies and be classified through current (within 6 months) laboratory testing as innocuous, as determined by Appendix X-1 of ASTM C33.

Submit mill test certificates identifying chemical and physical analyses of each load of reinforcing steel delivered. If mill test reports are unavailable and the quantity of steel for a structure exceeds 5 tons, provide a laboratory test to document conformance with the specified ASTM standard.

Submit reinforcing bending lists and placing drawings for all reinforcing. Placing drawings shall indicate all openings including additional reinforcing at openings and corner bar arrangements. Placing drawings shall be coordinated with the concrete placing schedule. Each bending list and placing drawing submitted shall be complete including dowels and corner bars. Drawings shall have dimensions and sufficient callouts and notations to clearly show how the reinforcing steel is to be placed, fabricated, and bent. Placing drawings shall not incorporate photocopies of the Drawings.

Show dimensions of vaults and thicknesses of walls, floors, top slabs, pedestal, and all other concrete components. Show reinforcing wire and steel. Show materials of construction by ASTM reference and grade.

Submit cutsheets for admixtures used.

Submit material certificates for the products/materials intended to be used.

Submit concrete tickets to the City at the time of delivery.

If quick set hand mixed concrete will be used, submit the manufacturer's cutsheets.

906-3 FORMWORK

Design forms according to ACI 347.

Class II Forms: Use plywood in good condition, metal, or smooth-planed boards free from large or loose knots with tongue and groove or ship lap joints. Class II forms may be used for all concrete surfaces regardless of location.

Coat forms with form release agent. Form release agent shall effectively prevent absorption of moisture and prevent bond with the concrete. Agent shall be nonstaining and nontoxic after 30 Calendar Days. For steel forms, release agent shall prevent discoloration of the concrete due to rust.

906-4 TIE WIRE

Tie wire shall be 16 gauge minimum, black, soft annealed.

906-5 REINFORCING STEEL

Reinforcement shall conform to ASTM A615 or A706, Grade 60 deformed unless otherwise stated.

Fabricate reinforcing in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Bend reinforcing steel cold. No field bending is permitted.

Deliver reinforcing steel to the site bundled and with identifying tags.

Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

All reinforcing bars, anchor bolts, and all other concrete inserts shall be well secured in position prior to placing concrete.

906-6 CEMENT

Use domestic Portland cement that conforms to ASTM C150.

Use only one brand of cement. Use no cement that has become damaged, partially set, lumpy, or caked. Reject the entire contents of the sack or container that contains such cement. Use no salvaged or reclaimed cement.

Maximum tricalcium aluminate shall not exceed 8%. The maximum percent alkalies shall not exceed 0.6%.

Fly Ash (if allowed by Engineer) shall be in accordance with ASTM C 618, Class F.

906-7 AGGREGATES

Aggregates shall be natural rock, sand, or crushed natural rock and shall comply with ASTM C33. Aggregates shall be free from any substances that will react with the cement alkalies and be demonstrated through current laboratory testing as innocuous, as determined by Appendix X-1 of ASTM C33.

906-8 WATER AND ICE

Mixing water shall conform to ASTM C1602. Use water and ice that is clean and free from objectionable quantities of organic matter, alkali, salts, and other impurities that might reduce the strength, durability, or otherwise adversely affect the quality of the concrete. Water shall not contain more than 1% chloride ions by weight of cement for concrete that will be dry or protected from moisture in service or not more than 0.30% for all other reinforced concrete.

906-9 CONCRETE ADMIXTURES

Use of admixtures shall conform to the SSPWC Section 201-1.2.4 and shall be approved by the City.

Do not use any admixture that contains chlorides or other corrosive elements in any concrete. Admixtures shall be nontoxic after 30 Calendar Days.

Air-Entraining Admixture: ASTM C 260/C 260M.

Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494, Type A.
2. Retarding Admixture: ASTM C 494, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.
7. High Early Strength Admixture: ASTM C 387

906-10 CONCRETE MIX DESIGN

Conform to ASTM C94, except as modified by these specifications.

Onsite mixing of concrete is not allowed, with the exception of as needed for thrust blocks, valve collars, manhole collars, cleanout collars, and connecting sewer main to manholes. The Contractor may elect to utilize rapid set concrete mix for these purposes at their discretion as needed to accommodate rapid reestablishment of utility services or to allow traffic to pass over utility overs. If used, these materials shall conform to ASTM C928 and shall have a minimum 28 day compressive strength of 6,000 psi.

Maximum water-cement ratio for Class A concrete shall be 0.40 by weight. Class C concrete shall have a w/c ratio of 0.45.

Use classes of concrete as described in the following table:

Type of Work	Minimum 28-Day Compressive Strength (in psi)	Minimum Cement Content (in lbs per C.Y.)
Unspecified non-structural concrete, curb and gutter	2,500	520

Measure slump in accordance with ASTM C143. Slump for all concrete (with the exception of slurry) shall be 4 inches maximum.

Proportion and produce the concrete to have a maximum slump as shown. A tolerance of up to 1 inch above the indicated maximum shall be allowed for individual batches provided the average for all batches or the most recent 10 batches tested, whichever is fewer, does not exceed the maximum limit. Concrete of lower than usual slump may be used provided it is properly placed and consolidated.

Mix design for pumped concrete shall produce a plastic and workable mix.

906-11 EXPANSION JOINT FILLER

Expansion-and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

906-12 INSTALLATION

Conform to ASTM C94, ACI 304, and ACI 318.

Finishing shall comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Apply a transverse light broom finish to concrete ramps and sidewalks and pedestrian surfaces and to the concrete median island. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Expansion joint filler shall be installed where new concrete abuts existing.

Where rapid-set hand mix is used, mix and install the concrete in accordance with the manufacturer's instructions.

Install concrete items in accordance with the relevant City Standard Plates unless otherwise shown on the Plans.

Place reinforcing steel in accordance with the current edition of Recommended Practice for Placing Reinforcing Bars, published by the Concrete Reinforcing Steel Institute. Reinforcement indicated in the Drawings is continuous through the structure to the farthest extent possible. Terminate bars and hooks 2 inches clear from faces of concrete unless noted otherwise.

Reinforcing steel, before being positioned and just prior to placing concrete, shall be free from loose mill and rust scale and from any coatings that may destroy or reduce the bond. Clean reinforcing steel by sandblasting or wire brushing and remove mortar, oil, or dirt to remove materials that may reduce the bond.

All reinforcing bars, anchor bolts, and all other concrete inserts shall be well secured in position prior to placing concrete. Do not apply heavy loading on green concrete. Immediately after forms are removed, the surface of the concrete shall be carefully examined and any irregularities in the surface shall be repaired. Backfill can be placed once the concrete has achieved the 28 Calendar Day compressive strength.

Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

Chamfer $\frac{3}{4}$ " exterior corners and edges of permanently exposed concrete.

Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded. Comply with ACI 302.1R recommendations for screeding, straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Joints and edges shall be tooled where indicated or as determined by the City

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

Defective concrete shall be removed and replaced. Repair minor surface level defects that are smaller than 1 foot across in any direction and are less than 1/2 inch in depth. Repair by removing the honeycombed and other defective concrete down to sound concrete, make the edges perpendicular to the surface and at least 3/8 inch deep, thoroughly dampen the surface, work into the surface a bonding grout (one part cement to one part fine sand), fill the hole with mortar, match the finish on the adjacent concrete, and cure as specified. Prepare and submit a concrete repair plan should the defect exceed the above limits.

906-14 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in other applicable items of Work.

SECTION 907 ASPHALT CONCRETE PAVEMENT

907-1 GENERAL

Asphalt concrete to be installed in areas where it was previously removed shall conform to City of Santa Paula Standard Plan 425 and SSPWC Section 203-1. Asphalt concrete shall be Type III C2 PG 64-10. Replacement thicknesses shall be in accordance with City of Santa Paula Standard Plan 425, Case IV. Installation shall conform to City of Santa Paula Standard Plans 103, 425, and 427. Base paving shall consist of paving back trenches and excavations to a depth of existing plus one inch, and finish paving shall consist of the final grind and overlay work.

Under the Bid Alternate, fiber reinforced asphalt concrete shall include the addition of synthetic fibers at production temperatures of at least 300 degrees Fahrenheit, added to the aggregates with a minimum of 5 seconds of dry mixing time prior to the addition of liquid asphalt. Fibers shall consist of aramid and/or polyolefin fibers that meet the following requirements:

Description	Aramid Fiber Requirement	Polyolefin Fiber Requirement
Maximum Length	¾ in	¾ in
Form	Monofilament	Filibrated
Acid/Alkali Resistance	Inert	Inert
Tensile Strength	400,000 psi	N/A
Specific Gravity	1.44	0.91
Operating Temperatures	-300 to 800 deg Fahrenheit	N/A

Fibers shall be added at a rate of 1 pound per ton.

907-2 REMOVAL OF EXISTING IMPROVEMENTS

Saw cutting of existing pavement improvements within project limits shall be performed in accordance with Section 401-2 of the SSPWC and City of Santa Paula Standard Plan 425. The Contractor shall remove and dispose of the existing improvements in accordance with these Specifications.

Temporary and permanent pavement replacement shall conform to the SSPWC, except where modified by permits or otherwise specified.

Carefully remove any damaged broken or loose asphalt outside the limits of the Work. Saw-cut a straight edge to the Work limits or outside the broken or removed asphalt, whichever is farther. Depth of saw-cut shall be sufficient to remove the existing pavement. The depth of the sawcut shall be sufficiently large to not cause any damage to the asphalt concrete pavement that is to remain. At the contractor's option, the pavement to be removed could be performed using conventional equipment or a pavement grinding machine. Carefully clean the ground area of all dust, gravel rocks and loose materials. Street sweep as necessary to maintain a clean project site.

The Contractor shall note that the existing pavement is in poor condition and should anticipate that during sawcutting and trenching, any portions of asphalt that are loose or floating on the edge of the trench should be removed and replaced as part of paving operations. These pop-outs shall be repaved in accordance with City of Santa Paula Standard Plan 425. No additional compensation shall be provided for paving of pop-outs.

All material designated to be removed shall be disposed of in accordance with Section 401 of the SSPWC.

Speed humps shall be completely removed prior to or as part of the grinding operation. Grinding depth be measured based on surrounding existing asphalt concrete pavement thickness; after grinding no hump shall be visible.

907-3 MATERIALS

Existing connection surfaces shall receive a tack coat in accordance with SSPWC Section 203. Where asphalt concrete is placed directly on or against an existing hard surface, an asphalt tack coat of PG 64-16 shall be applied to the existing surfaces preceding the placement of the new asphalt concrete. SS-1h may be substituted in areas inaccessible to an applicator truck. Utilize no-track tack. Surfaces shall be clean and free from dirt and loose materials prior to application of the asphalt tack coat.

Asphalt concrete for the project for the overlay and speed humps shall be finish course materials as defined above.

Submit a copy of a report from a testing laboratory performed in the last 6 months verifying that the

material specified in this section conforms to the specified gradations or characteristics for asphalt concrete (emulsion, aggregate gradation and composition, mix design components).

Submit a copy of a report from a testing laboratory performed in the last 6 months verifying the gradation and material composition of the aggregate base rock and crushed miscellaneous base material in this section conforms to the specified requirements.

Base materials shall conform to Section 905-2.

907-4 INSTALLATION

Asphalt concrete paving shall be installed per SSPWC Section 302-5.

Prior to paving, protect all existing utilities or improvements which may be damaged during paving or may become soiled by the paving operation. This may include (but is not limited to) masking or covering manholes, valve covers, gutters, etc. The asphalt concrete shall be placed in accordance with SSPWC 302-5.5 "Distribution and Spreading." The asphalt concrete shall be compacted in accordance with SSPWC 302-5.6 "Rolling." Do not pave when weather is foggy or rainy or when atmospheric temperatures are lower than 50°F.

Asphalt shall be placed directly in the area to be paved via dump truck. Do not stockpile asphalt on the existing pavement.

If at any time the asphalt concrete falls below 260°F (or the minimum permitted by the jurisdictional agency, whichever is greater) prior to being placed, the remainder of the truck load shall be rejected.

The compacted paving shall finish flush with the existing surface on each side of the Work and shall match the cross fall of the surrounding pavement without creating water pockets or dips in the pavement on each side of the trench.

Asphalt concrete which has a cross section of more than 3 inches shall be installed in two or more equal lifts (with the exception of overlay).

Clean all debris and unused materials from the paving operation. Clean all surfaces that have been spattered or defaced as a result of the paving operation. Asphalt or asphalt stains which are noticeable upon surfaces of concrete or materials which will be exposed to view shall be promptly and completely removed. Cleaning shall be done in a manner that will not result in the discharge of contaminated materials into any catch basin or storm drain system.

The Contractor shall anticipate that the grind may expose the underlying subgrade. The Contractor shall regrade and recondition the subgrade as needed prior to paving.

Cement sand slurry backfill must cure for a minimum of 24 hours before aggregate base is installed and paving operations take place.

Tack coat material shall conform to paragraph 2.03 and shall be applied at minimum 350 degrees Fahrenheit (F) at a rate of 0.06 gallon per square yard, from a distributor truck with a heating element capable of raising the temperature at least 3 degrees F per hour.

Apply tack coat on existing asphalt (including grind areas) at uniform rate of 0.15-gal/sq yd. Apply tack coat on newly placed asphalt base courses at uniform rate of 0.05 to 0.10 gal/sq yd. The tack coat shall be applied by distributor equipment at a uniform rate. In areas inaccessible to the spray bar on the applicator truck, SS-1h emulsion may be substituted and applied from a hand wand at a rate of 0.08 gallons per square yard. In any case where emulsified material is used, the tack coat shall be allowed to completely break, that is turn completely black (not dark brown), prior to paving. All surfaces to receive tack coat shall be cleaned prior to application of tack coat. Apply tack coat to contact surfaces of curbs, gutters, and concrete slabs. The Contractor shall be responsible for protecting existing storm drain catch inlets and to ensure that no tack coat spoils are sprayed into storm drain inlets.

Install asphalt such that the edges asphalt finished grade meets the edge of existing pavement and

concrete improvements. The Contractor shall adjust pavement and grinding thickness as needed to produce a uniform surface without depressions or inconsistent grades, which provides for drainage of stormwater flows, and which complies with ADA requirements at crosswalks, while maintaining the minimum thickness of pavement installation during overlay indicated on the Plans.

In the case of fiber-reinforced asphalt concrete, avoid overuse of long tine rakes or pitchforks that may disrupt fibers.

Submit all asphalt concrete tickets to the City at the time of delivery.

Replace all striping and pavement markings removed, damaged, or covered during construction in accordance with these Specifications.

907-5 EXISTING AT-GRADE UTILITIES AND MONUMENTS

See Section 910 for protection and raising of at-grade utilities and monuments.

907-6 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in applicable items of Work per Section 901-17.

The City will allow price adjustments per square foot based on the California statewide crude oil price index. That index will be used at the time of bid submittal and then adjusted (up or down) as the work gets closer to occurring.

SECTION 908 CURED IN PLACE PIPE LINING

908-1 GENERAL

This section covers the requirements associated with the pipeline rehabilitation using cured in place pipe (CIPP) products. This section is in conformance with Part 5 of the Standard Specifications for Public Works Construction (SSPWC) "Greenbook". In case of conflict, these Special Provisions prevail. The CIPP liner for the rehabilitation of pipelines shall be the Type A "inversion process" in compliance with ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube). ASTM F1743 style pull in type liners shall not be used on the Project.

The CIPP liner shall use an approved epoxy or epoxy-vinyl ester-resin-impregnated flexible fabric tube. The tube is installed by an inversion method using a hydrostatic head.

908-2 SUBMITTALS

Submit manufacturer's information on the liner assembly including the manufacturers test protocol and test data that certifies the connection between the liner tubes is leak-free, when subjected to a controlled vacuum leak test.

Submit information certifying that the resin/liner system conforms to ASTM D5813 Section 8.2.2. Certifications shall be dated no less than one year prior to construction.

Submit certificates of training for all personnel involved in the operation of the liner method. Such training shall have been conducted by a qualified representative of the liner method manufacturer. Certifications shall be dated no less than one year prior to construction.

Submit procedures and the schedule for installation and completion of the CIPP process for review by the City.

Submit information on the chemical and engineering properties of the cured in place liner demonstrating that it meets the requirements of the sections below. Submit the resin and the resultant cure schedules for the sewer main to be lined.

Submit quality control plans for the liner product manufacturer. If the liner tube is a separate source than the resin manufacturer, quality control plans for both shall be submitted.

Submit information on the hydraulic grout to be used for sealing cut ends at the inlet and outlet headwalls. This product must be approved by the liner manufacturer for use with their product.

Submit manufacturing test results no more than two years old demonstrating that the liner materials were tested in accordance with ASTM D5813 Section 7.1. If test results are not available in that time span, submit written verification that there have been no changes to the manufacturing method since that time. Test results from more than 8 years prior to the beginning of construction will not be accepted.

Submittals required during construction:

- 1) Restrained test samples for quality control testing required at the end of each installation.
- 2) Material test results from the restrained test samples of each installation to verify compliance with the values specified in 500-1.4.2 of the SSPWC. Submit within 30 calendar days from each completion.
- 3) The calculations for the quantity of resin required for each wet out shall be submitted and approved by the City prior to wetting out the liner.
- 4) A copy of the wet-out log sheet, including the date, and the wet out supervisor's name. The wet-out log shall be certified by a registered Civil Engineer in California or the state where the liner was wet out.
- 5) Factory material test results for each length of felt tube to be installed.

908-3 MEASUREMENT AND PAYMENT

Measurement and payment shall be per Section 901-2.

908-4 DESIGN CRITERIA

The cured in place pipe liner design shall be manufactured with the following physical properties:

All pipes shall be classified as either partially deteriorated or fully deteriorated as defined in Section X1.1 of ASTM F1216.

All pipes shall have a minimum 2% ovality in the circumference.

For pipes classified as fully deteriorated, a soil density of 130 lb/cf should be assumed.

The minimum pipe wall thickness for all main line pipe liners shall conform to the following Table:

Table 1 – Minimum Wall Thickness

Host Pipe Dia. (Inches)	36
Liner Thickness (mm)	19.0
Liner Thickness (inches)	0.75

Although the minimum wall thickness is as shown in the above Table, the required calculated wall thickness for each installation shall be determined using the minimum wall thickness calculations shown in Appendix X1 of ASTM F1216 for fully deteriorated pipe (see X1.2.2). These calculations to be used for the Type A per ASTM F1216 (inverted).

The calculated minimum wall thickness for each main line installation shall be submitted using the following parameters and be submitted to the Engineer for approval at the pre-construction meeting:

Formula:	See F1216, Appendix X1.2.2 for the Fully Deteriorated H20 Wheel loading where applicable
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Safety factor:	2 to 1
Water height:	10 feet water above pipe
Soil modulus:	1000 psi

908-5 LINER STRUCTURAL CRITERIA

The installed cured in place pipe liner shall meet the following minimum structural criteria:

- Flexural Strength (ASTM D790) 4,500 psi
- Flexural Modulus (ASTM D790) 250,000 psi
- Heat Distortion Temperature 70 deg C
- Retention of Properties to Account for Long Term Effects (D2990) 50%

908-6 MATERIALS

The liner tube shall be sewn together and comprised of several layers of absorbent non-woven felt material and meet the requirements of ASTM F1216 Section 5.1 or ASTM D5813, Sections 5 and 6. The sewn connections shall be stronger than the non-sewn felt material. No felt tube splices shall be allowed within installed lengths of liner. The tube shall be capable of withstanding the installation pressures. The tube shall be manufactured such that the outside diameter of the installed and cured liner shall provide a tight fit against the internal pipeline circumference.

The outside layer of the liner shall be coated with an impermeable flexible membrane that will contain the resin and allow the resin impregnation to be monitored. The tube shall not contain materials that shall cause delamination of the cured CIPP. No dry or unsaturated layers shall be evident. Any patches applied to impregnation sites must be completely secured and lie flat on the liner wall; any loose patches must be repaired by the Contractor.

The wall color of the interior lateral surface shall be a relatively light reflective color so that a detailed examination of the lining system can be performed.

The resin system to be utilized in the liner shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 or ASTM D5813.

The liner end seals shall be a hand applied/troweled product that will bond directly to the liner and the existing concrete headwall based on information supplied by the manufacturer of the product.

908-7 INSTALLATION

The Contractor shall deliver notices to each residence on each side of the street that is being worked on. Included within this contract is the requirement to provide notices to the affected residences at least two days in advance of beginning work as specified herein. Format and content of each notice shall be as shown in the Appendix or as approved by the City. Such notice shall at a minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction for the work, typical road access restriction, the times of any restricted driveway access, the Contractor's representative and phone number, the City representative and phone number, along with any other information requested by the City. All notices shall be approved by the City for content and delivery schedule 48 hours prior to actual delivery. If the Contractor would like to use the City's sample notice provided in the Appendix, an electronic version may be provided upon request. Once notices are delivered, the work in that area must occur unless approval is provided by the City for the rescheduling of the work.

The Contractor shall be in full compliance with the State Regulations regarding safety in confined spaces and shall have proper safety equipment, including shoring, gas detectors, and harnesses, at the site.

Designate a location where the tube will be impregnated. The volume of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional resin in the range of 5% to 10% for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum and roller impregnation process shall be used to remove air from the tube and uniformly distribute the resin.

The liner tube will be inverted using air or steam pressure, inverting the liner inside-out in a controlled, restrained manner until the liner tube reaches the end of the storm drain pipeline. The liner tube shall not be installed in an uncontrolled fashion. The liner tube will be designed to fit tightly against the host pipe annular space and gaps. Invert the liner tube to ensure the liner is tight against the host pipe until fully cured. The resin-impregnated liner tube will cure within 4 hours without external heat sources. Once the curing process is finished, the sewer collection pipe is immediately inspected for final acceptance. The new lined pipe will be free of any foreign objects providing a smooth, seamless and continuous lined pipe from manhole to manhole. Any irregularities or folds impeding the flow of storm flow within the lined pipe will need to be repaired by the Contractor in a manner approved by the City.

Quality control testing of the installed CIPP liner is required for this project.

One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold in accordance with ASTM F1216 Section 8.1.1. Each sample shall then be halved lengthwise, with the cut not falling on the seam. These cuts shall be clean and smooth so as to allow easy inspection and measurement by the City inspector. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged on each half with information including, but not limited to, the location of sample, line segment number and date.

The sample shall be checked by the City inspector using ASTM D5813 (8.1.2) to verify the minimum wall thickness specified in Table 1 of this Specification. All samples shall be held onsite until this inspection has occurred. Any missing samples shall result in a deduction of \$500 from the applicable bid item total price.

The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the City. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D638 and ASTM D790 to confirm that the pipe liner conforms to the minimum requirements of the SSPWC Section 500-1.4.2. All testing shall be done by a single City-approved laboratory, unless otherwise approved by the City.

All costs for the above testing shall be paid for by the Contractor and included in the bid price for the mainline bid item.

Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with Section 500-1.4.8 of the General Specification (Greenbook) at no additional cost to the City. Missing lab results shall be considered non-compliant.

The Contractor shall be solely responsible for locating and marking the storm drain lateral to be connected to the rehabilitated mainline pipe.

After the rehabilitation pipe is complete and in place, the Contractor shall connect the storm drain lateral. Re-establish the lateral connections to the main line manually from within the main pipe. The Contractor shall re-connect the laterals, without excavation, from the interior of the main pipeline by means of a cutting device that re-establishes the lateral connections from a minimum of 95 percent to a maximum of 105 percent of the original storm drain lateral. The Contractor shall make every effort to reestablish the lateral in one piece, producing a single lateral cut coupon. The existing storm drain lateral is 12 inches in diameter.

All final lateral cuts shall be finished off with a wire brush to remove all chips, strings, and curlicues to provide a smooth opening.

Any repair of damages to properties, clean-up costs, or other repairs made necessary by the Contractor's performance shall be solely the responsibility of the Contractor and will be performed by a subcontractor approved or selected by the City. Any costs associated with these repairs will be deducted from submitted invoices.

908-8 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in the bid item identified in Section 901-17. Work item shall be measured on a unit price (per linear foot) basis for different depths and includes all labor, materials, equipment, tools, transportation and incidentals necessary for the installation of the specified cured in place pipe (CIPP) lining of the storm drain pipeline to the extents shown on the Plans, including all efforts to access, cure, finish and reconnect the adjacent storm drain lateral connection, post lining CCTV inspection, repairs of unacceptable folds or failures in the lining, quality control testing, and appurtenant work complete and in place in accordance with the Contract Documents.

SECTION 909 STORM DRAIN SYSTEMS

909-1 GENERAL

Work shall include items necessary for the complete installation and construction of public storm drainage pipeline systems, including manhole structures, drainage inlets, connections, shipment, storage and other details and appurtenances thereto. The work herein provided for is to be done in accordance with the plans, profiles, cross-sections, and shall conform to the Standard Specifications Section 207 "Gravity Pipe" and Section 306 "Open Trench Conduit Construction", except as modified within these Special Provisions.

909-2 SUBMITTALS

Submit a certificate of compliance for plastic pipe, including the average pipe stiffness, resin material cell classification and date of manufacture.

909-3 MATERIALS

All pipe and pipe material supplied by the Contractor shall be new.

Piping materials shall bear label, stamp, or other markings of specified testing agency.

Plastic pipe must be SDR-35 PVC pipe with smooth interior.

The residue from the ignition of PVC compounds must not exceed 30 percent as determined under ASTM D2584 except the muffle furnace temperature must be 840 ± 45 degrees F.

Pipes and fittings must be homogenous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semimatte or glossy in appearance and free of chalky, sticky, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooth and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal.

Store pipes in unit packages and protect the bell end of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet.

Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil,

grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.

The City shall reject pipes with cracked or split gaskets.

Protect pipes and fittings from damage when handling and installing.

909-4 STORM DRAIN PIPE

Storm drain pipe shall be polyvinyl chloride pipe (PVC). Storm drain pipe shall be free from defects, cracks, spalls, or other damage. Causes for rejection are listed in Standard Specifications Section 207. Joint materials shall be newly manufactured and shall be the correct material for the application. If the Engineer determines that the pipe or joint materials are inadequate, the materials shall be removed from the project site and replaced with new materials acceptable to the Engineer.

PVC shall be SDR 35, Class 160. PVC pipe and fittings shall be manufactured in accordance with the requirements of Section 64, Plastic Pipe, of the Standard Specifications. A manufacturer's Certificate of Compliance shall be provided in conformance with Section 64-1.02, "Materials", of the SSS and section 717 of these specifications.

909-5 PIPE JOINTS

PVC pipe joints shall be installed using specified materials and in accordance with the manufacturer's instructions as approved by the Engineer. Solvent cement shall be applied to pipe and fitting per ASTM D2855.

909-6 CONSTRUCTION

Install pipe in accordance with ASTM C1479, the manufacturer's recommendations and SSPWC Section 306-1. The contractor shall use the specifications of Section 306 "Open Trench Conduit Construction" of the Standard Specifications for the installation of the required items. The specified section identifies requirements for trenching, backfill, laying pipe, bedding, and joining pipe.

For PVC pipe, whenever the atmospheric temperature is forecast to be 40 degrees F or less, demonstrate to the Engineer that the bar and block method or any other mechanical assistance method for assembling the pipes will not damage the pipes before proceeding with pipe assembly.

Contractor to place "No Dumping – Drains to Creek" stamp at each drainage inlet as designated in the plans. The "No Dumping – Drains to the Creek" stencil to be provided by the City. City Engineer to approve location prior to placement.

909-7 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in the bid item identified in Section 901-17.

Measurement of gravity piping shall be per linear foot (LF) of pipe constructed. Payment for gravity pipe shall be made at the contract unit price per linear foot, and shall constitute full compensation for construction of reinforced concrete pipe, and all earth and trench work including excavation, dewatering, forming, placing bedding and backfill, compaction efforts, pipe jointing, connection to structures, and joining existing storm drain pipe; installation of aggregate base and asphalt concrete pavement as necessary to repair excavations within existing asphalt concrete pavement; or other street improvements, and no additional payment will be allowed therefor. PVC piping shall be additionally constructed in accordance with and meet the requirements of Section 917 of these Special Provisions.

