

City of Santa Paula

City Council

MAYOR JENNY CROSSWHITE
VICE MAYOR ANDY SOBEL
COUNCILMEMBER RICHARD ARAIZA
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER LESLIE CORNEJO



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, OCTOBER 5, 2022

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, INTERIM CITY ATTORNEY

BRINGING ITEMS BEFORE THE CITY COUNCIL

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

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

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

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

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

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting.*

Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.

*In compliance with the **Americans with Disabilities Act**, if you need special assistance to*

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

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. PRESENTATIONS

5.A CITY MANAGER'S DEPARTMENT REPORT **RECOMMENDATION:**

Staff recommends that the City Council:

1. Receive and file Report for City Manager's Department for February - August 2022.

6. PUBLIC COMMENT

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

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 **EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB361**

RECOMMENDATION:

Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB361.

9.B **APPROVAL OF MINUTES**

RECOMMENDATION:

Staff recommends Council approve the following minutes:

1. City Council Closed Session - August 17, 2022
2. City Council Regular Meeting - August 17, 2022
3. City Council Special Meeting - August 29, 2022
4. City Council Special Meeting - September 21, 2022
5. City Council Closed Session - September 21, 2022
6. City Council Regular Meeting - September 21, 2022
7. City Council Special Meeting - September 28, 2022

9.C **PURCHASE OF PRE-FABRICATED RESTROOM FOR TEAGUE PARK**

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to purchase (1) New Santiago model restroom for Teague Park in the amount of \$142,302.23 from CXT Precast Concrete Products.

9.D **EJS CONSTRUCTION INC. AGREEMENT FOR BOYS & GIRLS CLUB RESTROOM PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with EJS Construction Inc. for the repairs and improvement to the Boys & Girls Club restrooms for an amount not to exceed \$273,919.58 in a form approved by the City Attorney.

9.E **TRAFFIC SIGNAL MAINTENANCE WORK ORDER FOR YUNEX, LLC**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Maintenance Work Order #43A to the Traffic Signal Maintenance contract with Yunex, LLC for the maintenance and repair of City traffic signals.

10. ACTION ITEMS

10.A **2021-2023 CITY COUNCIL STRATEGIC PLAN PROGRESS REPORT**

RECOMMENDATION:

Staff recommends City Council:

1. Receive a progress report on the Council's Strategic Plan and direct staff to take additional or related action that may be desirable.

11. ITEMS FOR FUTURE AGENDAS

11.A 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

From: Dan Singer, City Manager

Subject: CITY MANAGER'S DEPARTMENT REPORT

Date: October 5, 2022

Agenda Item: 5.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file Report for City Manager's Department for February - August 2022.

BACKGROUND:

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[QUARTERLY REPORT - February, March, April, May, June, July & August 2022.docx](#)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: City Manager's Department Quarterly Report

Date: September 29, 2022

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file Quarterly Report for City Manager's Department for February – August 2022.

Presented by: Dan Singer, City Manager

City Manager

- Continued discussions related to Diversity, Equity & Inclusion (DEI) with the Council's sub-committee.
- Conducted a culture-based assessment of the organization and held a management retreat to review successes and opportunities.
- Began efforts for the Districting process moving the City from at-large general elections to by-district elections.

Management Analyst

Administrative

- Oversight, tracking and execution of objectives in Council's 2-Year Strategic Plan.
- Led renewal efforts related to the Property Business Improvement District (PBID) for a term of five years to effectuate beautification and improvements to the downtown corridor.
- Held meetings in partnership with Community/Economic Development and community-based partners to work towards creation of a Cultural Arts Council.
- Continued to work with the Chamber of Commerce and Enriched Farms to come up with programs and events to drive attendance to the Certified Farmer's Market.
- Collaborated with the Santa Paula Police Department and Ventura Regional Fire Safe Council to develop a Community Wildfire Protection Plan (CWPP).
- Launched and hosted three local business roundtable discussions thus far in

partnership with Community/Economic Development as part of Council's 2-Year Strategic Plan.

- Assisted the Parks & Recreation department with requests for parade sponsorship waivers for the Labor Day and Holiday Parade and efforts related to Cruise Night events.
- Continue to assist with efforts related to the City joining the Clean Power Alliance (CPA).

Management Fellow

- Performed research and analysis on moving Council's Strategic Plan objectives forward.
- Facilitated an ad-hoc Broadband Committee meeting with local service provider Frontier.
- Implemented a new and improved Military Banner Program to celebrate military personnel in the community.
- Continued work on the Welcome Guide/Kit for new Santa Paula residents.
- Implemented a new business recognition program for businesses holding grand opening events in Santa Paula.
- Enhanced several sections of the City website making it easier to find information and navigate.

Grants

- Applied for a Californians for All Youth Workforce Development Grant project in the amount of \$1.5 million dollars.
- Applied for an Urban Greening Grant from the CA Parks & Recreation agency in the amount of \$6.9 million dollars.
- Applied for two Active Transportation Plan (ATP) Grants in the amounts of \$262,800 and \$190,300 for crosswalk safety improvement program funding and a bike trail pathway project.
- Applied for an Edward Byrne JAG/BJA grant in the amount of \$846,920.
- Continued work in partnership with the Finance Dept. related to the ARPA Nonprofit Emergency Relief Fund Grant application process.

Legislative Affairs

- In partnership with the Finance Department, continued to provide oversight and assistance related to the American Rescue Plan Act (ARPA) funding including project and program funding related to the first and second tranche.
- Worked with Merchant McIntyre to obtain potentially up to \$2 million dollars in Federal earmarks for the Harvard Blvd. Water/Sewer & Pavement project.
- Organized a meeting with Assemblymember Bennett's office and California Senator Limon's office which included the Mayor, Vice Mayor and City Manager to discuss Santa Paula's needs for support.

Public Information

- Continued growth of City's Social Media presence and provided continued public

information outreach through multiple channels such as the monthly video newsletter.

- Continued communications through the City Internal Bulletin “The SP Insider”, monthly City videos, Channel 10 content, Take 5 Newsletter, social media and press releases.
- Assisted the Public Works Water Division with video outreach efforts related to lead and copper water sample testing.
- Assisted the Public Works Water Division with materials, outreach and communications related to the 2022 Annual Water Quality Report.
- Created the City presentation for the 2022 State of the City and assisted in the facilitation of the presentation at the annual Chamber Awards and Rotary Club.
- Hosted a social media roundtable meeting to engage our local social media groups to find better ways to provide residents additional information.
- Continue to assist the Public Works department with outreach and communications for the Harvard Blvd. Water/Sewer & Pavement Project.
- Assisted Public Works with outreach efforts related to the Athens agreement.

Human Resources Department

- Provided the following regulatory and professional enrichment trainings to City employees: Forklift & Aerial Lift Operator, Backhoe Operator, Mandated Reporter, CPR/Fist Aid, Traffic Control and Flagging Safety, HAZWOPER, and Workplace Sexual Harassment and Discrimination Prevention.
- Successfully recruited and hired:

Finance: Accounting Specialist (1)

Parks & Recreation: Administrative Assistant (1); Recreation Program Coordinator (1); City Corps Leader Trainee PT (5); Facility Attendant PT (5); Park & Abatement Specialist PT (4); Seasonal Summer Camp Recreation Leaders (40)

Police: Police Officers (2); Police Cadet PT (1)

- Hosted Hawaiian Kona Ice Employee Appreciation Event through the Quality Improvement Committee.
- Recognized and celebrated the 2022 Employee of the 1st and 2nd Quarter through the Quality Improvement Committee.

Information and Technology Department

- 100% completion of PD encryption radio upgrade
- Switched City over to a new phone system and finalizing configuration changes

- Currently installing backup fiber internet circuits for City Hall and 911
- Currently installing rooftop antenna equipment for Emergency Operation Center communication equipment

City Clerk's Office

- Built Planning Commission templates into the new Granicus Agenda Management software for the phasing out of old software. Planning staff have been trained on the use of the new software and are now running all Planning Commission meetings in Granicus Agenda Management software. The plan is continuing to work toward Parks & Recreation meetings built into the new software
- Processed 25 City Council agendas and minutes
- Attended 7 Bid Openings
- Processed Commission/Committee/Board applications, interviews, and oaths for One Mobile Home Rent Review Commission; Two Planning Commission; Two Parks and Recreation Commission; Four Santa Paula Housing Authority; Two Measure T Oversight Committee; and Three Design Assistance/Historic Preservation Committee
- Continue to advertise and accept applications for Commissions, Committees, and Boards
- Processed the Annual Fair Political Practice Commission Form 700's
- Began the Election process for the November 2022 Elections. Received five qualified nomination papers, filing for City Council, bringing the qualified candidate list to five for three openings
- Processed Property Business District (PBID) Ballots
- Processed 135 Public Records Requests
- Processed and Posted 14 Notice of Publications

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION,
COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS
PURSUANT TO AB361

Date: October 5, 2022

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Extend Approval to hold Virtual City Council, Commission, Board, and other City Bodies Meetings Pursuant to AB361.

BACKGROUND:

With the expiration of the Governor's Executive Order, the Governor signed into law Assembly Bill 361. Effective October 1, 2021, AB 361 allows local governments to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings.

On October 6, 2021, the Council unanimously voted to continue virtual City Council meetings under AB 361 by adopting Resolution No. 7369. In November, however, the Council returned to in-person meetings and allowed Resolution No. 7369 to lapse.

On January 19, 2022, the Council again unanimously voted to continue virtual City Council, Commission, Board, and other City Bodies meeting under AB 361 by adopting Resolution No. 7384.

In order to extend the ability to hold virtual City Council, Commission, Board, and other City Bodies Meetings pursuant to AB 361, the City Council must make the findings and determinations under AB 361 to again allow the Council to meet virtually.

ANALYSIS:

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends the City Council by motion reconfirm the findings and determinations made in Resolution No. 7384 so that the City Council may continue to meet virtually under AB 361.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

There is no fiscal impact associated with this item.

OPTIONS:

1. Approve staff recommendations; or
2. Without a majority vote of the City Council every 30 days, to extend the time, Resolution No. 7384 approving virtual meetings pursuant to AB 361 would lapse, requiring Council to hold in-person meetings until extended by a majority vote.

ATTACHMENTS:



**CITY OF SANTA PAULA
City Council Closed Session Meeting
August 17, 2022, 5:00 PM
MINUTES**

CLOSED SESSION - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 5:00 pm

2) ROLL CALL

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

3) PUBLIC COMMENTS

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code §54956.9(d)(2) - February 11, 2022,
Letter from attorney Jason Dominguez concerning the California Voting
Rights Act.

4.B) CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6, Unrepresented employee:
City Manager

5) CLOSED SESSION REPORT

Council met in Closed Session on items 4.A and 4.B. Council was not able to complete both items before the start of the City Council Regular meeting at 6:30 p.m. Therefore, Council continued Closed Session at the end of the Regular City Council meeting.

6) ADJOURNMENT

Mayor Crosswhite continued the meeting to the Regular City Council meeting at 6:30 p.m.

Council reconvened back in closed session at the end of the Regular meeting.
Closed session was fully adjourned with no reportable action.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
August 17, 2022, 6:30 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:30 p.m.

2) INVOCATION

Rev. Betty Stapleford provided the Invocation.

3) FLAG SALUTE

Councilmember Juarez led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

Interim City Attorney Monica Castillo reported that Council met earlier today in Closed Session on the following:

4.A) CONFERENCE WITH LEGAL COUNCIL - ANTICIPATED LITIGATION - Pursuant to Government Code §54956.9(d)(2), Letter from attorney Jason Dominguez concerning the California Voting Rights Act; and

4.B) CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code §54957.6, Unrepresented employee: City Manager.

Council was not able to complete both items before the start of the City Council Regular meeting at 6:30 p.m. Therefore, Council will continue Closed Session at the end of this meeting.

6) PRESENTATIONS

6.A) PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Parks & Recreation Director Greg Barnes presented the Parks & Recreation Department's Activity Report for the period of April 1, 2022 to July 31, 2022, and introduced the newest employees of the Parks & Recreation Department, Nina Unzueta and Andres Rico.

7) PUBLIC COMMENT

Audrey Vincent was called to speak, awarding several students for the poster contest on the Labor Day Parade.

8) CITY COUNCIL REPORTS

Councilmember Juarez:
Attended the Senior Advisory Committee meeting; and Ventura County Fair.

Councilmember Araiza:
Attended the August Birthday celebration.

Councilmember Cornejo:
Attended the Harding Park Commission meeting; and Ventura County Fair.

Vice Mayor Sobel:
Spoke of the loss of Supervisor Carmen Ramirez; and Early Childhood Program.

Mayor Crosswhite:
Attended the Quarterly meeting for the one stop; ribbon cutting Vista Royal; August Birthday celebration; and vigil for Supervisor Carmen Ramirez.

9) CITY MANAGER REPORTS

City Manager Dan Singer:
Attended the Ventura County Fair; August Birthday celebration; introduced Miguel Perez, new Americorp Fellow, who spoke of the opportunity and provided his background;

10) CONSENT CALENDAR

10.A) EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB361

10.B) JUNE 2022 WARRANTS AND CERTIFICATIONS

10.C) JULY 2022 WARRANTS AND CERTIFICATIONS

10.D) SECOND READING AND ADOPTION OF ORDINANCE NO. 1319 REGULATING PUBLIC DRINKING AT MILL PARK

10.E) RESPONSE TO GRAND JURY REPORT ENTITLED CYBERSECURITY OF WATER PROVIDERS IN VENTURA COUNTY

10.F) THREE YEAR PROFESSIONAL SERVICES AGREEMENT WITH MKN AND ASSOCIATES

10.G) THREE YEAR PROFESSIONAL SERVICES AGREEMENT WITH GSI WATER SOLUTIONS, INC.

10.H) RESOLUTION 7417 AUTHORIZING THE ADOPTION OF THE VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Motion: Approve 10) CONSENT CALENDAR

Moved by Carlos Juarez, seconded by Andy Sobel

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

11) **PUBLIC HEARING**

11.A) SECOND PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE CREATION OF A DISTRICT-BASED ELECTION SYSTEM

This item was presented by Management Analyst Jonathan Royas.

Dr. Daniel Phillips with NDC presented information on district-based election system, encouraging the public to share their thoughts by going to the city website DrawSantaPaula.org, or email Districting@SPCity.org.

Mayor Crosswhite opened the public hearing.

Laura Espinosa was called to speak requesting the process to be completed by the Holiday's.

Angel Castanun was called to speak on behalf of Kate English in support of district-based election.

Cynthia Salas was called to speak in support of district-based election. Would like this complete before the Holiday Season.

Ana Rosa Rizo-Centino was called to speak requesting completed by November 16th.

Nidia Bello was called to speak in support of district-based election and requesting completed by November 16th, and Holiday Season.

Pedro Chavez was called to speak in support of the district-based election, and educating on elections to the community.

Matthew Ramirez was called to speak in support of district-based election, spoke of how the maps online could be better presented.

Guadalupe Gurdian was called to speak in support of district-based election, and would like complete process by November 16, 2022.

Manuel Minjares was called to speak on helpful support with hybrid meetings, translation, and condense some of the dates.

Victor Espinosa was called to speak agreeing with everything everyone else said.

Mayor Crosswhite closed the public hearing.

The meeting went into Recess.

Meeting Reconvened.

12) ACTION ITEMS

12.A) CALIFORNIA CONSULTING GRANT WRITING SERVICES

Jonathan Royas, Management Analyst presented this item.
Steve Samuelian and Michelle Ferguson with California Consulting provided a presentation on Grants for the City of Santa Paula.

Motion: Approve Resolution 7418 amending the City's Operating and CIP budget for FY 22/23, decreasing the ARPA Employee Enhancements allocation by \$42,000 dollars and increasing the ARPA professional services allocation by \$42,000 dollars.

Moved by Andy Sobel, seconded by Leslie Cornejo

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

12.B) CITY COUNCIL TERM LIMITS - LEGAL OVERVIEW AND POLICY OPTIONS

Interim City Attorney Monica Castillo presented City Council Term Limits - Legal Overview and Policy Options.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

14) ADJOURNMENT

Mayor Crosswhite adjourned the meeting in memory of Supervisor Carmen Ramirez. Council returned to Closed Session. Mayor Crosswhite adjourned Closed Session at 10:45 p.m. Interim City Attorney Monica Castillo reported there was no reportable action.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
August 29, 2022, 2:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 2:30 p.m.

2) FLAG SALUTE

Councilmember Araiza led the flag salute.

3) ROLL CALL

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

4) PRESENTATIONS

None.

5) PUBLIC COMMENT

None.

6) CONSENT CALENDAR

None.

7) PUBLIC HEARING

None

8) ACTION ITEMS

8.A) CITYWIDE USER AND DEVELOPMENT IMPACT FEE CONTRACT AWARD

This item was presented by Finance Director Christy Ramirez.

Motion: Approve Contract with Willdan Financial Services to conduct a Comprehensive User Fee Study and Development Impact (DIF) Fee Study.

Authorize an additional \$23,310 in ARPA funding from Tranche 2 for the User Fee and DIF Fee Studies, plus an additional \$10,975 contingent on an amendment to the contract for a Cost Allocation Study.

Moved by Andy Sobel, seconded by Leslie Cornejo

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

8.B) AMERICAN RESCUE PLAN ACT (ARPA) TRANCHE 2 FUNDING

This item was presented by Management Analyst Jonathan Royas.

Councilmember Juarez and Councilmember Araiza recused themselves on item 36, Facade Improvement Program.

Council provided staff with direction to make changes on the Tranche 2 Funding.

Councilmember Juarez and Councilmember Araiza were called back into the Council Chamber. Mayor Crosswhite updated them that the rest of council gave direction to staff to combine item 36 and item 4 banners.

9) CLOSED SESSION

9.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code §54956.9(d)(2) - Number of Potential Cases: 1

9.B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code §54956.9(d)(2) - February 11, 2022, Letter from attorney Jason Dominguez concerning the California Voting Rights Act.

Council convened to Closed Session at 4:35 p.m.

Council concluded Closed Session at 6:00 p.m., reporting there was no reportable action.

10) ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 6:00 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Closed Session Meeting
September 21, 2022, 5:30 PM
MINUTES**

CLOSED SESSION - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 5:30 p.m.

2) ROLL CALL

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

3) PUBLIC COMMENTS

None.

4) CLOSED SESSION

Council moved to closed session at 5:35 p.m.

4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code §54956.9(d)(2) - Number of Potential Cases: 1

4.B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code §54956.9(d)(2) - February 11, 2022, Letter from attorney Jason Dominguez concerning the California Voting Rights Act.

5) CLOSED SESSION REPORT

Council reconvened from closed session at 6:30 p.m.
Interim City Attorney Monica Castillo reported there was no reportable action taken.

6) ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 6:30 pm.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
September 21, 2022, 4:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 4:30 p.m.

2) ROLL CALL

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

3) STUDY SESSION

3.A) OIL MUSEUM LEASE STUDY SESSION

Councilmember Juarez recused himself from this item due to a conflict of interest.

Parks & Recreation Director Greg Barnes presented this item.

Marianne Ratcliff, Vice President of the Santa Paula Historical Society was called to speak in support of a renewed lease and the city partnering with other entities as well.

Anna Cummins was called to speak providing support in the opportunity of opening the Oil Museum.

Justin Campbell with the Oil Museum Foundation was called to speak, explaining they would like to work with all partners.

Mary Ann Krause was called to speak recommending following the same type of long-term lease as used at Rancho Camulos, and providing support of a 15 year lease.

Council provided staff with recommendations to continue to reach out to Chevron to see what options could be used.

4) PUBLIC COMMENT

5) **ADJOURNMENT**

Mayor Crosswhite adjourned the meeting at 5:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
September 21, 2022, 6:30 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:30 p.m.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Cornejo led the flag salute.

4) ROLL CALL

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

5) PRESENTATIONS

5.A) CHILDHOOD CANCER AWARENESS MONTH - PROCLAMATION

Mayor Crosswhite presented Childhood Cancer Awareness Month Proclamation.

Sandra Andrade accepted the proclamation and spoke on childhood cancer.

5.B) POLICE DEPARTMENT REPORT

Commander Allen Macias presented the Police Department Report.

"Happy Retirement" video was provided by the Police Department.

Mayor Crosswhite presented the City of Santa Paula Tile to Commander Macias for his years service.

5.C) COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Community Development Director James Mason provided the Community Development Department report.

6) PUBLIC COMMENT

Erin Kenneally with Ventura County Transportation Commission was called to speak on the Youth Ride Free program.

Aaron Dunkel with Little League was called to speak presenting the City and staff with recognition for their work and support.

Richard Rudman was called to speak on promoting Santa Paula voter registration.

7) CITY COUNCIL REPORTS

Mayor Crosswhite presented a recognition certificate to guests from Dreams 'N Motion delegation from Tunisia Africa, welcoming them to our community.

Councilmember Juarez:

Attended the City Sexual Harassment training; Parks & Recreation Commission; Senior Advisory Committee; Cruise Night; Labor Day Parade; Tractor Fair; Citizens CORP meeting; and ribbon cutting for Superior Market.

Councilmember Araiza:

Attended the Labor Day Parade; Cruise Night; and Farmers Market.

Councilmember Cornejo:

No meetings to report, though had several of one-on-one phone conversations with the community.

Vice Mayor Sobel:

Attended Cruise Night; Farmers Market; Social Justice Committee; Santa Paula Business Roundtable; Southern California Association of Governments; Ventura County Transportation Commission; League of California Cities conference; Library annual art show; met with Senator Limon; Community Districting meeting; Economic Development Collaborative meeting; and Coastal Cleanup.

Mayor Crosswhite:

Attended a Hat Harvest Adhoc at Limoneira; Social Justice Adhoc Committee; Santa Paula Business Roundtable; monthly news letter; Labor Day Parade; ACT core team; Ventura Regional Sanitation District; Ventura Council of Governments; Ventura County Transportation Commission; League of California Cities; September Birthday celebration; Art Society Reception and Art Museum Opening Show; spoke with the woman who is helping to obtain grant for the EV charging stations; attended opening for Superior Grocery; and meeting with Supervisor Limon.

8) CITY MANAGER REPORTS

City Manager Dan Singer:

Attended the grocery store grand opening; League of California Cities;

provided reminder that the public hearing prop 218 on rate increase for Athens is scheduled for Wednesday, September 28, 2022.

9) CONSENT CALENDAR

9.A) EXTEND APPROVAL TO HOLD VIRTUAL CITY COUNCIL, COMMISSION, COMMITTEE, BOARD AND OTHER CITY BODIES, MEETINGS PURSUANT TO AB 361

9.B) AUGUST 2022 WARRANTS AND CERTIFICATIONS

9.C) APPROVAL OF MINUTES

9.D) BIENNIAL REVIEW OF THE CITY OF SANTA PAULA CONFLICT OF INTEREST CODE

Motion: Approve as amended Resolution No. 7419 amending the City of Santa Paula Conflict of Interest Code, with the addition to Exhibit A, List of Designated Positions to include Consultants with a sentence added "Full disclosure is required unless a determination is made by the City Manager to limit the extent of disclosure pursuant to Section E of the Santa Paula Conflict of Interest Code."