The above contract price and payment shall be considered as full compensation for furnishing all labor, tools, equipment, materials, transportation, storage, and incidentals, and for doing all the work involved and necessary for removal or relocation of items specified in the Bid Schedule, complete in place, as specified in the SS and these Special Provisions, and as directed by the Engineer.

Measurement and payment for the "No Dumping" stamp shall be based on the contract price per each (EA) unit of stamp placed. The unit price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in placement of "No Dumping" stamp, complete in place as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

SECTION 910 SURVEY MONUMENTS AND EXISTING UTILITIES

910-1 GENERAL

The Contractor shall locate and protect any and all survey monuments and ties that may be damaged or destroyed by the Contractor's operation. The Contractor shall utilize a licensed surveyor to tie out all survey monuments, ties, nails, markings, and related items prior to beginning the work, and to reestablish them as necessary after the work. All existing nails, markers, iron pipes, and monument boxes and covers within the limits of the work area shall be protected during construction or replaced in kind upon the completion of the Work in all cases. The Contractor shall mark and identify all monument locations prior to the Work and shall protect the monuments in place during construction. During grinding operations, the Contractor shall grind around the monuments (including frames and covers) and leave them undisturbed whenever possible. During final paving the Contractor shall protect the monuments in place where possible and perform the Work such that the monuments are flush with the surrounding pavement. At the end of the Work all monuments (including iron pipe and nail monuments) shall be clean, visible, and undisturbed. All survey monument boxes and covers within the Work Area shall be replaced as a part of the Work and shall be at grade at the conclusion of the Work. Survey monument boxes and covers shall be replaced in accordance with City of Santa Paula Standard Plans 420 and 421.

All pavement around the existing at-grade utility structures shall be ground around prior to asphalt concrete installation and the utility structure shall be protected in place such that the utility structure will be flush with the finished surface after asphalt concrete installation. New valve cans, manholes, and cleanouts shall be installed to the grade of the finished paving. The Contractor shall make every effort to install pavement to meet the grades of existing utilities and monuments such that the utilities or monuments are flush with the finished pavement. Where utilities fall more than ¼ inch below grade after paving operations are complete or as required by the City the Contractor shall raise the utilities utilizing materials and methods that shall match those of the existing utility structures and conform to City of Santa Paula Standard Plans and/or the requirements of the relevant agency at no additional cost to the City. Slip cans may be used for the raising of existing valve cans at the Contractor's discretion. As an alternative to grinding around at-grade utility structures, protecting them in place, and raising structures as needed, the Contractor may elect to lower all utilities, perform the paving work, then raise all utilities. This is an acceptable approach and shall be included in the amount bid under Bid Item 32.

Any structure damaged during the Work shall be replaced in kind. Structures (frames and/or covers) identified to be raised, that are replaced due to damage, or otherwise need to be raised to grade after paving work is complete shall match existing and shall conform to City of Santa Paula Standard Plans as applicable.

Prior to demobilization the Contractor shall ensure all utility structures (including manhole lids and utility valve boxes, etc.) are visible and do not have asphaltic materials or residue adhered to them.

910-2 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in the bid item identified in Section 901-17.

SECTION 911 RECORD DRAWINGS

The Contractor shall furnish a marked-up set of Drawings indicating conditions as constructed, which shall reflect all changes made during construction and accurately document all facilities as observed or as constructed in the field.

The Contractor shall maintain at the jobsite one set of full size contract drawings neatly marked with red lines to show any deviations that have been made from the Contract Documents including buried or concealed construction and utility features that are revealed during the course of construction. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate fully the Work as actually constructed. Record drawings shall be accessible to the City at all times during the construction period and shall be delivered to the City upon completion and prior to acceptance of the Work.

The Contractor shall furnish "Record Layout Sheets," which are a marked-up set of pipe layout sheets indicating conditions as constructed, reflecting all changes made during construction and accurately documenting all facilities as observed or as constructed in the field. At a minimum, the Record Layout Sheets shall show specific placement of each pipeline. The Record Layout Sheets shall reflect all changes made during construction. The Contractor shall maintain and update the Record Layout Sheets as work progresses.

911-1 MEASUREMENT AND PAYMENT

Measurement and payment shall be included in the bid item identified in Section 901-2.

**SPECIAL
PROVISIONS
PART II –
Safety
Requirements**

**SPECIAL PROVISIONS
PART II - SAFETY REQUIREMENTS**

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SPECIAL PROVISIONS
PART II - SAFETY REQUIREMENTS

1101 PUBLIC CONVENIENCE

Conduct operations as to offer the least possible obstruction and inconvenience to the public, and it shall have under construction no greater length or amount of Work than it can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the special provision, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Where possible, such traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at its expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces shall continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

1102 PUBLIC SAFETY

Whenever the operations create conditions hazardous to traffic or to the public, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

Furnish such flaggers as are necessary to give adequate warning to traffic or the public of any dangerous conditions to be encountered. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the Manual of Traffic Controls. Signs and other protective devices furnished and erected, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of existing signs, lights and traffic control devices or any construction area signs and traffic control devices.

No material or equipment shall be stored where it shall interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

1103 PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed. Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work, or as

good as required by the specifications accompanying the contract, if any such objects are a part of the Work being performed under the contract.

The fact that any underground facility is not shown upon the plan shall not relieve the Contractor of its responsibility. It shall be the Contractor's responsibility to ascertain the location of such underground improvements or facilities which may be subject to damage by reason of its operations.

1104 VEHICLE CODE

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in said Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

**SPECIAL
PROVISIONS
PART III –
Pollution Control
Requirements**

SPECIAL PROVISIONS
PART III - POLLUTION CONTROL REQUIREMENTS

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SPECIAL PROVISIONS

PART III – POLLUTION CONTROL REQUIREMENTS

The streams, rivers and lakes in Ventura County, and the ocean along our coast, are important sources of water supply, wildlife habitat and recreational opportunity. Unfortunately, pollutants such as sediment, floating materials, oil, grease, and animal wastes are being carried into these waters by storm water runoff from streets, roads, and storm drain systems. Construction activities have been identified as common sources of these pollutants. Federal, state, and local laws now require that construction activities be conducted in a manner that reduces storm water pollution as much as possible. The Ventura Countywide Storm Water Quality Management Board has produced guidelines as follow:

2101 GENERAL SITE MANAGEMENT

- When fluids or dry materials spill, cleanup would be immediate, thorough, and routine. Never attempt to “wash them away” with water, or bury.
- Report significant spills to the appropriate spill response agencies immediately.
- Recognize that different types of materials have different disposal requirements and follow appropriate practices.
- Confine nonhazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal.
- Handle hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required. Common hazardous debris found on construction sites are liquid residues from paints, thinners, solvents, glues, and cleaning fluids; leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium; motor oil, gear oil, antifreeze fluids, brake fluids, etc.; and unused pesticides.

2101.1 SANITARY WASTE MANAGEMENT

Prevent the discharge of sanitary waste to storm water by providing convenient, properly located, well maintained facilities.

- Hire a licensed portable sanitary facility leasing company which shall clean the facilities regularly and keep them in good working order.
- Make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain inlets.
- Regularly inspect the facilities for any leaks, and have defective units replaced.

2101.2 VEHICLE AND EQUIPMENT MANAGEMENT

Use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking.

- Do not allow leaking vehicles and equipment on-site. Inspect equipment and vehicles frequently for leaks and repair them immediately. Clean up spills and leaks promptly with absorbent materials; do not flush with water.
- Fuel, maintain, and repair vehicles and equipment off-site whenever possible and on site only in designated areas. Prevent run-on and run-off from designated areas. Provide containment devices and cover if necessary.
- Wash vehicles and equipment vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. Use wash rocks at construction exits to remove caked-on sediments from vehicles. Use phosphate-free, biodegradable soaps; steam clean in confined area only.
- When not in use, store equipment and vehicles in designated, contained areas. Place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, you must use drip pans and drop cloths to catch drips and spill. Collect all spent fluids, store in separate containers, and recycle

whenever possible. **ATTENTION: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous wastes.**

2102.3 SUBSURFACE WATER CONTROL

Prevent or reduce the discharge of pollutants to storm water from surface and subsurface water control operations by using the following methods.

- For surface water control operations where the flow is routed to bypass the construction area, establish stable, erosion-resistant conveyance routes for the diverted flow. Trap any significant sediment (e.g. mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.
- In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g. mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin.
- If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.
- In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.
- Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

2102 CONSTRUCTION MATERIAL MANAGEMENT

2102.1 CONCRETE AND MOTOR PRODUCTS

Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

- Store and mix dry and wet materials either off-site or under cover, away from drainage areas.
- For washout of concrete trucks, provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.
- Prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of soils engineer or as solid waste or recycle.
- Inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

2102.2 ASPHALT AND BITUMINOUS PRODUCTS

Prevent or reduce the discharge of pollutants from asphalt and bituminous operations, by preventing run-on and run-off during the operation, properly disposing of wastes, and training employees and subcontractors.

- Avoid prime or tack coating during wet weather.
- Store materials away from drainage courses to prevent material from entering the run-off.
- Cover catch basins and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- Make sure sand gravel placed over new asphalt doesn't wash into storm drains, streets, or creeks.
- Dispose of old asphalt properly. Collect and remove all broken asphalt from the site and recycle whenever possible. Do not dispose of asphalt products into waterways.
- Follow the storm water permitting requirements for industrial activities if paving involves an on-site mixing plant.

2102.3 IMPORT, EXPORT AND STOCKPILES

Prevent pollution of storm water during import, export and stockpiling of earthwork material.

- Plan for earthwork operations that shall minimize the need for import and/or export.
- Cover vehicles importing/exporting soil and aggregate on the site for dust control.
- Divert run-off around stockpiles.
- Inspect the stockpile area periodically and after every significant rainfall; repair as necessary to minimize erosion and sedimentation.
- For long term stockpile sites, consider vegetation as a means for stabilization.

2102.4 TREATED LUMBER AND WOOD PRODUCTS

Treated lumber and wood products contain preserving chemicals such as formaldehyde, arsenic, copper, creosote, and chromium. These chemicals and metals may enter the storm water system as surfaces flake, decay or leach from sawdust, particle board dust or treated wood.

- Store these products within buildings or outdoor covered areas. If stored in an outdoor covered area, provide containment such as berms or curbing around the storage area.
- Slope outside paved areas to minimize pooling of water on the site where treated wood products are stored. When appropriate, materials should be elevated on pallets to prevent leaching pollutants into storm water.
- Dispose of sawdust and wood shavings in covered, watertight trash containers. Inspect containers of leaks and repair any that are not watertight.
- Collect site wood waste daily, especially during rainy and windy conditions.

2102.5 PAINTS SOLVENTS, ADHESIVES, AND CLEANING SOLUTIONS

Keep all liquid paint products and wastes away from the gutter, street, storm drains, and drainage channels.

- Where possible, completely use or recycle excess paint. Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous wastes.
- Thoroughly dry empty paint cans, spent brushes, rags, absorbent materials, and drop cloths prior to disposal.
- Never clean sprayers, brushes or rinse paint containers into a street, gutter, storm drain or stream. For water-base painting operations, dispose of wash water in a designated contained area and properly dispose of residue. For oil-base paints, dispose in designated contained areas.
- When stripping or cleaning exteriors with high-pressure water, direct wash water to a designated contained area and properly dispose of residue.

2102.6 LANDSCAPE VEGETATION, PESTICIDES, FERTILIZERS

- Many landscaping activities expose soils and increase the likelihood that earth, cleared vegetation, and garden chemicals shall run-off into the storm drains during irrigation or when it rains.
- Prevent disbursement of stockpiles and landscaping materials by wind and/or rain by storing them under tarp or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoor in secured areas.
- Use up pesticides and rinse containers. Use rinse water as additional pesticide. Dispose of rinsed containers in the trash or recycle bin. Dispose of unused pesticide as hazardous waste.

2102.7 CONSTRUCTION WATER

Reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site.

- Store construction water in leak proof tanks, located away from the drainage system.
- Use construction water conservatively.
- Whenever possible, dispose of excess water on site by allowing it to soak into the ground.

2102.8 SAW CUT SLURRY

Saw cut slurry contains pollutants that must be contained and disposed of properly.

- Prevent saw cut slurry from entering catch basins, manholes and storm drains.
- Direct slurry into a temporary pit. Dispose of by shoveling or vacuuming the slurry into a truck and removing from the site.
- Place drip pans or absorbent materials under saw cutting equipment when not in use. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

2103 TEMPORARY EROSION AND SEDIMENT CONTROL

2103.1 STABILIZING EXPOSED AREAS

Exposed soil, after cleaning, grading, or excavation, significantly increases the opportunity for erosion by wind and water. To prevent sediment from entering the drainage system, stabilize exposed areas as quickly as possible.

- Minimize disturbance and soil exposure by retaining natural vegetation, adopting phased construction techniques, and using temporary cover. Once grading activities are completed, plant temporary/permanent vegetation or other erosion control measures as soon as possible.
- Protect exposed areas subject to erosion by vegetating and/or mulching, netting, or appropriate means.
- Monitor and inspect sites frequently assure the measures are functioning properly and correct problems promptly.
- Use compacted, vegetated earthen dikes, pipes, or other stable drainage structures to minimize erosion by diverting off-site run-off around or through the construction site.

2103.2 TRAPPING AND FILTERING SEDIMENT

If erosion generated by run-off from cleared areas of the construction site cannot be prevented, trap and filter sediment to stop eroded soil and debris from being carried off site.

- Place suitable barriers, such as sandbags, hay bales or silt fences at the following locations;
 - 1) Across large areas of sheet flow, including graded streets, slopes and pad areas, at intervals dictated by field conditions; the less protected and erosive the surface, and the steeper the slope, the shorter the interval, etc.
 - 2) Around or upstream of drainage collection points, such as drainage inlets, catch basins and channel/swale junctions.
 - 3) Along property or grading boundaries where run-off containing eroded material can leave or enter the site.
 - 4) At spillway locations of sedimentation basins, where such basins are necessary.
- Construct/grade sedimentation basins upstream of critical locations, such as at storm drain catch basins, or where concentrated surface flow (e.g. swales, channels, diversion devices, etc.) leaves the sites.
- Size sediment trapping and filtering devices to accommodate upstream run-off and accumulated sediment.
- Use compacted earthen dikes to divert run-off or channel water to a sediment trapping device.
- Stabilize dikes with vegetation or physical devices.
- Monitor trapping and filtering devices just before, during and after each rainfall event, and repair/replace where necessary.

2103.3 DUST CONTROL

Dust control measures are used to stabilize soil from wind erosion, and to reduce dust generated by construction activities.

- Avoid over-watering when water is used for dust control. Over-watering may cause erosion.

- Contact the local agency for approval when using dust control inhibitors other than water.
- Minimize the impact of dust by anticipating the direction of prevailing winds and provide covers for haul trucks transporting materials that contribute the dust.
- Control dust from haul roads, parking and staging areas. Reduce speed and trip frequency on unpaved roads.

2103.4 CONSTRUCTION ENTRANCES AND ROADWAYS

Stabilizing construction entrances and roadways significantly reduces the erosion, dust and off-site sediment tracking.

- Designate construction ingress and egress, access roads, subdivision roads, parking areas, and other on-site vehicle transportation routes immediately after grading. Stabilize by suitable means.
- Maintain stabilized entrances by regular inspections, repair of eroded/rutted areas, and removal of sediment deposits in the roadway.
- Seep paved areas that receive construction traffic whenever sediment is visible. Wash sediment/debris from the pavement only after through seeping.

2103.5 SPECIAL CONDITIONS FOR SLOPES

Slopes steepness and excessive slope lengths create situations which require special emphasis or erosion control and sediment reduction.

- Reduce the continuous length of slopes by utilizing benches, terraces, contour furrows, or diversion ditches.
- Utilized proper grading, barriers, or ditches to diver run-off away from denuded slopes or other critical areas.
- Preserve existing vegetation on steep, sensitive slopes.
- Provide temporary and long-term stabilization by planting grasses/groundcovers and/or mulching as soon as grading is completed.
- Mulch and/or net could be used as a temporary stabilizer when seeding/planting is impractical.
- Monitor and inspect slopes frequently for signs of erosion and correct problems with erosion control measures promptly.

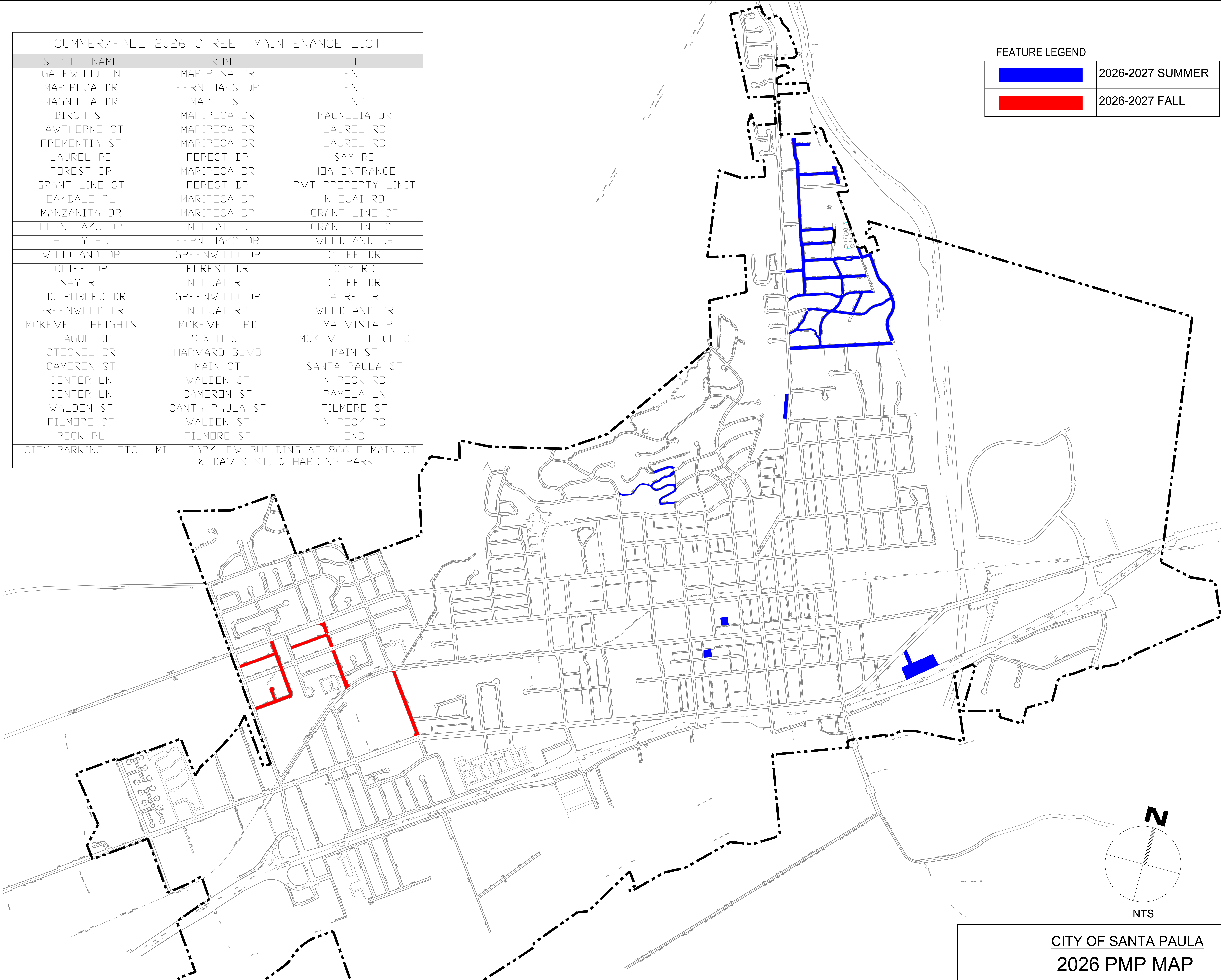
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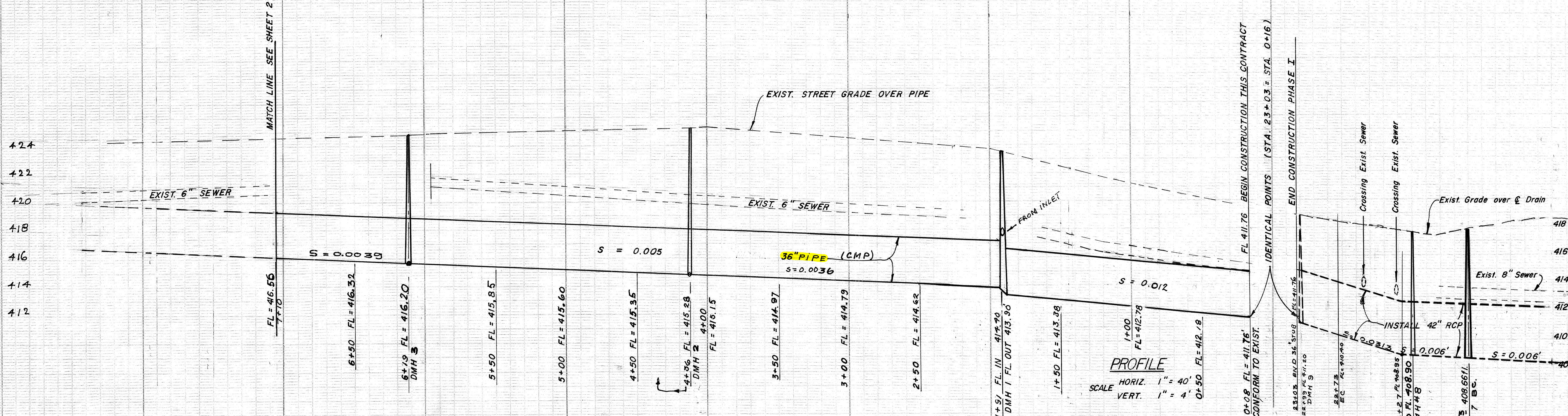
DRAWINGS

SUMMER/FALL 2026 STREET MAINTENANCE LIST		
STREET NAME	FROM	TO
GATEWOOD LN	MARIPOSA DR	END
MARIPOSA DR	FERN OAKS DR	END
MAGNOLIA DR	MAPLE ST	END
BIRCH ST	MARIPOSA DR	MAGNOLIA DR
HAWTHORNE ST	MARIPOSA DR	LAUREL RD
FREMONTIA ST	MARIPOSA DR	LAUREL RD
LAUREL RD	FOREST DR	SAY RD
FOREST DR	MARIPOSA DR	HOA ENTRANCE
GRANT LINE ST	FOREST DR	PVT PROPERTY LIMIT
OAKDALE PL	MARIPOSA DR	N OJAI RD
MANZANITA DR	MARIPOSA DR	GRANT LINE ST
FERN OAKS DR	N OJAI RD	GRANT LINE ST
HOLLY RD	FERN OAKS DR	WOODLAND DR
WOODLAND DR	GREENWOOD DR	CLIFF DR
CLIFF DR	FOREST DR	SAY RD
SAY RD	N OJAI RD	CLIFF DR
LOS ROBLES DR	GREENWOOD DR	LAUREL RD
GREENWOOD DR	N OJAI RD	WOODLAND DR
MCKEVETT HEIGHTS	MCKEVETT RD	LOMA VISTA PL
TEAGUE DR	SIXTH ST	MCKEVETT HEIGHTS
STECKEL DR	HARVARD BLVD	MAIN ST
CAMERON ST	MAIN ST	SANTA PAULA ST
CENTER LN	WALDEN ST	N PECK RD
CENTER LN	CAMERON ST	PAMELA LN
WALDEN ST	SANTA PAULA ST	FILMORE ST
FILMORE ST	WALDEN ST	N PECK RD
PECK PL	FILMORE ST	END
CITY PARKING LOTS	MILL PARK, PW BUILDING AT 866 E MAIN ST & DAVIS ST, & HARDING PARK	

FEATURE LEGEND

	2026-2027 SUMMER
	2026-2027 FALL



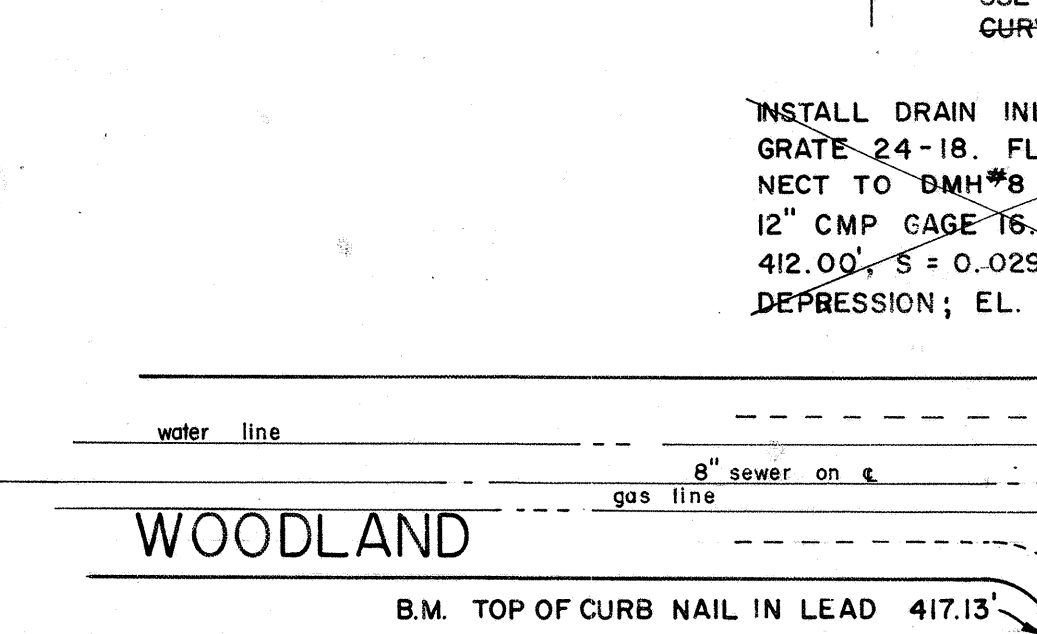
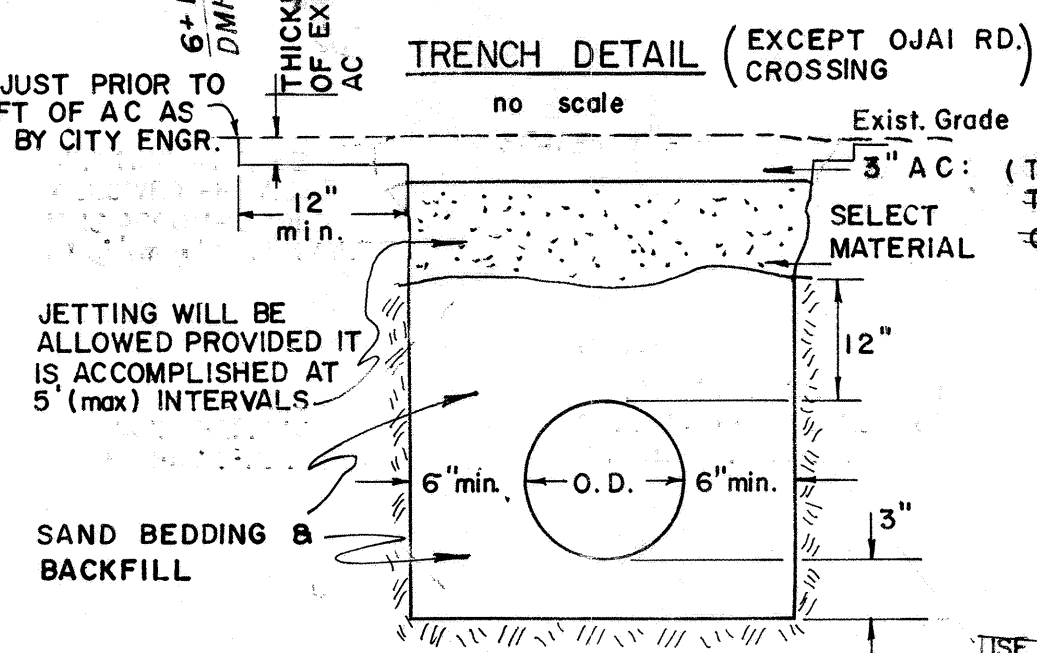


PROFILE
HORIZ. 1" = 40'
VERT. 1" = 4'

Legend
CIPP Rehabilitation

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF SANTA PAULA CONSTRUCTION STANDARDS & THE DESIGNATED STANDARDS & SPECIFICATIONS OF THE STATE DIVISION OF HIGHWAYS & TO THE SATISFACTION OF THE CITY ENGINEER.
2. ALL UTILITIES IN THE AREA OF CONSTRUCTION SHALL BE RELOCATED BY OTHERS.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES & OWNERS OF PRIVATE FACILITIES IN THE AREA OF CONSTRUCTION 48 HOURS IN ADVANCE OF PERFORMING ANY WORK.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE & PROTECT ALL UTILITY LINES & SUBSTRUCTURES.
5. ALL NECESSARY EASEMENTS WILL BE OBTAINED BY THE CITY OF SANTA PAULA.
6. WHERE PAVEMENT IS REMOVED, REPLACE WITH 3" ASPHALT CONCRETE ON PIPE BACKFILL (SUB-GRADE 95% COMPACTION).
7. SOME OF THE SURPLUS EXCAVATION MATERIAL MAY BE PLACED ON MR. ROY WILSON'S PROPERTY LOCATED ON THE EAST END OF SAY ROAD, BUT ONLY AT THE LOCATIONS DESIGNATED BY MR. WILSON.
8. FOR BACKFILL, SELECTED EXCAVATION MATERIAL, INCLUDING ROCKS PASSING A 6" MESH, MAY BE USED. THE COMPACTION REQUIREMENTS OF THE STD. SPECS. WILL BE STRINGENTLY ENFORCED.
9. CONSTRUCTION SHALL ALLOW ACCESS ACROSS PRIVATE DRIVEWAYS AT THE END OF EACH WORKING DAY.
10. ALL 30" & 36" CMP SHALL BE ASPHALT COATED & INVERT PAVED.
11. ALL EXPOSED UTILITY & PETROLEUM LINES SHALL BE PROPERLY SUPPORTED DURING CONSTRUCTION & BACKFILLED WITH SAND ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE RESPECTIVE UTILITY OR PETROLEUM COMPANY.
12. ALL PRIVATE PROPERTY (DRIVEWAYS, CURBS, LANDSCAPING, ETC.) SHALL BE RESTORED TO ITS PRE-CONSTRUCTION CONDITION AS DETERMINED BY THE CITY ENGINEER.



NOTE: CROSSED OUT NOTES NOT APPLICABLE FOR THIS CONTRACT

Depression 0.2', Grate 24-18
NW CORNER: FL = 421.45'
Grate = 423.45'
NE CORNER: FL = 423.75'
Grate = 425.75'

LEGEND

- WATER METER
- WATER LINE
- WATER VALVE
- GAS LINE
- GAS METER
- POWER POLE
- SEWER LINE
- SEWER MAN HOLE
- 4" RICHFIELD GAS LINE
- FIRE HYDRANT

Revised 7-20-72

SPECIFICATION #216

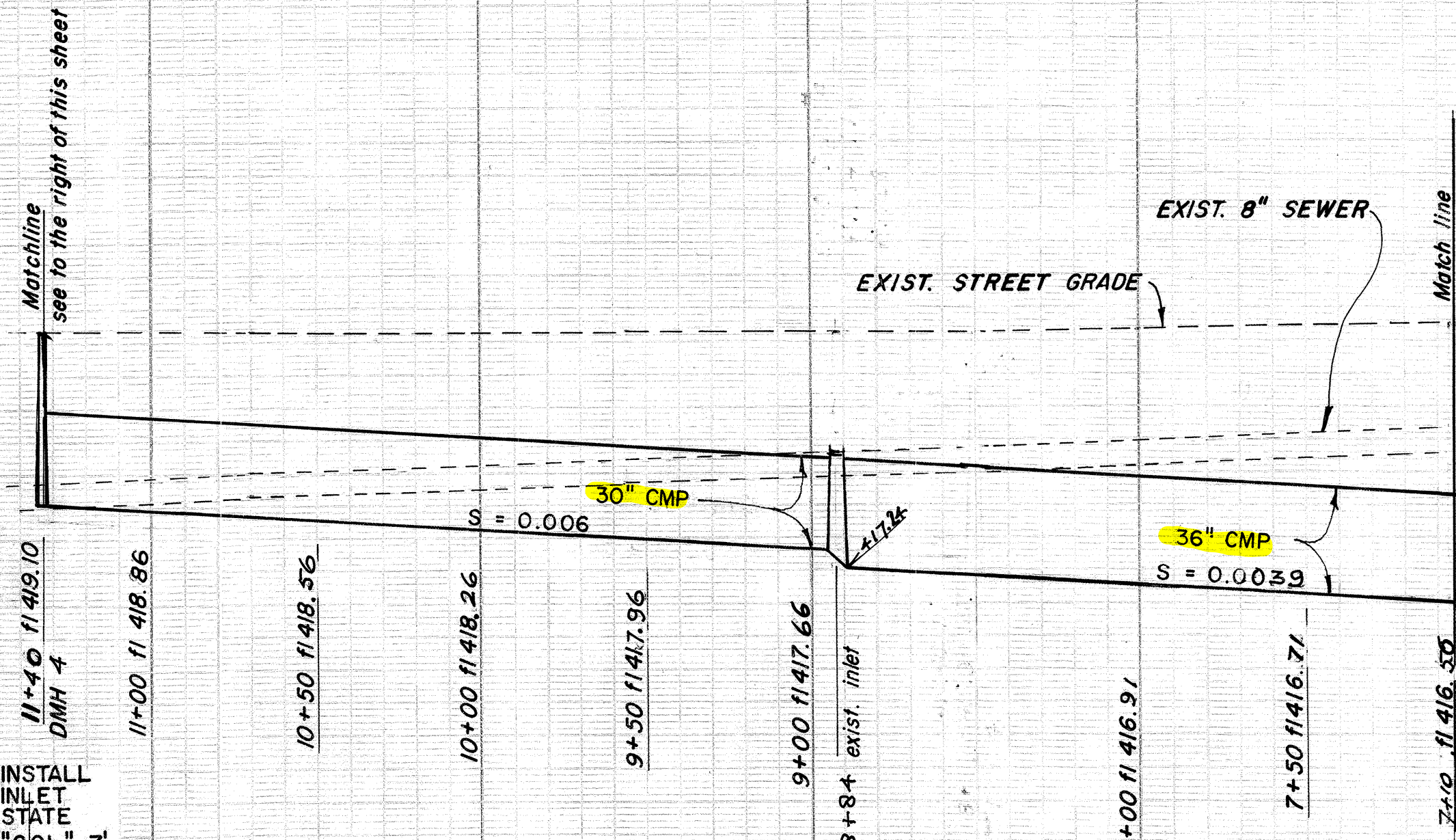
AS BUILT

CITY OF SANTA PAULA		
PHASE II THE OAKS DRAIN		
PORTION ALONG LAUREL RD. & FERN OAKS DR.		
DRAWN BY T.H.	DESIGNED BY H.d.J.	CHECKED BY R.P.
APPROVED Robert B. Padonelli		DATE 7-20-72
CITY ENGINEER RCE 16478		
SCALE 1" = 40'	SHEET 1 OF 2 SHEETS	

STA 21+95
INSTALL DRAIN INLET STATE 61,
GRATE 24-18, FL. 415.20' CONNECT
TO 42" RCP WITH 5' OF 12" CMP
GAGE 16.

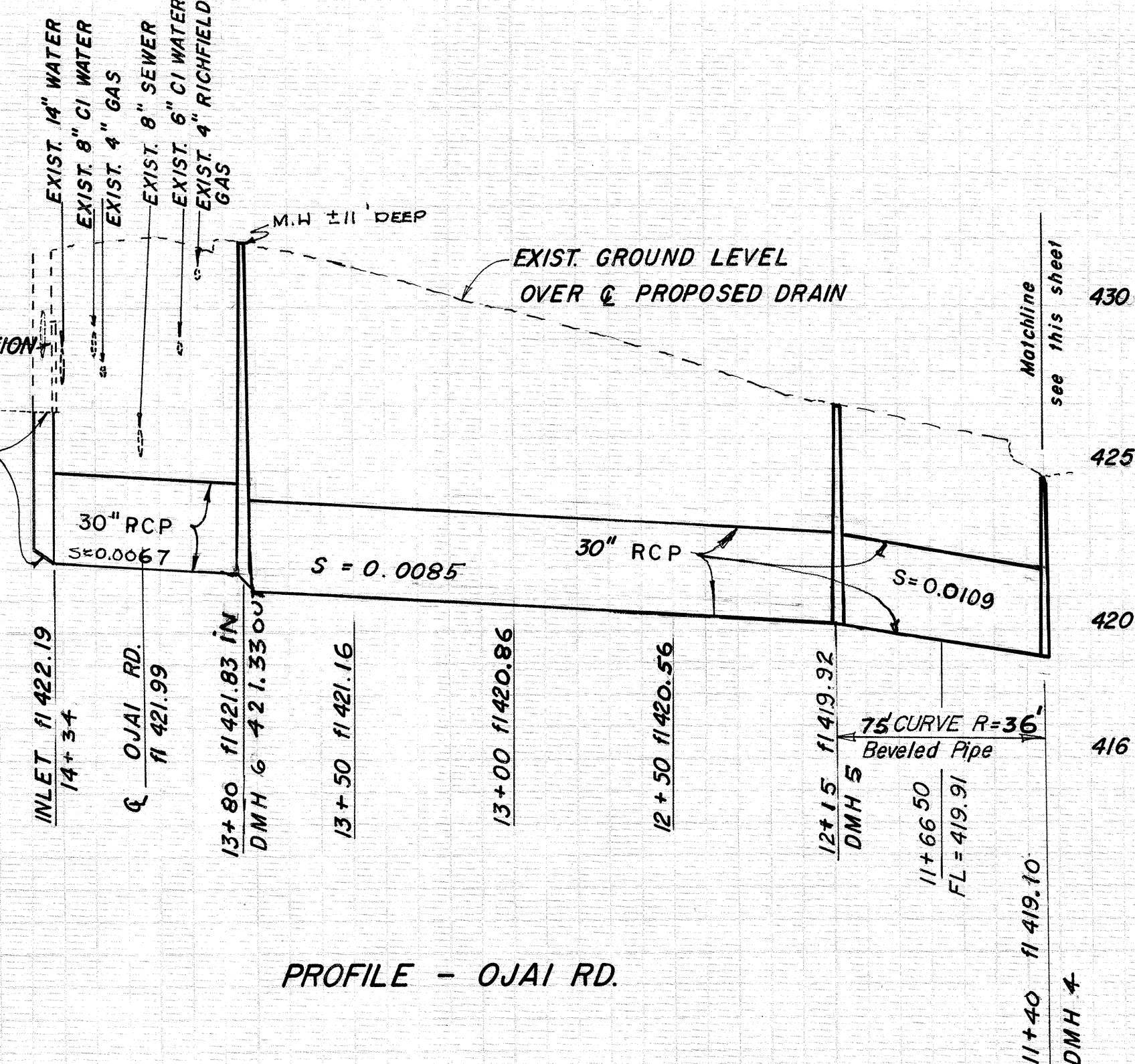
FB 12 pg 6
SD 174 4/5 FB 13 pg 119

422
420
418



PROFILE - FERN OAKS DRIVE

426 REMOVE EXIST. INLET & CONSTRUCT INLET DOWN TO NEW FL.
424 STATE GOL 7'



PROFILE - OJAI RD.

1" = 40' HORIZ.
1" = 4' VERT.

Legend

- CIPP Rehabilitation
- 18" SDR35 PVC
- 12" SDR35 PVC

EXIST. DRAINS FROM WEST & NO. TO BE CONNECTED TO DRAIN INLET

INSTALL 58' of 30" RCP CL. IV

STA. 14+34 CONSTRUCT DRAIN INLET STATE GOL 14' 0.25' DEPRESSION FL. INLET 422.19' TOP GRATE 431.25'

JUNE ST.

INSTALL 40' of 24" RCP CLASS IV S = 0.058

INSTALL DRAIN INLET STATE GOL 7' 0.25' DEPRESSION FL. INLET VARIES TOP GRATE 426.45'

REMOVE & SALVAGE CMP MANHOLE

NOTE: ALL GRATES WILL BE STATE TYPE 24-13 ALL GOL INLETS TO BE CONSTRUCTED ON GRADE AS SPECIFIED IN STATE STANDARD PLANS. JAN. 1971 PG 39 (D 78)

REMOVE INLET SALVAGE HARDWARE WHICH MAY BE USED IN OTHER LOCATION. CONSTRUCTION BACKFILL SAME AS TRENCH

REPLACE 4" THICK 4.5' WIDE PCG SIDEWALK

INSTALL DRAIN INLET STATE GOL 0.25' DEPRESSION FL. INLET 423.50' TOP GRATE 426.40'

Abandon in place 18" CMP

REMOVE & SALVAGE EXIST. 24" CMP (300'±) DRIVE

INSTALL 36" CMP

INSTALL GO INLET

INSTALL 30" CMP

REMOVE & REPLACE CURB WHERE NECESSARY FOR CONSTRUCTION

USE BEVELED PIPE FROM STA. 11+40 to STA. 12+15 RADIUS & PIPE = 36'

REMOVE & SALVAGE 24" CMP (130'± lin. ft.) BACKFILL TRENCH

REPLACE 3" AC SIDEW.

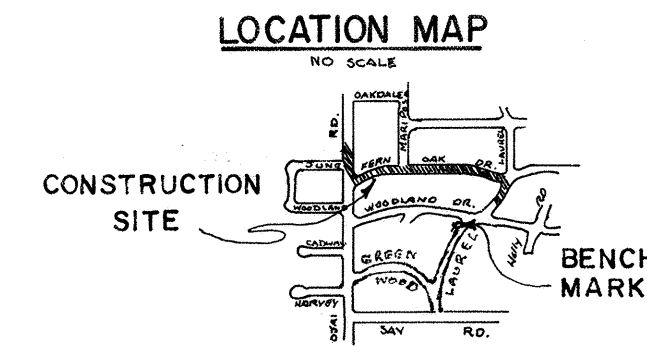
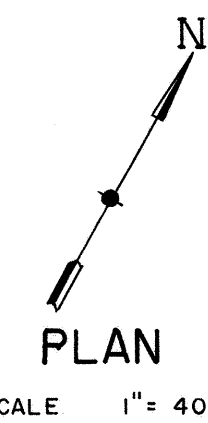
CITY WILL ACQUIRE ALL NECESSARY ENCROACHMENT PERMITS FROM STATE

DETAIL INLET

Eastside Ojai Road

1" = 5'

CUT & CAP OR PLUG EXIST. 4" RICHFIELD GAS PIPES



AS BUILT 12-15-72

Revised 7-20-72

FB 13 P119

SD 174 5/5

SPECIFICATION # 216

CITY OF SANTA PAULA

THE OAKS DRAIN

Phase II

Mariposa to Ojai Rd.

DRAWN BY	T.H.	DESIGNED BY	H.d.J.	CHECKED BY	R.B.P.
APPROVED	Robert B. Padon, City Engineer				DATE
SCALE	1" = 40'				SHEET 2 OF 2 SHEETS

APPENDIX

Appendix A

Sample DIR Determinations

(visit www.dir.ca.gov for current determinations for all labor classifications)

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GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: OPERATING ENGINEER[#]

Determination:

SC-23-63-2-2021-2

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$49.65	8	\$79.69	\$104.515	\$104.515	\$129.34
Group 2	\$50.43	8	\$80.47	\$105.685	\$105.685	\$130.90
Group 3	\$50.72	8	\$80.76	\$106.120	\$106.120	\$131.48
Group 4	\$52.21	8	\$82.25	\$108.355	\$108.355	\$134.46
Group 6	\$52.43	8	\$82.47	\$108.685	\$108.685	\$134.90
Group 8	\$52.54	8	\$82.58	\$108.850	\$108.850	\$135.12
Group 10	\$52.66	8	\$82.70	\$109.030	\$109.030	\$135.36
Group 12	\$52.83	8	\$82.87	\$109.285	\$109.285	\$135.70
Group 13	\$52.93	8	\$82.97	\$109.435	\$109.435	\$135.90
Group 14	\$52.96	8	\$83.00	\$109.480	\$109.480	\$135.96
Group 15	\$53.04	8	\$83.08	\$109.600	\$109.600	\$136.12
Group 16	\$53.16	8	\$83.20	\$109.780	\$109.780	\$136.36
Group 17	\$53.33	8	\$83.37	\$110.035	\$110.035	\$136.70
Group 18	\$53.43	8	\$83.47	\$110.185	\$110.185	\$136.90
Group 19	\$53.54	8	\$83.58	\$110.350	\$110.350	\$137.12
Group 20	\$53.66	8	\$83.70	\$110.530	\$110.530	\$137.36
Group 21	\$53.83	8	\$83.87	\$110.785	\$110.785	\$137.70
Group 22	\$53.93	8	\$83.97	\$110.935	\$110.935	\$137.90
Group 23	\$54.04	8	\$84.08	\$111.100	\$111.100	\$138.12
Group 24	\$54.16	8	\$84.20	\$111.280	\$111.280	\$138.36
Group 25	\$54.33	8	\$84.37	\$111.535	\$111.535	\$138.70

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.60
Training	\$1.05
Other	\$0.39

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #

Determination:

SC-23-63-2-2021-2

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

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Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$50.15	8	\$80.19	\$105.265	\$105.265	\$130.34
Group 2	\$50.93	8	\$80.97	\$106.435	\$106.435	\$131.90
Group 3	\$51.22	8	\$81.26	\$106.870	\$106.870	\$132.48
Group 4	\$52.71	8	\$82.75	\$109.105	\$109.105	\$135.46
Group 6	\$52.93	8	\$82.97	\$109.435	\$109.435	\$135.90
Group 8	\$53.04	8	\$83.08	\$109.600	\$109.600	\$136.12
Group 10	\$53.16	8	\$83.20	\$109.780	\$109.780	\$136.36
Group 12	\$53.33	8	\$83.37	\$110.035	\$110.035	\$136.70
Group 13	\$53.43	8	\$83.47	\$110.185	\$110.185	\$136.90
Group 14	\$53.46	8	\$83.50	\$110.230	\$110.230	\$136.96
Group 15	\$53.54	8	\$83.58	\$110.350	\$110.350	\$137.12
Group 16	\$53.66	8	\$83.70	\$110.530	\$110.530	\$137.36
Group 17	\$53.83	8	\$83.87	\$110.785	\$110.785	\$137.70
Group 18	\$53.93	8	\$83.97	\$110.935	\$110.935	\$137.90
Group 19	\$54.04	8	\$84.08	\$111.100	\$111.100	\$138.12
Group 20	\$54.16	8	\$84.20	\$111.280	\$111.280	\$138.36
Group 21	\$54.33	8	\$84.37	\$111.535	\$111.535	\$138.70
Group 22	\$54.43	8	\$84.47	\$111.685	\$111.685	\$138.90
Group 23	\$54.54	8	\$84.58	\$111.850	\$111.850	\$139.12
Group 24	\$54.66	8	\$84.70	\$112.030	\$112.030	\$139.36
Group 25	\$54.83	8	\$84.87	\$112.285	\$112.285	\$139.70

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.60
Training	\$1.05
Other	\$0.39

Recognized holidays:

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PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: OPERATING ENGINEER (MULTI-SHIFT)#

Determination:

SC-23-63-2-2021-2

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Group 4	\$53.21	8	\$83.25	\$109.855	\$109.855	\$136.46
Group 5	\$53.31	8	\$83.35	\$110.005	\$110.005	\$136.66
Group 6	\$53.43	8	\$83.47	\$110.185	\$110.185	\$136.90
Group 7	\$53.53	8	\$83.57	\$110.335	\$110.335	\$137.10
Group 8	\$53.54	8	\$83.58	\$110.350	\$110.350	\$137.12
Group 9	\$53.64	8	\$83.68	\$110.500	\$110.500	\$137.32
Group 10	\$53.66	8	\$83.70	\$110.530	\$110.530	\$137.36
Group 11	\$53.76	8	\$83.80	\$110.680	\$110.680	\$137.56
Group 12	\$53.83	8	\$83.87	\$110.785	\$110.785	\$137.70
Group 13	\$53.93	8	\$83.97	\$110.935	\$110.935	\$137.90
Group 14	\$53.96	8	\$84.00	\$110.980	\$110.980	\$137.96
Group 15	\$54.04	8	\$84.08	\$111.100	\$111.100	\$138.12
Group 16	\$54.16	8	\$84.20	\$111.280	\$111.280	\$138.36
Group 17	\$54.33	8	\$84.37	\$111.535	\$111.535	\$138.70
Group 18	\$54.43	8	\$84.47	\$111.685	\$111.685	\$138.90
Group 19	\$54.54	8	\$84.58	\$111.850	\$111.850	\$139.12
Group 20	\$54.66	8	\$84.70	\$112.030	\$112.030	\$139.36

Group 21	\$54.83	8	\$84.87	\$112.285	\$112.285	\$139.70
Group 22	\$54.93	8	\$84.97	\$112.435	\$112.435	\$139.90
Group 23	\$55.04	8	\$85.08	\$112.600	\$112.600	\$140.12
Group 24	\$55.16	8	\$85.20	\$112.780	\$112.780	\$140.36
Group 25	\$55.33	8	\$85.37	\$113.035	\$113.035	\$140.70

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Classifications:

Group 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes loed, lull or similar types – under 5 tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Pump Operator
Signalman
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator – Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes loed, lull or similar types – over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to $\frac{3}{4}$ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all attachments)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types – Hughes 100 or 200, or similar types – drilling depth of 30 maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired-with all attachments (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power – Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Placer Operator
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer

Derrickman (oilfield type)
Drilling Machine Operator, Bucket or Auger types
(Calweld 100 bucket or similar types – Watson
1000 auger or similar types – Texoma 330, 500 or
600 auger or similar types – drilling depth of 45'
maximum)
Drilling Machine Operator (including water wells)
Forced Feed Loader
Hydraulic Casing Oscillator Operator – drilling depth
of 45' maximum
Hydro Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, Curb or Gutter (concrete or
asphalt)
Mechanical Finisher Operator (concrete, Clary-
Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single
engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over
¾ yds. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic
lifting device for concrete forms)
Tractor Operator – Bulldozer, Tamper-Scraper
(single engine, up to 100 H.P. flywheel and similar
types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System
Operator
Vacuum Blasting Machine Operator
Volumetric Mixer Operator
Welder - General

Group 7 (for multi-shift rate, see Pages 5 and 6)

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (tamping or
finishing)
Asphalt Paving Machine Operator (barber greene or
similar type, one (1) Screedman)
Asphalt-Rubber Distributor Operator

Backhoe Operator (up to and including ¾ yds.)
small ford, case or similar
Backhoe Operator (over ¾ yd. and up to 5 cu. yds.
M.R.C.)
Barrier Rail Mover (BTM Series 200 or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler
Combination Mixer and Compressor Operator
(gunite work)
Compactor Operator – Self Propelled
Concrete Mixer Operator – Paving
Crushing Plant Operator
Drill Doctor
Drilling Machine Operator, Bucket or Auger types
(Calweld 150 bucket or similar types – Watson
1500, 2000, 2500 auger or similar types –
Texoma 700, 800 auger or similar types – drilling
depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired with all attachments
(Operating Weight 21,000 lbs – 100,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator – drilling depth
of 60' maximum
Hydraulic Operated Grout Plant (excludes hand
loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Lo Drill
Loader Operator (Athey, Euclid, Sierra and similar
types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator
(Hackley-Presswell or similar type)
Prentice 721E Hydro-Ax
Pumpcrete Gun Operator
Rock Drill or Similar Types (see Miscellaneous
Provision #4 for additional information regarding
this classification)
Rotary Drill Operator (excluding caisson type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, atthey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine – up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type – John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator Shuttle Buggy

Skiploader Operator (crawler and wheel type over 1 ½ yds. up to and including 6 ½ yds.)

Soil Remediation Plant Operator (CMI, Envirotech or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

Speed Swing Operator

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

Tractor Operator (any type larger than D-5 – 100 flyweel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator)

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

Group 9 (for multi-shift rate, see Pages 5 and 6)
Heavy Duty Repairman (Multi-Shift)

Group 10

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 ½ yds.)

Welder – Certified

Woods Mixer Operator (and similar pugmill equipment)

Group 11 (for multi-shift rate, see Pages 5 and 6)
Heavy Duty Repairman – Welder Combination (Multi-Shift)
Welder – Certified (Multi-Shift)

Group 12

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator – less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator
(paddle-wheel-auger type self-loading – (two (2)
or more units)

Group 13

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator

Canal Trimmer Operator

Drilling Machine Operator, Bucket or Auger types
(Calweld, auger 200 CA or similar types –
watson, auger 6000 or similar types – hughes
super duty, auger 200 or similar types – drilling
depth of 300' maximum)

Remote Controlled Earth Moving Operator (\$1.00
per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per
hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, caterpillar, euclid, atthey wagon,
and similar types with any and all attachments
over 25 and up to and including 50 cu. yds.
struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine - up to and including 25 yds.
struck)

Group 16

Excavator Track/Rubber Tired – with all attachments
(Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine, euclid, caterpillar, and similar,
over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine, euclid, caterpillar, and similar
type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type
tractors in tandem – Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, up to and
including 25 yds. struck)

Group 19

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, caterpillar,
euclid, atthey wagon, and similar types with any
and all attachments over 25 yds. and up to and
including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engines, up to and
including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, over 50 yds.
struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engine, euclid,
caterpillar and similar, over 25 yds. and up to 50
yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engine, euclid,
caterpillar and similar type, over 50 cu. yds.
struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (single engine, up to and including 25
yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (single engine, caterpillar, euclid, atthey
wagon, and similar types with any and all
attachments over 25 yds. and up to and including
50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (multiple engine, up to and including 25
yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (multiple engine, euclid, caterpillar and
similar, over 25 yds. and up to 50 yds. struck)

Group 25

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (multiple engine, euclid, caterpillar and
similar over 50 cu. yds struck)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Pages 7 through 11.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity.

^e Includes an amount withheld for supplemental dues.

^f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Laborer and Related Classifications #

Determination:

SC-23-102-2-2021-1

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification ^a (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$37.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.03	\$80.745	\$80.745	\$99.46
Group 2	\$37.98	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.58	\$81.570	\$81.570	\$100.56
Group 3	\$38.53	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$63.13	\$82.395	\$82.395	\$101.66
Group 4	\$40.08	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$64.68	\$84.720	\$84.720	\$104.76
Group 5	\$40.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$65.03	\$85.245	\$85.245	\$105.46

Group 1

Boring Machine Helper (Outside)
 Certified Confined Space Laborer
 Cleaning and Handling of Panel Forms
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
 Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer
 Laborer, Asphalt-Rubber Material Loader
 Laborer, General or Construction
 Laborer, General Cleanup
 Laborer, Jetting
 Laborer, Temporary Water and Air Lines
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
 Post Hole Digger (Manual)
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
 Rigging and Signaling
 Scaler
 Slip Form Raisers
 Tarman and Mortar Man
 Tool Crib or Tool House Laborer
 Traffic Control by any method
 Water Well Driller Helper
 Window Cleaner
 Wire Mesh Pulling - All Concrete Pouring Operations

Group 2

Asphalt Shoveler
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
 Cesspool Digger and Installer
 Chucktender
 Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks,

floors, foundations, footings, curbs, gutters and sidewalks
 Concrete Curer-Impervious Membrane and Form Oiler
 Cutting Torch Operator (Demolition)
 Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
 Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
 Guinea Chaser
 Headerboard Man-Asphalt
 Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
 Laborer, Packing Rod Steel and Pans
 Membrane Vapor Barrier Installer
 Power Broom Sweepers (small)
 Riprap, Stonepaver, placing stone or wet sacked concrete
 Roto Scraper and Tiller
 Sandblaster (Pot Tender)
 Septic Tank Digger and Installer (leadman)
 Tank Scaler and Cleaner
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders
 Underground Laborer, including Caisson Bellow

Group 3

Asphalt Installation of all fabrics
 Buggymobile Man
 Compactor (all types including Tampers, Barko, Wacker)
 Concrete Cutting Torch
 Concrete Pile Cutter
 Driller, Jackhammer, 2 1/2 ft. drill steel or longer
 Dri Pak-it Machine
 Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
 Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
 Laborer, Fence Erector
 Material Hoseman (Walls, Slabs, Floors and Decks)
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-

Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
 Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
 Power Post Hole Digger
 Rock Slinger
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Steel Headerboard Man and Guideline Setter
 Trenching Machine, Hand Propelled

Group 4

Any Worker Exposed to Raw Sewage
 Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
 Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
 Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
 Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
 Head Rock Slinger
 High Scaler (including drilling of same)
 Laborer, Asphalt-Rubber Distributor Bootman
 Laser Beam in connection with Laborer's work
 Oversize Concrete Vibrator Operator, 70 pounds and over
 Pipelayer
 Prefabricated Manhole Installer
 Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
 Subsurface Imaging Laborer
 Traffic Lane Closure, certified

Group 5

Blasters Powderman
 Driller
 Toxic Waste Removal
 Welding, certified or otherwise in connection with Laborers' work

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classification within each group, see next page.