Moved by Andy Sobel, seconded by Leslie Cornejo

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

Item 9.D was pulled for discussion and separate vote.

Interim City Attorney Monica Carrillo and City Clerk Julie Latshaw explained that Exhibit A, List of Designated Positions was amended to include Consultants with a sentence added "Full disclosure is required unless a determination is made by the City Manager to limit the extent of disclosure pursuant to Section E of the Santa Paula Conflict of Interest Code."

9.E) ECONOMIC DEVELOPMENT ADVISORY COMMITTEE PLANNING COMMISSIONER APPOINTMENT

9.F) TRANSPORTATION DEVELOPMENT ACT, LOCAL TRANSPORTATION FUND, APPORTIONMENT FOR FISCAL YEAR 2022/2023

Motion: Approve 9) CONSENT CALENDAR 9.A, 9.B, 9.C, 9.E, 9.F. Item 9.D was pulled for discussion and separate vote.

Moved by Leslie Cornejo, seconded by Andy Sobel

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

10) PUBLIC HEARING

10.A) PROJECT NO.22-TM-01 VESTING TENTATIVE TRACT MAP NO. 6074

- (ORIGINAL EA1 APPROVAL PROJECT NO. 2006-CDP-02 EAST AREA 1 SP-3)

Community Development Director James Mason presented this item.
Trayci Nelson with Michael Baker International presented a PowerPoint on the project.

Mayor Crosswhite opened the public hearing. With no public comments, the public hearing was closed.

Motion: Approve Resolution No. 7423 to approve Project No. 22-TM-01 for Vesting Tentative Tract Map No. 6074; a subdivision of 4 existing lots that would allow for the development of 121 residential condominium units and 6 lettered lots for private streets and landscaping, and approve the street names, subject to the conditions of approval.

Moved by Carlos Juarez, seconded by Andy Sobel

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

11) ACTION ITEMS

11.A) 2022 HOLIDAY PARADE SPONSORSHIP REQUEST

Management Analyst Jonathan Royas presented this item.

Motion: Approve a request to sponsor up to 50% of the costs for City services for the 2022 Santa Paula Holiday Parade.

Moved by Andy Sobel, seconded by Richard Araiza

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

11.B) AMERICAN RESCUE PLAN ACT (ARPA) TRANCHE 2 BUDGET ALLOCATIONS

Management Analyst Jonathan Royas presented this item.

Motion: Approve Resolution No. 7421 establishing partial funding obligations associated with the City's second disbursement of American Rescue Plan Act (ARPA) funds.

Moved by Andy Sobel, seconded by Carlos Juarez

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

12) ITEMS FOR FUTURE AGENDAS

Council was in agreement to add the following to upcoming agendas: Street maintenance, sign ordinance, report on the railroad, and update on plans on losing a vital department head.

13) ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 8:25 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
September 28, 2022, 6:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Crosswhite called the meeting to order at 6:30 p.m.

2) FLAG SALUTE

Councilmember Juarez led the flag salute.

3) ROLL CALL

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

4) PUBLIC COMMENT

All public comments made during the public hearing.

5) PUBLIC HEARING

5.A) PROPOSITION 218: PROTEST HEARING FOR PROPOSED SOLID WASTE RATE INCREASE

Mayor Crosswhite opened the Public Hearing.
Public Works Director Clete Saunier and Public Works Management Analyst Joseph Alvarado presented this item.
Kimberly Nilsson with Solid Waste Solutions Inc. answered questions by zoom.

Judy Rice spoke on behalf of Beverly Ann Lozano who spoke in protest of the proposed solid waste rate increase.

Raul Gutierrez was called to speak in protest of the proposed solid waste rate increase.

Marlaina Herman was called to speak in protest of the proposed solid waste rate increase.

James Herman was called to speak in protest of the proposed solid waste rate increase.

M. Rico was called to speak in protest of the proposed solid waste rate increase.

Motion: Approve as amended Resolution No. 7420 "A Resolution of the City Council of the City of Santa Paula, California, Increasing Solid Waste Maximum Rates" and amending the resolution to include the count of received written protests for 75 properties prior the protest hearing and an additional 6 written protests were received at the public hearing, totaling 81 written protests received before the close of the hearing.

Moved by Richard Araiza, seconded by Andy Sobel

Vote: Motion carried 5-0

Yes: Jenny Crosswhite, Andy Sobel, Carlos Juarez, Richard Araiza, Leslie Cornejo

6) ADJOURNMENT

Mayor Crosswhite adjourned the meeting at 7:27 p.m.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: PURCHASE OF PRE-FABRICATED RESTROOM FOR TEAGUE PARK

Date: October 5, 2022

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to purchase (1) New Santiago model restroom for Teague Park in the amount of \$142,302.23 from CXT Precast Concrete Products.

BACKGROUND:

In 2020, the City was awarded Prop. 68 grant funding. This funding is to be used for park improvements. Subsequently, staff submitted two park improvement projects to the California Department of Parks & Recreation:

1 - Teague Park improvements consisting of constructing a new restroom facility (demo the existing park restroom) & parking lot improvements (new pavement and striping);

2 - Mill Park parking lot improvement (new pavement and striping).

Both projects were approved and staff has been working with RWC, Inc. to prepare a scope of work and bid packets for the Teague Park Restroom Replacement Project.

Previously, bids were received for the Demo (\$14,000) of the existing restroom and for the Grading and Installation of Utilities for the new restroom (\$49,000). Both of those bids will be awarded to JTEC, in preparation for placement of the new restroom facility (contract to CXT).

ANALYSIS:

This evening staff is requesting that City Council approve the purchase of a three (3) unit restroom facility from CXT Precast Concrete Products. Some of the restroom features include:

- Three private restroom units
- Baby changing station in one unit
- Electric hand dryers
- Exterior mounted drinking fountain & bottle filler

- Security lighting on all four sides of the building
- Timed electric door locking system

The proposed cost includes transportation of the restroom, putting it in place and hooking up all utilities.

The Santiago model restroom will be purchased under our existing Sourcewell contract which, as a cooperative purchasing program, does not require the normal competitive bidding process.

Santa Paula's Municipal Code allows for Cooperative Purchasing agreements to be utilized in place of the Formal Bid process:

Title IV: Contracts and Purchases, Chapter 41: Purchasing, 41.11 Cooperative Purchasing

The procedures set forth above (Formal Bid process) need not be followed where the Purchasing Agent identifies a cooperative purchasing program administered by a government-oriented entity, or; a local, state, or federal governmental agency. When in the city's best overall interests, the Purchasing Agent may enter into a contract for the purchase of supplies and general services awarded through such a cooperative purchasing program. City Council consent is required for such arrangements where the estimated value of the supplies or general services exceed \$50,000.

STRATEGIC PLAN:

N/A

FISCAL IMPACTS:

The total amount of this purchase will be funded using Prop 68 grant funds, currently allocated for Teague Park at \$154,898.

OPTIONS:

City Council can choose not to approve the purchase of the restroom for Teague Park. Staff will then need to secure three bids for like restroom facilities which might result in higher costs.

ATTACHMENTS:

[EXHIBIT A: Teague Park Cost Estimate_Design.pdf](#)

EXHIBIT A

Teague Park Restroom Cost Estimate & Design



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT. This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Custom building where you can match units to meet your needs. Units include restroom, shower, concession, storage and combination configurations. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

Santiago

Sections:

Restroom* \$71,978 Qty: 1 = \$ 71,978	Shower* \$85,500 Qty: = \$ 0
Family Assist Restroom* \$71,978 Qty: = \$ 0	Concession* \$81,000 Qty: = \$ 0
Family Assist Shower* \$80,978 Qty: = \$ 0	Multiuser Room \$65,655 Qty: = \$ 0
*Includes 4-gallon water heater.	Total Sections \$71,977.50

Added Cost Options:

			Price per Unit	
Final Connection to Utilities (per section)		\$	3,500.00 ☒	3,500.00
Optional Wall Texture -choose one ☒ Split Face Block (\$4,000) ☐ Struck Trowel (\$4,000) ☐ Stone (\$5,500)			Reset Wall Texture	3,500.00
Optional Roof Texture -choose one ☒ Delta Rib		\$	4,000.00	4,000.00
Porch/Wing Wall		\$	70,475.00 ☐	0.00
Insulation and Heaters (per section)		\$	19,500.00 ☐	0.00
Stainless Steel Water Closet (each)	Qty:	\$	1,500.00	0.00
Stainless Steel Urinal (each)	Qty:	\$	1,400.00	0.00
Stainless Steel Lavatory (each)	Qty:	\$	1,100.00	0.00
Electric Hand Dryer (each)	Qty: 3	\$	700.00	2,100.00
Electronic Flush Valves- Water Closet (each)	Qty: 3	\$	750.00	2,250.00
Electronic Flush Valves- Urinal (each)	Qty:	\$	1,700.00	0.00
Electronic Flush Valves- Lavatory (each)	Qty:	\$	750.00	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$	4,500.00 ☒	4,500.00
Optional Door Closures (each)	3 Qty:	\$	450.00 ☒	1,350.00
Skylight in Restroom (each)	Qty:	\$	950.00	0.00
Marine Grade Skylight in Restroom (each)	Qty:	\$	2,450.00	0.00
Marine Package for Extra Corrosion Resistance (per section)		\$	2,350.00 ☐	0.00
Fiberglass Entry and Chase Doors and Frames	Qty:	\$	1,000.00	0.00
Tile Floor in Restroom (per section)		\$	6,000.00 ☐	0.00
2K Anti-Graffiti Coating (per section)		\$	3,500.00 ☒	3,500.00
Timed Electric Lock System (does not include chase door)	Qty: 3	\$	600.00	1,800.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	\$	500.00 ☐	0.00
Paper Towel Dispenser (each)	Qty:	\$	200.00	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$	100.00	0.00
Sanitary Napkin Disposal (each)	Qty:	\$	75.00	0.00
Baby Changing Station (each)	Qty: 1	\$	675.00	675.00
CXT Wastebasket (each)	Qty:	\$	150.00	0.00
Total Cost of Selected Accessories from Accessories Price List:		\$		27,175.00
Custom Options: 3 Door option (\$6000), CA 8 hr Crane min \$3000, DIR adjustments \$1000		\$		10,000.00
Engineering and State Fees:		\$		3,400.00
Estimated One-Way Transportation Costs to Site (quote):		\$		18,000.00
Estimated Tax:		\$		11,749.73
Total Cost per Unit Placed at Job Site:		\$		142,302.23

Estimated monthly payment on 5 year lease \$2,409.54

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Member Name
& Number

CXT Sales Representative

Customer

Date



Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

☐ Basalt ☐ Mountain Blend ☐ Natural Grey ☐ Romana

Roof Texture Options:

☐ Cedar Shake ☐ Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} <i>Can only be used as bottom texture.</i>
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

☐ Non-locking ADA Handle ☐ Pull Handle/Push Plate
☐ Privacy ADA Latch

Deadbolt Options:

☐ CXT Supplied ☐ Customer Supplied: _____
 Type & Part Number

Accessible Signage Options:

☐ Men ☐ Women ☐ Unisex

Paper Holder Options:

☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

Notes:

SANTIAGO

NOTES

1. BUILDING IS DESIGNED TO COMPLY WITH THE 2016 CALIFORNIA BUILDING STANDARDS CODE (CBSC).
2. DESIGN COMPLIES WITH THE PROVISIONS OF THE 2016 CBSC CODE FOR THE FOLLOWING LOADS:

ROOF SNOW LOAD = 250 PSF

FLOOR LOAD = 400 PSF

IBC DESIGN SPECTRAL RESPONSE $S_s = 2.165$, $S_1 = 1.389$

SITE CLASS D

SEISMIC USE GROUP: II

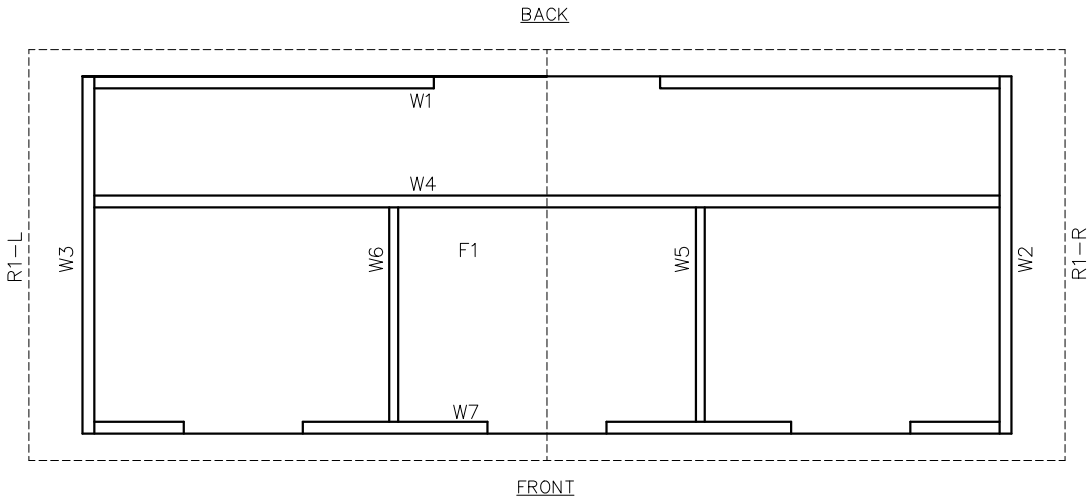
SEISMIC DESIGN CATEGORY: E

BEARING WALL SYSTEM $R = 4.0$

BASIC WIND SPEED = 150 MPH (3-SECOND GUST)

WIND EXPOSURE C, $I = 1.0$
3. BUILDING TYPE: IBC TYPE V-B
OCCUPANCY: U
EXTERIOR WALLS: 1-HR RATED PER IBC TABLE 721.1(2), ITEM 4-1.1
MINIMUM FIRE SEPERATION DISTANCE: 10'
4. CONCRETE STRENGTH $f'_{ci} = 2500$ PSI INITIAL $f'_c = 5000$ PSI
FINAL AIR ENTRAINMENT $6\ 1/2\% \pm 1\ 1/2\%$ IN PLASTIC CONCRETE.
REINFORCING STEEL: #3 GRADE 40, #4 AND LARGER GRADE 60
MINIMUM LAP 18" AT SPLICES. TIE BARS WITH DOUBLE ANNEALED 16 GA IRON WIRE. REINFORCING TO BE PLACED IN CENTER OF PANEL UNO.
WELDED WIRE FABRIC(W.W.F.): 4x4xW8xW8, $F_y=65$ KSI (OR EQUIVAL).
COMPLY WITH ASTM A82, SMOOTH WIRE, MIN. LAP 2 SQUARES.
5. EMBEDDED ITEMS IDENTIFIED ON DRAWINGS (i.e. PS-2, R301)
REFER TO CXT STANDARD EMBEDMENT CATALOG.
6. BACK OF PANELS TO HAVE SMOOTH TROWEL FINISH UNO.
ALL SURFACES TO BE TEXTURED ARE NOTED ON PANEL DWG'S
7. REFER TO SEPARATE CXT INCORPORATED SPECIFICATIONS COVERING DESIGN, MATERIALS, PRODUCTION, AND INSTALLATION CRITERIA FOR SPECIFIC STYLE OF BUILDING.
8. ALL REBAR BENDS ARE TO HAVE A MINIMUM RADIUS OF 6x THE BAR DIAMETER
9. INSTALLATION TO MEET APPLICABLE LOCAL, STATE & FEDERAL CODES, BY OTHERS.
10. ADEQUATE PLUMBING FACILITIES MUST BE PROVIDED IN ACCORDANCE WITH 2016 CBSC (NOT BY CXT)

PANEL MARK NO. KEY PLAN



INDEX OF DRAWINGS

NO.	TITLE
S-01	COVER SHEET
S-02	HANDLING INSTRUCTIONS
S-03	FLOOR PLAN
S-04	BUILDING ELEVATIONS
S-05	BUILDING INTERIOR ELEVATIONS
S-06	DETAILS
S-07	WALL PANEL W1
S-08	WALL PANEL W2
S-09	WALL PANEL W3
S-10	WALL PANEL W4, EMBEDS
S-11	WALL PANEL W4, BLOCKOUTS
S-12	WALL PANEL W5 & W6
S-13	WALL PANEL W7
S-14	FLOOR SLAB F1
S-15	ROOF SLAB R1-R
S-16	ROOF SLAB R1-L
S-17	FOUNDATION DETAIL
S-18	FLOOR DRAIN LOCATIONS & BELOW FLOOR PIPING
S-19	PLUMBING PLANS & NOTES
S-20	PLUMBING SCHEDULE & DIAGRAMS
S-21	ELECTRICAL PLAN, DETAIL & SCHEDULES
S-22	HVAC PLAN & SCHEDULE
S-23	MATERIAL LIST

APPLICABLE CODES

2016 CALIFORNIA BUILDING STANDARDS CODE
CALIFORNIA CODE OF REGULATIONS, TITLE 24

SPECIAL CONDITIONS AND/OR LIMITATIONS

ACCESSIBILITY TO THIS BUILDING, INCLUDING PARKING IS TO BE PROVIDED BY OTHER AND CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL BUILDING CODES.

CASTING TOLERANCES:
OVERALL LENGTH OR WIDTH
10 S OR UNDER = $\pm 1/8"$
10 TO 20 S = $\pm 1/8"$ -3/16"
20 TO 40 S = $\pm 1/4"$
TOTAL THICKNESS = -1/8, +1/4
VARIAION FROM SQUARE = $\pm 1/8$ PER 6 S OF DIAGONAL
LOCAL SMOOTHNESS = 1/4" IN 10 S
SWEEP = $\pm 1/4"$
POSITION OF TENDONS = $\pm 1/4"$
POSITION OF BLOCKOUTS = $\pm 1/4"$
SIZE OF BLOCKOUTS = $\pm 1/4"$
POSITION OF EMBEDS = $\pm 1/4"$
TIPPING AND FLUSHNESS OF PLATES = +1/16, -1/4
BOWING = LENGTH/360
END SQUARENESS = $\pm 1/8"$

CALIFORNIA STATE P.E. DRAWNGS REQUIRED REQ'D

WALL TEXTURE:	BARNWOOD
WALL COLOR:	MOCHA CARMEL
ROOF TEXTURE:	CEDAR SHAKE
ROOF COLOR:	SAND BEIGE
TRIM PAINT:	RICH BROWN

3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

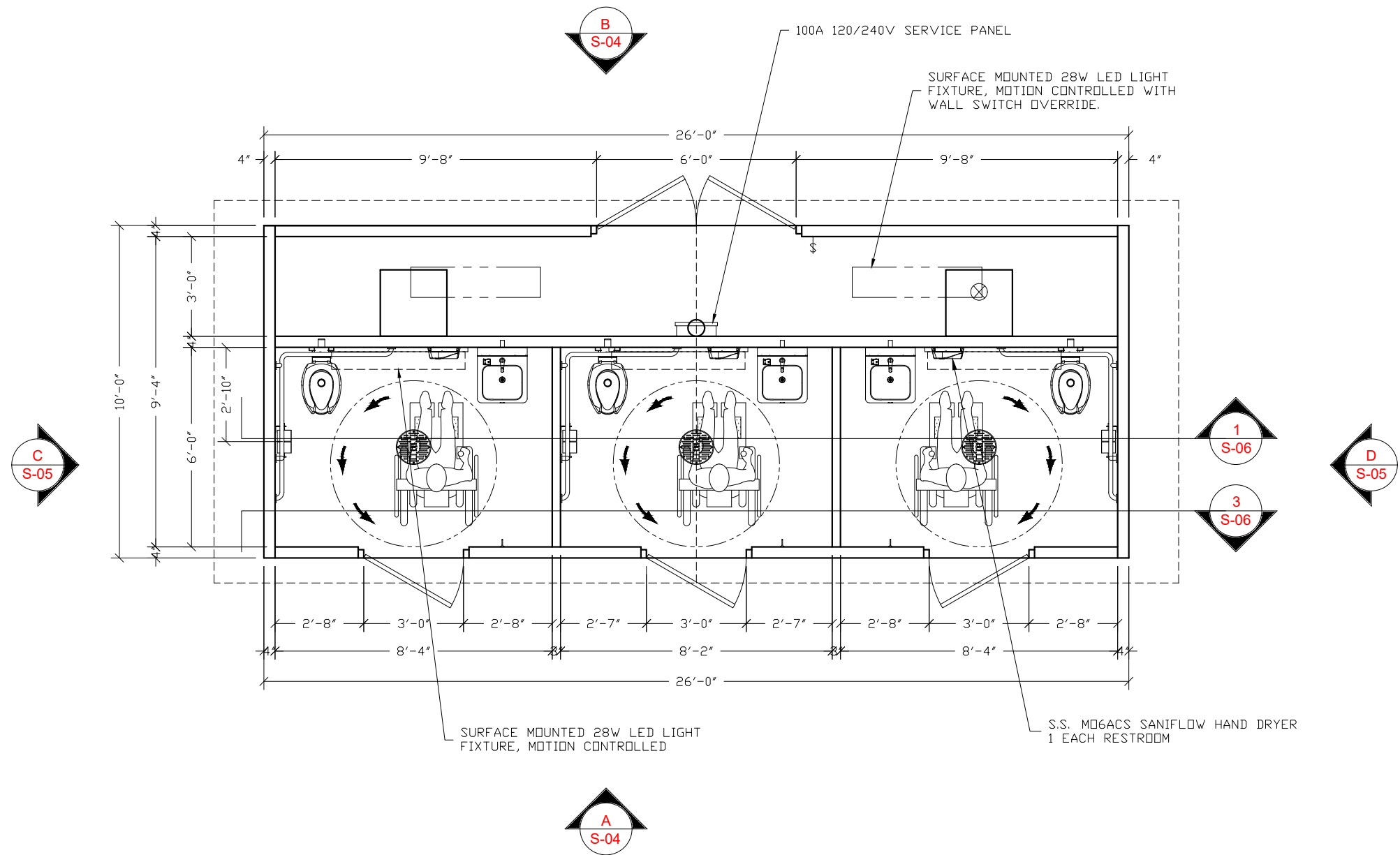
PROJECT TITLE
SANTIAGO
BUILDING NUMBER S-291

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CXT Incorporated			
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/16"=1'-0"	DATE	4/7/20
DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	64