^b Includes an amount per hour worked for supplemental dues

^c Any hours worked over 12 hours in a single workday are double (2) time.

^d Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)#

Determination:

SC-23-102-6-2021-1

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^b	Training	Other	Hours ^c	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	6 th & 7 th Day Overtime Hourly Rate ^d (1½ x)	Holiday Overtime Hourly Rate (2 X)
Group 1	\$40.10	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$62.40	\$82.45	\$82.45	\$102.50
Group 2	\$41.40	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$63.70	\$84.40	\$84.40	\$105.10
Group 3	\$43.41	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$65.71	\$87.415	\$87.415	\$109.12
Group 4	\$45.15	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$67.45	\$90.025	\$90.025	\$112.60

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS:

Group 1

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds, and tracks, whether indoor or outdoor)
Truck Mounted Attenuator
Automatous Truck Mounted Attenuator
Installation of carstops
Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience
Asphalt Repair
Equipment Repair Technician
Truncated Dome Assitant
Decorative Asphalt Surfacing Applicator Assistant

Group 2

Traffic Surface Abrasive Blaster
Pot Tender
Traffic Control Person/Certified Traffic Control Person
Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal
Slurry Seal Squeegeeman (finisher)
Bob Cat/Skid Steer
Seal Roller
Forklift

Group 3

Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Marking Applicator

Slurry Seal Applicator Operator (Line Driver- including self-contained distribution units, aggregate spreader truck)
Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment; handling of related materials
Truncated Dome Technician
Decorative Asphalt Surfacing Applicator

Group 4

Traffic Striping Applicator
Slurry Seal Mixer Operator
Power Broom Sweeper (operation of all related trucks, machinery and equipment; Handling of related materials)

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Page 2.

^b Includes an amount per hour worked for Supplemental Dues.

^c Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

^d The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Cement Mason[#]

Determination:

SC-23-203-2-2021-1

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^b	Saturday Overtime Hourly Rate (1 ½ X) ^b _c	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$40.05	\$8.38	\$10.26	\$7.28	\$0.64	\$0.24	8.0	\$66.85	\$86.875	\$86.875	\$106.90
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$40.17	\$8.38	\$10.26	\$7.28	\$0.64	\$0.24	8.0	\$66.97	\$87.055	\$87.055	\$107.14

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^b	Saturday Overtime Hourly Rate (1 ½ X) ^b ^c	Sunday/ Holiday Overtime Hourly Rate (2 X)
Floating and Troweling Machine Operator	\$40.30	\$8.38	\$10.26	\$7.28	\$0.64	\$0.24	8.0	\$67.10	\$87.25	\$87.25	\$107.40

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount for supplemental dues.

^b Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

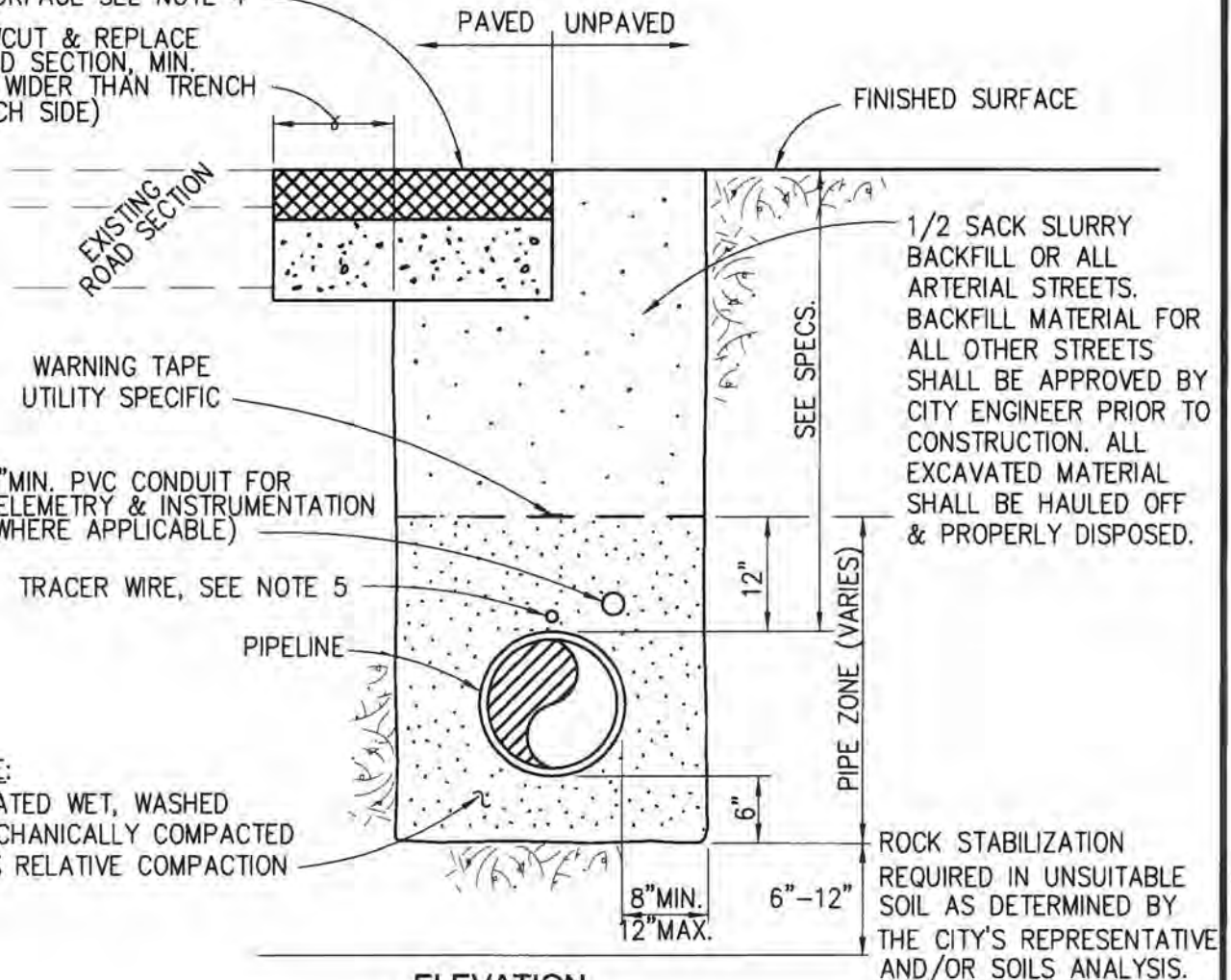
^c Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

Appendix B

City of Santa Paula
Public Works Department Standard Plans

AC FINISH SHALL BE A SMOOTH
CONTINUATION OF ADJACENT
AC SURFACE SEE NOTE 4

SAWCUT & REPLACE
ROAD SECTION, MIN.
12" WIDER THAN TRENCH
(EACH SIDE)



PIPE ZONE:
CONSOLIDATED WET, WASHED
SAND, MECHANICALLY COMPACTED
TO 90% RELATIVE COMPACTION

ELEVATION
NTS

NOTES:

1. AC FINISH SURFACE SHALL BE A SMOOTH CONTINUATION OF ADJACENT AC SURFACE.
2. CONTRACTOR SHALL REFER TO CITY OF SANTA PAULA AC PAVEMENT TRENCH RESURFACING STD. 425.
3. DEPENDING UPON THE CLASSIFICATION OF THE STREET, A CEMENT SLURRY BACKFILL MAY BE REQUIRED.
4. DEPENDING UPON THE CLASSIFICATION OF THE STREET, A COLD PLANED AC PATCH MAY BE REQUIRED.
5. #10 PLASTIC COATED SOLID CORE COPPER TRACER WIRE TAPED TO MAIN EVERY 10' WITH POLY TAPE WHEN PVC PIPE IS INSTALLED.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

TRENCH SECTION FOR DI, PVC AND STEEL PIPE

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

1-28-09
DATE

STANDARD PLAN

103

SHEET 1 OF 2

1. PIPE DEPTH: DEPTH OF PIPES SHALL CONFORM TO THE FOLLOWING SCHEDULE UNLESS NOTED OTHERWISE ON THE PLANS:
 UP TO 12" DIAMETER-42" COVER
 UP TO 24" DIAMETER-48" COVER
 OVER 24" DIAMETER-AS SHOWN ON THE PLANS
2. SELECTED MATERIAL FOR PIPE BEDDING AND PIPE ZONE: SELECTED MATERIAL FOR PIPE BEDDING AND PIPE ZONE BACKFILL SHALL BE SELECTED NATIVE MATERIAL FREE FROM CLODS, STICKS, VEGETATION, CHUNKS OF ASPHALT PAVING, OR OTHER DELETERIOUS MATERIALS AND SHALL BE FREE OF ROCKS OR STONES WHICH ARE LARGER THAN 3/4 INCH IN GREATEST DIMENSION. NATIVE MATERIAL MAY ONLY BE USED IF THESE REQUIREMENTS ARE MET AND/OR APPROVED BY THE CITY'S REPRESENTATIVE. OTHERWISE SAND CONFORMING TO THESE SPECIFICATIONS SHALL BE WASHED SAND ONLY.
3. SAND: SAND MATERIAL SHALL BE CLASSIFIED AS "WASHED SAND" FOR BEDDING, PIPE ZONE, AND BACK FILL PURPOSES. IF SAND IS TO BE USED FOR PIPE BEDDING OR PIPE ZONE, IT SHALL BE FREE FROM FOREIGN MATERIALS SUCH AS ROCKS, STICKS, VEGETATION, ETC., AND SHALL MEET THE FOLLOWING GRADATION:

SIEVE SIZE	PERCENTAGE PASSING (BY WEIGHT)
3/8 INCH	100
NO. 4	75 - 100
NO. 30	12 - 50
NO. 100	5 - 20
NO. 200	0 - 10

4. AGGREGATE BASE: IF AGGREGATE IS REQUIRED FOR PIPE BEDDING FOUNDATION, IT SHALL BE NO. 67 CRUSHED AGGREGATE AS DEFINED BY ASTM D 448 AND SHALL BE FREE FROM FOREIGN AND ORGANIC MATTER.
 GRADATION - ASTM D-448 (NO. 67)

SIEVE SIZE	PERCENTAGE PASSING (BY WEIGHT)
1 INCH	100
3/4 INCH	90 - 100
3/8 INCH	20 - 55
NO. 4	0 - 10
NO. 8	0 - 5

5. 1/2 SACK CEMENT SLURRY BACKFILL: CLASS 100-E-100 IN ACCORDANCE WITH THE 2 SACK STANDARD
6. ASPHALT PAVEMENT: ASPHALT CONCRETE PAVING SHALL CONFORM TO STANDARD DRAWING ES005, NOTE 6.
7. COMPACTION TESTS: COMPACTION TESTS WILL BE MADE BY THE TESTING LABORATORY DESIGNATED BY THE CITY'S REPRESENTATIVE. THE NUMBER OF TESTS AND THEIR LOCATION AND DEPTH SHALL BE DETERMINED BY THE CITY'S REPRESENTATIVE. RELATIVE COMPACTION TESTS SHALL BE TAKEN IN ACCORDANCE WITH ASTM D-1556 OR AS APPROVED BY THE CITY'S REPRESENTATIVE. THE COST(S) OF THE TEST SHALL BE BORNE BY THE CONTRACTOR.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

**TRENCH SECTION FOR
DI, PVC AND STEEL PIPE**

APPROVED BY:

[Signature]
PUBLIC WORKS DIRECTOR / CITY ENGINEER

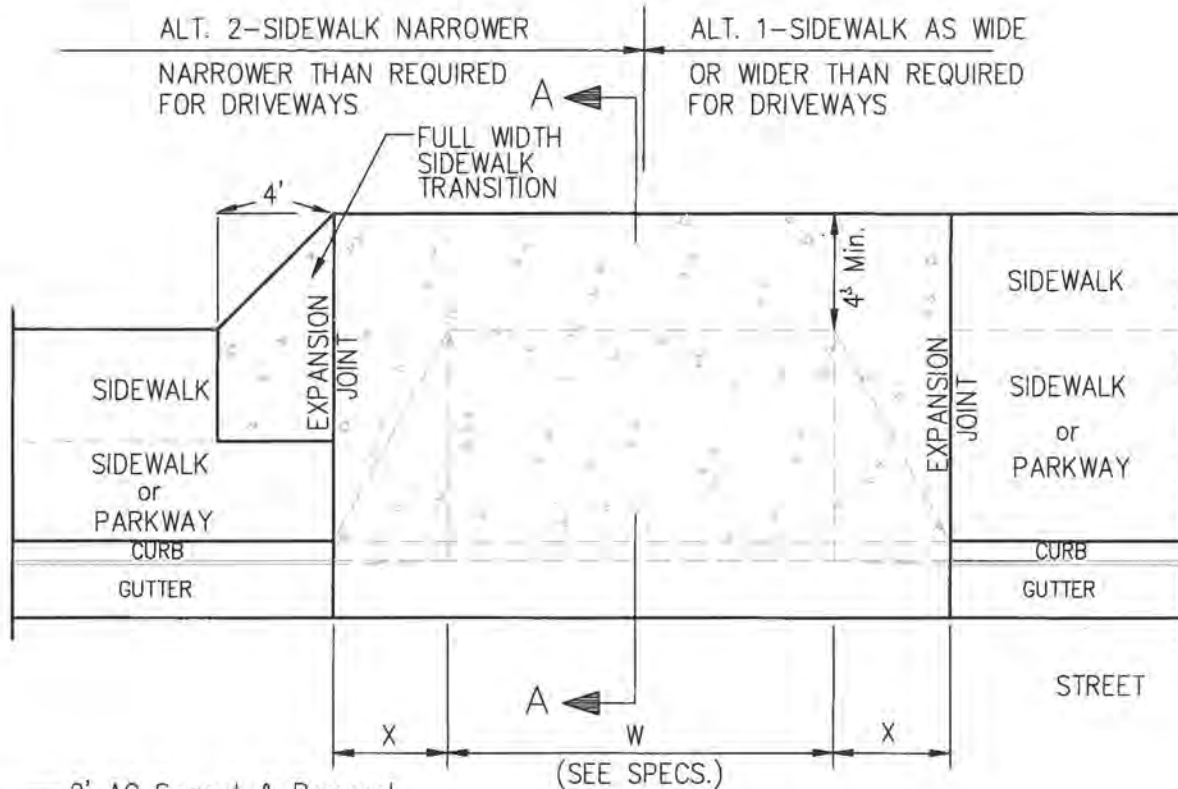
1-28-09

DATE

STANDARD PLAN

103

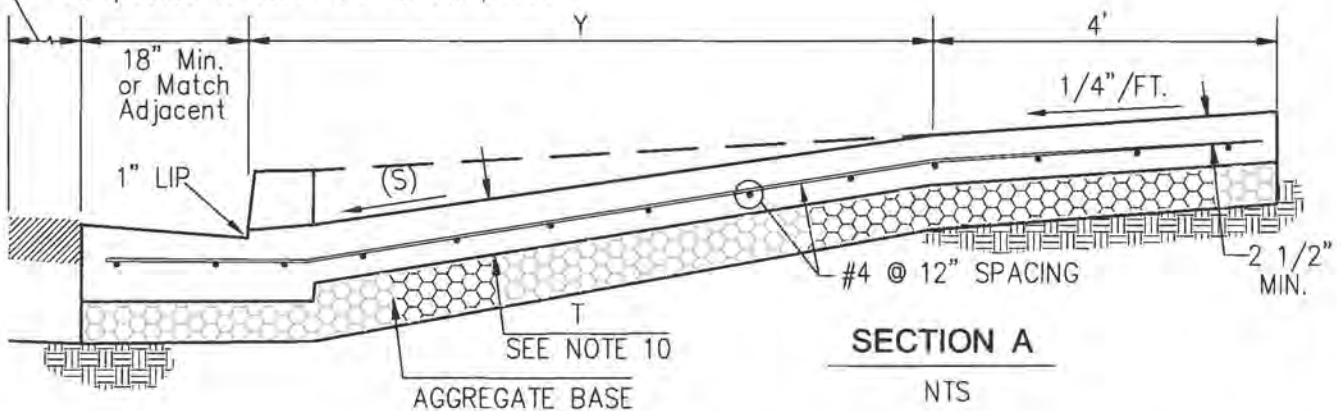
SHEET 2 OF 2



2' AC Sawcut & Removal
Slot Pave with 3/8" AR 8000
Hot Mix Asphalt Paving to a
depth of 4" over 6" Aggregate Base,
Compacted to 95% Relative Compaction

PLAN VIEW

NTS



Reinforcing steel to be set on top
of approved concrete blocks, (dobies).

TABLE OF X & Y DIMENSIONS AND SLOPE (S)

CURB FACE*	6"	8"
X	3'-0"	4'-0"
Y (MIN.)	5'-0"	7'-0"
SLOPE (S)	10.42%	9.83%

* WHERE CURB FACE HEIGHT IS MORE THAN 8", VALUES
FOR X & Y SHALL BE AS APPROVED BY CITY ENGINEER.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

CONCRETE DRIVEWAY APRON

401

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09

DATE

SHEET 1 OF 2

1. CONSTRUCTION OF CONCRETE DRIVEWAY APRONS ARE AN ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY. THE PROPERTY OWNER IS FULLY RESPONSIBLE FOR ITS MAINTENANCE. THE OWNER CONSENTS TO USE OF THE APRON AND SIDEWALK TRANSITION BY THE PUBLIC FOR PEDESTRIAN TRAVEL.
2. DEPRESSED CURB & GUTTER SHALL BE CONSTRUCTED MONOLITHIC WITH DRIVEWAY.
3. THE EXISTING SIDEWALK, CURB AND GUTTER SHALL BE SAWCUT ALONG EXISTING SCORE LINES, OR AS APPROVED BY CITY REPRESENTATIVE.
4. DRIVEWAY APRON MUST BE MINIMUM OF 5' FROM UTILITY POLE, FIRE HYDRANT OR BEGINNING OF CURB RETURN MEASURED FROM TOP OF "X". ALSO, THE DRIVEWAY MUST BE MINIMUM OF 3' FROM PROPERTY LINE, OR 4' FROM PROPERTY LINE IF A SIDEWALK TRANSITION IS REQUIRED. ANY DEVIATION SHALL BE APPROVED BY THE CITY ENGINEER.
5. LIMITS OF DRIVEWAY WIDTH SHALL BE AS FOLLOWS:
RESIDENTIAL DRIVEWAYS: W=10' MIN., W=20' MAX.
COMMERCIAL DRIVEWAYS: W=16' MIN., W=36' MAX.
DRIVEWAYS IN EXCESS OF 36' WIDE SHALL BE APPROVED BY THE CITY ENGINEER.
A) THE SUM OF ALL DRIVEWAYS IS LIMITED TO 40% OF THE TOTAL LOT FRONTAGE.
B) THE DISTANCE BETWEEN TOPS OF DRIVEWAY WARPED SECTION OF ADJACENT DRIVEWAYS SHALL BE: A) 22 FEET ON THE SAME PROPERTY, OR B) 1 FOOT ON ADJACENT PROPERTIES.
AT LEAST ONE 25' DRIVEWAY IS ALLOWED FOR EACH LOT.
6. WHERE THE ROAD GRADE EXCEEDS 5% AND THERE IS NO SIDEWALK ADJACENT TO THE CURB, A DEFLECTOR CURB SHALL BE INSTALLED ON THE DOWNSLOPE SIDE OF EACH DRIVEWAY. THE DEFLECTOR CURB SHALL BE PER STD. PLAN 405.
7. ALL CONCRETE SHALL BE 560-C-3250 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
8. 4" OF MECHANICALLY COMPACTED SELECT NATURAL BASE IS REQUIRED UNDER SIDEWALK WHERE THE SOILS EXPANSION IS 5% OR GREATER.
9. WHERE SIDEWALK WIDTH IS LESS THAN THAT REQUIRED FOR DRIVEWAY, SIDEWALK TRANSITIONS SHALL BE PER ALTERNATIVE 2. IF THE REQUIRED APRON EXTENDS INTO PRIVATE PROPERTY,
10. THICKNESS:
FOR RESIDENTIAL DRIVEWAYS T= 6" PORTLAND CEMENT CONCRETE ON 4" CRUSHED AGGREGATE BASE OR SAND.
FOR COMMERCIAL DRIVEWAYS T= 8" PORTLAND CEMENT CONCRETE ON 6" CRUSHED AGGREGATE BASE.
THE CRUSHED AGGREGATE BASE SHALL CONFORM TO SECTION 202-2.4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. ALL SUBGRADE MATERIAL SHALL BE COMPACTED TO "FIRM AND UNYIELDING."
11. NEW DRIVEWAYS SHALL CONFORM TO ALL CITY ORDINANCES. ANY REQUEST FOR MODIFICATION SHALL BE MADE IN WRITING TO THE CITY ENGINEER.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

CONCRETE DRIVEWAY APRON

APPROVED BY:

Clifford G. Finley
PUBLIC WORKS DIRECTOR / CITY ENGINEER

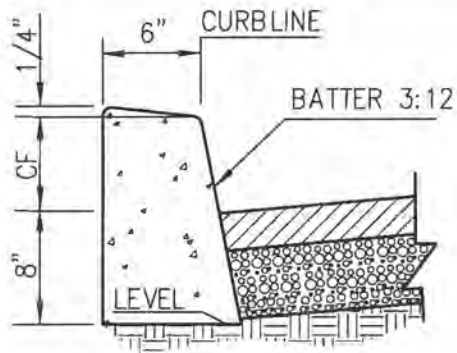
2-2-09

DATE

STANDARD PLAN

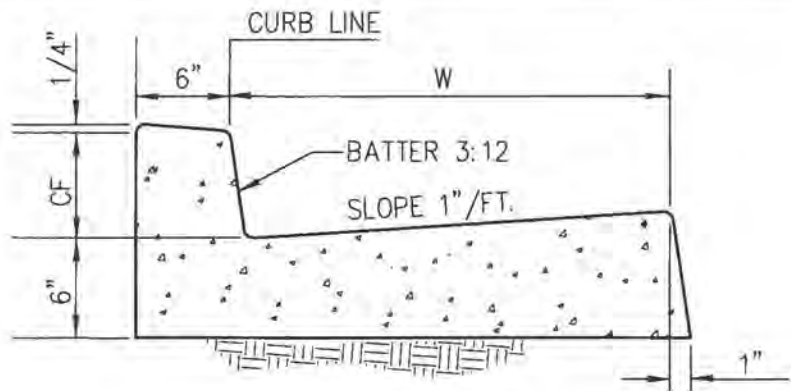
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SHEET 2 OF 2



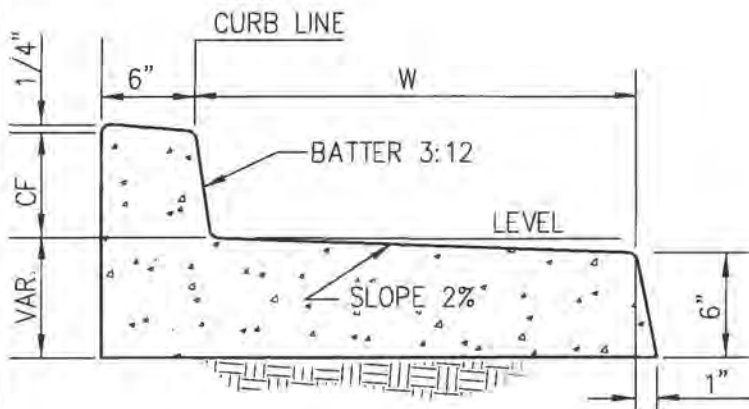
A1-(6) AND A1-(8)

NTS



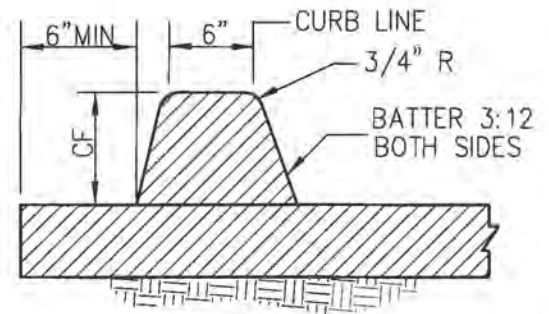
A2-(6) AND A2-(8)

NTS



A3-(6) AND A3-(8)

NTS

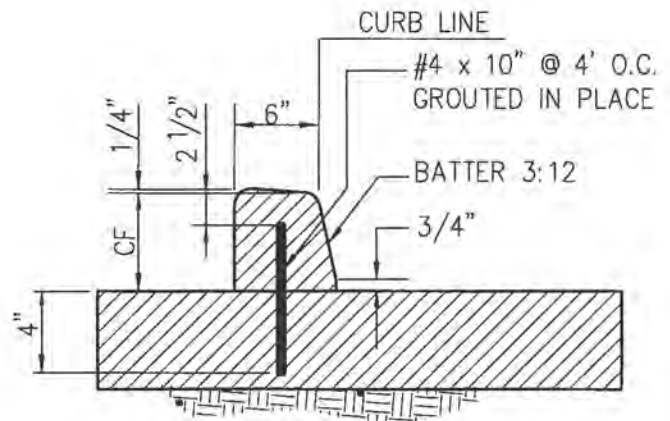


D1-(6) AND D1-(8)

NTS

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT.
2. GUTTER WIDTH, W, IS 18" OR 24" AS SPECIFIED ON THE PLAN.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE CITY'S REPRESENTATIVE.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" RADIUS.
7. CONCRETE MIX SHALL BE 560-C-3250



C1-(6) AND C1-(8)

NTS



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

CURB AND GUTTER - BARRIER

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PUBLIC WORKS DIRECTOR / CITY ENGINEER

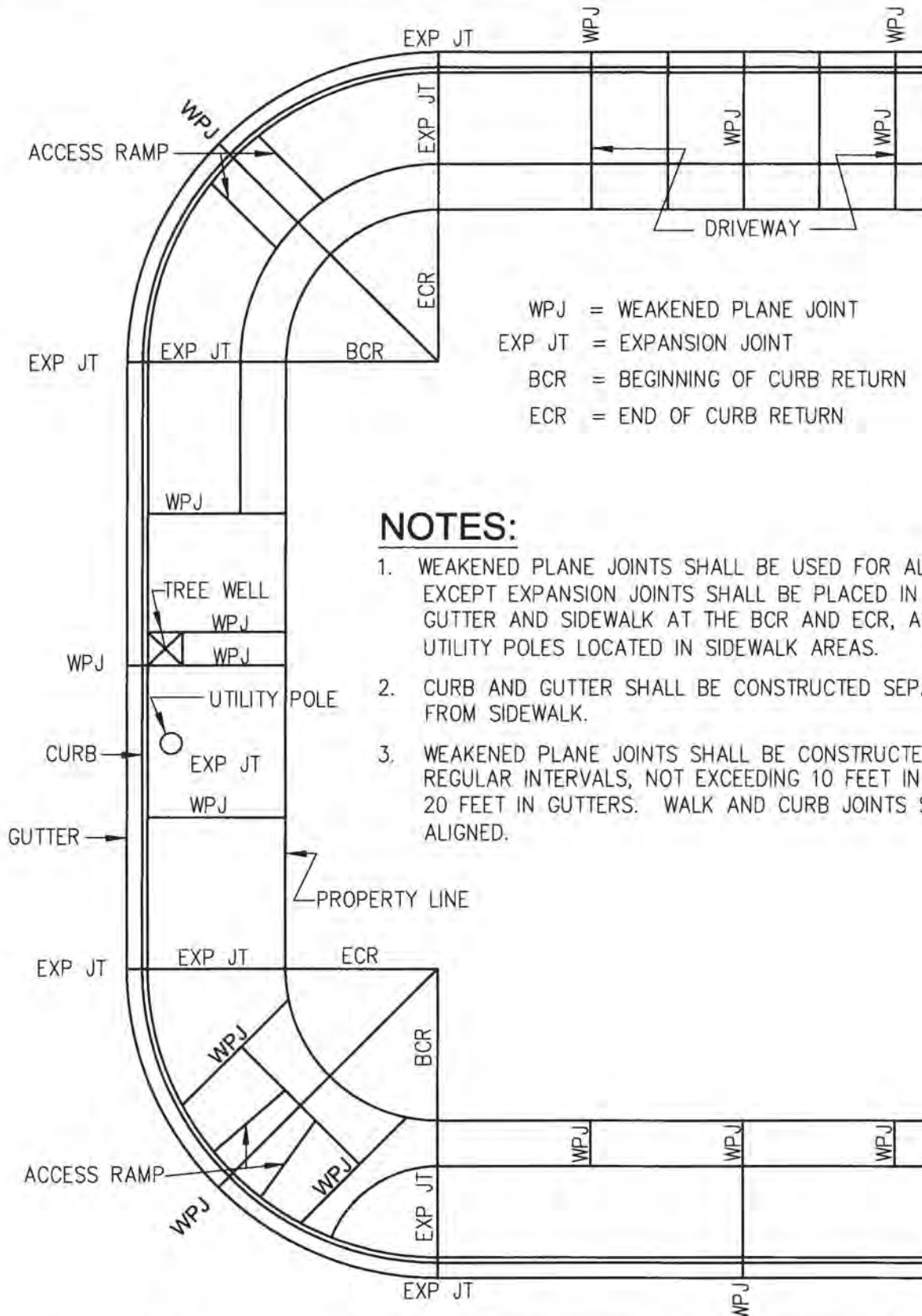
2-2-09

DATE

STANDARD PLAN

405

SHEET 1 OF 1



NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT EXPANSION JOINTS SHALL BE PLACED IN CURB, GUTTER AND SIDEWALK AT THE BCR AND ECR, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS, NOT EXCEEDING 10 FEET IN WALKS OR 20 FEET IN GUTTERS. WALK AND CURB JOINTS SHALL BE ALIGNED.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

CURB AND SIDEWALK JOINTS

APPROVED BY:

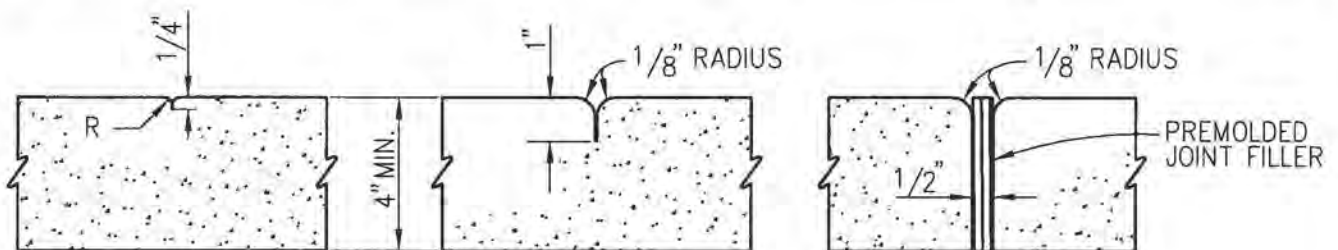
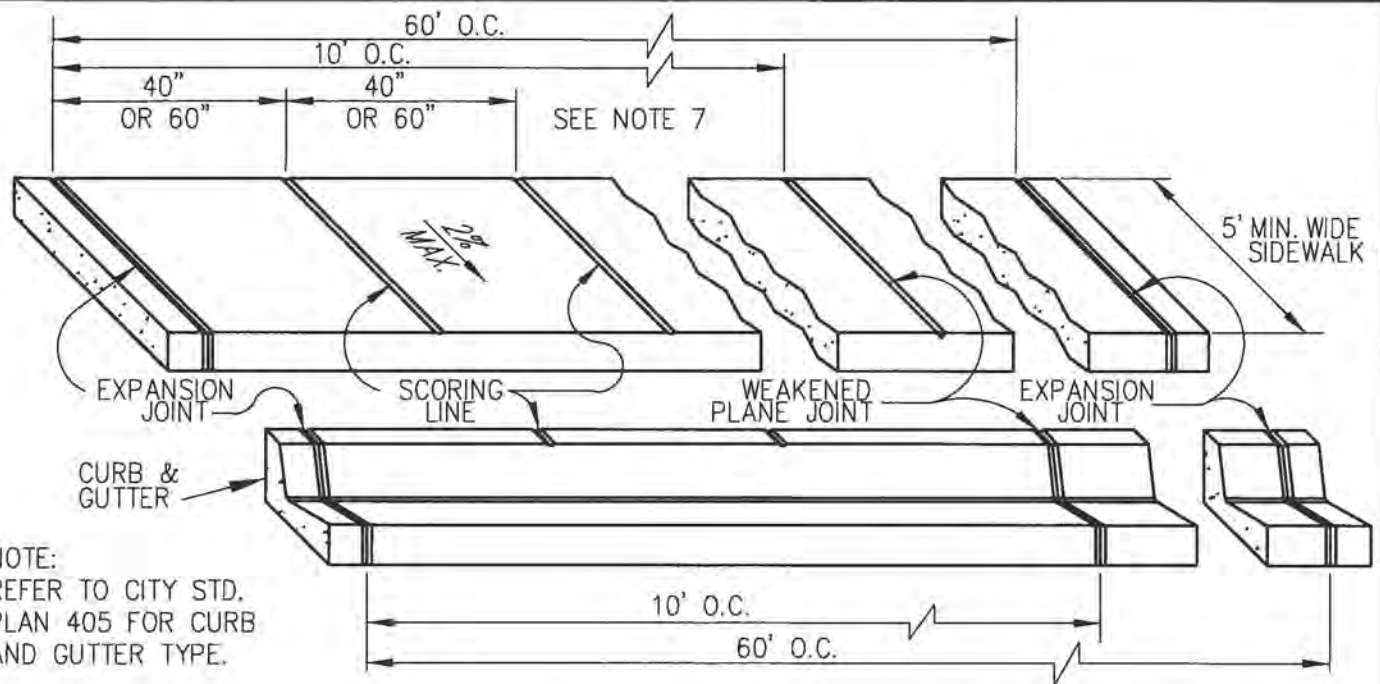
PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09
DATE

STANDARD PLAN

406

SHEET 1 OF 1



SCORING LINE

WEAKENED PLANE JOINT

EXPANSION JOINT

NOTES:

1. CONCRETE FOR SIDEWALK SHALL BE CLASS 560-C-3250 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.(MAXIMUM 4" SLUMP).
2. EXPANSION JOINTS, 1/2" THICK, SHALL BE PLACED AT B.C., E.C. AND ALL RETURNS, AT THE OUTER EDGES OF DRIVEWAYS INCLUDING "X" DISTANCES, AND AT UNIFORM INTERVAL AS SHOWN IN STANDARD PLAN 406 OR AS DIRECTED BY THE CITY'S REPRESENTATIVE.
3. WEAKENED PLANE JOINTS, ONE INCH DEEP, SHALL BE CONSTRUCTED AT EQUAL SPACING BETWEEN EXPANSION JOINTS IN THE WALK AND CURB AND GUTTERS.
4. SCORING LINES, 1/4" DEEP, SHALL BE CONSTRUCTED IN CURBS AT LOCATIONS OF WEAKENED PLANE JOINT IN TOP OF CURB AND IN THE WALK AS SHOWN.
5. JOINTS IN THE CURB AND GUTTER SHALL ALIGN WITH CORRESPONDING JOINTS IN THE SIDEWALK.
6. LONGITUDINAL SCORING LINES WILL BE REQUIRED IN WALKS WIDER THAN 5 FEET.
7. WEAKENED PLANE JOINTS IN SIDEWALK SHALL BE CONSTRUCTED WITH DEEP GROOVING TOOL.
8. WHEN EXPANSION = 5%, OR WHEN R VALUE OF BASE IS 14 OR LESS, PLACE 4" THICK SAND OR SELECT SUB BASE (R = 40 OR BETTER) UNDER CONCRETE CURB, CURB & GUTTER FOR 12" BEHIND CURBLINE AND UNDER THE SIDEWALK.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORE

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

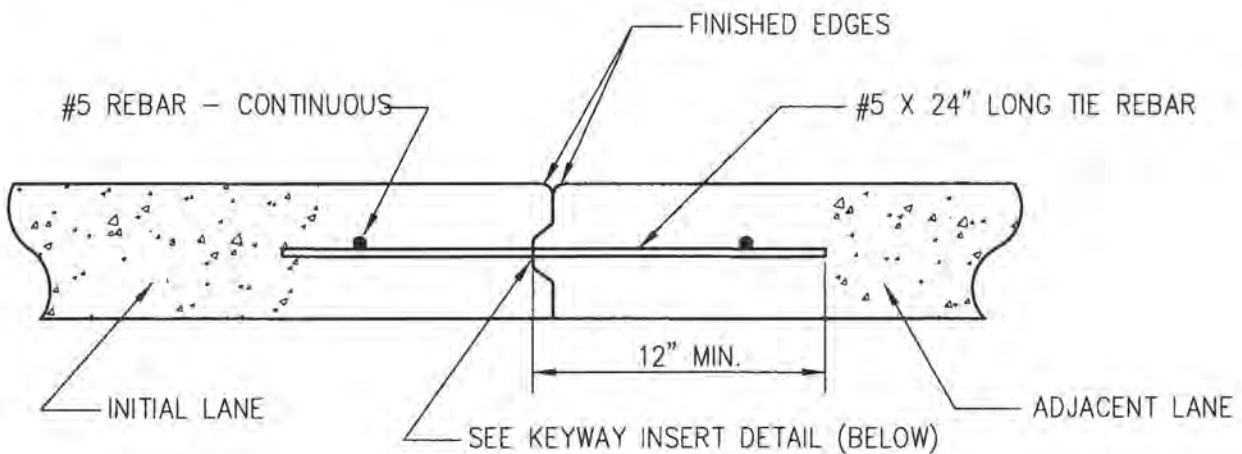
2-2-09

DATE

STANDARD PLAN

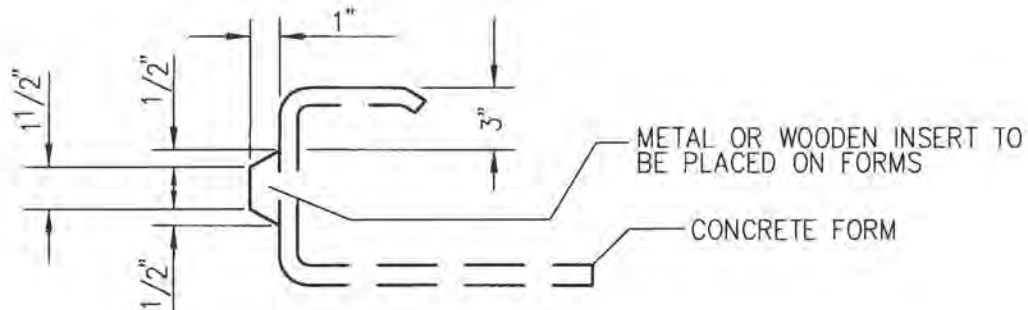
409

SHEET 1 OF 1



CONTACT JOINT WITH KEYWAY AND TIE BAR

NTS



TYPICAL KEYWAY INSERT DETAIL

NTS

NOTES:

1. LONGITUDINAL JOINTS SHALL BE LOCATED AS SHOWN ON THE DESIGN DRAWINGS. CONTACT OR WEAKENED PLANE JOINTS MAY BE USED AT CONTRACTOR'S OPTION.
2. TRANSVERSE WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 15 FEET AND SHALL BE AT LEAST 5 FEET FROM ANY TRANSVERSE CONTACT JOINT. (SEE NOTE 5 BELOW).
3. TRANSVERSE CONTACT JOINTS SHALL BE CONSTRUCTED AS SHOWN HEREON AT ALL CONSTRUCTION JOINTS AND AS DIRECTED BY THE CITY'S REPRESENTATIVE.
4. SPACE TIE BARS AT 36" ON CENTER FOR TRANSVERSE JOINTS AND 45" ON CENTER FOR ALL LONGITUDINAL JOINTS. PLACE THE TIE BAR IN MIDDLE THIRD OF SLAB.
5. SEE SECTION 302-6.5 OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR DETAILS ON CONCRETE PAVEMENT JOINTS.
6. CONSTRUCT CONTACT JOINTS IN THE APPROACH SLABS AT FIRST THREE TRANSVERSE JOINTS OF CONCRETE INTERSECTIONS.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

CONCRETE PAVEMENT JOINT DETAILS

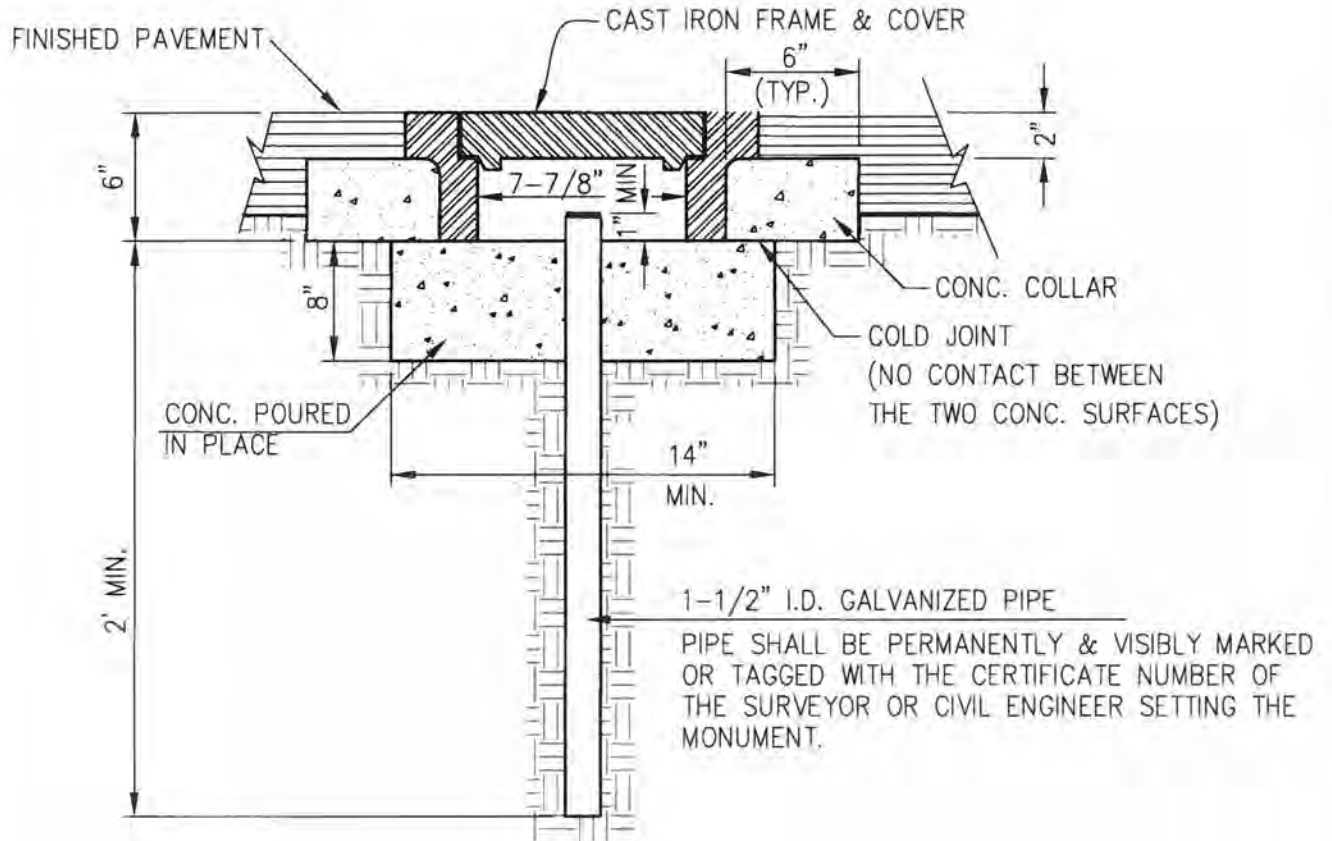
419

APPROVED BY:

Clifford G. Finley
PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09
DATE

SHEET 1 OF 1



ELEVATION
NTS

NOTES:

1. FRAME AND COVER SHALL BE ALHAMBRA FOUNDRY NO. A-2925, OR APPROVED EQUAL; CONCRETE SHALL BE CLASS 470-C-2000 IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

SURVEY MONUMENT - TYPE A

420

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2-2-09
DATE

SHEET 1 OF 1

CAST IRON FRAME AND COVER PER ALHAMBRA FOUNDRY A-2925 OR APPROVED EQUAL SEE NOTE 2.

15" MIN.

PATCH WITH A.C. TYPE III C2-AR4000

FINISH SURFACE

2"

SEE NOTE 1

1" RISE

BRASS CAP SURVEY MONUMENT STAMPED CITY OF SANTA PAULA

470-C-2000 CONCRETE POURED IN PLACE

THIS AREA SHOULD BE WELL COMPACTED. WHEN SETTING MONUMENT IN SANDY SOIL, COMPACT SAND BY FLOODING WITH WATER.

2'

NOTES:

1. SLEEVE TO BE MADE FROM VPC, PVC-SCH40 OR CIP.
2. CAST IRON COVER TO HAVE SURVEY STAMPED ON TOP.
3. CONCRETE AND ASPHALT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

6"

ELEVATION
NTS



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

SURVEY MONUMENT - TYPE B

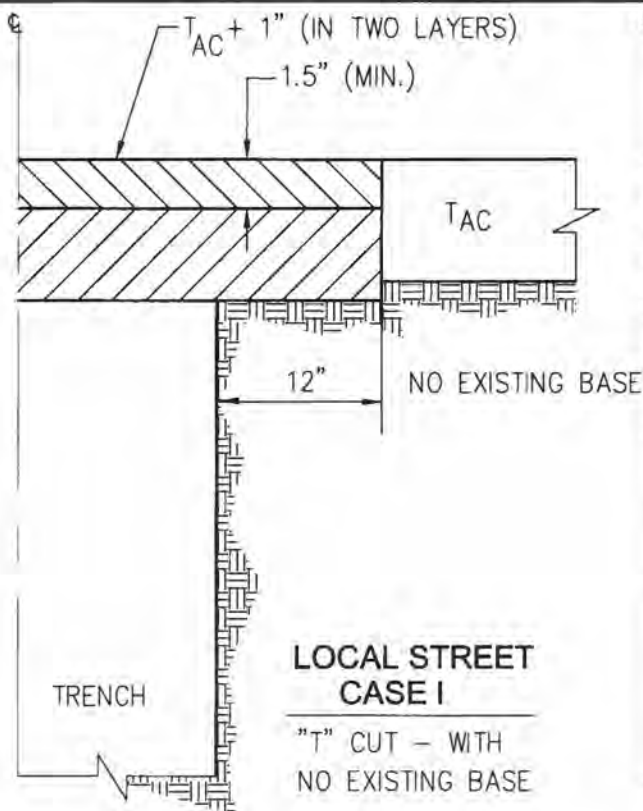
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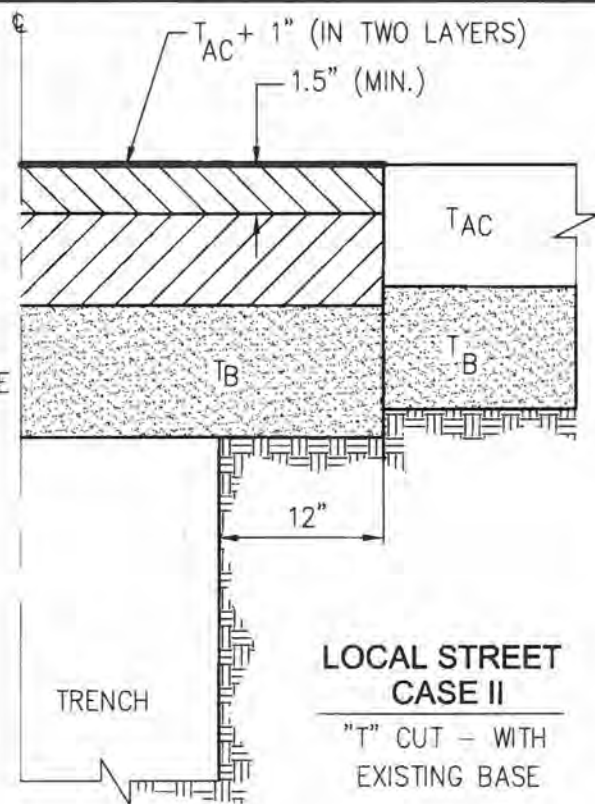
2-2-09
DATE

SHEET 1 OF 1



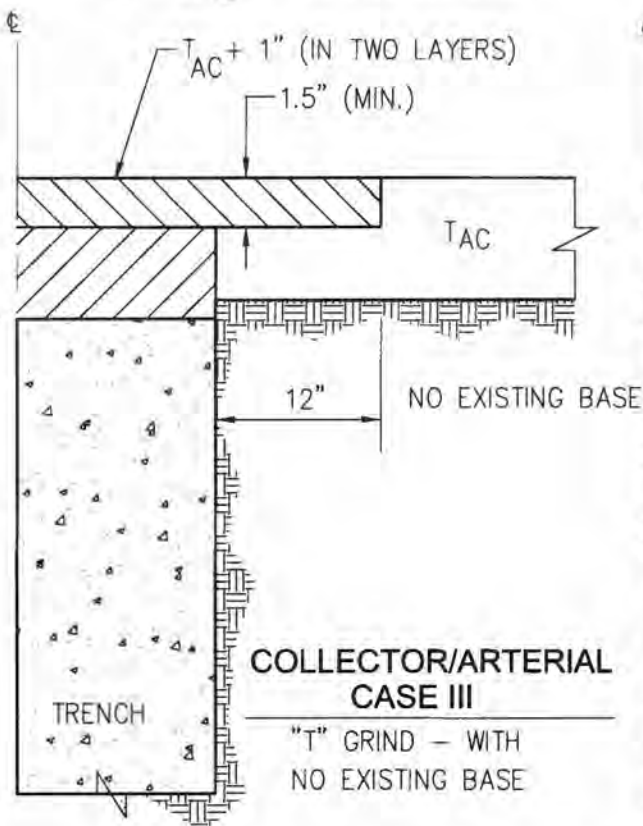
**LOCAL STREET
CASE I**

"T" CUT - WITH
NO EXISTING BASE



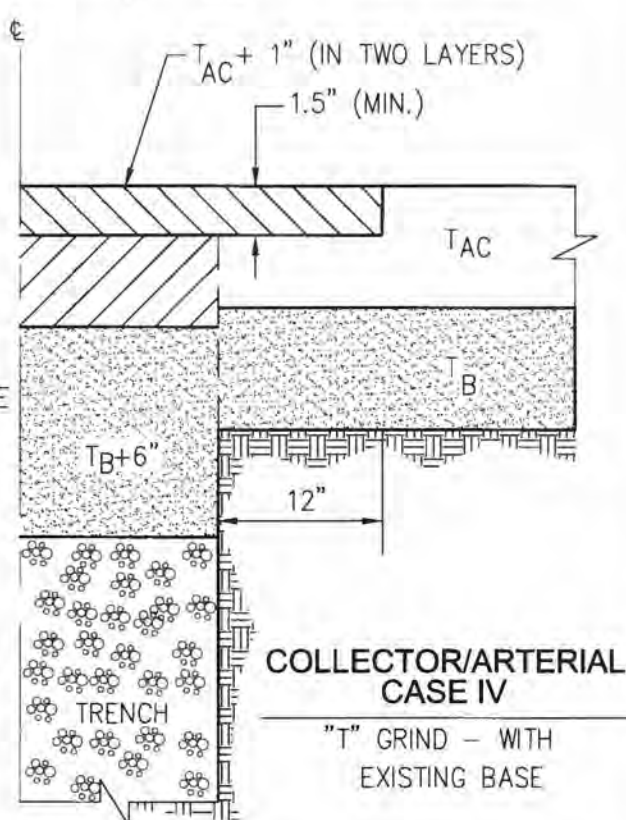
**LOCAL STREET
CASE II**

"T" CUT - WITH
EXISTING BASE



**COLLECTOR/ARTERIAL
CASE III**

"T" GRIND - WITH
NO EXISTING BASE



**COLLECTOR/ARTERIAL
CASE IV**

"T" GRIND - WITH
EXISTING BASE

REFER TO CITY STD. PLAN 103 FOR TRENCH DETAILS AND SPECIFICATIONS.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

A.C. TRENCH RESURFACING

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09
DATE

STANDARD PLAN

425

SHEET 1 OF 3

1. PAVEMENT REMOVAL: ALL PAVEMENT REMOVAL SHALL BE MADE ALONG STRAIGHT LINE SAW CUTS AT A MINIMUM DEPTH OF 1.5 INCHES AND SHALL HAVE A UNIFORM WIDTH AND PARALLEL EDGES, UNLESS DIRECTED OTHERWISE BY THE CITY'S REPRESENTATIVE
2. STANDARD PATCH: THE STANDARD ASPHALT CONCRETE PATCH SHOWN ON STANDARD PLAN ES005 SHEET 1 IS APPLICABLE TO LOCAL STREETS (CASE I OR CASE II), DEPENDING ON THE EXISTING PAVEMENT SECTION.
3. COLD PLANING: COLD PLANED ASPHALT CONCRETE PATCH AS SHOWN ON STANDARD PLAN ES005 SHEET 1 (CASE III OR CASE IV) IS APPLICABLE TO ARTERIAL AND COLLECTOR STREETS AS SHOWN ON STANDARD PLAN ES005 SHEET 3. MINIMUM DEPTH OF COLD PLANE ALONG TRENCH IS 1.5 INCHES. THE CONTACT EDGES SHALL THEN BE SEALED WITH EMULSIFIED ASPHALTIC OIL. THE CITY'S REPRESENTATIVE MAY WAIVE THE REQUIREMENTS FOR COLD PLANED ASPHALT CONCRETE PATCHING FOR EXCAVATIONS LOCATED OUTSIDE THE TRAVEL WAY.
4. ENHANCED BACKFILL: ENHANCED BACKFILL (1-1/2 SACK CEMENT SAND SLURRY) IS REQUIRED (EXCEPT IN THE PIPE ZONE) ON ALL ARTERIALS AND MAJOR COLLECTORS (AS SHOWN ON SHEET 3). THE CITY'S REPRESENTATIVE MAY WAIVE THE REQUIREMENTS FOR SLURRY BACKFILL FOR EXCAVATIONS LOCATED OUTSIDE THE TRAVEL WAY.
5. TEMPORARY AC PAVEMENT: TEMPORARY AC PAVEMENT RESURFACING SHALL BE PLACED AT THE CONTRACTOR'S EXPENSE, IMMEDIATELY AFTER BACKFILLING, UNLESS DIRECTED OTHERWISE BY THE CITY'S REPRESENTATIVE. IT SHALL BE PLACED LEVEL WITH THE EXISTING PAVEMENT ON COMPACTED TRENCH BACKFILL AND SHALL BE A MINIMUM OF 2 INCHES THICK.
6. PERMANENT AC PAVEMENT: PERMANENT AC PAVEMENT RESURFACING SHALL BE OF HOT ASPHALT CONCRETE MIX AND SHALL BE INSTALLED WITHIN TWO (2) WEEKS AFTER BACKFILLING OF TRENCHES HAS BEEN COMPLETED, AND ONLY AFTER SETTLEMENT HAS TAKEN PLACE AND THE FILL SURFACE HAS SUFFICIENTLY DRIED. ASPHALT RESURFACING SHALL BE MINIMUM 4 INCHES THICK AND INSTALLED IN TWO (2) LIFTS. BASE COURSE, TYPE III B2-AR8000, SHALL BE A MINIMUM OF 2.5 INCHES THICK. FINISH COURSE, TYPE III C2-AR8000, SHALL BE A MINIMUM OF 1.5 INCHES THICK.
7. TACK COAT: TACK COAT SHALL BE APPLIED TO ALL CONTACT SURFACES OF EXISTING PAVEMENT, MANHOLE FRAMES AND SHAFTS, AND CONCRETE SURFACES BEFORE THE PERMANENT ASPHALT TRENCH RESURFACING IS APPLIED.
8. THE TOTAL NUMBER OF MAIN LINE POPOUTS AND MAIN LINE TRANSITIONS SHALL NOT EXCEED ONE PER 100 LINEAL FEET OF MAIN LINE. THE TOTAL NUMBER OF LATERAL POPOUTS AND LATERAL WIDTH TRANSITIONS SHALL NOT EXCEED ONE PER 100 LINEAL FEET OF LATERAL. POPOUTS OR WIDTH TRANSITIONS AT SUBSTRUCTURES ARE EXCLUDED FROM THE AFOREMENTIONED LIMITATIONS.
9. ENCROACHMENT EXCAVATIONS WITHIN THE TRAFFIC LANES OF ANY PAVED STREET THAT EXCEED 250 FEET IN LENGTH MEASURED PARALLEL TO THE CENTER LINE OF THE STREET, SHALL BE PAVED USING A SELF PROPELLED MECHANICAL SPREADING AND FINISHING MACHINE FOR PLACEMENT OF THE TOP LAYER OF ASPHALT PAVING MATERIAL.
10. CASE I AND CASE II SHALL APPLY TO LOCAL STREETS.
CASE III AND CASE IV SHALL APPLY TO ARTERIAL AND COLLECTORS STREETS.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

A.C. TRENCH RESURFACING

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APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09
DATE

SHEET 2 OF 3

PARALLEL
TANGENTS



A. CURVED ALIGNMENT

USE SHORT STRAIGHT TANGENTS TO FORM PARALLEL EDGES AND UNIFORM TRENCH WIDTH ON CURVED ALIGNMENT.