COVER SHEET		
DWG NO.	SHEET	REV.
S-01	1	23



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE

SANTIAGO

BUILDING NUMBER S-291

NOTICE

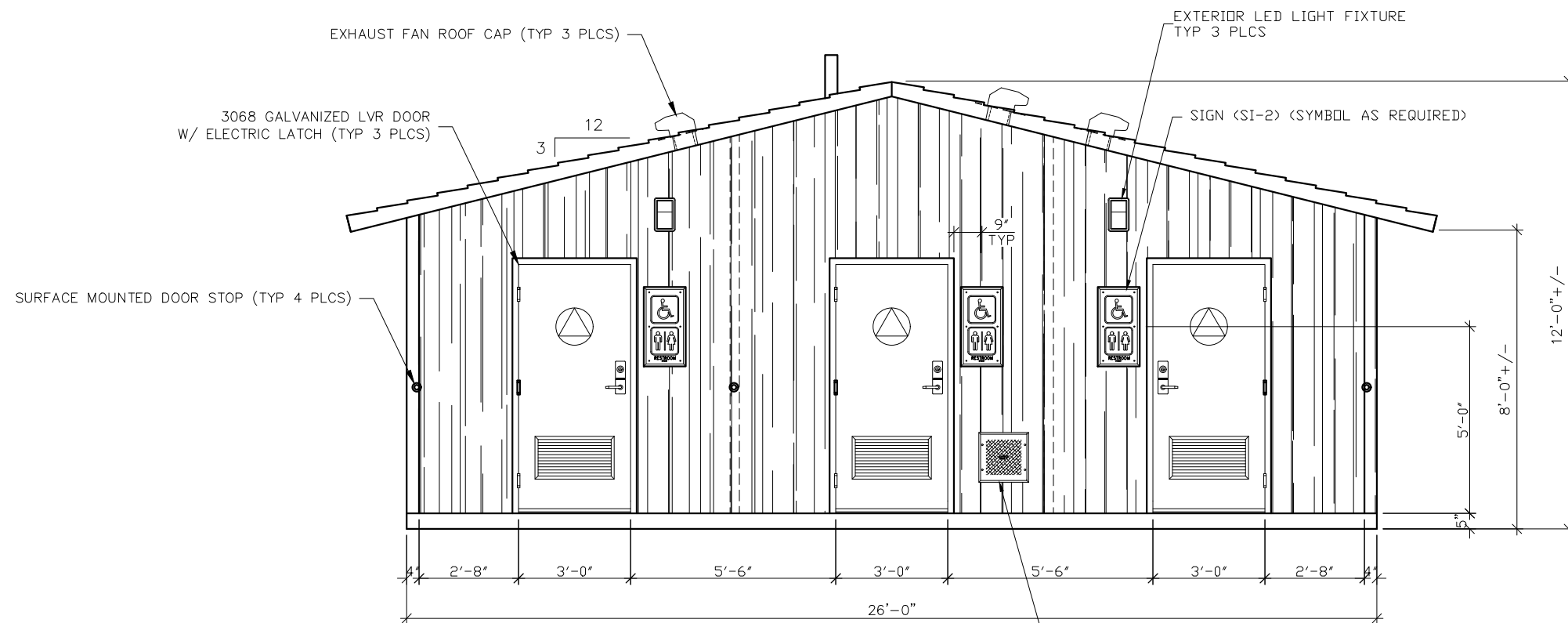
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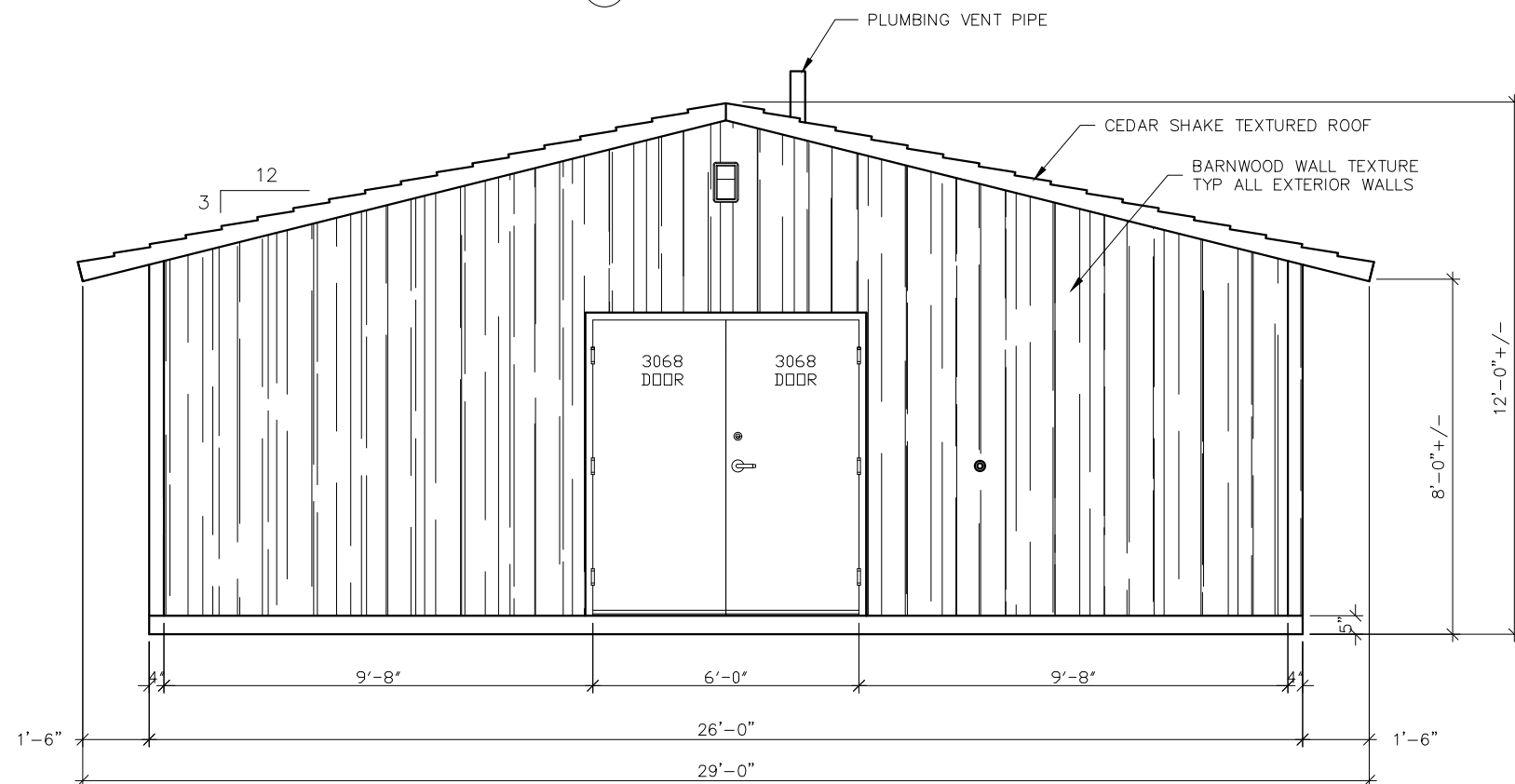
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SCALE	1/4"=1'-0"	DATE	4/7/20
DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	48

FLOOR PLAN

DWG NO.	SHEET	REV.
S-03	3	
	23	



A FRONT ELEVATION



B REAR ELEVATION

3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE

SANTIAGO

BUILDING NUMBER S-291

NOTICE

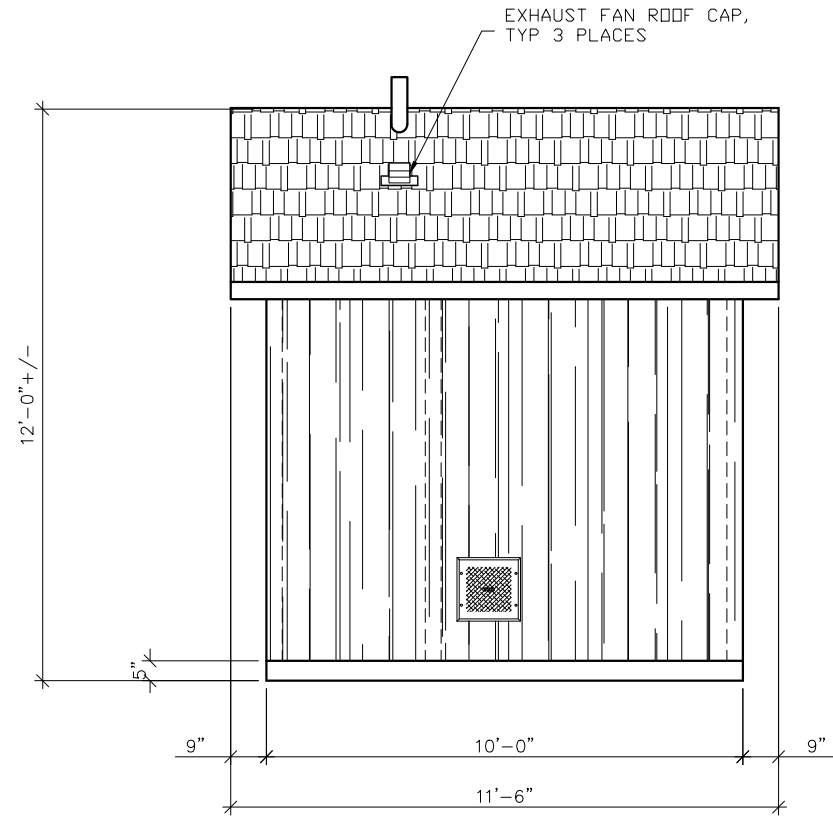
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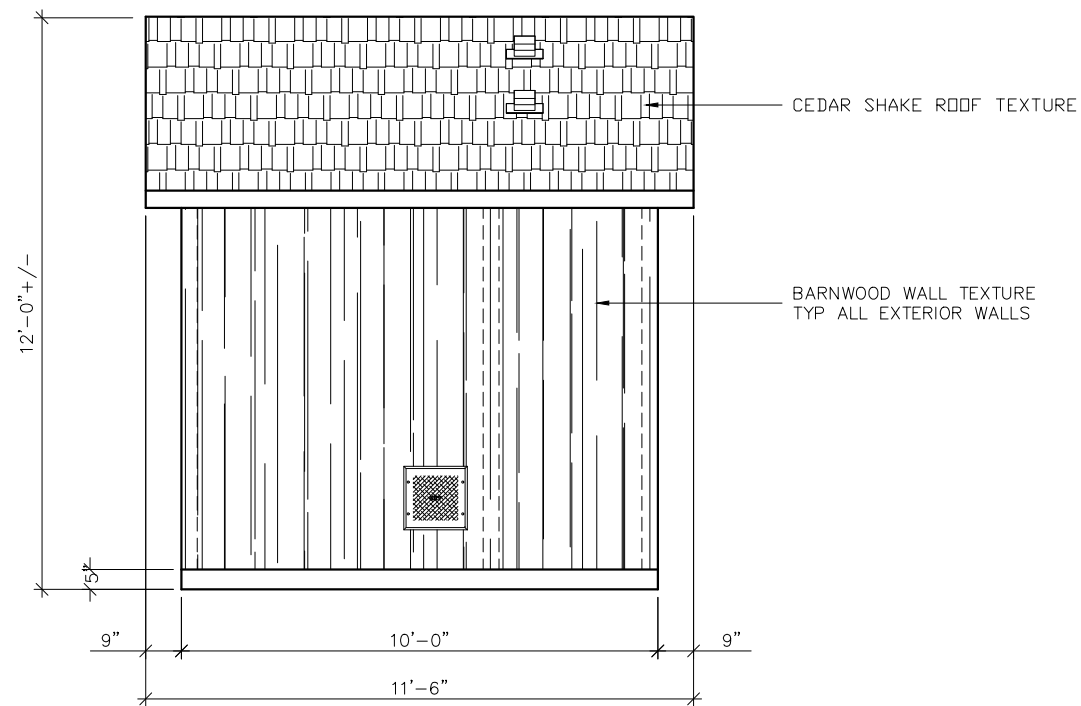
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SCALE	1/4"=1'-0"	DATE	4/7/20
DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	48

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
S-04	4	23



C LEFT SIDE ELEVATION



D RIGHT SIDE ELEVATION

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901 N. Highway 77 Hillsboro, TX 76645

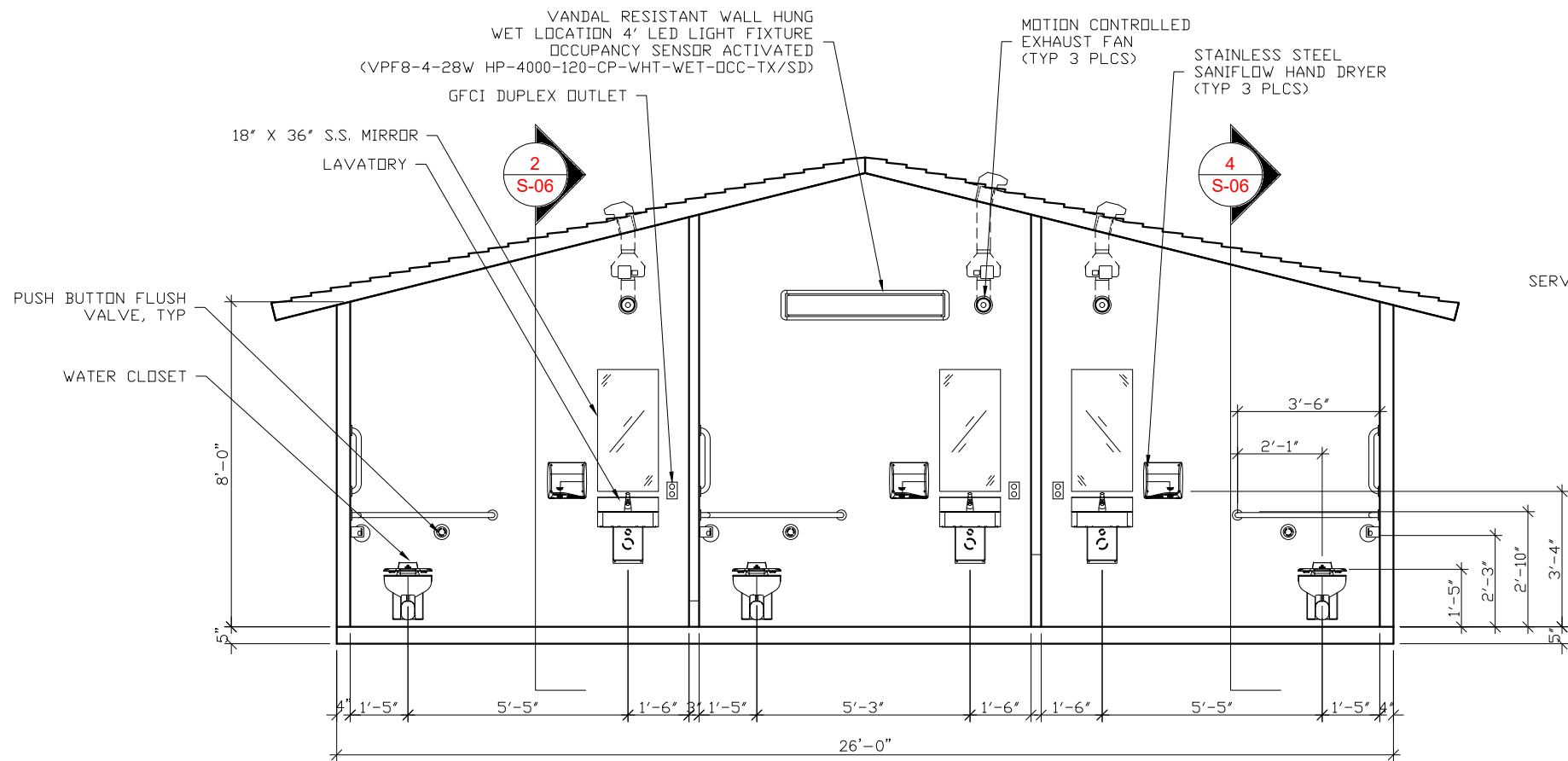
PROJECT TITLE
SANTIAGO
BUILDING NUMBER S-291

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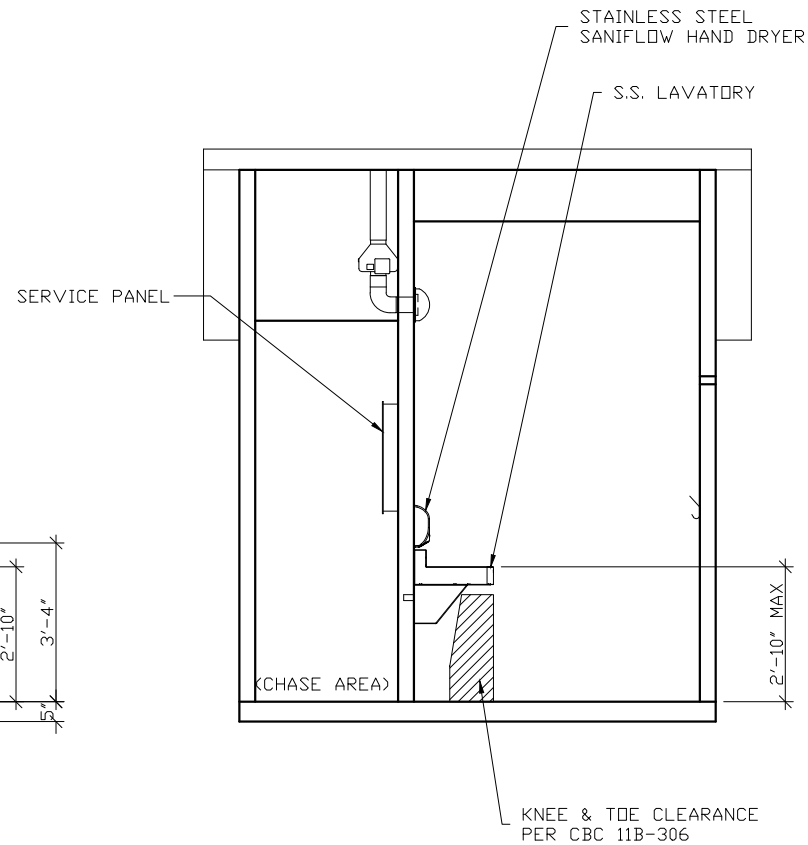
CXT Incorporated			
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	4/7/20
DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	48

BUILDING ELEVATIONS

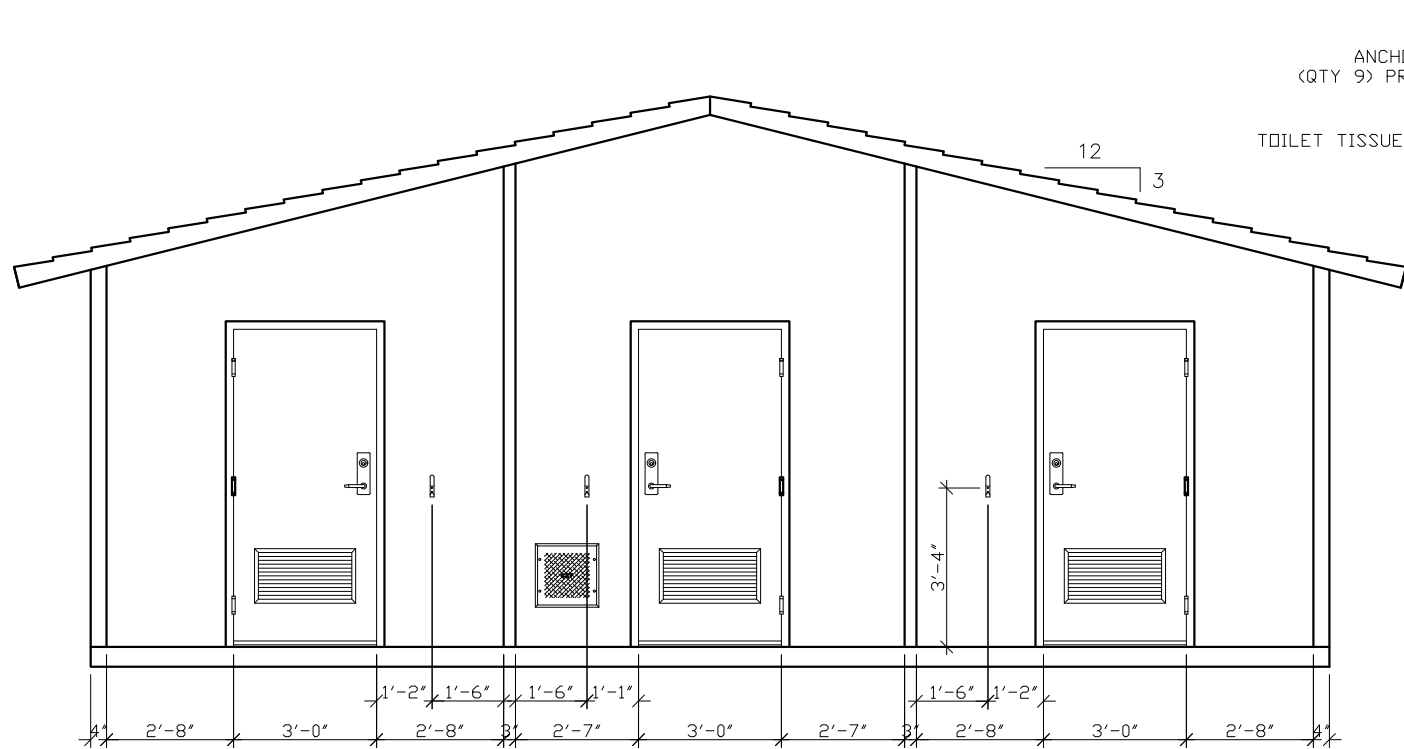
DWG NO.	SHEET	REV.
S-05	5	23



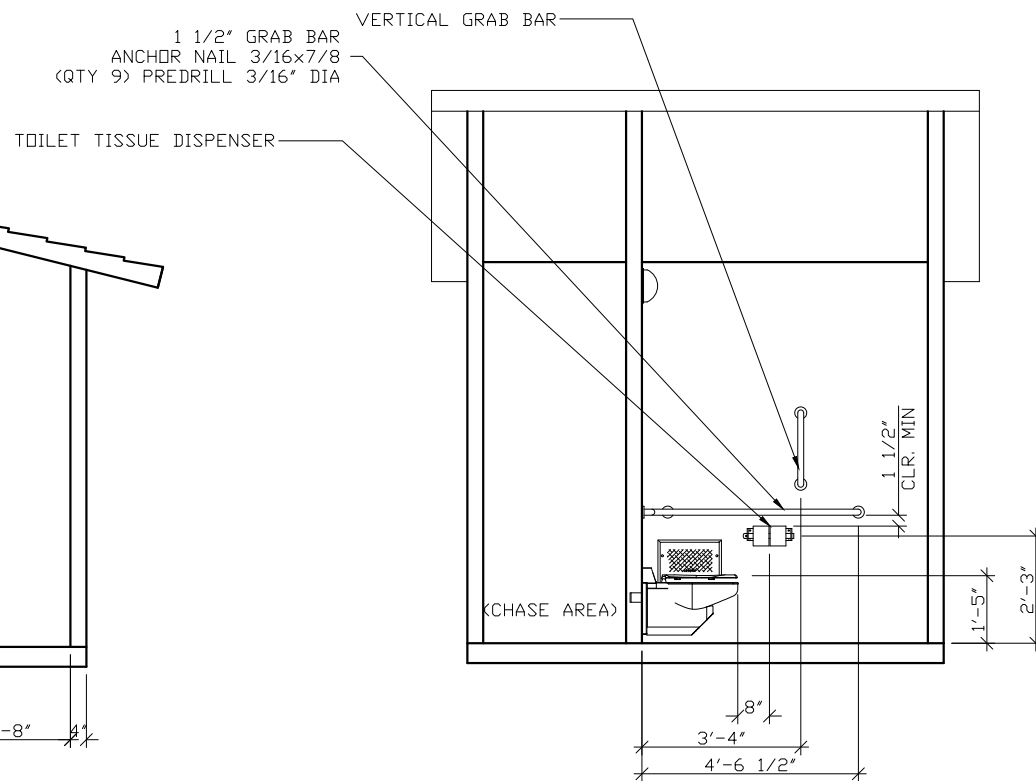
1 INTERIOR ELEVATION - INTERIOR CHASE WALL



2 INTERIOR ELEVATION



3 INTERIOR ELEVATION - INTERIOR FRONT WALL



4 INTERIOR ELEVATION

3808 N. Sullivan Bldg. #7 Spokane, WA 99216
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PROJECT TITLE
SANTIAGO
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SCALE	1/4"=1'-0"	DATE	4/7/20
DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	48

BUILDING INTERIOR ELEVATIONS		
DWG NO.	SHEET	REV.
S-06	6	23

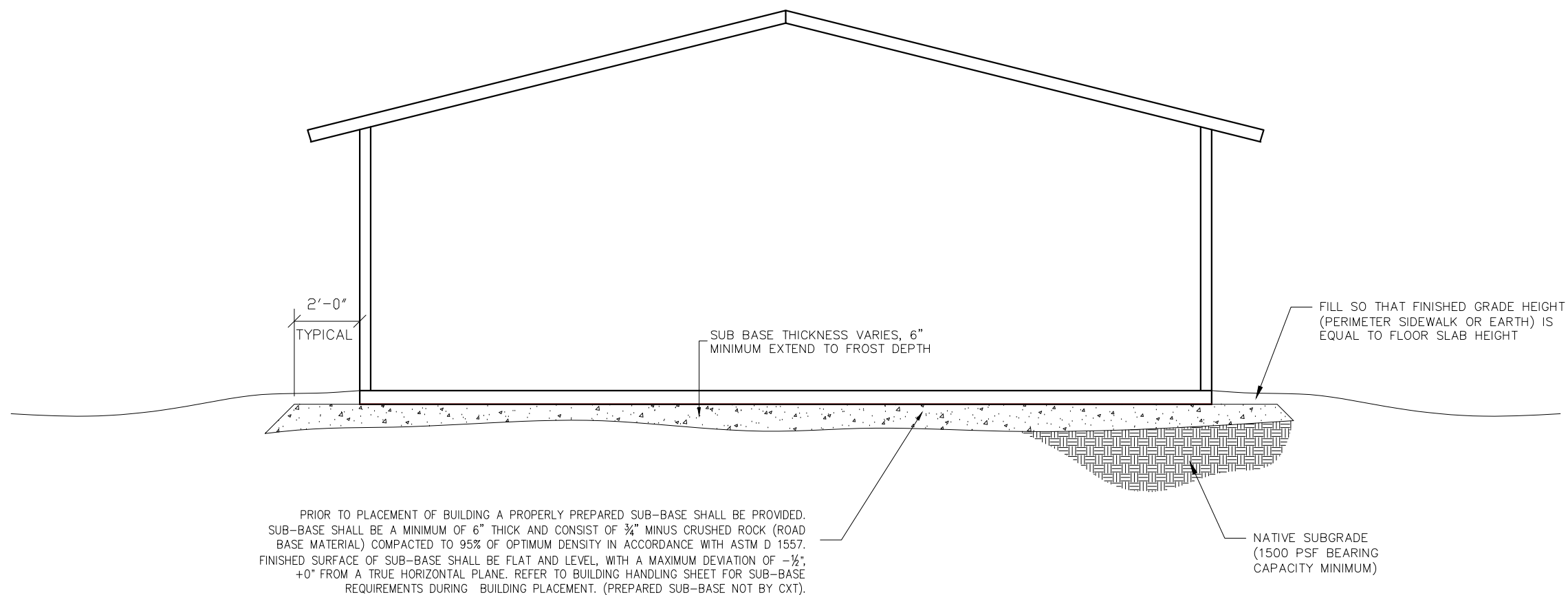
NOTE:

THIS FACTORY ASSEMBLED BUILDING, AS CONSTRUCTED, PROVIDES A RIGID BOX TYPE STRUCTURAL SYSTEM. VERTICAL LOADS ARE TRANSFERRED PRIMARILY THROUGH BEARING WALLS TO THE STRUCTURAL SLAB FLOOR OF THE BUILDING. THE VERTICAL LOADS ARE THEN DISTRIBUTED THROUGH THE REINFORCED CONCRETE FLOOR TO THE PREPARED GRANULAR, NON-FROST SUSCEPTIBLE (NFS) SUB-BASE WHICH DISTRIBUTES THE VERTICAL LOADS IN RELATIVELY UNIFORM FASHION TO THE NATIVE SUB-GRADE. AS WITH MOST CONSTRUCTION, THIS DOES REQUIRE THE NATIVE SUB-GRADE TO BE STRIPPED OF VEGETATION AND TOP SOIL PRIOR TO PLACEMENT OF THE PREPARED GRANULAR SUB-BASE. DUE TO THE INHERENT STIFFNESS OF THE BUILDING, IT WILL REMAIN SAFE AND STRUCTURALLY SOUND IN THE UNLIKELY EVENT OF FREEZING ACTION BELOW THE BUILDING REGARDLESS OF NATURAL FREEZE/ THAW CYCLES ANTICIPATED TO BE ENCOUNTERED IN THE STATE OF TEXAS.

LATERAL LOADS ARE TRANSFERRED TO THE GROUND THROUGH FRICTIONAL RESISTANCE WITHOUT SLIDING OR SHIFTING BETWEEN THE BUILDING FLOOR SLAB AND THE PREPARED SOIL AND GRAVEL SUB-BASE ON WHICH THE BUILDING RESTS. SEISMIC ANALYSES ARE BASED ON LOADS DETERMINED IN ACCORDANCE WITH THE 2016 CALIFORNIA BUILDING STANDARDS CODE USING PARAMETERS, WHICH MEET OR EXCEED THE CODE PRESCRIBED REQUIREMENTS FOR THIS INSTALLATION.

THIS BUILDING AS DESIGNED, RESTING ON A PROPERLY PREPARED GRANULAR SUB-BASE WILL BE SAFE AND STRUCTURALLY SOUND FOR VERTICAL AND LATERAL LOADS AS DISCUSSED ABOVE. A FULL DEPTH FOUNDATION WALL AT THE BUILDING PERIMETER AND AN ANCHORAGE SYSTEM, TYPICAL FOR OTHER TYPES OF BUILDING CONSTRUCTION, ARE NOT REQUIRED FOR THIS BUILDING.

THE "FOUNDATION" FOR THIS STRUCTURE IS ESSENTIALLY THE COMBINATION OF THE COMPACTED SUB-BASE MATERIAL AND THE BUILDING'S REINFORCED SLAB. THE COMBINATION OF THE COMPACTED SUB-BASE MATERIAL AND THE BUILDING'S REINFORCED SLAB NEED TO BE AT LEAST 12" THICK AND THE COMPACTED SUB-BASE MATERIAL SHALL EXTEND BELOW THE LOCAL FROST DEPTH



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Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE

SANTIAGO

BUILDING NUMBER S-291

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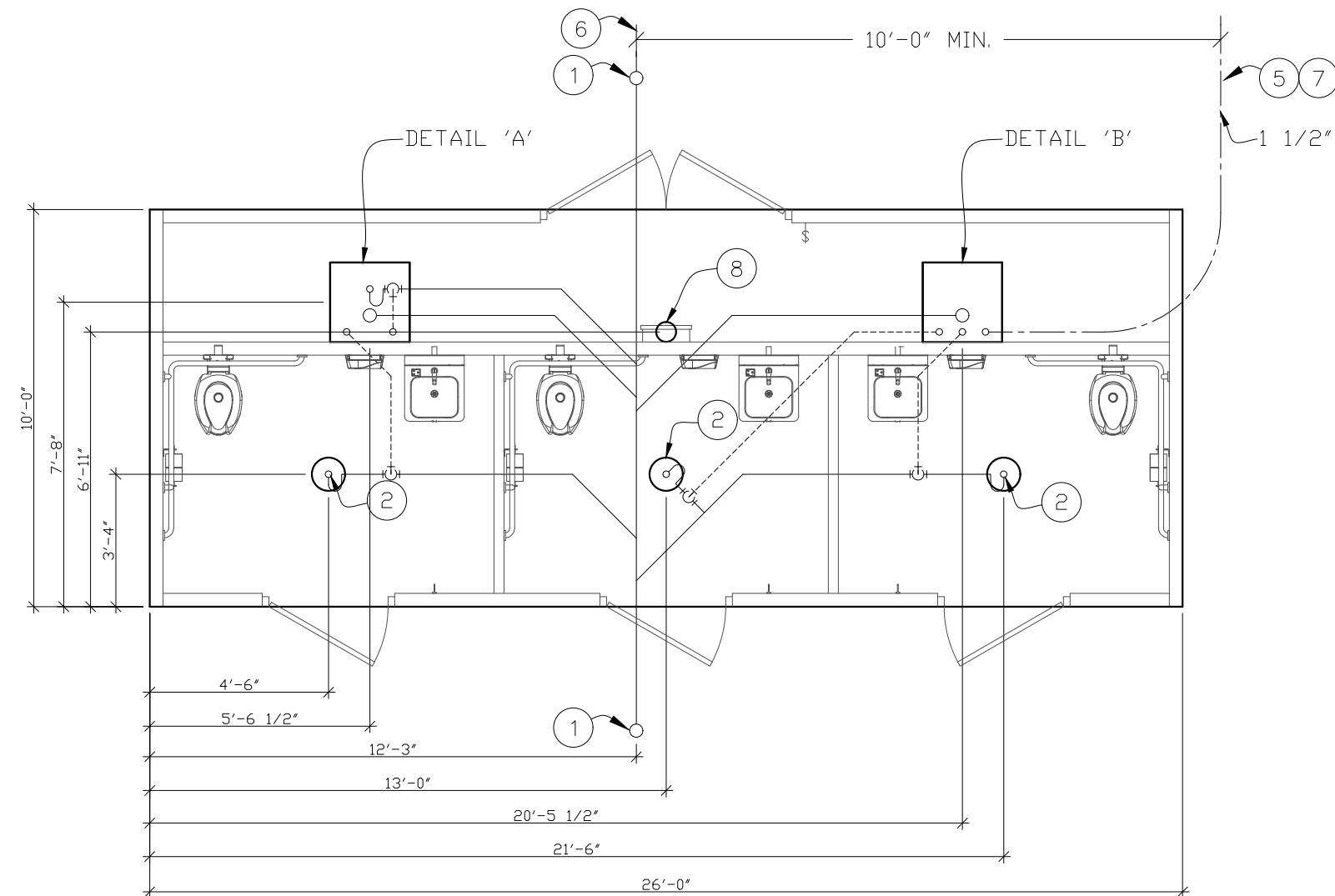
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	4/7/20
DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	48

FOUNDATION DETAIL

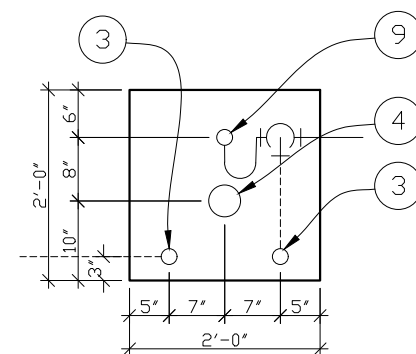
DWG NO.	SHEET	REV.
S-17	17	
	23	

ALL PIPING INDICATED ON
THIS SHEET IS NOT BY CXT

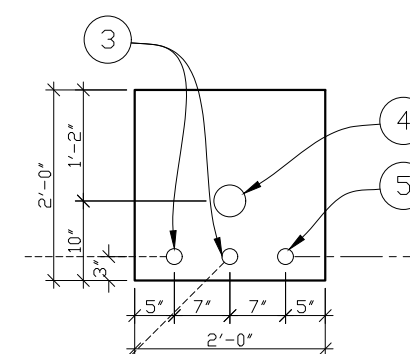


BELOW FLOOR PIPING - KEY NOTES

- 4" CLEAN OUT TO GRADE.
- 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (10" DIA BLOCKOUT)
- 2" VENT PIPES EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24"x24" BLOCKOUT)
- 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (24"x24" BLOCKOUT)
- 1 1/2" TYPE K ANNEALED "SOFT" COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE CAP AT END. (24"x24" BLOCKOUT)
- 30" MIN. BURY, PROVIDE TRACER TAPE.
- MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
- ELECTRICAL STUB UP, (6" DIA BLOCKOUT)
- 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (24"x24" BLOCKOUT)



**24"x24" BLOCKOUT
DETAIL "A"**



**24"x24" BLOCKOUT
DETAIL "B"**

FLOOR DRAIN BLOCKOUTS & BELOW FLOOR PIPING

- CAST-IN DRAIN HOUSING (10" INSIDE DIM - PROVIDED BY CXT)
- FIELD INSTALLED GROUT, SLOPE TO DRAIN (CXT PROVIDED-INSTALLATION NOT BY CXT)
- 2" WASTE PIPE - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- TAPPED P-TRAP ADAPTER (NOT BY CXT)
- P-TRAP ASSEMBLY (NOT BY CXT)
- 1/2" O.D. COPPER TRAP PRIMER LINE (NOT BY CXT)
- 2" FLOOR DRAIN VENT RISER - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- TRAP PRIMER MANIFOLD (PRE-PLUMBED AND INSTALLED BY CXT)
- 1/2" SHUT OFF VALVE (PRE-PLUMBED AND INSTALLED BY CXT)

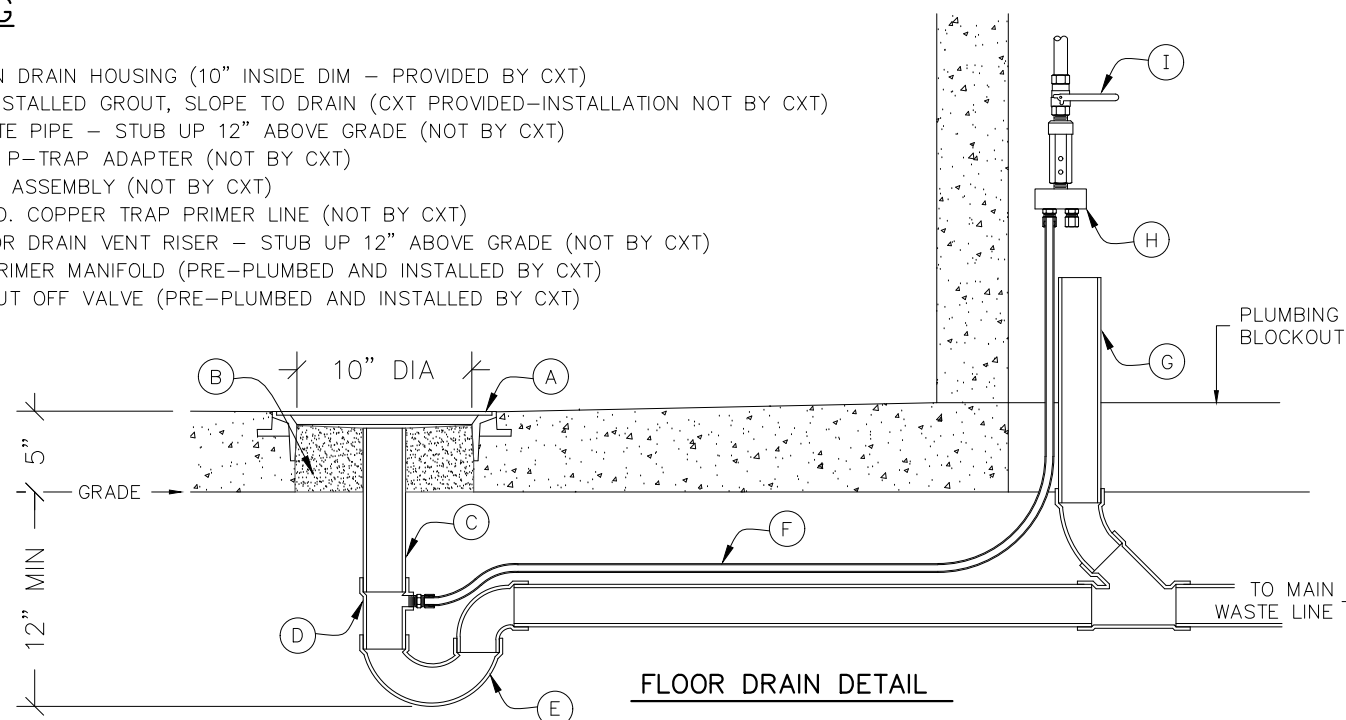
PIPING LEGEND

----- BELOW FLOOR
VENT PIPING
SCH 40 ABS
TYPE DWV

----- BELOW FLOOR
WASTE PIPING
SCH 40 ABS
TYPE DWV

----- 1 1/2" TYPE "K"
ANNEALED
"SOFT" COPPER
WATER SERVICE

BELOW FLOOR PIPING - KEY NOTES



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**CXT
Precast Products**

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE

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REV.	DESCRIPTION	APPROVAL	DATE
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DRAWN	MATT BRANCO	FILE NO.	S-291
CHECKED	MCT	PLOT	48

**FLOOR DRAIN LOCATIONS
& BELOW FLOOR PIPING**

DWG NO.	SHEET	REV.
S-18	18	23



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: EJS CONSTRUCTION INC. AGREEMENT FOR BOYS & GIRLS CLUB
RESTROOM PROJECT

Date: October 5, 2022

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with EJS Construction Inc. for the repairs and improvement to the Boys & Girls Club restrooms for an amount not to exceed \$273,919.58 in a form approved by the City Attorney.

BACKGROUND:

The Boys & Girls Club is an aging facility in need of various repairs and upgrades. In 2019 the roof was replaced. The City is now in a position, due to ARPA funding, to provide much needed repairs and upgrades to the restroom facilities. These restrooms are used year round by the many youth that attend the Club on a daily basis.

ANALYSIS:

Staff has been working with RWC, Inc. to prepare a scope of work and bid documents for this project.

The project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on August 25th, 2022, in City Council Chambers. Five bids were received. The bid results are as follows:

EJS Construction Inc.	\$249,017.80
David Atkin Construction	\$259,027.00
Ardalan Construction	\$268,000.00
JTEC Corporation	\$292,000.00
SBS Corporation	\$303,711.25

Staff finds that the low bid submitted by EJS Construction Inc. is an acceptable bid, is responsive, and meets the requirements of the bid documents. Bidding rules require that the City Council award the contract to the lowest responsive and responsible bidder or reject all

bids.

The recommended contract up to amount of \$273,919.58 represents the proposed bid amount (\$249,017.80) and a 10% contingency (\$24,901.78).

STRATEGIC PLAN:

N/A

FISCAL IMPACTS:

This project will be funded through ARPA tranche 1; account # 412-5-1501-660. City Council allocated this funding as part of the two-year budget in FY 21/22.

OPTIONS:

If council chooses not to award the contract to EJS Construction Inc, staff will not be able to move forward with the necessary repairs and upgrades and will need to rebid the project.

ATTACHMENTS:

[EXHIBIT A: CERTIFIED BID SHEET & EJS CONSTRUCTION BID DOCS.pdf](#)

[EXHIBIT B: DRAFT AGREEMENT EJS CONSTRUCTION INC 2022.pdf](#)

EXHIBIT A

CERTIFIED BID SHEET & EJS CONSTRUCTION, INC. BID DOCUMENTS

CITY OF SANTA PAULA

P.O. Box 569 ♦ 970 Ventura Street ♦ Santa Paula, CA 93060 ♦ 805/933-4212

**PROJECT: SANTA PAULA BOYS & GIRLS CLUB RESTROOM
REMODEL PROJECT**

PROJECT No.:

Bid Date: August 25, 2022

Time of Opening: 3:00 PM

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
JTEC Corporation	\$292,000		
EJS Construction Inc.	\$249,017.80 ~~248,000~~		
David Atkin Construction	\$259,027.00		
SBS Corporation	\$313,711.25		
Ardalan Construction	\$268,000		

August 25, 2022

Date


Gregory Barnes
Parks & Recreation Director

August 25, 2022

Date


Julie Latshaw
City Clerk



"EXHIBIT #2"
BID SCHEDULE

Restroom Remodel
City of Santa Paula Boys & Girls Club Restroom Remodel Project

Contractor Name: EJS Inc Lic.# 560947

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

B. This bid includes addenda number(s) (IF REQUIRED) #1 & #2

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

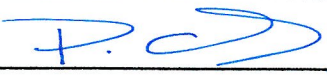
C. No.	Description	Quantity	Unit	Total Price
1.	General Conditions	1	Each	<u>5,246.00</u>
2.	Demolition of Existing Restroom SOW items 1.01-1.07	1	Each	<u>35,978.41</u>
3.	Installation of New Flooring SOW items 2.01-2.04	1	Each	<u>21,472.00</u>
4.	Installation of New Walls SOW items 3.01-3.04	1	Each	<u>24,959.37</u>
5.	Installation of New Ceilings SOW item 4.01	1	Each	<u>2,440.00</u>
6.	Installation of New Doors SOW item 5.01	1	Each	<u>5,502.14</u>
7.	Installation of New Finishes SOW items 6.01-6.04	1	Each	<u>59,626.28</u>
8.	Installation of New Electrical SOW items 7.01-7.04	1	Each	<u>8,052.00</u>
9.	Installation of New Plumbing SOW items 8.01-8.11	1	Each	<u>65,294.40</u>
10.	Installation of New HVAC SOW items 9.01-9.04	1	Each	<u>3,050.00</u>
11.	Installation of New Fire Sprinklers SOW item 10.01	1	Each	<u>8,260.00</u>
12.	Installation of New Utilities SOW items 11.01-11.04	1	Each	<u>7,320.00</u>

The Sum of the Total Bid = Proposed contract price: \$ 249,017.80

Projected Project Budget (Professional Opinion) \$185,000.00

Submitted By:

Name: Paul Sanchez

Signed By: 

Date: 8/25/22

Page 2 of 2



Lic. #560947
DIR# 1000011020
4998 Foothill Road
Carpinteria, Ca. 93013
PH: 805 684-6381 Fax: 805 684-6446

9-27-22

To whom it may concern,

EJS Construction Inc. has been in business for 33 years. Public Works Projects.
Please see the attached letter from our bonding company for info.