MAXIMUM ALLOWABLE POP OUTS AND TRANSITIONS = ONE PER 100 L.F. OF TRENCH - (COMPUTED SEPARATELY FOR MAIN LINE TRENCH AND LATERALS), UNLESS APPROVED OTHERWISE BY THE CITY'S REPRESENTATIVE.

POP OUT MAIN LINE
TRENCH (TYP.)
90°±5° ANGLES (TYP.)

TRENCH WIDTH
TRANSITION (TYP.)

POP OUT
LATERAL TRENCH

UNIFORM WIDTH AND
PARALLEL EDGES REQ.

CURB LINE

TYPICAL TRENCH AROUND
SUBSTRUCTURE (M.H., ETC.)
USE 1.5" THICK AC OVER
STRUCTURE EXCEPT
FRAME AND COVER

B. STRAIGHT ALIGNMENT



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

A.C. TRENCH RESURFACING

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

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SHEET 3 OF 3

1 GENERAL ROAD DESIGN GOALS AND PROCEDURES

All streets and roadways to be build within and made part of the City road system shall be designed to conform to these standards. Where standards are not definitive, design shall conform to good engineering practice approved by the Public Works Director. The Caltrans Design Manuals generally provide guidance in "good engineering practice" of road design.

The Public Works Director may issue, modify, revise or cancel standards showing engineering and construction details for roadways and other construction.

Deviation from Right-of-way and improvements of these standards shall be allowed only with the approval of the Public Works Director. Deviation from the technical requirements of the standards may be granted by the Public Works Director. Any request for deviation from the requirements of these standards must be accompanied with sufficient supporting data. The applicant requesting the deviations shall provide the supporting data well in advance and obtain the approval prior to utilizing the proposed deviation in his design.

Turning lanes at the intersections and bicycle lanes may require Right-of-way and improvement widths greater than those shown on the graphic design standards.

Design loading for box culverts and bridges on all roadways shall be AASHTO H-20.

Vertical clearance on all roadways shall be 16 feet minimum.

Sight distance on all curvilinear roads shall be per Table 3-1.

2 GRADES

2-1 LONGITUDINAL GRADE:

All streets and roadways shall have minimum grade of 0.40% on straight reach. On curved alignment, minimum grade of 0.40% is required on outer radius of the curve. This will entail steeper grades along centerline of the roadway.

2-2 Minimum grade of cross-gutter and spandrel flow line shall be 0.50%. This grade will be required on centerline of the street parallel to the cross-gutter. Cross fall of the pavement shall not be adjusted to accomplish the required grade of the flow line.

2-3 Minimum grade across "Knuckle" is 0.40% along outer curb. This will require steeper grades along centerline and inner curb line.

2-4 Minimum grade on flow line of a cul-de-sac shall be 0.40%. Adjust the centerline grade such that cross-fall ranges between 1.60% minimum and 3.6% maximum.

2-5 TRANSVERSE GRADE:

More commonly known as cross fall shall be not less than 1.60%. Preferable value of the cross fall is 2.00%. It shall not be more than 3.60% unless approval of higher value is granted by the Public Works Director.

2-6 GRADE BREAKS:

Grade breaks on all streets and roadways shall be limited to 0.50% maximum. Where grade differential is greater than 0.50% vertical curve shall be required per Table-3 of Section 3-4. A maximum of 1.00% grade break is allowed on curb returns before a vertical curve is required. For the ease of plan checking show your grade break points on profile. Also, show tangent grades in parentheses when actual finish surface profile is a vertical curve. Grade breaks must not be closer together than the length of vertical curve for grade changes of 1.00%.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

ROAD DESIGN STANDARDS

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APPROVED BY:

Clifford G. Finley
PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09
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3 GEOMETRIC DESIGN STADARDS

3-1 HORIZONTAL CURVES:

Minimum horizontal curve design criteria for streets and roadways within the City jurisdiction shall be as summarized as follows in Table 3-1.

TABLE 3-1 MINIMUM HORIZONTAL CURVE DESIGN CRITERIA

DESIGN CRITERIA	RES. STREETS	COMMERC/ INDUSTRIAL	LOCAL/SEC. ARTERIAL	PRIMARY ARTERIAL
Design Speed (m.p.h.)	30	35	45	55
Minimum Centerline radius (feet)	200	300	850	1,150
Min. horizontal sight distance (ft.)	200	250	370	510
Min. reverse curve tangent (feet)	100	200	300	500
Minumun approach tangent at intersections (feet)	100	200	300	500

3-2 MINIMUM CURB RETURN AND PROPERTY LINE RADII:

Minimum curb return and property line radii shall be as follows:

TABLE 3-2 MINIMUM RADII AT INTERSECTIONS

Type of Intersection	Curb Return	Property Line
Residential to Residential	25'	12'
Residential to Commercial/Industrial	30'	17'
Comm/Industrial to Comm/Industrial	30'	17'
Comm/Industrial to Local Collector	30'	15'
Comm/Industrial to Primary Arterial	35'	20'
Local Collector to Local Collector	35'	20'
Local Collector to Primary Arterial	40'	25'
Primary Arterial to Primary Arterial	40'	25'

3-3 ROAD WIDTH TRANSITION TAPERS:

When constructing a roadway that will directly connect with an existing roadway of less width, it is necessary to install a transition taper between the two. The length of taper depends upon the offset difference between the outside traveled edge of the two sections and the speed limit or design speed as shown in the taper formula below. These values are not to be used in the design of speed change or left turn storage lanes.

$$L = S \times W \dots \text{for speed } \geq 40 \text{ m.p.h.}; \quad \text{and} \quad L = W S^2 / 60 \dots \quad \text{for speed } < 40 \text{ m.p.h.}$$

Where, L = Length of taper (100' Minimum); W = Width of offset (feet)

S = Numerical value of posted speed limit or 85th%ile speed.

3-4 VERTICAL CURVES:

Minimum vertical curve design criteria for streets and roadways within the City jurisdiction are based on Caltran's design formulas. The adopted stopping sight distances for various speeds are as given below. The minimum length of vertical curves to maintain required sight distances and smooth riding characteristics are as given in Table 3-3.

TABLE 3-3 MINIMUM VERTICAL CURVE DESIGN CRITERIA

A = Algebraic difference in grades. For values of "A" between tabulated values, use next higher value to derive required vertical curve length.



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ROAD DESIGN STANDARDS

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B = Length of vertical curve at bulb end of cul-de-sac.

DESIGN SPEED		25 m.p.h.		30 m.p.h.		35 m.p.h.		40 m.p.h.		45 m.p.h.	
Stopping Sight Dist.		160 feet		200 feet		250 feet		310 feet		370 feet	
A	B	SAG	CREST	SAG	CREST	SAG	CREST	SAG	CREST	SAG	CREST
0.50	0	0	0	0	0	0	0	0	0	0	0
0.50	10	10	10	10	10	10	10	10	10	10	20
1	10	10	10	20	20	20	20	20	20	20	30
1.50	10	20	20	20	20	30	30	30	30	40	40
2	10	20	20	30	30	40	40	40	40	60	80
3	20	30	30	40	40	80	50	130	160	180	280
4	20	80	30	130	70	190	170	250	270	320	400
5	30	130	60	180	130	250	230	330	350	410	500
6	30	160	100	220	170	300	270	390	420	490	600
7	40	190	120	260	210	350	320	460	490	560	700
8	40	220	150	300	230	400	360	520	550	650	800
9	50	240	180	330	260	450	410	580	620	730	900
10	50	270	200	370	290	500	450	650	690	810	1,000
11	60	300	220	400	320	550	500	720	760	890	1,100
12	60	320	240	440	350	600	550	780	830	970	1,200

4 INTERSECTION:

All at-grade intersections provide linkage between two or more streets. Design considerations should be such that intersections provide smooth riding characteristics and ample unobstructed sight distances. Minimize the use of cross-gutters, whenever possible. Also, all intersections and certain approach distances withstand greater acceleration and deceleration forces. To help minimize the wear and tear of the pavement, increase the design value of the traffic index (TI) by 0.5 and upgrade structural section. If the intersection is formed by the junction of two or more roadways, then the entire intersection shall be designed for the upgraded TI of the street with higher TI. The entire intersection means, full pavement width traversing along main street from the beginning of first curb return to the end of last curb return plus the maximum coverage of the secondary street by extending perpendicular lines from the farthest end of curb returns.

The approach distances shall be those sight distances given in Table-1 and measured beyond the limit of the intersection as defined above. The approaches on main street shall be designed for the TI = designed TI for the roadway + 0.50. Similarly the approaches on secondary street shall be designed for TI = designed TI for the secondary street + 0.50. This could be accomplished by thickening asphalt concrete and/or base material or any combination thereof.

5 MATERIAL TESTING:

All design for thickness of pavements, including soils testing, and all control testing during construction shall be performed by a Materials Engineer. A Materials Engineer acceptable to the Public Works Director shall be employed and paid by the developer of any land development project and by permittee on job requiring permits. The Materials Engineer, or a consulting Soils Engineer employed by the City, shall be the Materials Engineer on City projects. A materials engineer shall be a Registered Civil Engineer knowledgeable in the field of Soil mechanics and road building materials.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

ROAD DESIGN STANDARDS

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APPROVED BY:

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6 TEST METHODS AND REPORTS:

Materials shall be tested in accordance with "City Standard Specifications," as well as those supplementary test methods required by the Public Works Director. Appropriate number of soils tests shall be made, as required, prior to pavement design. Tests for pavement design shall not be done until rough grading has been completed to within one foot of final finish surface grade, nor until it is assured that the soils sampled are representative of those at the final grade.

Sufficient number of tests shall be made during construction to assure that the quality of construction and component materials is equal to that required by the specifications. These test requirements include, but not limited to, fill densities and bearing capacities, subgrade and base quality, gradation and compaction. When treated soil or aggregate base is used, a quality control plan must be submitted and approved by the City.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

ROAD DESIGN STANDARDS

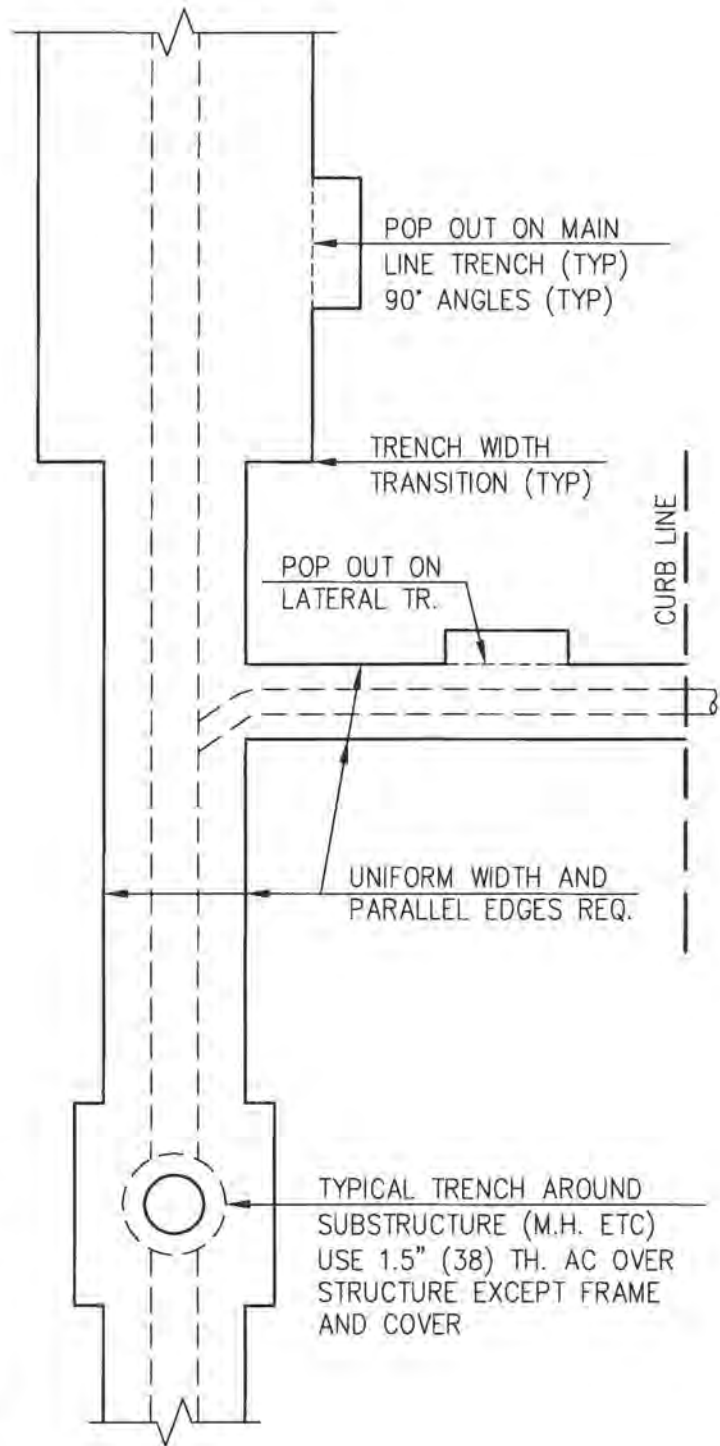
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MAXIMUM ALLOWABLE POP OUTS AND TRANSITIONS = ONE PER 100 L.F. OF TRENCH - (COMPUTED SEPARATELY FOR MAIN LINE TRENCH AND LATERALS), UNLESS APPROVED OTHERWISE BY PUBLIC WORKS DIR.

B. STRAIGHT ALIGNMENT



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

STANDARD PLAN

ASPHALT CONCRETE PAVEMENT RESURFACING

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APPROVED BY:

Clifford G. Finley 2-2-09
PUBLIC WORKS DIRECTOR / CITY ENGINEER DATE

SHEET 2 OF 3

GENERAL NOTES:

1. All pavement removal shall be made to straight line saw cuts a minimum depth of 1.5 inches (38). All pavement removal shall have a uniform width and parallel edges. The existing pavement shall be removed to cut lines or as directed by the engineer.
2. During excavation and subgrade preparation, the contractor shall take all necessary steps to ensure the protection of all improvements, whether public or private, including other utilities and their services, from any damage that could occur due to contractor's operation.
3. Standard ac patch as shown on sheet no.1 is applicable to Minor streets. It may be case I or case II depending upon the existing pavement section.
4. Cold planed ac patch as shown on sheet no.1 is applicable to arterial and collector street. Cement-sand slurry backfill (except in the pipe zone) is required. The public works director may waive the requirements for cold planed ac patching and slurry backfill for excavations located outside the traveled way.
5. Temporary pavement resurfacing shall be placed at the contractor's expense. Immediately after backfilling, unless otherwise specified by the engineer. It shall be placed level with the existing pavement on compacted trench backfill and shall be minimum of 2 inches (50) thick.
6. Permanent pavement resurfacing shall be of hot asphalt concrete mix and installed within two (2) weeks after backfilling of trenches has been completed, and only after settlement has taken place and fill surface has sufficiently dried. All cuts shall be clean and straight.
7. Contact surfaces of existing pavement. Manhole frames and shafts and concrete surfaces shall be given a tack coat before permanent asphalt trench resurfacing is applied.
8. New asphalt resurfacing shall be minimum 4 inches (100) thick and installed in two lifts. Base course, type III B2-AR4000, shall be minimum of 2.5 inches (62) thick. Finish course, type III C2-AR4000, shall be minimum of 1.5 inches (38) thick.
9. Minimum depth of cold plane along trench is 1.5 inches (38). It shall be filled with finish course asphalt. The contact edges shall then be sealed with emulsified asphaltic oil.
10. The total numbers of main line popouts and main line transitions shall not exceed one per 100 lineal feet of main line. The total number of lateral popouts and lateral width transitions shall not exceed one per 100 lineal feet of lateral. Popouts or width transitions at substructures are excluded from the above limitations
11. Encroachment excavations within the traffic lanes of any paved street. Which excavation exceeds 250 feet in length measured parallel to the center line of the street. Shall be paved using a self-propelled mechanical spreading and finishing machine for placement of the top layer of asphalt concrete paving material.
12. All requirements of trench resurfacing material, construction methods and public convenience and safety shall conform to the applicable sections of the "green book" standard specifications for public works construction - latest edition, unless approved otherwise by the public works director.



CITY OF SANTA PAULA - PUBLIC WORKS DEPARTMENT

ASPHALT CONCRETE PAVEMENT RESURFACING

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER

2-2-09
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STANDARD PLAN

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SHEET 3 OF 3

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: REQUEST FOR LICENSE AGREEMENT AMENDMENT WITH LEAP LAB

Date: March 4, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff Recommends that the City Council:

1. Authorize the City Manager to enter a First Amended and Restated License Agreement with Leap Lab: Ventura County Science Center for use of the Union Oil Building.

Presented By: Dan Singer, City Manager

BACKGROUND:

In an unprecedented and unexpected move on November 16, 2022, Chevron offered to donate the Union Oil Building property to the City. This donation includes the main building, the rig building, and the adjacent parking lot. Additionally, Chevron committed to providing a \$2-million grant to cover deferred maintenance costs and, for a nominal fee, offered numerous pieces of memorabilia and artifacts. On October 18, 2023, the City Council authorized the City Manager to execute a Transfer Agreement to formally acquire the Union Oil Building property.

As the transfer process began, the City Council formed an Ad-Hoc Committee to collaborate with staff in creating a Request for Proposals (RFP) to identify potential users for the building. To ensure community input, three public workshops were held to gather feedback on the building's future use.

The RFP process resulted in five proposals. Following a thorough review, the Ad-Hoc Committee and staff presented a recommendation to the City Council during the October 15, 2024 Study Session to proceed with three of the proposed organizations and enter into license agreements with them.

Staff returned to Council on June 4, 2025, with draft license agreements for Leap Lab and the Santa Paula Historical Society, however the third proposal from the California Oil Foundation was revoked when the organization choose to dissolve. Council provided feedback and requested some additional language be added to each agreement and final agreements were approved by Council on August 6, 2025 with the Santa Paula Historical Society and Leap Lab.

ANALYSIS:

On December 10, 2025, Leap Lab sent a letter to the City requesting changes to the license agreement as well as a six-month extension of time in which to begin lease payments. The reason Leap Lab requested the amendments was primarily because the building was not yet ready for tenant occupancy and additional time was needed to prepare the space for its intended use as a science and discovery center. Leap Lab's request was amended on January 27, 2026 at which time discussions with staff followed. The requested amendments were also reviewed by Councilmembers Chavez and Cornejo who offered suggestions on the terms. A redlined copy of the proposed First Amended and Restated License Agreement ("Amended Agreement") is attached as Exhibit A.

At this time, Council is asked to consider the following amendments to the existing license agreement requested by Leap Lab:

1. **Fees:** The existing agreement requires payments to begin March 1, 2026. The Amended Agreement defers payments until six months from the time the ground floor is completely clear of materials and ready for Leap Lab's occupancy and intended use. Until then, Licensee would pay on a pro-rata basis for areas of its licensed space (Rig Room and ground floor) that it occupies and actively uses for its programs.
2. **Utilities:**
 1. The existing agreement requires Leap Lab to pay for all of its utility costs and that of its co-licensee, the Santa Paula Historical Society. The Amended Agreement requires each licensee to pay a percent of the utilities equal to the percent of the total licensed area of the building it licenses from the City, however Leap Lab has agreed to cover the utility costs associated with the area licensed for use by the Santa Paula Historical Society.
 2. The Amended Agreement requires City and Leap Lab to review the relative costs of utilities after 6 months of active use. If utility records show that expenses are not proportionate to each licensee's utility use, then the parties must re-negotiate the terms in good faith to reflect the actual percent attributable to each licensee. Should the City decide to license all of the second floor, the relative utility use would be about a 60% portion for the first floor and a 40% portion for the second floor.
3. **New License Areas:** The existing agreement gives Leap Lab a right of first refusal to other areas of the building available to license at least 6 months before the end of its initial 5-year term and any renewal term thereafter. Leap Lab requested a right of first refusal any time an area became available. The Amended Agreement instead provides that the City in its sole discretion may notify Leap Lab of additional available areas. If the City gives such notice, it must then negotiate with Leap Lab for 90 days to add the new licensed area to the agreement. If an amendment is not entered within 90 days, the City may then offer the area to others. If, however, the new license area is added to Leap Lab's agreement, the term for such new license area will be adjusted to coincide with the existing 5-year term and subject to the same renewal terms.
4. **Exhibit Displays:** The Amended Agreement adds the following underlined text to Section 10(e): "The City has a strong interest in preserving and honoring the heritage of the Union Oil Building, a California Historical Landmark and a listed site on the National Register of Historic Places. To that end, Licensee agrees that exhibits and programming presented within the Facility will be presented in a respectful, educational manner that is fair and balanced and utilizes the best available peer-reviewed science. In the event of a concern, the City and Licensee shall meet in good faith to address and resolve the issue collaboratively."

Representatives from Leap Lab will be present to speak to their request and respond to questions the Council may have.

STRATEGIC PLAN:

This item furthers the City Council's Strategic Plan in that it will allow the City to preserve a historic resource, attract tourism, and promote the City's standing as a regional leader of the arts, culture, and entertainment reflective of the City's values and history.

FISCAL IMPACTS:

Approving this request delays lease payments for up to six months in the amount of \$3,138.00 per month. Revenues associated with the original license agreement, approved on August 6, 2025, were included in the adopted FY 25/26 & FY 26/27 budget. Approving the amendment will result in the reduction of \$18,828.

OPTIONS:

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

1. Do not approve the amendments to the license agreements or approve some, but not all, of the amendments and give staff and the applicant further direction on such license terms, and
2. Reject all recommendations in order to leave the existing agreement in place.

ATTACHMENTS:

[EXHIBIT A - First Amend Restated License Agreement Leap Lab Union Oil Bldg.pdf](#)

EXHIBIT A

**(First Amended Restated License
Agreement – Leap Lab – Union Oil
Building)**

**FIRST AMENDED AND RESTATED
FACILITY LICENSE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND LEAP LAB: VENTURA COUNTY SCIENCE CENTER
(Union Oil Building)**

THIS **FIRST AMENDED AND RESTATED** FACILITY LICENSE AGREEMENT (“**Agreement**”) is entered into this ~~6th~~^{4th} day of ~~August~~^{March}, ~~2025~~²⁰²⁶, by and between the City of Santa Paula, a municipal corporation (“**City**”) and Leap Lab: Ventura County Science Center, a 501(c)(3) corporation, (“**Licensee**”). City and Licensee are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City owns, operates, and maintains the Union Oil Building located at 1001 E. Main Street, Santa Paula CA 93060 and all appurtenant buildings, structures, grounds, parking areas, and facilities located thereon (“**Property**”).

B. WHEREAS, on August 6, 2025, the City and Licensee entered a ~~wishes to grant a license to Licensee to enter the Property-Facility License Agreement (“Original Agreement”)~~ for the purpose of offering a Science Center to the surrounding community (“**Activity**”) within the Union Oil Building and Rig Room (“**Facility**”), which is located on the Property, ~~subject to the City’s oversight and approval as set forth herein.~~

C. WHEREAS, ~~the Licensee has requested and City has agreed to amend the Original Agreement City desires to make the Facility available to Licensee to conduct the Activity within the Facility in accordance with the terms in this~~ by entering this -Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the common understandings and cooperative relationship between the Parties that relate to the Licensee’s access to the Property and use of the Facility for the Activity.
2. **Grant of License.**
 - a. **License.** Subject to the terms and conditions in this Agreement, City hereby grants to Licensee a revocable, non-exclusive license for the right to enter upon the Property and use the Facility for the Activity (the “**License**”). The Licensee acknowledges and agrees that this License is granted solely for use of the Facility for the Activity, is subordinate to the City’s rights to use and manage the Property and Facility, and does not confer any possessory or proprietary interest beyond the limited scope herein defined.