Some our resent projects completed,

1. Ojai School District-Matilija Kitchen and Dining Hall \$2,885,000.
2. Oxnard-Rio Del Norte School HVAC, Electrical & Fire Alarm Replacement \$1,460,000.
3. Montecito Union School-Window Replacement \$360,450.
4. Ventura College Applied Science Lab \$200,135.
5. UCSB Marine Bio Room 3144 \$134,050.

Please feel free to contact us if more information is needed.

Thank you,

EJS Construction Inc.



LIBERTY MUTUAL SURETY
333 City Blvd., Suite 300
Orange, CA 92868
Phone: (714)937-1400 ext. 637
Fax: (714)935-0147

August 18, 2022

Re: EJS Construction, Inc.

To Whom It May Concern:

We understand that EJS Construction, Inc. Inc. has or is about to submit a proposal or proposals for work to be performed for the above mentioned project. This letter is to inform you that The Ohio Casualty Company has been the bonding company since 2012. We have authorized single bond requests for up to \$ single job and \$12,000,000 aggregate program.

If is awarded a contract for work within their normal scope by one year it is our present intention to provide the required performance and payment bonds. Please understand, however, that any arrangements for the final bond or bonds is a matter between the contractor and the surety and that The Ohio Casualty Company will assume no liability to third parties, or to you, if for any reason we do not execute said bond or bonds. If you should need additional information, please contact me at the telephone number listed above.

The Ohio Casualty Company is listed in the Federal Register dated February 24, 2014 with an underwriting limitation of \$95,052,000. We are a member of the Liberty Mutual Insurance Companies and have been given an "A" rating, financial size XV by A. M. Best. If you should need any additional information, please call me.

Sincerely,

The Ohio Casualty Company

Attorney in Fact
Pietro Micciche



"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

RFB – Santa Paula Boys and Girls Club Restroom Remodel Project

Addendum No. 1: Responses to Questions Posed (Answered by Bill Lindsay, Project Consultant)

- 1) Can you clarify the underground plumbing drains, Waste, and vents are they Cast Iron, PVC, ABS?
As we discussed, all above ground waste will need to be cast iron and below grade can be plastic.



"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

Project: City of Santa Paula Boys and Girls Club Toilet Room Remodel
Address: 1400 E. Harvard Blvd., Santa Paula CA 93060
Date: 8/24/2022

RFB ADDENDA #2 RFI LIST

Item #	Description	Location	Response
1	Demolition Clarification	Sheets A1.1, A1.2 & A1.3	Existing wall dividing the gymnasium and toilets is a combination of concrete columns and wood partition. The overall thickness of the the wall shown on the plans is accurate but is most likely framed between the columns with 2 x 6 studs and 5/8" thick drywall on both sides (based on the current wall finishes). The current opening at the Toilet Room Corridor is unfinished with exposed drywall.
2	Vinyl Floor Specification	Sheet A2.0	The vinyl flooring specification for the vestibule area no. 103 is as follows (or approved equal): Manufacturer: Rubber Flooring Inc. Contact no. (800) 613-0996 Contact Person: Gloria Product: Indoor Court Tiles - high quality impact resistant polypropylene Size: 12" x 12" Thickness: 3/8" Color: Sahara Sand Transition strip required at gym flooring (roll type).
3	Completion Time & Liquidated Damages	NA	Minimum liquidated damages amounts for each project - These amounts may need to be increased / decreased based on actual bids and final contract numbers. Projected Cost \$ 185,000. Project to be completed by 12/31/2022.
4	Is a Bid Bond Required	NA	There is not a Bid Bond required; however, there is a performance letter is required at time of bidding.

EXHIBIT B

DRAFT CONSTRUCTION AGREEMENT WITH EJS CONSTRUCTION, INC.

DRAFT
CITY OF SANTA PAULA
CONSTRUCTION CONTRACT

BOYS & GIRLS CLUB RESTROOM REMODEL

1. PARTIES AND DATE.

This Contract is made and entered into this 5th day of October, 2022, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and EJS Construction Inc., a Corporation with its principal place of business at 4998 Foothill Road, Carpinteria, CA 93013, Santa Barbara County, State of California ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing Restroom Facility Improvements related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the Boys & Girls Club Restroom Remodel / Improvements ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, acceptable Insurance and Bonds as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Two Hundred Seventy-Three Thousand Nine Hundred Nineteen 58/100 Dollars (\$273,919.58)** ("Total Contract Price").

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as

the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

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

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

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

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

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

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

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

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Performance Bonds (Exhibit "D")
- Contractor's Bid

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

3.3 Contractor's Basic Obligation; Scope of Work.

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

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially

affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

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

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

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

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

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain

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

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

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

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within Sixty (60) days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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

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

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

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

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

3.9 Labor.

3.9.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment

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

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

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

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

Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

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

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

meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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

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

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

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

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

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching

and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

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

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

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

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

and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

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

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

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

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

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

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

3.12 Claims; Government Code Claim Compliance.

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

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

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

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

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

3.12.4.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

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

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

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

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

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

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with

regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

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

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

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

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

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

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

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

3.12.10 Government Code Claim Procedures.

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

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

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

3.12.10.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

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

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

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the

performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

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

3.15 Insurance.

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

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

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

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

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

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

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

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance

maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

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

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and

approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.16 Bond Requirements.

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

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

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

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

3.17 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any

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

3.18 Employee/Labor Certifications.

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

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

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

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

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the Parks & Recreation Director, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and

become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

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

CONTRACTOR:

EJS CONSTRUCTION, INC.
4998 FOOTHILL ROAD
CARPINTERIA, CA. 93013
ATTN: PAUL SANCHEZ

CITY:

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: GREG BARNES, PARKS & RECREATION DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

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

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

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

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

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

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

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

3.20.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

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

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

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

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

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

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

3.21 Federal Provisions When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "G" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Contract and/or the provisions of state law, the more stringent requirement shall control.

[Signatures on Next Page]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SANTA PAULA
AND EJS CONSTRUCTION, INC.**

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

CITY OF SANTA PAULA

EJS CONSTRUCTION, INC.

Approved:

By: _____
DAN SINGER
City Manager

By: _____
Its: _____
Printed Name: _____

ATTESTED:

By: _____
Julie Latshaw
City Clerk

By: _____
Its: _____
Printed Name: _____

APPROVED AS TO FORM:

Monica Castillo
Interim City Attorney

Contractor's License Number and
Classification

DIR Registration Number

“EXHIBIT A”
SCOPE OF WORK

DEMOLITION, AND REMODEL OF EXISTING BOYS & GIRLS CLUB RESTROOMS

SANTA PAULA BOYS & GIRLS CLUB RESTROOM REMODEL PROJECT

PROJECT LOCATION:

1400 E. HARVARD BLVD. SANTA PAULA, CA 93060

The purpose of this scope of work is to obtain bids for the remodeling of the Boys and Girls Restrooms within the existing Boys & Girls Club facility located adjacent to the gymnasium area. Below are the line items that need cost estimates:

1. Demolition of existing items as follows:

1.01 Flooring:

Remove 2" x 2" ceramic floor tile from existing boys and girls restrooms (331 sq. ft.)
Remove concrete floor slab at existing boys and girls restrooms and corridor (382.5 sq. ft.)
Remove vinyl and sub flooring at corridor (35 sq. ft.)
Remove main water supply piping where present
Remove drainage piping and 2 no. floor drains where present
Remove sewer piping where present

1.02 Walls:

Remove concrete block wall for new vestibule opening (27 sq. ft.)
Remove partition walls (293 sq. ft.)
Remove doors and frames (2 no.)
Remove Formica toilet stall partition system (354 sq. ft.)

1.03 Ceilings:

Remove gypsum board ceilings (382.5 sq. ft.)

1.04 Plumbing:

Remove toilet fixtures (7 no.)
Remove urinal fixtures (2 no.)
Remove sink fixtures (4 no.)
Remove water supply secondary shut off valve (1 no.)
Remove sewer cleanout (1 no.)
Remove water heater located in Janitor Closet (1 no.)

1.05 Electrical:

Remove ceiling mounted fluorescent light fixtures (7 no.)
Remove light sensors (2 no.)
Remove wiring, sockets and switches where present

1.06 HVAC:

Remove supply registers (2 no.)

1.07 Accessories:

Remove built-in paper towel dispensers (2 no.)
Remove wall mounted paper towel dispensers (3 no.)
Remove wall mounted soap dispensers (2 no.)
Remove built-in toilet paper dispensers (2 no.)
Remove wall/partition mounted toilet paper dispensers (5 no.)
Remove toilet seat cover dispensers (7 no.)
Remove wall mounted/fixed mirrors (4 no.)

2. Flooring

2.01 Install new trenches for all required piping. All piping to be wrapped with foam insulation. All trenches to be backfilled with clean soil and compacted to a minimum of 90%. Final grade to match existing grade.

2.02 Install clean sand layer and vapor moisture barrier prior to pouring of new concrete slab at new Restrooms and Vestibule (382.5 sq. ft.).

2.03 Install concrete slab, connect to existing floor slab of facility with epoxied dowels (382.5 sq. ft.).

2.04 Install porcelain floor tile, 12" x 24" anti-slip with 1/8" width grout joints (356.5 sq. ft.) Refer to Exhibit #4 for layout and specifications.

3. Walls

3.01 Install 2 x 8 stud partition wall with 5/8" thick gypsum board type "X" each side at demising wall and infill wall at existing corridor access (138 sq. ft.).

3.02 Install 2 x 4 stud partition wall with 5/8" thick gypsum board type "X" each side at new vestibule, restrooms and furred walls (415 sq. ft.).

3.03 Install plywood backing at all grab bar locations/ADA stalls (4 no. – 2 in each Restroom).

3.04 Install plywood backing at all wall/surface mounted fixture and accessory locations (including: laminate partition systems, sinks, paper towel dispensers, toilet seat dispensers, toilet paper dispensers and baby changing tables). Refer to Exhibit #4 for locations.

4. Ceilings

4.01 Install 5/8" thick gypsum board type "X" at restrooms and vestibule areas (351 sq. ft.).

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

5.01 Install interior metal doors and frames with 2'-10" min width x 7'-0" height (2 no.). Each door to have self-closure hardware, keyed deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate.

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

6.01 Install porcelain wall tile 12" x 24" on entire surfaces with 1/8" width grout (1,057 sq. ft.).

6.02 Install 1/4" width continuous rectangular metal Schluter strips at all exposed corners including framed opening at interior of Vestibule (35.75 lin. ft.).

6.03 Prime and paint all new ceiling areas with min. two coats waterproof paint (351 sq. ft.).

6.04 Prime and paint all doors, frames and trim at vestibule opening gymnasium side only with min. two coats enamel paint (89 sq. ft.).

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

7.01 Install 2' x 4' indirect LED flush light fixtures at new Restrooms (6 no.).

7.02 Install 6" dia. LED flush mount light fixture at Vestibule (1 no.).

7.03 Install electrical wiring and sockets at Restrooms (2 no. sockets – 1 each Restroom).

7.04 Install electrical switches with auto sensors (2 no. – 1 each Restroom).

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

8.01 Install floor mounted porcelain toilet fixtures with auto sensors (6 no. total – 4 no. at Girls, 2 no. at Boys). Contractor to coordinate all requirements for auto sensors.

8.02 Install floor mounted ceramic urinal fixtures at Boys Restroom (2 no.).

8.03 Install wall hung ceramic trough sink (2 no. – 1 each Restroom).

- 8.04** Install wall mounted low flow automatic faucets (4 no. – 2 no. each Restroom). Contractor to coordinate all requirements for auto sensors.
- 8.05** Install integral drain, p trap and pipe covers for ADA compliance (2 no. – 1 no. each Restroom).
- 8.06** Install water main shut off valve and tie into existing water line in Boys Restroom (1 no.).
- 8.07** Install secondary water shut off valve and tie into existing water line in Girls Restroom (1 no.).
- 8.08** Install sewer cleanout and tie into existing sewer line in Girls Restroom (1 no.).
- 8.09** Install floor drains and tie into existing drain line (2 no. – 1 each Restroom).
- 8.10** Install tankless water heater in Janitor Closet (1 no.).
- 8.11** Prior to finishing walls, contractor to coordinate with consultant all rough plumbing locations and verify final height of all plumbing fixtures.

9. HVAC - refer to Exhibit #4 for all specifications

- 9.01** Install supply registers and tie into existing duct system (2 no. – 1 no. each Restroom).
- 9.02** Install return registers and tie into existing duct system (2 no. – 1 no. each Restroom).
- 9.03** Install thermostat and tie into existing HVAC system (1 no.)

10. Fire Sprinklers

- 10.01** Relocate existing fire sprinkler and piping to center of Restrooms (2 no. – 1 each Restroom).

11. Utilities - All utilities in the Restroom Remodel are the contractor's responsibility.

- 11.01** Disconnect utilities from existing Restroom facility.
- 11.02** All utilities to be connected to new restrooms once remodel is completed.
- 11.03** All water connections will need to be flushed prior to connection completion.
- 11.04** Electrical connections are to be 100 amp with new wire pulled to the existing panel located on the interior wall of the Teen Room adjacent to the Lobby.

12. Accessories – to be completed under a separate RFB /refer to Exhibit #4 for all specifications and layout

- 12.01** Install floor and wall mounted laminate bathroom partition system.
- 12.02** Install wall mounted soap dispensers (2 no. – 1 each Restroom).
- 12.03** Install wall mounted paper towel dispensers (2 no. – 1 each Restroom).
- 12.04** Install wall mounted toilet seat cover dispensers (6 no. – 1 at each stall).
- 12.05** Install wall mounted toilet paper dispensers (6 no. – 1 at each stall).
- 12.06** Install wall mounted folding baby changing tables (2 no. – 1 at each Restroom).
- 12.07** Install wall mounted 42' wide x 42" height bevel edge mirrors (2 no. – 1 at each Restroom).
- 12.08** Install ADA compliant grab bars in accessible toilet stalls (4 no. – 2 each Restroom).
- 12.09** Install ADA Restroom signs on Restroom doors (2 no. – 1 each Restroom).
- 12.10** Purchase and place free-standing stainless steel trash cans (2 no. – 1 at each Restroom).

EXHIBIT "B"
PLANS AND SPECIFICATIONS

DRAFT

CONSTRUCTION NOTES

1.

THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2.

UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION), LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED. WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3.

ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS.
4.

ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5.

NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6.

THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE NOTED OR SHOWN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7.

DETAILS, CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8.

NAILING; NAILING NOT SHOWN ON THE PLANS SHALL BE IN ACCORDANCE OF GOVERNING BUILDING CODES.
9.

PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
10.

CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11.

DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
12.

CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13.

CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14.

THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15.

ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT SEAL. CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS.
16.

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
17.

CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18.

NO POTABLE WATER MAY BE USED FOR COMPACTION OR DUST CONTROL PURPOSES IN CONSTRUCTION ACTIVITIES WHERE THERE IS A REASONABLE AVAILABLE SOURCE OF RECLAIMED WATER OR OTHER SUB-POTABLE WATER APPROVED BY THE VENTURA COUNTY HEALTH DEPARTMENT & APPROPRIATE FOR SUCH USE. ORD 3522, SECTION 6(K).
19.

ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. ORD 3522 6(K).
20.

COPPER WATER LINES SHALL BE TYPE "L" MIN. SHOWERS AND TUB-SHOWER COMBINATIONS SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE OR THERMOSTATIC MIXING TYPE. PLUMBING FIXTURES AND PLUMBING FITTINGS SHALL MEET THE FOLLOWING STANDARDS TO ACHIEVE A 20% REDUCTION IN BASELINE USE PER CALIFORNIA GREEN BUILDING STDs.

A. WATER CLOSET=1.28 GALLONS PER FLUSH MAX.

B. SHOWERHEAD=2.0 GPM MAX.

C. LAVATORY FAUCETS=1.5 GPM MAX

D. SINK FAUCETS=1.8 GPM MAX
21.

FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT), ENCLOSED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS,ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS CRC R502.11
22.

AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
23.

AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE LIABILITY FOR ERRORS AND OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL NOT EXCEED ANY FEES PAID TO THE THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS.
24.

ALL DUCT SYSTEMS FOR HVAC ARE TO BE SIZED PER ACCA 29-D (MANUAL D) OR EQUIVALENT. ALL HVAC SYSTEM EQUIPMENT TO BE SELECTED ACCORDING TO ACCA 36-S(MANUAL S) OR EQUIVALENT. ALL HVAC SYSTEMS ARE TO BE INSTALLERS AND TO BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS.

FIRE DEPARTMENT NOTES

1.

INSTALL AUTOMATIC FIRE SUPPRESSION SYSTEM IN ACCORDANCE WITH V.C.F.D. STD. 14-7.1
2.

ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CBC CHAPTER 7A FDP 22
3.

ADDRESS:

(a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.

(b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.

(c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.

BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE).

(d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
4.

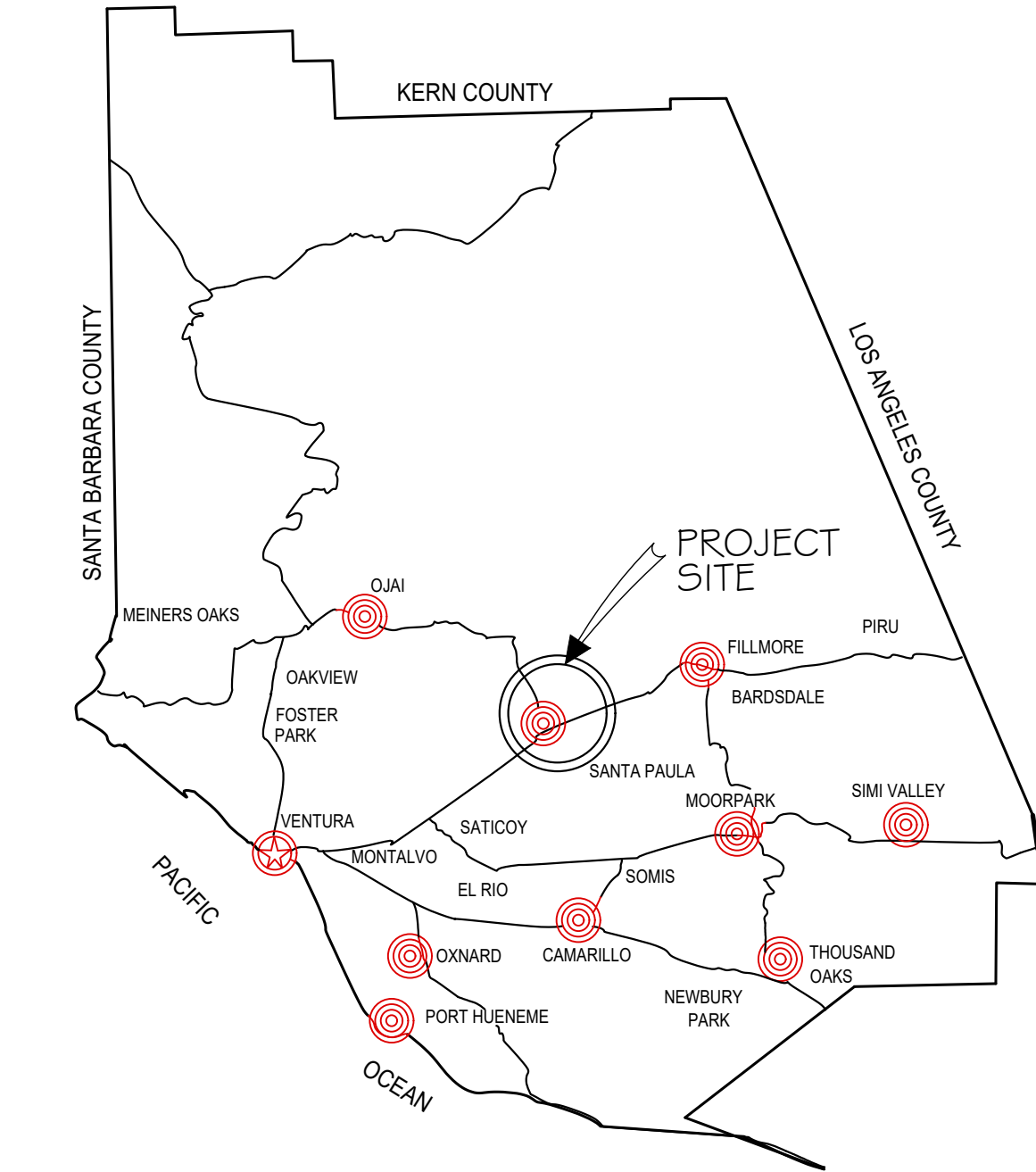
NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522, SECTION 6(L).

SOILS NOTES

1.

SOIL COMPACTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION.
2.

SOIL ENGINEER SHALL INSPECT FOUNDATION PRIOR TO PLACEMENT OF CONCRETE FOR THE FOUNDATION. EVIDENCE OF SUCH INSPECTION SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT FOUNDATION INSPECTION.



VENTURA COUNTY MAP



SHEET INDEX:

#	SHEET	DESCRIPTION	SCALE
1	A 0.0	AERIAL MAP, VICINITY MAP, PROJECT DATA, & GENERAL NOTES	VARIES/AS NOTED
2	A 1.0	EXIST'G SITE PLAN	1" = 10'
3	A 1.1	EXISTING OVERALL BUILDING FLOOR PLAN	$\frac{3}{16}" = 1'-0"$
4	A 1.2	EXISTING TOILET ROOMS FLOOR PLAN	$\frac{1}{8}" = 1'-0"$
5	A 1.3	DEMOLITION PLAN	$\frac{1}{8}" = 1'-0"$
6	A 2.0	PROPOSED FEMALE TOILET ROOM PLAN, INTERIOR ELVATIONS & SCHEDULES	$\frac{1}{8}" = 1'-0"$
7	A 2.1	PROPOSED MALE TOILET ROOM PLAN, INTERIOR ELVATIONS & SCHEDULES	$\frac{1}{8}" = 1'-0"$
8	A 3.1	PROPOSED MEP PLAN	$\frac{1}{8}" = 1'-0"$

PROJECT DATA

PROPERTY OWNER:	CITY OF SANTA PAULA	
OWNER ADDRESS:	1400 EAST HARVARD BLVD. SANTA PAULA, CA 93060	
PROJECT ADDRESS:	SANTA PAULA BOYS & GIRLS CLUB 1400 EAST HARVARD BLVD. SANTA PAULA, CA 93060	
APN:	101-026-041-5	
LOT SIZE:	1.18 ACRES (51,400.8 SQ. FT.)	
ZONING:	IN-INSTITUTIONAL/CIVIC	
FLOOD ZONE:	NA	
BUILDING SQ. FTG.:		
EXISTING BOYS & GIRLS CLUB	GROSS:	NET:
BOYS & GIRLS CLUB BUILDING:	7,668 SQ. FT.	7,668 SQ. FT.
STORAGE CONTAINERS (2 NO. 8' x 20'):	320 SQ. FT.	320 SQ. FT.
COVERED AREA (UNCONDITIONED):	730.5 SQ. FT.	
TOTAL:	8,718.5 SQ. FT.	7,988 SQ. FT.

LOT COVERAGE: 8,718.5/51,400.8 = 17 %

HIGH FIRE SEVERITY ZONE: NO

LEGAL DESCRIPTION: CITY of SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP. BLANCHARD AND BRADLEY TRACT, M.R. BK. 1, PG. 234, GARCIA TRACT, R.S. BK. 3, PG. 6 CASTANOS, MACK TRACT, R.S. BK.4, PG. 44, RANCHO SANTA PAULA Y SATICOY, M.R. BK.A, PG.290. PARCEL NO. 41.

SCOPE OF WORK

REMODEL OF THE EXISTING CITY OF SANTA PAULA BOYS AND GIRLS CLUB TOILET ROOMS. EXISTING TOILET ROOMS TO BE DEMOLISHED AND NEW LAYOUT TO PROVIDE A NEW ENTRY VESTIBULE AND BE FULLY ADA COMPLIANT. DEMOLITION TO INCLUDE ALL PLUMBING, ELECTRICAL, SEWER, DRAIN LINES, VENTS, EXISTING PARTITION WALLS, FLOORS AND CEILINGS.

CONSULTANTS

DESIGN	STRUCTURAL ENGINEER
Robert William Co., LLC P.O. Box 1025 Santa Paula, CA 93061 (805) 625-1144 wmglindsay@gmail.com	Randy Toedter, S.E. P.O. Box 1025 Santa Paula, CA 93061 (805) 625-1144 randy@rwc-llc.com

CIVIL ENGINEER

Wade Lewis, RCE
Robert William Co., LLC.
917 Railroad Ave.
Santa Paula, CA 93061
805-525-6400
wadel.rwc@gmail.com

CODE COMPLIANCE

THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2019 CALIFORNIA RESIDENTIAL CODE (CRC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA ENERGY CODE (CEC) (R101.1(CRC), CALGREEN CODE, AND ALL LOCAL CODES AND ORDINANCES.



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

CONSULTANT:

**SANTA PAULA
BOYS & GIRLS CLUB
RESTROOM
REMODEL**

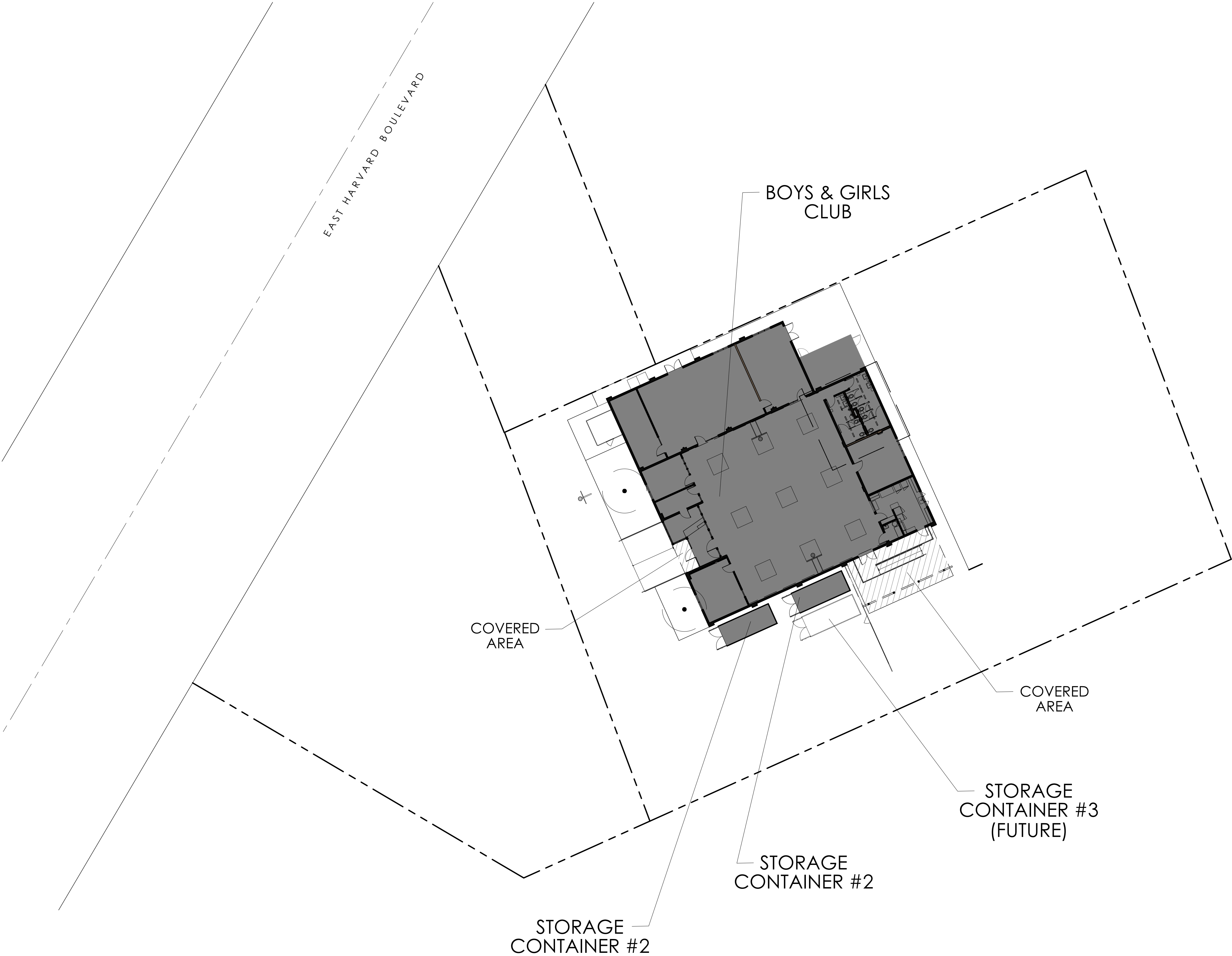
PROJECT:

**CITY OF SANTA PAULA
1400 EAST HARVARD BLVD
SANTA PAULA, CA 93060**

CLIENT:

#	Revision	Date
Scale: A5 NOTED		
Drawn by: CMG		
Date: 04/27/2022		
Job # 10504.033		
Sheet: A0.0		

TITLE SHEET



LEGEND:

- EXISTING BUILDING
- COVERED AREA
- PROPERTY LINE
- EXISTING TREES
- AREA TO BE DEMOLISHED & RENOVATED

EXISTING SITE PLAN



ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
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917 RAILROAD AVENUE - P.O. BOX 1025
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CONSULTANT:

PROJECT:
SANTA PAULA
BOYS & GIRLS CLUB
RESTROOM
REMODEL

CLIENT:
CITY OF SANTA PAULA
1400 EAST HARVARD BLVD
SANTA PAULA, CA 93060

#	Revision	Date

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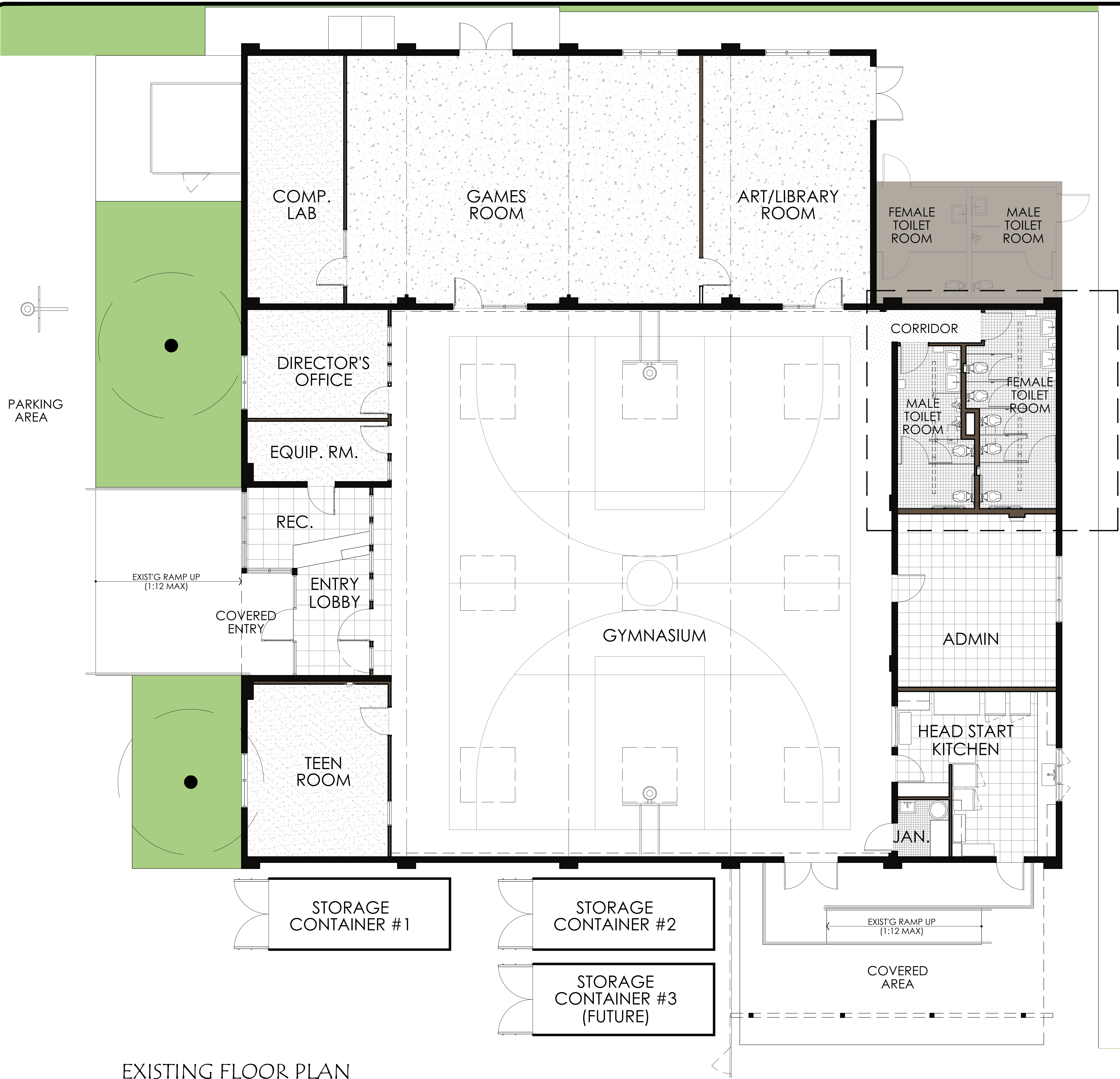
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CMG

Date:
04/27/2022

Job #
10504.033

Sheet:
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EXISTING SITE PLAN



LEGEND:

- POLISHED CONCRETE FLOORS
- CARPET FLOORING
- 18"x 18" SQ. CERAMIC TILE FLOORING
- 2" x 2" SQ. CERAMIC TILE FLOORING
- VINYL TILE FLOORING
- CITY OPERATED PUBLIC TOILETS
- PLANTERS
- EXISTING ROOF OVERHANG
- EXISTING TREES
- AREA TO BE DEMOLISHED & RENOVATED



ROBERT WILLIAM COMPANY
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PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
SANTA PAULA
BOYS & GIRLS CLUB
RESTROOM
REMODEL

CLIENT:
CITY OF SANTA PAULA
1400 EAST HARVARD BLVD
SANTA PAULA, CA 93060

#	Revision	Date

Scale: AS NOTED

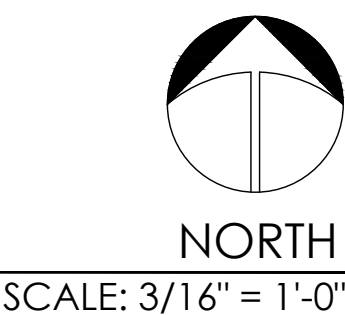
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Date: 04/27/2022

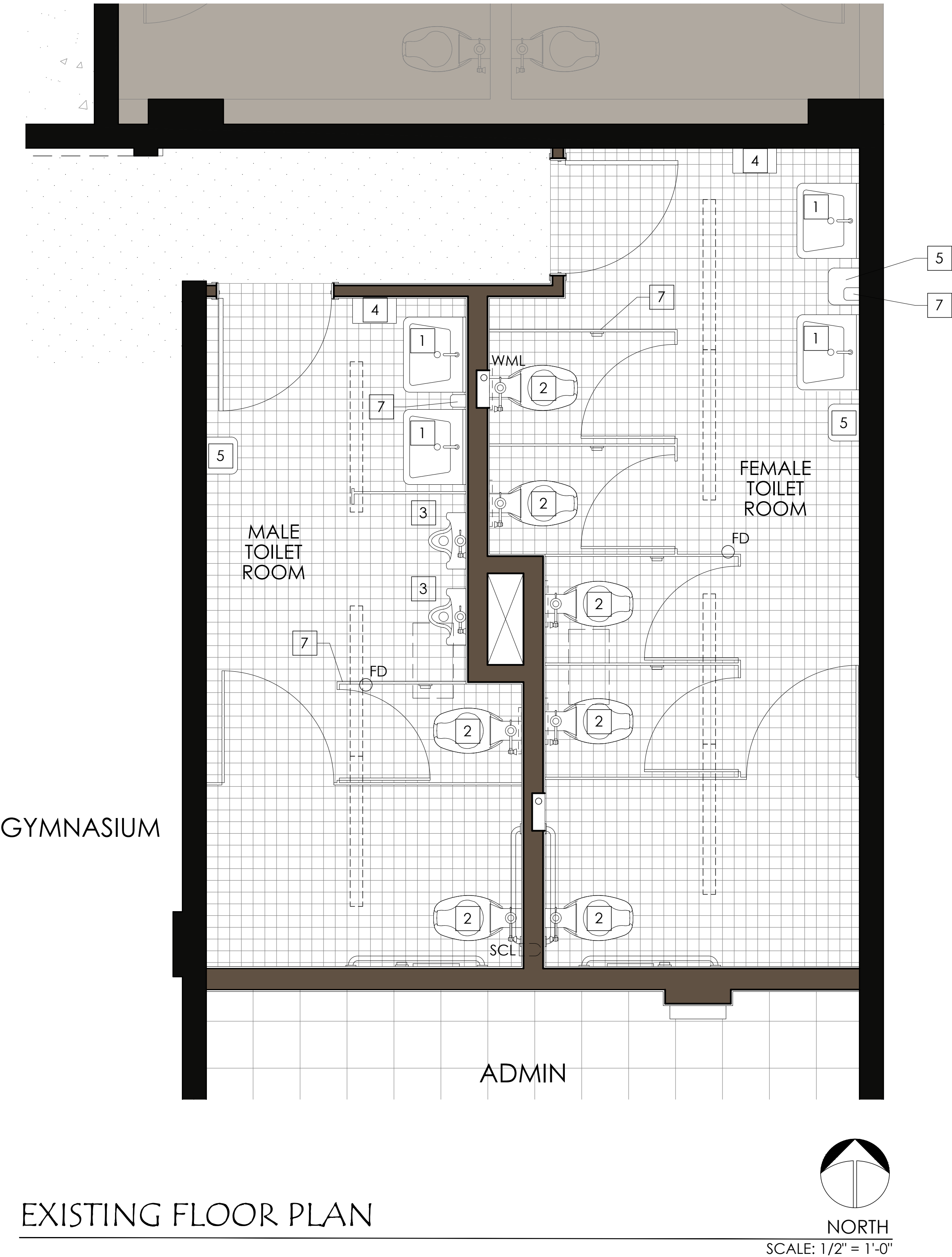
Job # 10504.033

Sheet: A1.1

EXISTING FLOOR PLAN



EXISTING FLOOR PLAN



LEGEND:

- EXISTING CONC. BLK. WALLS
- EXISTING 2 x STUD WALLS
- EXISTING WALLS TO BE REMOVED

KEYNOTES:

- 1 CERAMIC SINK
- 2 CERAMIC TOILET
- 3 CERAMIC URINAL
- 4 WALL MOUNTED PLASTIC PAPER TOWEL ROLL DISPENSER
- 5 WALL MOUNTED ST. ST. COMBO PAPER TOWEL & TRASH CAN
- 6 WALL MOUNTED ST. ST. TOILET SEAT COVER DISPENSER
- 7 SINK MOUNTED PLASTIC SOAP DISPENSER
- 8 3/4" THK. FORMICA WALL PARTITIONS AND DOORS (TYP.)
- 9 LIGHT FIXTURES
- 10 HVAC REGISTERS
- GRAB BARS



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

CONSULTANT:

PROJECT:
SANTA PAULA
BOYS & GIRLS CLUB
RESTROOM
REMODEL

CLIENT:
CITY OF SANTA PAULA
1400 EAST HARVARD BLVD
SANTA PAULA, CA 93060

#	Revision	Date

Scale:
AS NOTED

Drawn by:
CMG

Date:
04/27/2022

Job #
10504.033

Sheet:

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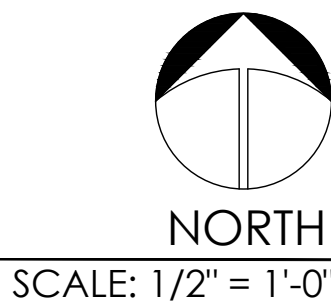
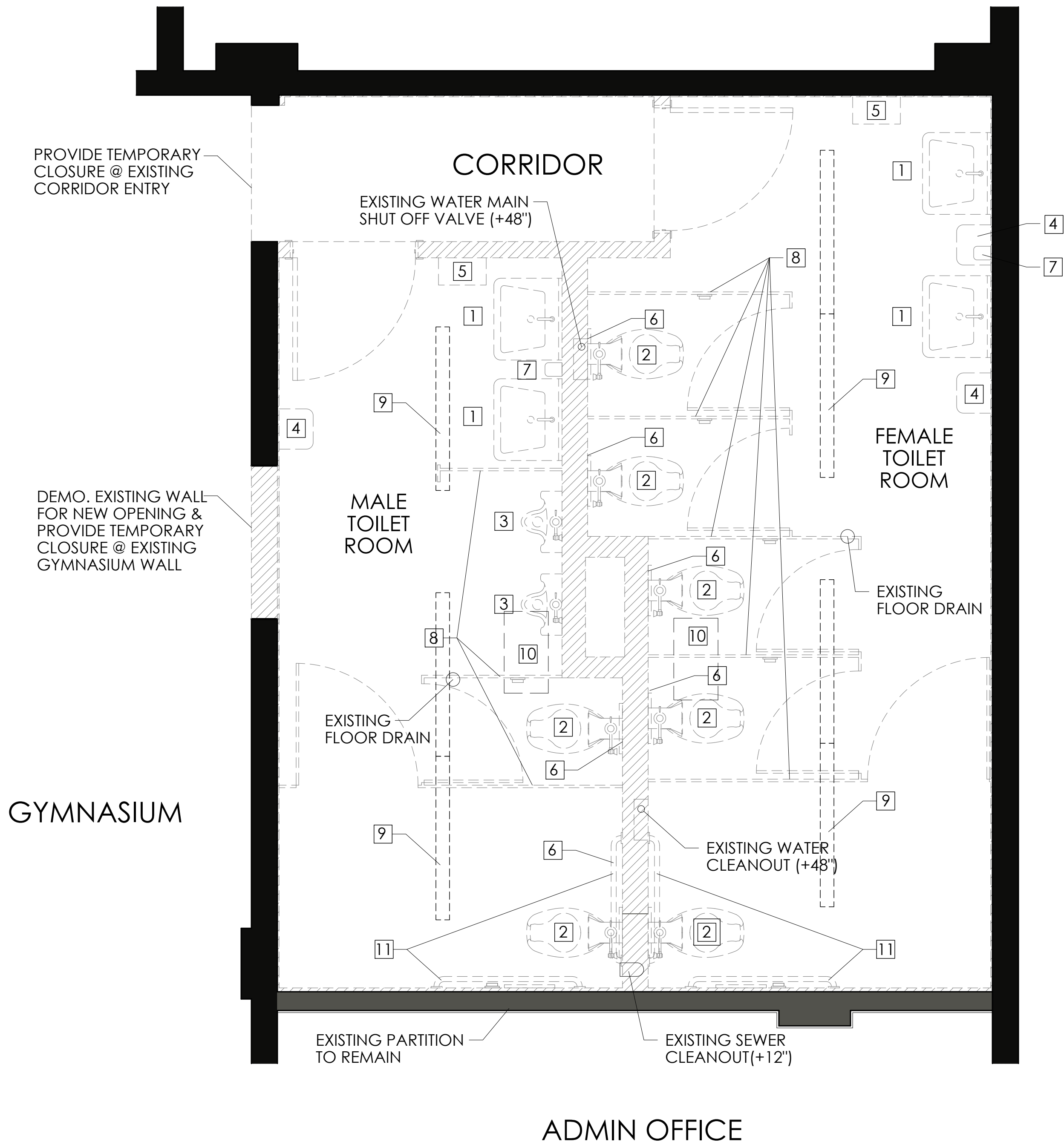
EXISTING TOILET ROOM FLOOR PLAN

LEGEND:

- EXISTING CONC. BLK. WALLS
- EXISTING 2 x STUD WALLS
- EXISTING WALLS TO BE REMOVED

KEYNOTES:

- CERAMIC SINK
- CERAMIC TOILET
- CERAMIC URINAL
- WALL MOUNTED PLASTIC PAPER TOWEL ROLL DISPENSER
- WALL MOUNTED ST. ST. COMBO PAPER TOWEL & TRASH CAN
- WALL MOUNTED ST. ST. TOILET SEAT COVER DISPENSER
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- 3/4" THK. FORMICA WALL PARTITIONS AND DOORS (TYP.)
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DEMOLITION PLAN



ROBERT WILLIAM COMPANY
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CONSULTANT:

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BOYS & GIRLS CLUB
RESTROOM
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1400 EAST HARVARD BLVD
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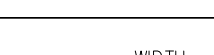
Drawn by:
CMG

Date:
04/27/2022

Job #
10504.033

Sheet:
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DOOR SCHEDULE																					DOOR TYPE	
#	DOOR SIZE WIDTH HEIGHT		ROUGH OPENING WIDTH HEIGHT		LOCATION	TYPE	STYLE	THKNS	MTL	FINISH	COLOR	HDR	JAMB	THR	HDWR	LOCK	CLSR	HINGE DIR	GLASS	TEMP.	REMARKS	
01	3'-0"	7'-0"	3'-1 1/2"	7'-1"	MALE TOILET	A	SLAB	1 3/8"	MTL	PAINT	BLUE	Y	Y	N	Y	N	Y	L	NA	NA	PUSH/PULL W/PUSH PLATE & KICK PLATE	
02	3'-0"	7'-0"	3'-1 1/2"	7'-1"	FEMALE TOILET	A	SLAB	1 3/8"	MTL	PAINT	BLUE	Y	Y	N	Y	N	Y	L	NA	NA	PUSH/PULL W/PUSH PLATE & KICK PLATE	

PLUMBING FIXTURE SCHEDULE													 A STANDARD DOOR	
#	TYPE	QTY	MANUFACTURER	MODEL #	SPECS	COLOR	CW	HW	PIPE CONNECTION SIZES			GAS	REMARKS	
									5/8 W	VENT	TRAP			
(P01)	TANKLESS WATER HEATER	1	NORITZ	EZ111	GQ-C3260W-FF US .95 UNIF. E. FACTOR	WHITE	3/4"	3/4"	-	1/2"	-	1/2"	MIN. 18,000 TO MAX 199,900 BTU/H.0.5 TO 11.1 GPM. TO BE LOCATED IN JANITOR CLOSET	
(P02)	TROUGH SINK HANDS FREE FAUCET HANDS FREE SOAP DISP.	2	WS COLLECTION KOHLER	COLLECTION UNLIMITED 90 MEMOIRS STATELY K-111838	#90.00 NO FAUCET HOLE K-11842 VALVE*	CER WHITE BR NICKEL	1/2"	1/2"	2"	1 1/2"	1 1/2"	-	ADA COMPLIANT W/ PUSH WASTE TRAP WSBCF#3991 EROCORATIVE TRAP WSBCE#3922 *FAUCET SENSOR IS HARD WIRED	
(P03)	WATER CLOSET	6	AMERICAN STANDARD	HURON #3314001.020	1.28/1.6 GPF HET	WHITE	1 1/2"	-	3"	2"	1 1/2"	-	FLOOR MOUNT W/ AUTO SENSOR VALVE VITREOUS CHINA	
(P04)	URINAL	2	AMERICAN STANDARD	STALL BROOK #640001	.5/1.00 GPF	WHITE	3/4"	-	3"	2"	1 1/2"	-	VITREOUS CHINA	
													FEMALE TO	

- 1 TROUGH CERAMIC SINK - WALL HUNG
ADA COMPLIANT (48" WIDTH) W/2 NO.
WALL MOUNTED "HANDS FREE" -
MATIC FAUCETS
- 2 FLOOR MOUNTED CERAMIC TOILET
LOW FLOW & W/AUTO FLUSH
- 3 CERAMIC URINAL
- 4 WALL MOUNTED MIRROR
- 5 WALL MOUNTED PLASTIC
PAPER TOWEL ROLL DISPENSER
- 6 MIRROR MOUNTED "HANDS FREE"
SOAP DISPENSER (ABOVE SINK)
- 7 WALL MOUNTED STAINLESS STEEL
DUAL TOILET PAPER DISPENSER
- 8 WALL MOUNTED STAINLESS STEEL
TOILET SEAT COVER DISPENSER
- 9 WALL MOUNTED BABY CHANGING
TABLE (PLASTIC FOLDING TYPE)
- 10 3/4" THK. FORMICA STALL DIVIDER PAR-TITION
AND DOORS (TYP.)