- b. **License Area.** The License gives Licensee the right to use a total of 6,276 square feet of the Facility, which will include the majority of the first floor, and a portion of the Rig Room, as shown in Exhibit A (“**License Area**”). Within 12 months of the Effective Date, City will consider expanding the Licensee Area to include any available office space on the second floor, provided Licensee has not committed a material breach that is continuing at the time of negotiations. Licensee acknowledges that the City will enter a concurrent license agreement with The Santa Paula Historical Society, a 501(c)(3) corporation, (“**SPHS**”) for use of Facility areas and that Licensee has entered a separate Memorandum of Understanding (“**MOU**”) with SPHS outlining the cooperative, shared use of the Facility. With respect to any other Facility licensee, the License Area shall be for Licensee’s exclusive use. Licensee may also use the Facility as described in Section 10.
3. **Term; Effective Date.** The term of this Agreement and License shall be a 5-year term from September 1, 2025 (“**Effective Date**”) to July 30, 2030, inclusive, unless earlier terminated or as provided herein (“**Initial Term**”). The Agreement may be extended beyond the Initial Term for three (3) consecutive five-year terms (each, a “**Renewal Term**”) upon mutual written agreement of the Parties for a total potential extended term of 20 years.
4. **Right of First Refusal.**
- a. **Right Granted.** Provided that Licensee has not committed a material breach as defined in Section 6 (Termination), below, that is continuing at the time the rights provided in this Section are exercisable by Licensee, City hereby grants to Licensee a right of first refusal to license the License Area and other areas of the Facility not under a current license agreement (“**Right of First Refusal**”). Such right shall be exercisable before the start of each additional five-year term described in Section 3 (Term).
- b. **Licensee Exercise of Right.** At least six (6) months before the end of the Initial Term, and each additional five-year term thereafter, if any, City shall give Licensee written notice of the availability of the License Area and other areas of the Facility not under a current license agreement (“**New License Area**”). Upon notice, the Parties shall have 90 days to negotiate a reasonable fee for the License Area and New License Area, if applicable, for the next five-year term. At or before the end of 90-day negotiation period, City shall extend an offer to Licensee, which Licensee must accept within 15 days in writing. If an amendment to this Agreement reflecting Licensee’s exercise of its Right of First Refusal is not entered before the Agreement terminates, Licensee’s right shall terminate, unless the Parties agree otherwise, and City may license the License Area and New License Area to a third party.
- b.c. **New License Area.** Notwithstanding subsection (b) above, the City in its sole and absolute discretion may notify Licensee that a New License Area is

available. If such notice of availability is made to the Licensee, the fees and occupation date for the New License Area shall be negotiated in good faith within 90 days of the City's notice. If the parties do not enter an amendment to this Agreement that adds the New License Area within the 90-day negotiation period, the City may license the New License Area to a third party. If an amendment is entered, the term for such New License Area will be adjusted to coincide with the existing five-year term and subject to the same renewal terms as above.

5. **Licensee Fee; Costs.**

a. **SPHS MOU.** Pursuant to the Memorandum of Understanding between Licensee and the SPHS, a 501 (c) (3) corporation, attached hereto as Exhibit B ("**SPHS MOU**"), Licensee will pay City a portion of SPHS's license fee and utility costs for 477 square feet of the Facility, necessary to perform SPHS's "Activity" defined in its license agreement with the City, attached hereto as Exhibit C ("**SPHS License**").

b. **Amount.** Licensee shall pay City a monthly fee ~~of \$3,376.50~~ on behalf of itself and SPHS ("**Full License Fee**"), payable on the first day of each month as set forth ~~, calculated as shown~~ in subparagraphs (1) and (2) below. ~~Monthly payment will commence February 1, 2026, i.e. six (6) months after the Effective Date of the Agreement.~~

(1) For Licensee: 6,276 square feet at \$.50 per square foot for a total of **\$3,138.00** per month ("**Leap Lab License Fee**") once the License Area is fully occupied according to the terms of this subparagraph (1). This includes 511 square feet in the Rig Room and 5765 square feet in the first floor of the main building. Monthly payment for the Rig Room and first floor will commence six (6) months from the date when the first floor is completely clear of materials and ready for occupancy. In the event Licensee occupies portions of the Rig Room or the first floor for the Activity prior to when the entire first floor is ready for occupancy, Licensee shall pay for such occupied portions on a pro-rata basis. Licensee will pay these pro-rated fees to the City prior to occupancy and every first of the month thereafter.

(2) For SPHS: 477 square feet of the second floor at \$.50 per square foot (per the SPHS MOU) for a total of **\$238.50** per month. Monthly payment will commence ~~February~~ March 1, 2026, i.e. six (6) months after the Effective Date of the Agreement

c. **Utilities Arrangement.**

(1) **Account Holder.** The Licensee will be the account holder for the Facility utilities. These utilities include water, gas, trash, electrical and internet.

~~(2)~~ **Pro-Rata Allocation.** Licensee, SPHS, and any future licensee(s) will pay a percent of utilities equal to the percent of the total licensed area of the Facility it occupies. By way of illustration, if Licensee A uses 2,000 square feet of the total 8,000 square feet of a building, Licensee A will pay 25% of utilities.

~~(1)~~ Licensee shall pay for all utility costs except as otherwise stated herein.

~~(2)~~(3) **SPHS.** Pursuant to the SPHS MOU, Licensee shall be responsible for 100% of SPHS's utility costs, including but not limited to water, gas, trash, electrical, and internet.

~~(4)~~ **City.** If the city decides to use the facility for municipal functions, then the city agrees to pro-rate all operational costs for the duration of use.

~~(3)~~(5) **Expense Review.** City and Licensee will review utilities expenses six (6) months after Licensee's active use of the Facility. "Active use" means Licensee has occupied the entire Licensed Area and has opened the Facility to the public for the Activity. At the time of the six-month review, in the event expenses are not proportionate to each Facility licensee's utility use as shown in utility records and other credible evidence, then City and Licensee will negotiate in good faith to reflect the actual percent attributable to each Facility licensee. To make warranted adjustments to other licensee's share, the City agrees to re-negotiate in good faith the terms of utility expenses in other existing license agreements and Licensee shall re-negotiate the same in existing MOUs. In general, the percent of total utility costs attributable to first floor licensees will be 60% and total utility costs attributable to the second floor licensees will be 40%.

d. **Operational & Other Cost Arrangements.**

(1) **Licensee.** Leap Lab will pay for the following:

- (a) Costs of operating the Rig Room and the first floor of the main building, including admissions.
- (b) Custodial services for the Rig Room and the first floor and second floor offices with the storage space being used by SPHS.

(2) **City.** The fire alarm and other alarm systems in the Rig Room and main building will be the responsibility of City to maintain. Landscaping in the courtyard will be managed by City.

e. **Late Payment.** It is the Licensee's responsibility to ensure the payment obligations in this Agreement are met. Failure to meet the obligations will constitute a material breach of this Agreement by Licensee. If payments are late,

the Licensee must pay an additional 5% fee. After 90 days, this License may be terminated. Payments are due by the 1st of each month with a five (5) day grace period.

6. **Termination.**

- a. City, through its City Manager or his or her designee, may terminate this Agreement in the event of Licensee's material breach of this Agreement. Material breach of this Agreement is limited to failure to comply with payment obligations after 90 days, unauthorized alterations to the historical properties of the Facility, making copies of the Facility's keys or changing its locks without City permission, or unsafe use of the Facility as determined by the Americans with Disabilities Act (ADA) and public safety codes. The Agreement may also be terminated if the Licensee fails to perform its duties as a mission-driven 501c(3) non-profit organization in service to the public. The City understands that the Licensee's operations as a science center includes significant investment in the fabrication of exhibits, installation of the Makerspace and display of fragile artifacts. The dismantling and removal of all Licensee assets will require significant time and costs, therefore upon termination, the Licensee will have 180 days to vacate the Property and return it to the condition in which it was received. The Licensee will not be obligated to make payments during this time.
- b. Licensee may terminate this Agreement without cause upon providing written notice to City no less than thirty (30) days prior to the effective date of termination, provided all obligations under this Agreement, including restoration and payment, are fully satisfied prior to such termination.

7. **Release of Liability.** All Licensee members, invitees, visitors, and guests (collectively, "**Visitors**") shall sign a City-provided release of liability form prior to participation in the Maker Space activities, day camps, overnight events, and any on-site activities with a reasonably foreseeable risk of physical harm. City agrees to provide all said forms to the Licensee upon request. Licensee shall maintain a record of all signed forms for seven years and provide copies to City upon request within two (2) business days. To satisfy the requirements of this Section, Licensee may digitize the unsigned forms, and have them completed by Visitors and stored on a digital platform that the Licensee and City can access. Each digitized signed form will be stored for seven years.

8. **Equipment; Exhibits.** Licensee shall provide City with a list of equipment and exhibit items owned by the Licensee that the Licensee is storing, or intends to store, at the Facility. Licensee shall provide this list to City and update it yearly no later than July 1. City assumes no responsibility or liability for the equipment, exhibit items, or any other personal property (together, "**Personal Property**"), brought to the Facility by the Licensee or Licensee's invitees, whether or not included on the list, unless damage or loss to Personal Property is due to the sole negligence or willful misconduct of the City. Moving exhibit items without Licensee's consent or support from professional services that package and transport antiquities and fragile items will be considered "negligence" or "willful

misconduct” by the City.

9. **Keys to Facility.** City will issue Licensee up to four (4) sets of keys to the Facility that will be monitored by the Licensee’s Board President. Licensee shall return the keys to the City upon termination or expiration of the term of this Agreement. Licensee shall not make any copies of the keys or change any locks to the Facility without the prior written permission of City.
10. **Facility Use.**
 - a. **Time of Use.** Licensee and its invitees may access and use the Facility as needed. Before Licensee opens the Facility to the public, Licensee will provide City with its regular hours of operation and will promptly notify City of any change to said hours. Outside of its regular hours of operation, Licensee may use the Facility for science center operations, including student use of the Makerspace, evening exhibit openings, lecture events, as well as educational programs, including family overnight sleepovers.
 - b. **City Use.** City reserves the right to access the Facility to conduct maintenance, repairs or inspections as needed. Unless there is an emergency or when deemed necessary for public safety, the city will schedule access as not to disrupt the operations of the Licensee.
 - c. **Common Use Areas; Reservations.** Licensee shall have access to Facility restrooms and common areas, subject to City’s prior approval and any restrictions imposed by the City to maintain such areas. Common areas, including but not limited to the 2nd floor conference room and the courtyard, may be used by Licensee by submitting a reservation request through the Parks & Recreation Department. All requests shall be provided at least one week in advance, and approval is subject to availability and City discretion.
 - d. **Licensee Disagreements.** City shall be the final arbitrator of any disagreements between Licensee and any other licensee regarding the use of the Facility or Property, including without limitation, uses with respect to common areas, the Rig Room, exhibits, or language used within exhibits. City’s decisions will be binding on Licensee.
 - e. **Exhibit Displays.** The City has a strong interest in preserving and honoring the heritage of the Union Oil Building, a California Historical Landmark and a listed site on the National Register of Historic Places. To that end, Licensee agrees that exhibits and programming presented within the Facility will be presented in a respectful, educational manner that is fair and balanced and utilizes the best available peer-reviewed science. In the event of a concern, the City and Licensee shall meet in good faith to address and resolve the issue collaboratively.
11. **Property Improvements.** The Licensee shall make no improvements, alterations, or

repairs to the Facility or Property without prior written consent from the City, which may be withheld in the City's sole discretion. This prohibition includes, but is not limited to, painting walls, replacing carpet, removing or altering any existing memorabilia, artifacts, or City-owned property, or installing fixtures or equipment that affect the structural integrity or aesthetic of the Facility. Licensee shall submit detailed plans and specifications for any proposed improvements to the Parks & Recreation Department Director for review at least sixty (60) days prior to the intended start date, and any approved work shall be performed by licensed contractors at Licensee's sole expense, with proof of permits and compliance with all applicable laws provided to the City prior to commencement. Prior to the Effective Date of this Agreement, the Licensee and City will prepare a list of agreed upon alterations, modifications, artifacts, exhibits and memorabilia to be removed, painting requests, changes to flooring, or any other proposed changes.

12. **Maintenance.** Licensee shall maintain the Facility and the area immediately surrounding the Facility free of litter, trash and other debris. Licensee shall cooperate with City staff as requested and shall conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property. Licensee shall promptly report any damage, hazards, or maintenance issues to City within 24 hours of discovery.
13. **Restoration.** Upon termination or expiration of the term of this Agreement, Licensee shall, at its sole cost and expense, promptly, safely, and carefully remove all Personal Property and any debris and trash from the Facility and restore the Facility to its original condition in which the Facility existed immediately prior to the Effective Date of this Agreement. Prior to the Effective Date, City and Licensee shall conduct a walk-through of the Facility to document the Facility's condition with video and photographs. If Licensee fails to commence performing the work required by this Section within ninety (90) calendar days following expiration or the earlier termination of this Agreement, or if Licensee fails to diligently perform all work required by this Section to its completion, then City shall have the right to perform such work without risk, exposure, or liability and without further notice to Licensee for all Personal Property except exhibit items. Exhibit items, such as dinosaur skeletons or other fossils, natural history items or historical artifacts, must be removed by a professional mover of antiquities, at the expense of the Licensee. In such event, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work, within thirty (30) calendar days of written notice. Upon receipt of payment, City shall return any personal property and other equipment removed by City pursuant to this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Any Personal Property left at the Facility shall be deemed abandoned if Licensee does not claim the property and pay within thirty (30) calendar days of written notice any: (i) outstanding restoration costs; (ii) storage fees; and (iii) other reasonable costs paid by City. In addition to the remedies contained in this Section, City may avail itself of all other rights and remedies under any applicable law, including, but not limited to disposal of abandoned property pursuant to California Civil Code Section 2080.6.
14. **No Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the

Facility or Property to Licensee.

15. **Liens.** Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

16. **Indemnification.**

a. To the fullest extent permitted by law, each Party shall (1) immediately defend; (2) indemnify; and (3) hold the other Party harmless, including its directors, officers, employees, agents, volunteers, invitees, guests, or visitors, and representatives (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) this Agreement; (ii) the License; (iii) use of the Property and Facility; (iv) state of repair of the Facility; or (v) presence of the other Party's personal property, including but not limited to any acts or omissions of the indemnifying Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution except such loss or damage caused by the sole negligence or willful misconduct of the Indemnified Party. Each Party's obligation to indemnify the other applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then a Party's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

c. This Section shall survive the termination or expiration of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of

this Agreement relating to insurance.

17. **Insurance.** Licensee shall obtain and maintain during the term of the License insurance coverages as specified by the City, by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages. At a minimum, Licensee shall procure and maintain: (i) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming the City as an additional insured; (ii) Property insurance covering Licensee's personal property at the Facility; and (iii) Workers' Compensation insurance as required by California law, if applicable. Licensee shall provide certificates of insurance and endorsements to the City prior to the Effective Date of this Agreement and annually thereafter by July 1st of each year, or upon request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement, authorizing immediate termination by the City. Licensee shall, within a reasonable time, provide City with evidence of its compliance with these insurance requirements upon City's request.
18. **Assumption of Risk and Waiver.** Except as expressly stated in Sections 8 and 16 or otherwise and to the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, any loss, damage or injury to personal property or Personnel, or any loss damage or injury to any other property of, or under the control or custody of, Licensee, which is on or near the Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property or any accident, fire or other casualty on the Property. Licensee, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

INITIALS OF LICENSEE

The provisions of this Section shall survive the termination or expiration of this Agreement. As used in this Section, "Personnel" means the Licensee, its officers, directors, affiliates, members, invitees (except Visitors as defined in Section 7), volunteers, or anyone directly or indirectly employed or contracted by Licensee or for whose acts for the Licensee is liable.

19. **Notices.** Any notices, requests or approvals given under this Agreement from one party to

FIRST AMENDED AND RESTATED FACILITY LICENSE AGREEMENT

another shall be in writing and shall be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, by certified mail, return receipt requested to the addresses of the other party as stated in this Section, and shall be deemed to have been received at the time of personal delivery or three (3) days after the date of deposit for mailing. Notices shall be sent to:

If to City: Parks & Recreation Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

If to Licensee: Executive Director
Leap Lab: Ventura County Science Center
1001 E. Main St.
Santa Paula, CA 93061

Any Party may at any time, by notice to the other Party, change the designation or address of the person specified to receive notice on its behalf.

20. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of City and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto, provided that Licensee's rights hereunder shall not be assigned or transferred except as expressly permitted in Section 20 of this Agreement.
21. **Assignment.** This Agreement is personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.
22. **Amendments and Modification.** This Agreement may be amended, modified or supplemented only by a written Agreement signed by all of the Parties hereto.
23. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
24. **Venue.** Any legal action brought under this Agreement shall be instituted in the Superior Court of Ventura County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.
25. **Attorneys' Fees.** In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

26. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
27. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.
28. **Authority to Enter Agreement.** Each of the persons executing this Agreement on behalf of a Party hereto warrants that: (i) such party is duly organized and existing; (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound; and (iv) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.
29. **Entire Agreement.** This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights and remedies hereunder.
30. **Force Majeure.** Other than for Licensee's obligations under this License Agreement that can be performed by the payment of money and, whenever a period of time is herein prescribed for action to be taken by either Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortage of labor or materials, pandemics, epidemics, war, acts of terrorism, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.
31. **Captions.** The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any section hereof.
32. **Waiver.** No provision, requirement, default or breach of this Agreement shall be deemed waived by either Party except in writing.
33. **Facsimile or Electronic Signatures.** Signatures delivered by facsimile or electronically shall be binding as originals upon the Party so signing and delivering.
34. **No Partnership.** Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors in interest or permitted assigns.

35. **Drafting.** Each Party has participated in the preparation of this Agreement and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and conditions of this Agreement. As a result, the rule of construction that an agreement be construed against the drafter will not be asserted or applied to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO FIRST AMENDED AND RESTATED FACILITY LICENSE
AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the day and year first written above.

CITY OF SANTA PAULA

LEAP LAB – VENTURA COUNTY SCIENCE
CENTER

Dan Singer, City Manager

Board President

APPROVED AS TO FORM:

Board Member

Monica Castillo, City Attorney

ATTESTED BY:

Julie Latshaw, City Clerk

EXHIBIT A
LICENSE AREA

[attached behind]

EXHIBIT B
SPHS MOU

[attached behind]

EXHIBIT C
SPHS LICENSE

[attached behind]

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Lorena Alvarez, Human Resources Administrator

Subject: CITY OF SANTA PAULA VACANCIES REPORT PURSUANT TO
ASSEMBLY BILL (AB) 2561

Date: March 4, 2026

Agenda Item: 10.D

RECOMMENDATION:

It is recommended that the City Council:

(1) Hold a public hearing on and receive and file the City's Annual Position Vacancy Report in compliance with Assembly Bill (AB) 2561. (Gov. Code § 3502.3.)

Presented By: Lorena Alvarez, Human Resources Administrator

BACKGROUND:

California State Assembly Bill (AB) 2561 was introduced to address the issue of job vacancies in local government, which can adversely affect the delivery of public services and employee workload. The bill was enacted into law, effective January 1, 2025, and is codified as Government Code section 3502.2. Among other requirements, the bill obligates public agencies, including the City, to hold at least one (1) public hearing per fiscal year to present the status of their vacancies, recruitment and retention efforts with an opportunity for the various represented groups to speak at the hearing if they so desire.

ANALYSIS:

This report is intended to serve as the City's reporting of position vacancies as of December 31, 2025, before the adoption of the annual budget and in compliance with AB 2561.

In compliance with the new legal obligations, the City is required to do the following:

1. Hold a Public Hearing: At least once each fiscal year, at a public hearing before the City Council, the City shall present information regarding the status of vacancies and recruitment and retention efforts and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process. The "public hearing" required by AB 2561 means a public meeting where there is an opportunity for the various represented groups to comment. It does not require the City to publish a notice of the hearing in the newspaper. See Attachment A for a more detailed description of AB 2561's public hearing procedures. Notice was provided to

represented groups on February 12, 2026 (Attachment B).

2. Allow Employee Organization Participation: Allow the recognized employee organization for each bargaining unit at the City to present questions during the public hearing concerning vacancies and recruitment and retention efforts.
3. Provide Additional Reporting for High Vacancy Rates: If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit.

Status of Vacancies, Recruitment and Retention Efforts

The City conducted a review and found that the Community Service Officers Association (CSO) meet or exceed the 20% or more vacancies of their authorized full-time positions. Therefore, if requested by the CSO, staff will provide the following information about the bargaining unit at the time of the hearing: (1) the total number of vacancies, (2) the number of applicants, (3) the average time to fill positions, and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit.

As of December 31, 2025, the City of Santa Paula has a total vacancy rate of 6.5%. That rate by group is as follows:

Community Services Officer	20%
Executive Management	11.1%
Mid Management Association	14.3%
Santa Paula Police Officer's Association	12.3%
SEIU, Local 721	9.1%
Supervisory & Professional Association	5.3%
Unrepresented: Confidential	0%

Position vacancies may occur for a variety of reasons through any given year, such as promotions, retirements, resignations, terminations or due to the creation of new positions. The City continues to take steps in support of recruitment and retention. Recent efforts during the current term included employing various recruitment strategies such as posting vacancies on the City's website recruitment portal, industry-specific job boards and advertising on the City's social media platforms, and streamlining recruitment processes when possible. Occasionally, the City will engage outside recruiting firms for hard-to-fill or high-profile positions in order to reach a broad audience. During the vacancy reporting period of January 1, 2025 through December 31, 2025, the City successfully recruited and onboarded 9 full-time employees in 2025.

In addition, the City also completed a Citywide compensation study and began implementation in 2025, and continued providing employees the opportunity to engage in a variety of employee appreciation activities throughout the year, including our Annual Service Recognition Breakfast. These employee appreciation efforts were made possible by City Council Resolution No. 7332, a Resolution of the City Council of the City of Santa Paula Establishing Guidelines for Employee Enrichment, Recognition, Training and Appreciation.

STRATEGIC PLAN:

This action is being taken in response to new State laws and not as a result of the City's Strategic Plan.

FISCAL IMPACTS:

There is no direct fiscal impact associated with conducting the public hearing required under AB 2561. However, addressing recruitment and retention issues may involve future budget and bargaining considerations, which will be presented to the City Council as necessary.

OPTIONS:

1. Receive and file the City's Annual Position Vacancy Report
2. Provide staff with other direction

ATTACHMENTS:

[Attachment A _ City of Santa Paula Public Hearing Procedures.docx](#)

[Attachment B_ Vacancy Report Hearing _ Notice to Bargaining Groups.doc](#)

CITY OF SANTA PAULA AB 2561 PUBLIC HEARING PROCEDURES

Notice Requirements:

1. The City of Santa Paula will notify in writing each recognized employee organization that represents employees that the City of Santa Paula City Council will hold a hearing pursuant to the obligations set forth under Government Code section 3502.3 (Assembly Bill 2561). The notice will provide each recognized employee organization the opportunity to identify any negotiable impacts/effects regarding the City's compliance with Government Code section 3502.3.
2. The City will notify in writing each recognized employee organization that represents City of Santa Paula employees of the date, time and place of the hearing at least 7 calendar days in advance of the hearing.

In the notice, the City of Santa Paula will inquire whether the employee organization intends to make a presentation to the City of Santa Paula City Council at the public hearing. The City of Santa Paula will request that, for planning purposes, the employee organization provides written notice to the Human Resources at least 3 working days in advance of the public hearing indicating whether the employee organization intends to make a presentation at the public hearing.

The notice will also include information about the amount of time that the City Council has allotted to employee organizations for each bargaining unit that the organization represents for purpose of making a presentation at the public hearing. The City Council will allot five (5) minutes to bargaining units requesting to make a presentation.

3. In the event the vacancy rate for the bargaining unit is at least 20% of the total number of authorized full-time positions in the bargaining unit, an employee organization may request that the City of Santa Paula present "additional information" related to the vacancies as permitted by Government Code section 3502.3. The City of Santa Paula will request that the employee organization provide a written request for the presentation of such information to the Human Resources Department at least five (5) working days in advance of the public hearing. The "additional information" includes the following: (1) the total number of job vacancies within the bargaining unit; (2) the total number of applicants for vacant positions within the bargaining unit; (3) the average number of days to complete the hiring process from when a position is posted; and (4) opportunities to improve compensation and other working conditions.
4. Notice of the hearing to the public will be provided in accordance with the Ralph M. Brown Act. (Gov. Code §§ 54950-54963.)

CITY OF SANTA PAULA AB 2561 PUBLIC HEARING PROCEDURES

5. A City of Santa Paula staff report regarding vacancies and recruitment and retention efforts may be published as part of the agenda packet for the meeting.
6. The City of Santa Paula and recognized employee organizations may agree to exchange presentation materials in advance of the public hearing.

Order of the Hearing:

The public hearing will proceed in the following order:

1. City of Santa Paula Presentation: The City's presentation will be limited to five (5) minutes for each bargaining unit that it represents. The City of Santa Paula may choose to present on all bargaining units at once, or to present data for each bargaining unit separately followed by each applicable employee organization presentation.
2. Employee Organization Presentation: Following the agency presentation, each employee organization will have the opportunity to make a presentation for each of the bargaining units that the employee organization represents. For each bargaining unit, the employee organization presentation will be limited to five (5) minutes and should not contain bargaining proposals to the City Council on matters that have not been presented in bargaining.
3. Governing Body Questions and Discussion: The City of Santa Paula City Council may ask questions of City staff and the employee organization presenters.
4. Final City of Santa Paula Comments: Final City of Santa Paula comments will be limited to three (3) minutes per bargaining unit.
5. Final Employee Organization Comments: Final employee organization comments will be limited to three (3) minutes per bargaining unit.
6. Public Comment: Public comment regarding the AB 2561 hearing will be limited to two 2 minutes per person.

Standards of Discourse:

The City of Santa Paula's City Council should recognize that engaging with diverse perspectives is vital for effective governance and a vibrant community. To ensure full expression of such diverse perspectives, The City Council should ensure that participants follow the principles of respectful and civil discourse.

ATTACHMENT B

CITY OF SANTA PAULA MEMORANDUM

TO:

Michael Hoppin, Santa Paula Police Officer's Association
Leonard Carrillo, SEIU Local 721
Community Services Officer Association
Mid Management Association
Supervisory & Professional Association

FROM: Lorena Alvarez, Human Resources Administrator

DATE: February 12, 2026

SUBJECT: Notice of Public Hearing Regarding Position Vacancies at the City of Santa Paula

This is notice of the City's intent to comply with the obligations set forth under Government Code section 3502.3 (Assembly Bill 2561).

City of Santa Paula Presentation:

In accordance with Government Code section 3502.3, at a public hearing before the City Council on March 4, 2026, the City will present information on the status of position vacancies at the City and the City's recruitment and retention efforts. If necessary, the City will identify any needed changes to City policies, procedures, or recruitment activities that may have led to obstacles in the hiring process.

Employee Organization Presentation:

At the public hearing each employee organization will have the opportunity to make a presentation to the City Council. If your intent is to make a presentation to the City Council at the public hearing, please inform Lorena Alvarez, Human Resources Administrator at lalvarez@spcity.org, at least three (3) working days in advance of the public hearing so that we may plan accordingly.

Each employee organization will be allotted five (5) minutes to make a presentation. In addition, employee organizations may present additional written materials for review by the City Council.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Christy Ramirez, Finance Director

Subject: MID-YEAR FISCAL REPORT 25/26

Date: March 4, 2026

Agenda Item: 10.E

RECOMMENDATION:

Staff recommends that the City Council

1. Approve budget recommendations and personnel changes as noted in the fiscal impact section.
2. Approve the implementation of the minimum wage increase (and subsequent increase to positions related, as noted in the adopted budget).

Presented by: Finance Director, Christy Ramirez

BACKGROUND:

The purpose of this Mid-Year Financial Review is to provide a status update on the City's revenue and expenditure activity as it relates to the FY 2025/26 Operating Budget, which was originally adopted on June 18, 2025. This report provides an overview of the revenue and expenditure activity in the General Fund, as well as the City's Special Funds, and presents recommendations for adjustments to the adopted budget, where needed.

The first section of this report is a summary of the financial activity for the City's most significant fund, the General Fund, as of February 23, 2026. Staff has also included discussion on other miscellaneous funds and the Capital Improvement Program (CIP) budget. In analyzing the attached report, the following information should be taken into consideration:

- Revenues and expenditures are recorded during the period received or paid. It is only at the end of the fiscal year that accrual entries are made to associate the revenues and expenditures to the corresponding period.
- The receipt of revenues varies according to the source of funding, so the December totals may not represent six months of revenues in many categories. For example, "Traditional" Property Tax payments are normally received as follows: 56% in December, 41% in April, and 3% in June.
- Expenditures for salaries and some operating costs may be disbursed evenly on a month-to-month basis, however, there are some expenditure line items whereby funds are released or encumbered at the start of the new fiscal year. In addition, expenditures for Liability Insurance, Workers Compensation and Debt Service are made on a quarterly, semi-annual or annual basis.

ANALYSIS:

Fiscal Year 25/26 revenues are trending on target with expectations. Following is a breakdown of staff recommendations to budget modifications for Q2 25/26 by fund:

GENERAL FUNDS -

Overall, based on year-to-date activity analysis and comparison to prior year actuals in the Second Quarter of FY 2025/26, revenues and expenditures for the General Fund are tracking at levels expected, with a few outliers higher than budgeted. At this time, staff is recommending revenue and expenditure adjustments that continue to maintain a balanced budget, described in further sections of this report.