1. ALL ACCESSORIES TO HAVE 2 x BLOCKING INCLUDING:
ADA GRAB BARS
TOILET PAPER DISPENSERS
PAPER TOWEL DISPENSERS
TOILET SEAT DISPENSERS
BABY CHANGING TABLES
2. ALL FORMICA STALL DIVIDER PARTITIONS TO HAVE 2 x
BLOCKING @ WALLS WHERE ATTACHMENT IS REQUIRED.
3. NEW CONCRETE FLOORS TO SLOPE TO CENTER FLOOR DRAINS.



FEMALE TOILET ROOM PLAN, INTERIOR ELEVATIONS & SCHEDULES

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

CONSULTANT:

PROJECT:
**SANTA PAULA
BOYS & GIRLS CLUB
RESTROOM
REMODEL**

CLIENT:

CITY OF SANTA PAULA
1400 EAST HARVARD BLVD
SANTA PAULA, CA 93060

#	Revision	Date

Scale:
 $1/2" = 1'-0"$

Drawn by:
 CMG

Date:
 04/27/2022

Job #
 10504.033

Sheet:

A2.1

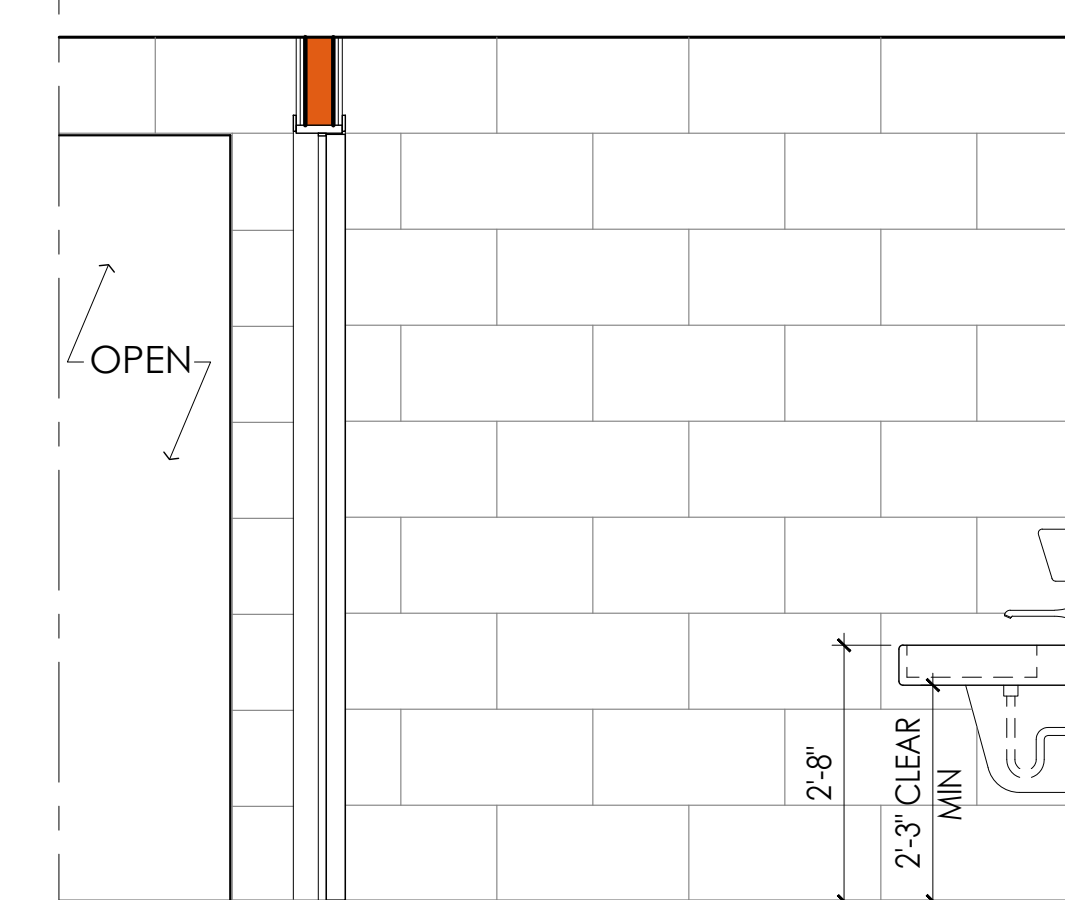
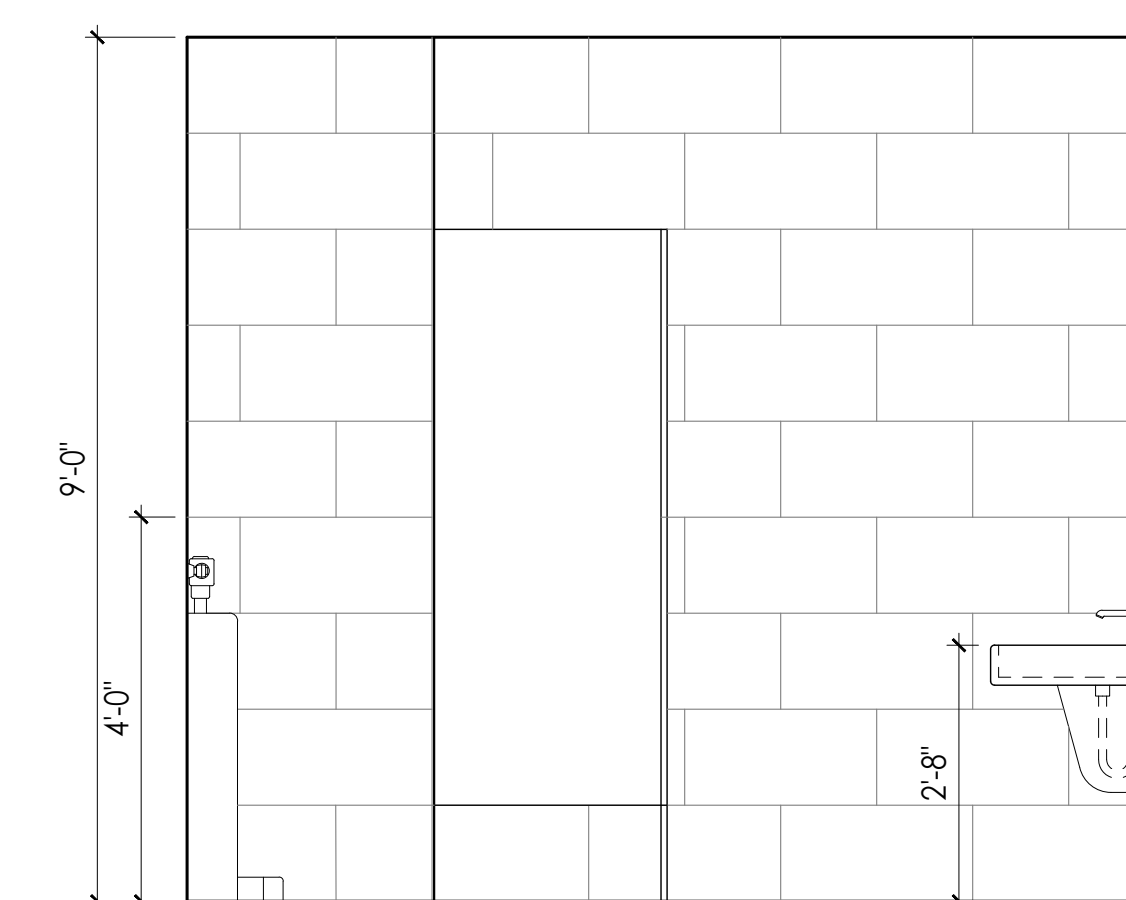
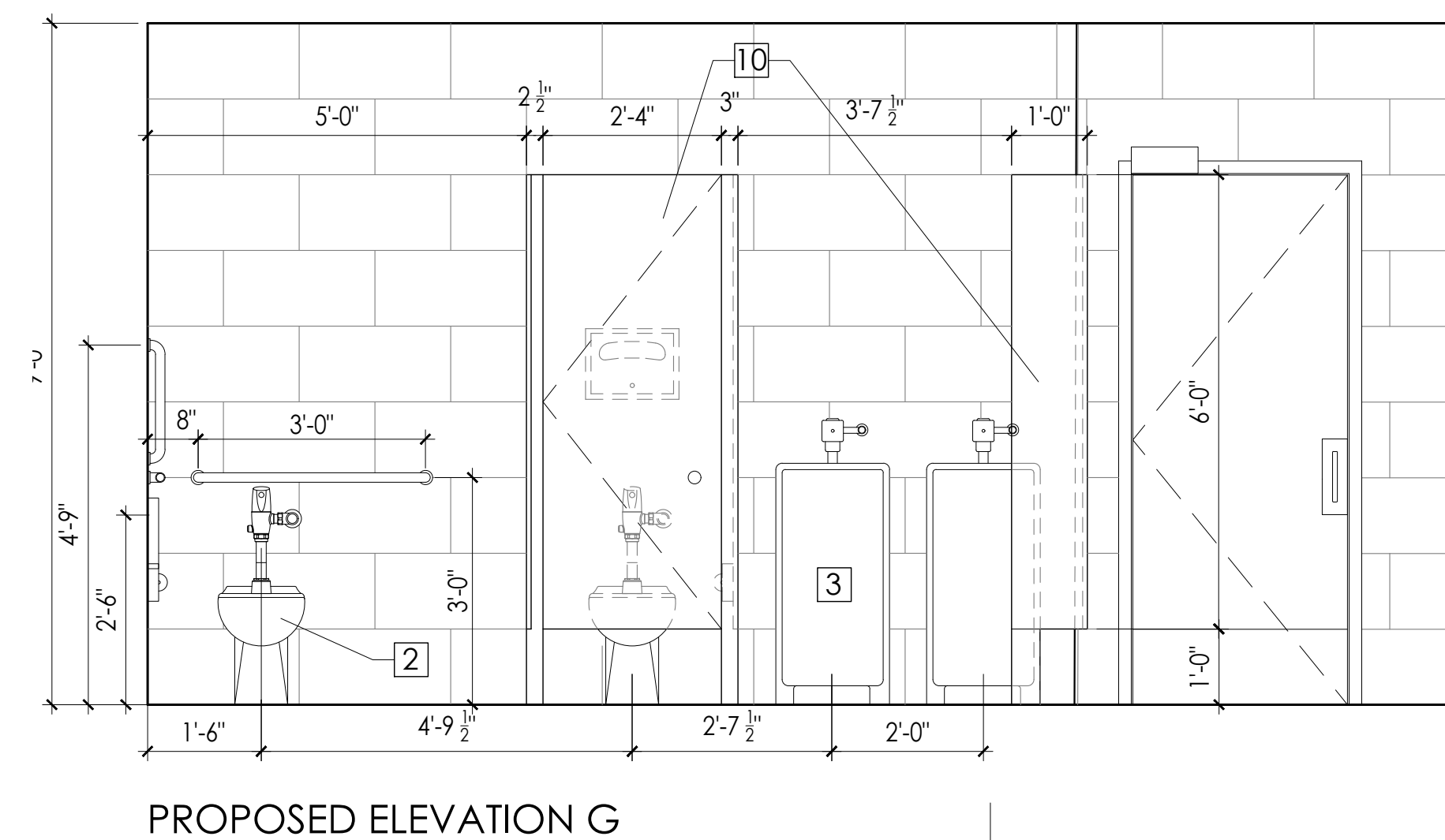
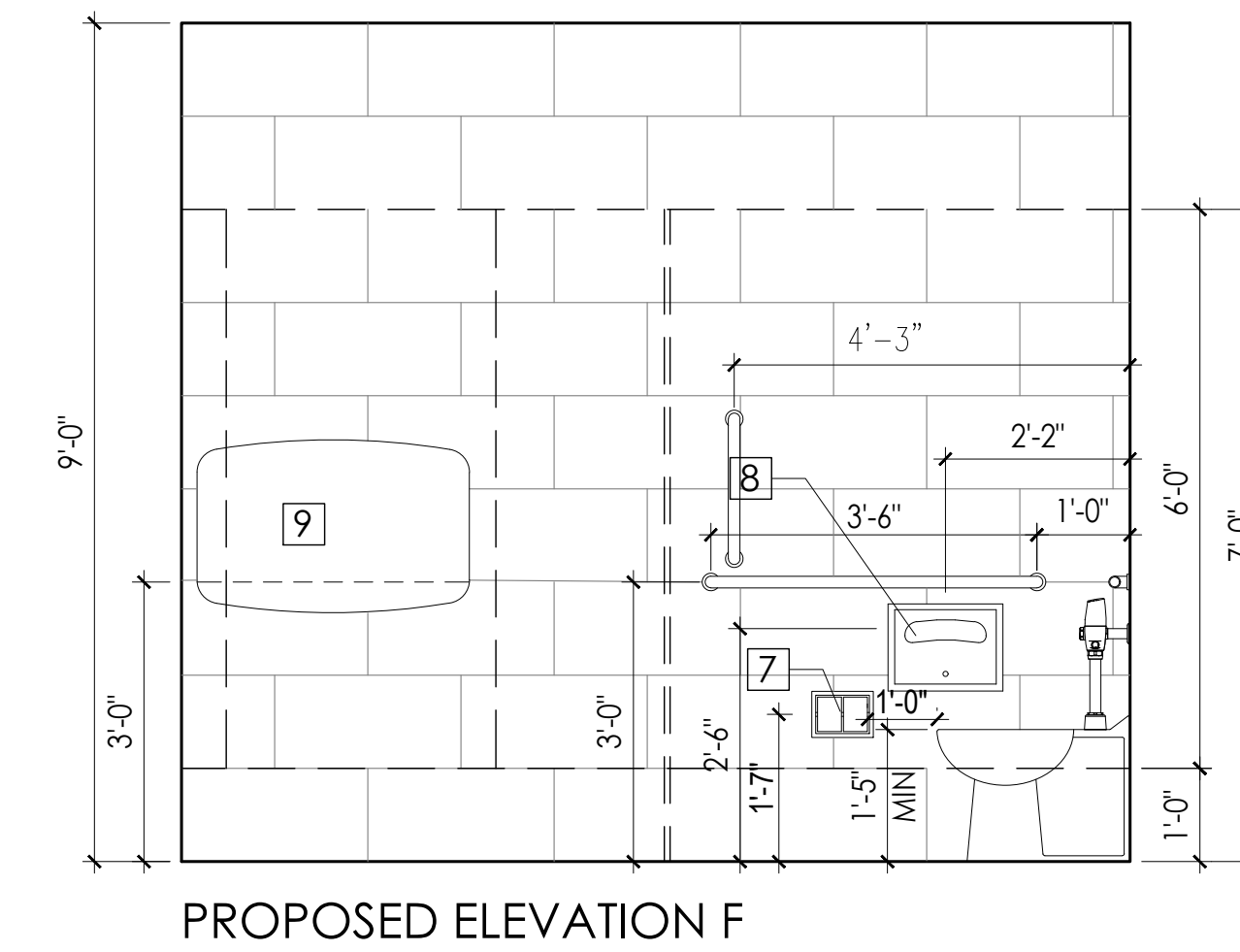
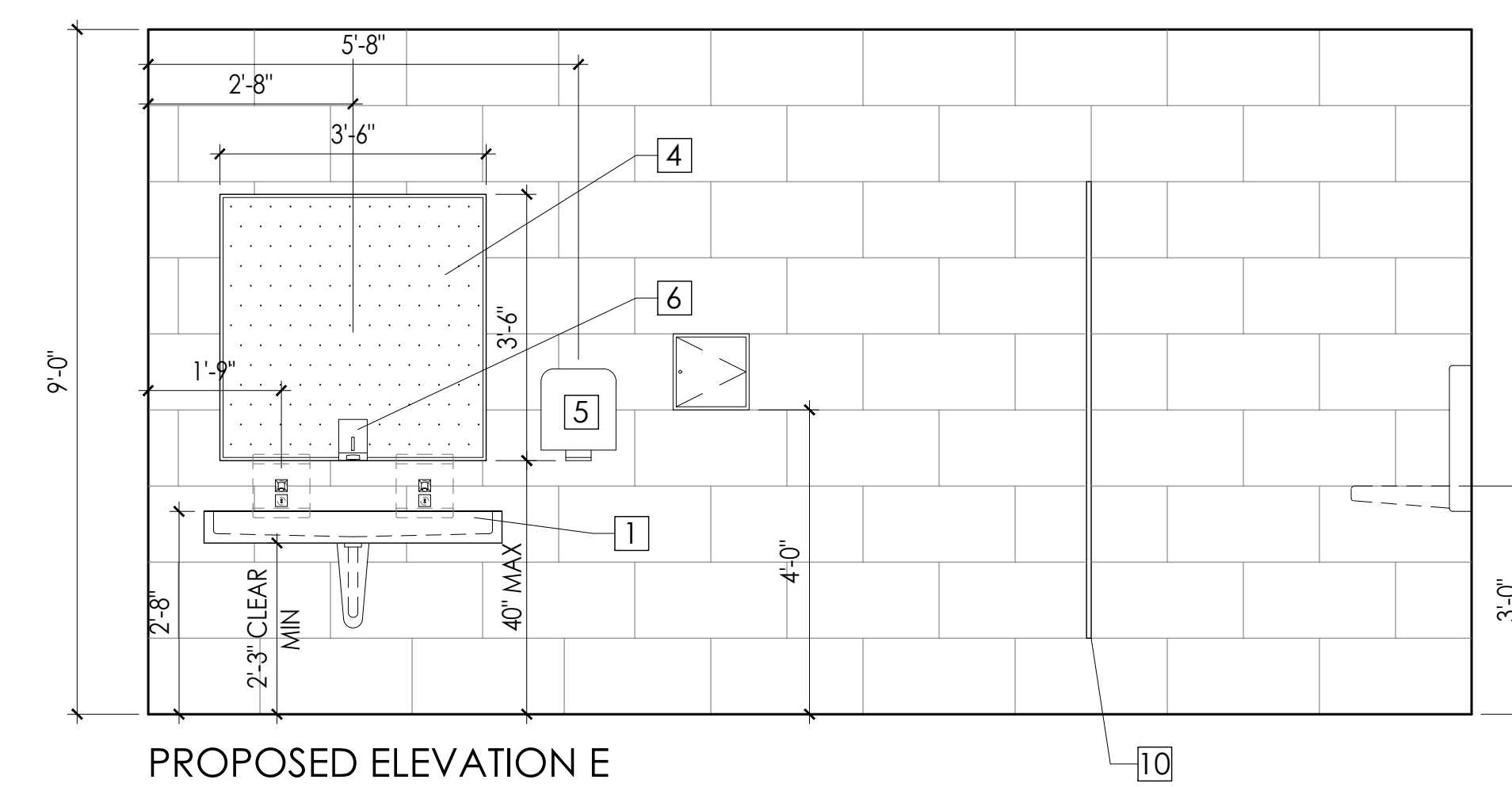
 EXISTING CONC. BLK. WALLS TO REMAIN
 EXISTING PARTITION WALLS TO REMAIN
 NEW 2 x 8 INTERIOR PARTITION WALLS
 NEW 2x4 INTERIOR PARTITION WALLS
 MIRROR