The General Fund is the general operating fund of the City and accounts for activities and services traditionally associated with general municipal services. When discussing the General Fund in this report, included is the sub funds such as Measure T, Measure R and Recreation Program funds. Staff has included recommended budget adjustments for all funds within the analysis of the Revenues, Expenditures, and Capital Improvement Program and Other Funds sections of this report.

Staff continues to closely monitor revenue projections, as well as evaluate resource requirements, and will advise Council of any additional changes not identified in this report as they arise. Details regarding revenue and expenditure performances, previous Council approved budget appropriations made this fiscal year, as well as recommended budget revisions are further outlined in this report.

General Fund Revenue Analysis:

The tables and summary information below provide additional detail on the revenue activity to date on a budget to actual comparison.

All General Funds	Budget	Actuals	Proposed Adjustments	Actuals % of Budget
Charges for Service	1,289,711	1,168,567		-9.4%
Licenses & Permits	2,220,241	1,183,024		-46.7%
Fines & Penalties	66,000	31,438		-52.4%
Other Revenue	27,500	26,726		-2.8%
Intergovernmental Revenues	505,000	250,236		-50.4%
Property Related	6,267,542	3,391,414	139,789	-45.9%
Sales Tax	12,250,000	4,807,314		-60.8%
Other Taxes	374,260	189,052		-49.5%

TOT	140,000	34,759		-75.2%
Business License	144,500	135,467		-6.3%
Real Property Transfer Tax	144,000	96,518		-33.0%
Franchise Fee	995,000	574,515		-42.3%
Investments & Rents	150,000	75,671		-49.6%
Transfers	2,237,071	-		-100.0%
TOTALS	26,382,325	11,697,955	139,789	-55.7%

Licenses and Permits revenue categories are generally on track to reach target levels. Permits budgeted for FY 25/26 primarily consist of regular ongoing activity with significant development activity revenues, as they are in Charges for Services this year. Staff anticipates revenues will meet projections but will continue to monitor revenues as we wait for additional activity to occur.

Charges for Services , as noted in the budget process, the majority of the \$1.3m budget relied on one-time revenues. The majority of the revenues have been received and is expected to end the year at or exceeding budgeted figures. Staff anticipates these projects will move on to the next phase of development, leading to the realization of the anticipated revenue for Licenses and Permits.

Other Revenues encompasses all other revenues not otherwise mentioned. No changes are recommended for this category.

The **Intergovernmental Revenue** category, which includes the Prop 172 sales tax (sales tax for public safety activities), is expected to be in line with the budget, and staff recommends leaving the budget as is.

The **Property Tax** category is composed of two payment types - the "Traditional" Property Tax, which are received in large part during the months of December and April, and the Property Tax in Lieu of Motor Vehicle License Fees (MVLFF) which is received in two payments during January and May. Traditional property taxes are trending above expected levels due to the increased revenues from the dissolution of the Redevelopment Agency. However staff will delay a recommended increase until the third quarter when the second half of the annual payment is received and the anticipated increase (estimated at \$250,000) occurs. The first half of the MVLFF fees have also exceeded projections and staff has been informed of an increased allocation by **\$139,789** above budgeted figures and **a budget increase is recommended.**

The annual **Sales Tax** budgeted figure of \$12.25m is comprised of twelve (12) monthly payments for the traditional Sales Tax line item, as well as an equal amount of payments for the Measure T and Measure R 1% Sales Tax. To date, the revenues collected totaled \$4.8m,

or 39.2% of the estimated revenue for the year, accounting for 5 months of revenue. Staff anticipates needing no changes to the budget allocation for this category.

Other Taxes consists of three subcategories including **Transient Occupancy Tax (TOT), Business License, and Real Property Transfer Tax**. TOT actual revenues are trending on target in comparison with prior year totals, and as such no changes are currently recommended, however longer term decreases to the Transient Occupancy Tax category is anticipated for future years to account for decreased transient activity.

The City collects **Franchise Fees** from five main service provider sources (Cable, Electric, Gas, Pipeline, Solid Waste). Each provider of these services has a different payment schedule. Electric and Gas providers make annual payments in April. The Cable provider is on a quarterly payment plan, while Pipeline franchise fees are collected twice a year. This category also includes the Commercial Refuse Hauler, or Trash Hauler Franchise Fees, The Mid-Year totals are on par with projections. Staff will continue to monitor additional franchise payments to determine any further adjustments during the 3rd Quarter Fiscal Report.

Investments & Income Staff is not recommending any changes to this group as revenues are in line with projections.

Overhead/Transfers In are revenues provided by other funds to offset costs in the General Fund. These charges are done via journal entry and trued up at the end of the year. No changes are recommended for this category at this time.

General Fund Expenditure Analysis:

The General Fund expenditures budget is currently at \$21.8 million and reflects the budget originally adopted and additional appropriations approved by Council through December 2024 (not including carryovers).

All departments are currently below the expected target of their overall allocated budgets as of February 23, 2026 primarily due to ongoing staffing vacancies throughout the City. Staff is not recommending any changes related to those potential salary savings at this time, however a reallocation and use of unbudgeted revenues is being requested, as noted below.

- Reallocating salary savings from staffing vacancies in the Police Department to overhire for one Officer position. Council has previously authorized the City Manager to overhire in the event of an anticipated departure, which the City is currently doing, but there is a request to overhire one additional position that is outside of the scope of that authority, as we are not currently aware of additional departures. While there is a potential for this position to exceed the budgeted positions on a longer term basis and into the second year of the two year budget, this overhire is not intended to be a permanent increase to sworn personnel.
- There is a need for a **\$60,000 increase in legal fees** related to the financial and regulatory review of the Athens Franchise Fees.
- \$40,000 is needed in legal costs related to the recent mobile home rent review cases. This will appear as a budget increase to the Mobile Home Fund, but due to the inability for that fund to cover those expenses, the General Fund will need to transfer funds to the Mobile Home Fund at the end of the year.
- Increased costs to the supplies and labor related to the work being done around City Hall

which requires an increased budget to the following line items:

- \$12,500 to Professional Services
- \$12,500 to Salaries-Overtime in divisions 1531 and 1532
- \$10,000 to Supplies
- Increase of \$6,500 to special events due to rising costs and this line item trending above budgeted amounts.
- An increase of \$40,000 for supplies in our Fleet Division due to heightened activity, rising costs of supplies and auto parts, and the re-introduction of a few older police vehicles back into active use.
- PBID has approved funding for City Corp staff time and supplies. A matching revenue and expense increase totaling \$21,805 is requested for the General Fund - Recreation.

Lastly, while Council authorized staff during the budget process to increase the salary chart in accordance with any minimum wage increases as dictated by the state, we are including those increases as a request in this report for transparency purposes. Minimum wage positions will increase from \$16.50 to \$16.90 effective the first fill pay period in January. Recreation Leaders II will increase to 5% above the new minimum wage, as previously directed by Council, from \$17.33 to \$17.75 (Rec Leaders I and II have Step 1 rates noted, however Steps 2-5 will be 5% above that).

Attached for your review is the Purchase Order Activity Report, which has been provided on a quarterly basis to improve transparency, along with a detailed check register, to communicate to the public Council items not brought before the City Council for approval.

CAPITAL IMPROVEMENT PROGRAM AND OTHER FUNDS:

On a budget basis, the various grant type funds are balanced with revenues matching expenditures. However, on an actual basis, funds are reimbursed after they are expended. The reimbursement requests for grant expenditures are submitted in a timely manner either on a monthly or quarterly basis by the staff responsible for the project reimbursements. Any negative balances are the result of timing of revenues. Revenue projections are reviewed on a quarterly basis and recommended adjustments are made when necessary.

- \$160,000 is needed to cover maintenance expenses at East Area 1 out of the CFD fund.
- As noted above, a \$40,000 increase to Mobile Home Fund's (201) legal budget is required.
- The County had granted an additional \$25,000 in funding for the Senior Nutrition program and as such an increase to both revenues and expenses is needed in the AAA Fund (405).
- A settlement agreement has been reached in the Malzacher vs City of Santa Paula case and a payment of \$162,500 out of the Sewer Fund (610) is required.
- A budget of \$875,000 was originally adopted for the Water Replenishment Charge paid to United Water for pumping water out of our wells. It is anticipated that, based on historical usage, it may end up closer to \$900,000, exceeding the current budget by \$25,000. Staff is requesting an additional \$100,000 for this charge, to cover both the anticipated overage, as well as any increased water usage due to the new homes being occupied.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however it is important to communicate the City's fiscal status to the Council and the public to maintain operational excellence.

FISCAL IMPACTS:

Council is asked to authorize an overhire outside of the scope of the City Manager's authority, with no fiscal impact to the General Fund as it will be utilizing salary savings from staff vacancies.

Account	Description	Increase	Decrease
100-4-7500-5099	Property Tax in Lieu of MVLF	\$ 139,789	
100-5-1531-209	Professional Services	\$12,500	
100-5-1531/2-XXX	Various Salary Related	\$12,500	
100-5-1502-123	Supplies	\$10,000	
100-5-1502-156	Special Events	\$ 6,500	
702-5-5041-304	Fleet Services Parts & Supplies	\$40,000*	
115-4-1500-5460	Donations	\$21,805.60	
115-5-1502-XXX	Various Salary Related (PT)	\$17,305.60	
115-5-1502-123	Supplies	\$4,500	
504-5-6002-202	Professional Services Landscaping	\$160,000	
201-5-0509-203	Professional Services - Legal	\$40,000	
405-4-1500-4263	Grant Funding	\$25,000	
405-5-1502-209	Professional Services	\$25,000	
610-5-7501-199	Miscellaneous Expenses	\$162,500	
620-5-5073-516	Water Replenishment Charge	\$100,000	

* The increased budget allocation for fleet services expenses is funded by other divisions and funds. Staff will include a redline revision to this report at the Council meeting to reflect the necessary adjustments to those funds and accounts. This will decrease the surplus General Fund fiscal impact noted above as well as utilizing existing fund balance in others, such as Water and Sewer funds. These changes will have a net positive impact to the General Funds by \$58,289, of which \$40,000 will be needed at the end of the year to cover the budget requested in the Mobile Home fund (201). The changes recommended to the CFD, Sewer and Water funds (504, 610 and 620 respectively) will all utilize existing fund balance. There will be no fiscal impact to the Area on Aging Agency Fund (405).

The changes related to the Hourly rate increases for part timers to comply with minimum wage increases will not have an impact on the budget.

OPTIONS:

1. The Council may reject staff's recommendations and provide additional guidance on reserve transfers and budget allocations.

ATTACHMENTS:

[Purchase Order Activity Report.pdf](#)



Purchase Order Activity Report

Purchase Order Summary

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 015633		Vendor Name: M6 CONSULTING, INC.		
Purchase Order: 26-03003				
11/13/2025	Issued		417,400.00	417400.00
11/18/2025	Invoiced	4660	(26,446.00)	390954.00
11/18/2025	Invoiced	4693	(29,620.80)	361333.20
11/18/2025	Invoiced	4661	(27,556.40)	333776.80
12/11/2025	Invoiced	4752	(27,556.40)	306220.40
1/22/2026	Invoiced	4904	(35,005.14)	271215.26
Vendor Number: 010595		Vendor Name: J & H ENGINEERING GENERAL CONTRACTOR, INC		
Purchase Order: 26-03120				
10/7/2025	Issued		1,363,712.00	1363712.00
2/5/2026	Invoiced	#4305	(784,951.40)	578760.60
2/5/2026	Invoiced	#4324	(197,434.10)	381326.50
Vendor Number: 015505		Vendor Name: TRIPEPI, SMITH AND ASSOCIATES, INC.		
Purchase Order: 26-03470				
10/1/2025	Issued		46,000.00	46000.00
10/16/2025	Invoiced	15602	(6,475.00)	39525.00
10/16/2025	Invoiced	15601	(6,825.00)	32700.00
Vendor Number: 010791		Vendor Name: SOFT CHOICE CORPORATION		
Purchase Order: 26-03471				
10/1/2025	Issued		34,315.49	34315.49
10/16/2025	Invoiced	91711273	(34,315.49)	0.00
Vendor Number: 016846		Vendor Name: YOUNG STERLING CONSULTING LLC		
Purchase Order: 26-03472				
10/2/2025	Issued		21,500.00	21500.00
10/16/2025	Invoiced	000810	(5,000.00)	16500.00
2/5/2026	Invoiced	000835	(10,000.00)	6500.00
Vendor Number: 015439		Vendor Name: VALU GROUP ENTERPRISES, INC.		
Purchase Order: 26-03473				
10/6/2025	Issued		2,880.00	2880.00
10/30/2025	Invoiced	2156	(1,920.00)	960.00
11/25/2025	Invoiced	2159	(960.00)	0.00
Vendor Number: 016848		Vendor Name: CXT INC.		
Purchase Order: 26-03475				
10/8/2025	Issued		282,121.40	282121.40
Vendor Number: 016683		Vendor Name: DON JAVI'S TREE SERVICE IN		
Purchase Order: 26-03476				
10/9/2025	Issued		32,250.00	32250.00
12/23/2025	Invoiced	INV340	(32,250.00)	0.00

Purchase Order Activity Report

Issued Date Range 10/01/2025 - 12/31/2025

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 015876		Vendor Name: MOHAWK LIFTS LLC		
Purchase Order: 26-03479				
10/14/2025	Issued		23,061.27	23061.27
11/13/2025	Invoiced	71128	(23,061.26)	0.01
Vendor Number: 016389		Vendor Name: TINY MOBILE ROBOTS US LLC		
Purchase Order: 26-03481				
10/15/2025	Issued		23,750.00	23750.00
11/5/2025	Changed		2,012.81	25762.81
11/13/2025	Invoiced	6309	(25,762.81)	0.00
Vendor Number: 012191		Vendor Name: DATAPROSE, LLC		
Purchase Order: 26-03482				
10/15/2025	Issued		11,855.11	11855.11
10/30/2025	Invoiced	DP2504333	(11,855.11)	0.00
Vendor Number: 013911		Vendor Name: MICHAEL K. NUNLEY & ASSOCIATES, INC.		
Purchase Order: 26-03485				
10/23/2025	Issued		3,237.25	3237.25
10/23/2025	Invoiced	1788 26-03485	(3,237.25)	0.00
Vendor Number: 011094		Vendor Name: BRAGG INVESTMENT COMPANY, INC.		
Purchase Order: 26-03487				
10/29/2025	Issued		36,962.55	36962.55
11/25/2025	Invoiced	1295450	(36,962.55)	0.00
Vendor Number: 013039		Vendor Name: GRANICUS, INC.		
Purchase Order: 26-03488				
11/3/2025	Issued		28,872.00	28872.00
11/13/2025	Invoiced	216433	(28,872.00)	0.00
Vendor Number: 016034		Vendor Name: SPIRIT OF SANTA PAULA		
Purchase Order: 26-03489				
11/6/2025	Issued		113,171.16	113171.16
11/6/2025	Invoiced	JUL-SEP 2025	(113,171.16)	0.00
Vendor Number: 015318		Vendor Name: BADGER METER		
Purchase Order: 26-03491				
11/6/2025	Issued		5,409.68	5409.68
11/13/2025	Invoiced	80201368	(5,409.68)	0.00
Vendor Number: 015514		Vendor Name: CRAFTCO, INC.		
Purchase Order: 26-03492				
11/12/2025	Issued		83,158.38	83158.38
2/19/2026	Invoiced	9403614528	(19,288.10)	63870.28
2/19/2026	Invoiced	9403642285	(63,870.28)	0.00
Vendor Number: 015514		Vendor Name: CRAFTCO, INC.		
Purchase Order: 26-03493				
11/12/2025	Issued		79,497.13	79497.13
Vendor Number: 016145		Vendor Name: MARK43, INC.		
Purchase Order: 26-03494				
11/7/2025	Issued		80,142.00	80142.00
11/13/2025	Invoiced	INV1401	(80,142.00)	0.00

Purchase Order Activity Report

Issued Date Range 10/01/2025 - 12/31/2025

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 015972		Vendor Name: FOUR STAR INVESTIGATIONS, LLC		
Purchase Order: 26-03495				
11/13/2025	Issued		5,821.30	5821.30
11/13/2025	Invoiced	#25-002	(5,821.30)	0.00
Vendor Number: 014968		Vendor Name: WILLDAN FINANCIAL SERVICES		
Purchase Order: 26-03496				
11/17/2025	Issued		8,206.87	8206.87
11/25/2025	Invoiced	010-63874	(8,206.87)	0.00
Vendor Number: 010406		Vendor Name: FERGUSON WATERWORKS #1084		
Purchase Order: 26-03497				
11/18/2025	Issued		19,883.87	19883.87
2/19/2026	Invoiced	0065526	(19,883.88)	-0.01
Vendor Number: 010828		Vendor Name: SWRCB ACCOUNTING OFFICE		
Purchase Order: 26-03498				
11/24/2025	Issued		18,196.00	18196.00
11/25/2025	Invoiced	SW-0322759	(18,196.00)	0.00
Vendor Number: 015884		Vendor Name: NATIONAL AUTO FLEET GROUP		
Purchase Order: 26-03499				
11/24/2025	Issued		136,922.30	136922.30
Vendor Number: 016867		Vendor Name: TERMINIX INTERNATIONAL COMPANY LIMITED PARTI		
Purchase Order: 26-03500				
11/24/2025	Issued		6,211.56	6211.56
Vendor Number: 016692		Vendor Name: WRIGHT, NICOLE		
Purchase Order: 26-03501				
11/25/2025	Issued		13,125.00	13125.00
11/25/2025	Invoiced	1073	(13,125.00)	0.00
Vendor Number: 016456		Vendor Name: JS&S (WATER HOLDINGS) INC.		
Purchase Order: 26-03503				
12/2/2025	Issued		27,540.00	27540.00
Vendor Number: 016906		Vendor Name: GOVWELL TECHNOLOGIES INC.		
Purchase Order: 26-03504				
12/4/2025	Issued		40,000.00	40000.00
12/11/2025	Invoiced	1055	(40,000.00)	0.00
Vendor Number: 010828		Vendor Name: SWRCB ACCOUNTING OFFICE		
Purchase Order: 26-03505				
12/5/2025	Issued		56,915.00	56915.00
12/11/2025	Invoiced	WD-0305048	(56,915.00)	0.00
Vendor Number: 012191		Vendor Name: DATAPROSE, LLC		
Purchase Order: 26-03506				
12/8/2025	Issued		17,801.61	17801.61
12/11/2025	Invoiced	DP2505463	(11,873.21)	5928.40
12/11/2025	Invoiced	DP2506051	(5,928.40)	0.00

Purchase Order Activity Report

Issued Date Range 10/01/2025 - 12/31/2025

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 011341		Vendor Name: CALIFORNIA JPIA		
Purchase Order: 26-03507				
12/8/2025	Issued		5,464.00	5464.00
12/11/2025	Invoiced	POLLU-00079	(5,464.00)	0.00
Vendor Number: 014639		Vendor Name: GOLD COAST ENVIRONMENTAL		
Purchase Order: 26-03508				
12/9/2025	Issued		2,607.01	2607.01
Vendor Number: 016692		Vendor Name: WRIGHT, NICOLE		
Purchase Order: 26-03509				
12/9/2025	Issued		29,820.00	29820.00
12/11/2025	Invoiced	1072	(29,820.00)	0.00
Vendor Number: 016921		Vendor Name: FIRST AMERICAN TITLE		
Purchase Order: 26-03510				
12/10/2025	Issued		600,000.00	600000.00
12/10/2025	Invoiced	12/10/25	(600,000.00)	0.00
Vendor Number: 016922		Vendor Name: SANTA PAULA ARTE & CULTURA COLLECTIVE		
Purchase Order: 26-03511				
12/11/2025	Issued		10,000.00	10000.00
12/11/2025	Invoiced	12/11/25	(10,000.00)	0.00
Vendor Number: 016923		Vendor Name: 4AP HOLDINGS INC.		
Purchase Order: 26-03512				
12/11/2025	Issued		171.34	171.34
Vendor Number: 010799		Vendor Name: SPARLING INSTRUMENTS, INC.		
Purchase Order: 26-03513				
12/15/2025	Issued		1,300.00	1300.00
1/22/2026	Invoiced	11178301	(1,300.00)	0.00
Vendor Number: 010685		Vendor Name: SANTA PAULA BASIN PUMPER ASSOC		
Purchase Order: 26-03514				
12/17/2025	Issued		5,716.00	5716.00
12/23/2025	Invoiced	2025-114	(5,716.00)	0.00

Purchase Order Activity Report

Issued Date Range 10/01/2025 - 12/31/2025

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 012750		Vendor Name: JORDANO'S INC. AND SUBSIDIARIES		
Purchase Order: 26-03515				
12/18/2025	Issued		21,000.00	21000.00
1/22/2026	Invoiced	7317033	(209.05)	20790.95
1/22/2026	Invoiced	7297806	(903.29)	19887.66
1/22/2026	Invoiced	7304667	(632.79)	19254.87
1/22/2026	Invoiced	7301198	(451.48)	18803.39
1/22/2026	Invoiced	7307962	(669.42)	18133.97
1/22/2026	Invoiced	7317032	(461.33)	17672.64
2/5/2026	Invoiced	7327195	(1,001.30)	16671.34
2/5/2026	Invoiced	7320399	(462.71)	16208.63
2/5/2026	Invoiced	7323857	(897.65)	15310.98
2/5/2026	Invoiced	7215145	(343.67)	14967.31
2/5/2026	Invoiced	7229277	(500.47)	14466.84
2/5/2026	Invoiced	7225729	(666.36)	13800.48
2/5/2026	Invoiced	7222515	(549.51)	13250.97
2/19/2026	Invoiced	7333908	(904.23)	12346.74
2/19/2026	Invoiced	7330601	(940.55)	11406.19
Vendor Number: 010689		Vendor Name: SANTA PAULA CHAMBER OF COMMERCE		
Purchase Order: 26-03516				
12/19/2025	Issued		50,000.00	50000.00
12/23/2025	Invoiced	12/16/25	(50,000.00)	0.00
Vendor Number: 013156		Vendor Name: COAST CART, INC.		
Purchase Order: 26-03517				
12/19/2025	Issued		17,500.00	17500.00
Vendor Number: 010395		Vendor Name: FAMCON PIPE & SUPPLY, INC.		
Purchase Order: 26-03518				
12/19/2025	Issued		8,233.08	8233.08
Vendor Number: 013975		Vendor Name: DODOS DESIGN - GARCIA, DAVID		
Purchase Order: 26-03520				
12/22/2025	Issued		8,591.27	8591.27
1/22/2026	Invoiced	12690	(8,591.27)	0.00
Vendor Number: 014968		Vendor Name: WILLDAN FINANCIAL SERVICES		
Purchase Order: 26-03540				
12/10/2025	Issued		26,500.00	26500.00
1/22/2026	Invoiced	010-64817	(15,750.00)	10750.00
Vendor Number: 015001		Vendor Name: SYNAGRO-WWT, INC.		
Purchase Order: 26-1003-2025				
10/28/2025	Issued		251,493.87	251493.87
10/30/2025	Invoiced	61099	(23,204.56)	228289.31
10/30/2025	Invoiced	61996	(24,221.42)	204067.89
11/25/2025	Invoiced	62539	(25,329.20)	178738.69
12/23/2025	Invoiced	63550	(21,652.56)	157086.13
2/19/2026	Invoiced	64415	(18,580.47)	138505.66

Purchase Order Activity Report

Issued Date Range 10/01/2025 - 12/31/2025

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 015593		Vendor Name: CANNON CORPORATION		
Purchase Order: 26-1011-2023				
10/13/2025	Issued		35,000.00	35000.00
10/15/2025	Changed		5,000.00	40000.00
1/22/2026	Invoiced	93804	(2,067.00)	37933.00
Vendor Number: 013911		Vendor Name: MICHAEL K. NUNLEY & ASSOCIATES, INC.		
Purchase Order: 26-1028-2025				
12/22/2025	Issued		2,237,817.00	2237817.00
12/22/2025	Changed		0.00	2237817.00
12/23/2025	Invoiced	2086 26-1028-2025	(8,874.75)	2228942.25
2/5/2026	Invoiced	2418 26-1028-2025	(5,615.50)	2223326.75
Vendor Number: 012696		Vendor Name: TORO ENTERPRISES, INC.		
Purchase Order: 26-1049-2025				
10/13/2025	Issued		873,679.00	873679.00
2/5/2026	Invoiced	1 12/31/25	(542,807.10)	330871.90
Vendor Number: 016863		Vendor Name: OAKRIDGE LANDSCAPE, INC.		
Purchase Order: 26-1052-2025				
10/16/2025	Issued		108,599.20	108599.20
12/23/2025	Invoiced	116651	(13,074.90)	95524.30
1/22/2026	Invoiced	117281	(13,074.90)	82449.40
Vendor Number: 010689		Vendor Name: SANTA PAULA CHAMBER OF COMMERCE		
Purchase Order: 26-1059-2025				
12/8/2025	Issued		30,000.00	30000.00
12/23/2025	Invoiced	12/9/25	(20,000.00)	10000.00
Vendor Number: 016875		Vendor Name: TETRA TECH, INC.		
Purchase Order: 26-1060-2025				
11/25/2025	Issued		20,000.00	20000.00
1/22/2026	Invoiced	52528361	(20,000.00)	0.00
Vendor Number: 014686		Vendor Name: HASA, INC.		
Purchase Order: 26-1061-2025				
12/10/2025	Issued		5,047.41	5047.41
12/10/2025	Changed		20,599.59	25647.00
1/22/2026	Invoiced	1084771	(6,899.39)	18747.61
1/22/2026	Invoiced	1084772	(1,730.45)	17017.16
1/22/2026	Invoiced	1091725	(3,211.71)	13805.45
1/22/2026	Invoiced	1091726	(1,401.66)	12403.79
2/19/2026	Invoiced	1098173	(1,297.84)	11105.95
2/19/2026	Invoiced	1098171	(3,945.42)	7160.53
2/19/2026	Invoiced	1098169	(467.22)	6693.31

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: March 4, 2026

Agenda Item: 11.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:

[03.18.2026_Future_Agenda_Items_lm.pdf](#)



Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting March 18th - 6:30pm	
PD	Police Department Report	
Finance	Unclaimed Funds	
Admin	Mobile Home Rent Control Regular Ordinance 1353 2 nd reading	
Admin	Art Collective – Utility Boxes Art Project	
	Special Meeting April 1st - 4:30	
	Study Session: Fagan Barranca Conceptual Plan	
	Regular Meeting April 1st - 6:30pm	
Fire	Ventura County Fire Department Report	
Admin	National Fair Housing Month - Proclamation	
CDD	Athens Rate Adjustment Request	
CDD	REC License Agreement	
P&R	SP Historical Society St. Francis Dam Project	
P&R	Youth Sports Agreement with SPUSD	
Admin	Discussion on Cannabis Ballot Measure	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	2 nd Qtr.
Finance	Development Impact Fees (DIF)*	1 st Qtr.
Admin	Municipal Code Update – Joint with Planning Commission*	Ongoing
CDD	Use of Triangle Property on Housing	TBD
CDD	Mobile Home Rent Control Ordinance Workshop	March
PD & Legal	Electric Bike/Scooter Ordinance Options	2 nd Qtr.
	FUTURE AGENDA ITEMS	
PW	EV Fast Charger Installation & Maintenance Agreement	TBD
CDD	Central Business District Live Entertainment Ord 1339	TBD
Legal	Fire MOU Amendment for Station 26	TBD
CDD	Downtown Vacancies Ordinance	1 st Qtr.
CDD	Downtown Parking Inventory and Options*	TBD
PW	Water & Sewer Rate Study	2 nd Qtr.
CDD	Gateway Shopping Center CUP	2 nd Qtr.
CDD	Remnant Parcel Annexation	2 nd Qtr.
Admin	Grant Application Status Report	2 nd Qtr.

Activities associated with the Council's Strategic Plan*