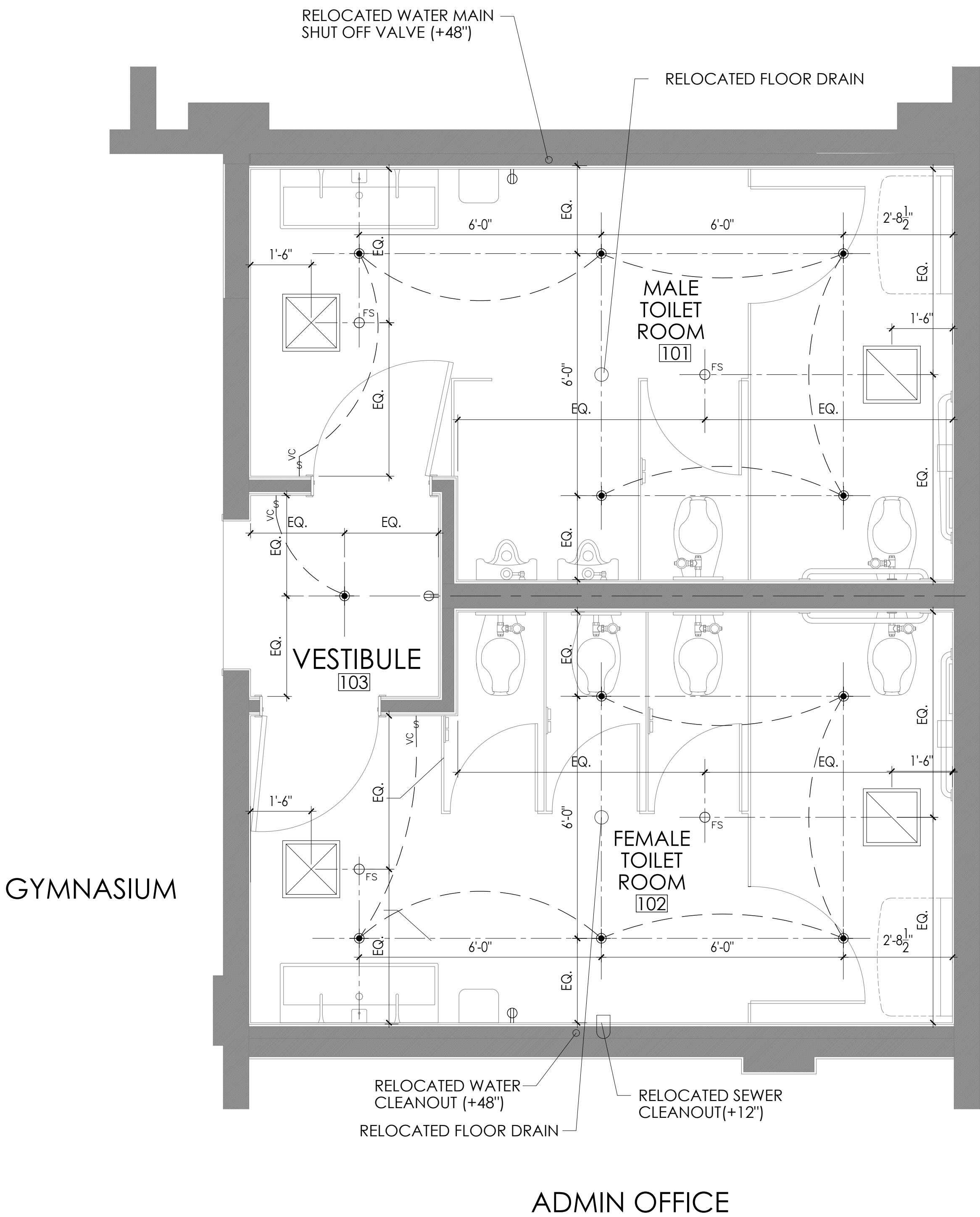
- 1 TROUGH CERAMIC SINK - WALL HUNG ADA COMPLIANT (48" WIDTH) W/2 NO. WALL MOUNTED "HANDS FREE" - MATIC FAUCETS
- 2 FLOOR MOUNTED CERAMIC TOILET LOW FLOW & W/AUTO FLUSH
- 3 CERAMIC URINAL
- 4 WALL MOUNTED MIRROR
- 5 WALL MOUNTED PLASTIC PAPER TOWEL ROLL DISPENSER
- 6 MIRROR MOUNTED "HANDS FREE" SOAP DISPENSER (ABOVE SINK)
- 7 WALL MOUNTED STAINLESS STEEL DUAL TOILET PAPER DISPENSER
- 8 WALL MOUNTED STAINLESS STEEL TOILET SEAT COVER DISPENSER
- 9 WALL MOUNTED BABY CHANGING TABLE (PLASTIC FOLDING TYPE)
- 10 3/4" THK. FORMICA STALL DIVIDER PARTITION AND DOORS (TYP.)

1. ALL ACCESSORIES TO HAVE 2 x BLOCKING INCLUDING:
ADA GRAB BARS
TOILET PAPER DISPENSERS
PAPER TOWEL DISPENSERS
TOILET SEAT DISPENSERS
BABY CHANGING TABLES
2. ALL FORMICA STALL DIVIDER PARTITIONS TO HAVE 2 x BLOCKING @ WALLS WHERE ATTACHMENT IS REQUIRED.
3. NEW CONCRETE FLOORS TO SLOPE TO CENTER FLOOR DRAINS.

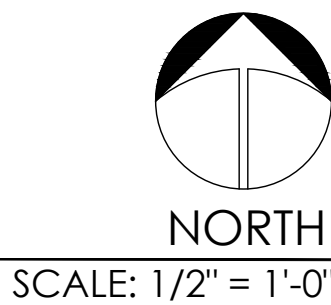


ACCESSORIES SCHEDULE							
#	TYPE	QTY	MANUFACTURER	MODEL #	SPECS	COLOR	REMARKS
A01	AUTOMATIC LIQUID SOAP DISPENSER	2	ALPINE	ALP 421-GRY	SURFACE-MOUNTED	GREY	ADA COMPLIANT, MOUNT ON MIRROR, KEYED REFILL, STD LIQUID SOAP, BATTERY OPERATED
A02A	AUTOMATIC HAND DRYER	2	BOBRICK	INSTADRY #B7125	SURFACE-MOUNTED	ST. STEEL	ADA COMPLIANT, MOUNT @ 40" HT. 110V-240V
A02B	ROLL PAPER TOWEL DISPENSER	2	GEORGIA PACIFIC	SOFTPULL #S8204	SURFACE-MOUNTED	TRANSLUCENT WHITE	
A03	WALL & PARTITION MOUNTED TOILET PAPER DISPENSER	6	BOBRICK	TRIMLINE SERIES #B3588	SURFACE-MOUNTED	ST. STEEL	
A04	WALL & PARTITION MOUNTED TOILET SEAT COVER DISPENSER	6	BOBRICK	CLASSIC SERIES #B221	SURFACE-MOUNTED	ST. STEEL	
A05	WALL & PARTITION MOUNTED SANITARY BIN	4	BOBRICK	TRIMLINE SERIES #B35139	SURFACE-MOUNTED	ST. STEEL	
A06	CHANNEL FRAME TEMPERED GLASS MIRROR - 42" W x 42" HT	2	BOBRICK	#B16S84242	SURFACE-MOUNTED	ST. STEEL	
A07	ADA GRAB BAR 42" LENGTH	2	BOBRICK	#B6806	SURFACE-MOUNTED	ST. STEEL	
A08	ADA GRAB BAR 36" LENGTH	2	BOBRICK	#B6806	SURFACE-MOUNTED	ST. STEEL	
A09	ADA GRAB BAR 18" LENGTH	2	BOBRICK	#B6806	SURFACE-MOUNTED	ST. STEEL	
A10	BABY CHANGING TABLE	2	KOALACARE	KB-200-05	SURFACE-MOUNTED	WHITE GRANITE	INJECTION MOLDED POLYPROPYLENE, FOLD DOWN TYPE
A11	OPEN TOP 21 GALLON TRASH CAN - 18" DIA. x 30" HT.	2	SIMPLE HUMAN	#H7953	FREE STANDING/LOOSE	ST. STEEL	





MEP PLAN



MEP LEGEND:

- 110 V SINGLE SWITCH
- 110 V SINGLE SWITCH W/ VACANCY SENSOR
- 110 V DUPLEX OUTLET "AFCI" & TAMPER RESISTANT
- 110 V RECESSED LED CEILING FIXT. 4" CAN W/TRIM (MIN. 40 LUMENS P/WATT, 4 BLUB PIN TYPE)
- HVAC SUPPLY REGISTER
- HVAC RETURN REGISTER
- FIRE SPRINKLER – FLUSH MOUNT

ELECTRICAL NOTES:

- PROVIDE ELECTRICAL SYSTEM GROUND PER N.E.C. ART. 210–8.
- ELECTRICAL OUTLETS SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 210–52.
- LIGHTING FIXTURES CONTROLLED BY A WALL SWITCH SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 410–8.
- ALL OUTLETS (RECEPTACLES, LIGHTS, ETC.) TO BE "AFCI" (ARC–FAULT CIRCUIT INTERRUPTER) TYPE. (CEC SECTION 210.12).
- THE DISCHARGE POINT FOR AIR SHALL BE AT LEAST 3 FEET FROM ANY OPENING WHICH ALLOWS AIR ENTRY INTO OCCUPIED PORTIONS OF THE BUILDING PER U.B.C. 1203.3.
- PER N.E.C. ART 210–11(c)3, BATHROOM CIRCUITING SHALL BE EITHER:
 - A) A 20 AMPERE CIRCUIT DEDICATED TO THE BATHROOM, OR
 - B) AT LEAST ONE 20 AMPERE CIRCUIT SUPPLYING ONLY BATHROOM RECEPTACLE OUTLETS.
- ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH–EFFICIENCY LUMINAIRES IN ACCORDANCE WITH THE C.E.C. TABLE 150.0–A.



ROBERT WILLIAM COMPANY
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 SANTA PAULA, CA 93061
 PHONE: (805) 525-6400 FAX: (805) 933-8040

CONSULTANT:

PROJECT:
 SANTA PAULA
 BOYS & GIRLS CLUB
 RESTROOM
 REMODEL

CLIENT:
 CITY OF SANTA PAULA
 1400 EAST HARVARD BLVD
 SANTA PAULA, CA 93060

#	Revision	Date

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Drawn by:	CMG
Date:	04/27/2022
Job #	10504.033
Sheet:	A3.1

MEP PLAN

EXHIBIT "C"

**CERTIFICATION
LABOR CODE - SECTION 1861**

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

EJS CONSTRUCTION, INC.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "D"

BONDS

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

DRAFT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate)

Title _____

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

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

(Corporate Seal)

Surety

By_____

Attorney-in-Fact

Title_____

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

DRAFT

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: TRAFFIC SIGNAL MAINTENANCE WORK ORDER FOR YUNEX, LLC

Date: October 5, 2022

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Maintenance Work Order #43A to the Traffic Signal Maintenance contract with Yunex, LLC for the maintenance and repair of City traffic signals.

BACKGROUND:

The City of Santa Paula has 16 signalized intersections in town. Each intersection consists of a system of traffic signal poles, lights, controller cabinets and vehicle detection systems. Of these 16 intersections, 4 are maintained by Caltrans, and 12 are maintained by the City. The City-maintained intersections include:

- Faulkner Rd. and Peck Rd.
- Peck Rd. and Harvard Blvd / Main St.
- Steckel Dr. and Harvard Blvd.
- Craig Dr. and Harvard Blvd.
- Palm Ave. and Harvard Blvd.
- Olive St. and Harvard Blvd
- 8th St. and Harvard Blvd.
- 12th St. and Harvard Blvd.
- Mill St. and Main St.
- 12th St. and Main St.
- Palm Ave. and Main St.
- 8th St. and Main St.

The nature of traffic signal operation and maintenance requires specialized knowledge of traffic operations, signal timing, and vehicle detection, with the ability to make adjustments according to traffic volumes and changes in traffic patterns at various times of the year. Routine maintenance may include adjustment of signal timing, replacement of signal controller components, back-up batteries, pedestrian push buttons, traffic lights, and vehicle detection loops. More significant repairs may be required following vehicle collisions with traffic signal poles, controllers and mast arms, which can be costly and time-consuming to contract maintenance budgets. Generally, the repair or replacement of traffic signal components is a specialized trade requiring trained staff to perform. The City does not have signal technicians or repair personnel on staff with these qualifications, and must contract with a qualified company for such services.

The City and Republic Electric entered into a Maintenance Agreement for Services, dated June 19, 2006 ("Agreement") for monthly traffic signal maintenance services. Since then, the term of the Agreement was extended to June 19, 2024 and Republic Electric has changed its name to Yunex, LLC ("Yunex"), a subsidiary of Siemen Mobility, Inc.

ANALYSIS:

Currently Yunex is assisting the City with the traffic signal maintenance at twelve (12) locations. Staff is requesting the addition of two new locations via Work Order #43A. These locations are at Santa Paula Street and Hallock Drive and Telegraph Road and Hallock Drive. These locations are part of the Harvest Community Facilities District (CFD) with the City of Santa Paula.

Additionally, staff is requesting an increase of \$11,555.35 in the budgetary allocation for the traffic signal maintenance for any extraordinary work that may need to take place for vehicle damage-related repairs and other emergency responses.

Council authorization is necessary because Work Order #43A will result in total costs that exceed the City Manager's \$50,000 approval authorization by \$14,387.35. This amount will pay for (1) monthly maintenance of the two additional locations, (2) a \$10,000 contingency for extraordinary work, and (3) two invoices from Yunex (\$1,555.35 total) for unforeseen emergency repairs not budgeted in last year's Work Order.

STRATEGIC PLAN:

The approval of this agenda item does not directly address the strategic goals within the City's adopted Strategic Plan.

FISCAL IMPACTS:

The Maintenance Work Order #43A will be funded from State Gas Tax (account number 280-5-5022-222) for \$10,000.00 and the CFD (account number 504-5-6002-222) in the amount of \$2,832.00 with the approved City Budget for FY 2022-2023. In addition, the Work Order includes payment for two invoices totaling \$1,555.35 funded from State Gas Tax (account number 280-5-5022-222) that exceeded the contract amount for last fiscal year and need to be paid this fiscal year. Both invoice amounts are included in Work Order #43A and Yunex's incorporated proposal (Exhibit A). The total contract amount (i.e. work orders issued pursuant to the Agreement for FY 2022-2023) of \$64,303.35 exceeds the \$50,000 City Manager authority.

OPTIONS:

The Council has the following available alternative options to Staff's recommendations:

1. Do not authorize the City Manager to execute Maintenance Work Order #43A to the Agreement, but request Staff to negotiate further with Yunex and return with a revised proposal. This action will postpone critically needed emergency services associated with any extraordinary work that may take place for knockouts and the maintenance services for the CFD.
2. Direct staff to pursue a new Request for Bids for a new traffic signal maintenance contract inviting other contractors to submit for Council review and consideration at a

future public meeting. This action will result in the same consequences anticipated in Option 1.

ATTACHMENTS:

[Exhibit A - Yunex LLC - Work Order #43A and proposal.pdf](#)

EXHIBIT A

Yunex LLC Work Order #43A and proposal

MAINTENANCE WORK ORDER # 43A

Issued under **MAINTENANCE AGREEMENT FOR SERVICES**, dated **June 19, 2006** and was amended to **June 19, 2024**

Project Name: Annual Traffic Signal Maintenance - FY 2022/2023 – Additional emergency callouts for extraordinary work and two additional locations.
Project Number:
Contractor Name: Yunex LLC
Vendor Number: 016027
Contract Number:
Account Number: 280-5-5022-222 and 504-5-6002-222
Date Prepared: September 27, 2022

Description of Services to be performed by Contractor under this Work Order:

Yunex LLC is requesting additional funding to be added to the maintenance contract to cover cost for additional callouts for extraordinary work and two invoices for unforeseen emergency repairs not budgeted in last year's work order. Also included is two new intersections locations (Hallock Drive and Telegraph and Hallock Drive and Santa Paula Street). Please see additional information on the proposals attached (Exhibit A).

Time for Completion:

The Contractor shall complete on June 30, 2023.

Cost Estimate:

Work Order No.43A will not exceed \$11,555.35 and will be expensed to 280-5-5022-222 and \$2,832.00 will be expensed from 504-5-6002-222.. This project shall be completed on a time and materials basis in accordance with the Standard Maintenance Agreement for Services dated June 19, 2006.

CONSULTANT/CONTRACTOR

Michael Hutchens,,
Siemen Mobility, Inc.

Date

Joshua Ferras,
Service Account Manager

Date

Recommended/Approved By:

Clete Saunier,
Public Works Director

Date

Dan Singer
City Manager

Date

Christy Ramirez,
Finance Director

Date

September 29, 2022

Ruth Juanes
City of Santa Paula
113 N. Mill Street
Santa Paula, CA 93060

RE: 2022 FY - Additional Funds

Dear Ms. Juanes:

Yunex LLC would like to request additional funding be added to our maintenance contract in the amount below. This will account for additional extraordinary work that may need to take place for knockdowns and other emergency response calls that make take place and will cover the remaining past due balance for previous invoices left unpaid.

TOTAL: \$11,555.35

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this _____ day of _____, 2022.

Thank you,

YUNEX LLC



Joshua Ferras

Service Project Manager

City of Santa Paula

By: _____

Title: _____

September 13, 2022

Ruth Juanes
City of Santa Paula
113 N. Mill Street
Santa Paula, CA 93060

RE: Additional intersection monthly maintenance; Hallock Dr & Telegraph Rd and Hallock Dr & Santa Paula St

Dear Ms. Juanes:

Yunex LLC offers to add the two locations listed below to our monthly routine maintenance list. The preventative maintenance performed will be in adherence with our current contract and associated responsibilities. The below listed price includes monthly and annual cost for the two additional locations.

<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total</i>
<i>Monthly Maintenance Signalized Intersections</i>				
Hallock Dr & Telegraph Rd	12	MO	\$118.00	\$1,416.00
Hallock Dr & Santa Paula St	12	MO	\$118.00	\$1,416.00
Total				\$2,832.00

Sincerely,

YUNEX LLC



Joshua Ferras

Service Project Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: 2021-2023 CITY COUNCIL STRATEGIC PLAN PROGRESS REPORT

Date: October 5, 2022

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends City Council:

1. Receive a progress report on the Council's Strategic Plan and direct staff to take additional or related action that may be desirable.
-

BACKGROUND:

On June 16, 2021, City Council adopted a new 2-Year Strategic Plan after a thorough and extensive process which included feedback and input from City Council, executive staff and public input via several public workshops. The purpose of this endeavor was to identify community challenges and develop a timeline to solve these opportunities as defined by the Council and City staff.

The 2021-2023 Strategic Plan (the "Plan") contains the following key components:

Vision Statement

The City of Santa Paula is an innovative and collaborative organization delivering exceptional services that enhance a sustainable and vibrant community where residents, families, and businesses can thrive.

Mission Statement

The City of Santa Paula is committed to providing and continually creating a safe, sustainable, and innovative place to live, work and thrive.

Core Values

Innovation - We consistently apply better solutions and approaches to improve how we work with each other and serve our community.

Collaboration/Teamwork - We are active and connected individuals and teams working together to advance our goals and achieve success.

Diversity/Inclusivity - We are an organization that embraces the range of human differences and points of view.

Accountability - We value the ability of our staff and organization to honor our commitments to our community and each other.

Integrity - We are consistently open, honest, ethical and genuine.

What does a thriving Santa Paula look like to you in two years?

Tourism / Economic Prosperity / Community Services / Community Engagement / Communications

Seven Categories with Goals

A. Arts, Culture, and Entertainment

Goal: Become a regional leader of the arts, culture, and entertainment that accurately represents our history and core values.

B. Economic Development

Goal: Enhance the economic vitality of the community through measures targeted towards development and business retention and expansion and attraction, resulting in diverse housing options, increased revenue generation, job creation, and a business-friendly community.

C. Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative, and cost-efficient.

D. Connected and Healthy Community

Goal: Educate and engage residents and businesses about programs, initiatives and foster regional partnerships that create a safe and healthy community to live, work and thrive.

E. Public Safety

Goal: Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating.

F. Community Vitality

Goal: Provide the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

G. Operational Excellence

Goal: Provide excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service.

Within these seven categories are 59 objectives, some of which overlap between different strategic plan categories. Numerous objectives have attracted the attention of staff this year in the areas of economic development, public outreach, emergency preparedness, homelessness, youth services, public safety, infrastructure and beautification.

On January 19, 2022, staff provided Council with a progress report noting three completed objectives:

- Arts, Culture & Entertainment Objective #3 - Establish funds and formalize transparent policies and procedures for City event support (street fairs, parades, events, concerts, etc.);
- Public Safety Objectives #4 - Allocate more budget for Crisis Intervention and De-escalation Techniques (CIT) training for the Police Department and analyze the possibility of having a caseworker go with Police on specific calls; and
- Public Safety Objectives #5 - Create a Police Department Strategic Plan that aligns with the current City Strategic Plan.

In addition, staff provided several "In Progress Highlights" of several objectives whereby staff had made significant headway at that time.

ANALYSIS:

The 2021-2023 City Council Strategic Plan Progress Report (Exhibit A) identifies additional progress made in the past eight months towards the seven overarching categories and the remaining 56 objectives contained within.

Despite unprecedented events last year, staffing changes and additional items which have required additional staff time this year, staff has completed an additional three objectives and taken action on 45 objectives with notable success in the following areas:

Completed Strategic Plan Objectives

- B. Economic Development
 - Objective #1 - Develop methods and means of increased communication with local businesses and the City (email blasts, newsletter, roundtables, website, etc.)
 - Conducted four business roundtables which continue on a bimonthly basis and an ongoing email distribution list continues to grow. A brokers roundtable will be scheduled for mid October along with discussion of planning industry-focused business roundtables (i.e. industrial, restaurants, retail). Additionally, staff shares information from partners, such as the Economic Development Collaborative (EDC), with businesses and the community on a regular basis through our social media channels and the Downtown Business Improvement District (PBID) is creating its own newsletter to distribute to property owners on a quarterly basis.
 - Objective #5 - Provide counseling/workshops/roundtables for new and existing

businesses.

- Conducted one business roundtable with the EDC thus far with more planned. Will continue to utilize SCORE and EDC to provide business workshops/counseling.
- C. Infrastructure, Transportation & Mobility
 - Objective #6 - Analyze and work towards appropriate enhancements of downtown parking lot lighting needs.
 - In Feb 2022, PBID paid for upgraded public parking lot lighting at the Green Street alley parking lot, the neighboring public parking lot and the Art alley public parking lot north of Main St. In all, six lights were upgraded to LED and the surrounding acorn lights were upgraded as well. Additional lighting upgrades could be made but those will require partnerships on private property.

In Progress Highlights

- A. Arts, Culture & Entertainment
 - Objective #4 - Support and establish a Cultural Arts and Tourism Council which represents the artistic diversity of Santa Paula.
 - Cultural Arts: Meeting of potential committee members and participants scheduled for early October with status update planned for late October Council meeting. Tourism Board: City is financially contributing and the board will be rolling out a revamped website, membership program and marketing soon.
- B. Economic Development
 - Objective #8 - Attract filming opportunities: update City Website, attend conferences/expos, and network.
 - City website has been updated and includes a page with information on Filming in Santa Paula. Staff will partner with the County to further our efforts and explore the potential of attending industry conferences.
- C. Infrastructure, Transportation & Mobility
 - Objective #4 - Explore opportunities for Broadband High-Speed Internet
 - Staff continues to monitor the County fiber project; Broadband Committee met with Frontier mid year as Frontier is expanding high speed internet to all neighborhoods in the city; Staff promoting ACP discount program on Channel 10 and social media; Staff applying for Master Plan grant in October 2022.
- D. Connected and Healthy Community
 - Objective #5 - Strengthen relationships and partnerships (County, State, Federal, Educational Institutions, Nonprofits) to effectively promote and communicate mental health services and resources to the community in a timely manner.
 - The Santa Paula Police Department (SPPD) continues to partner with

Ventura County Mental Health to conduct weekly outreach through the RISE Program (Rapid Integrated Support & Engagement) / Backpack medicine program. Parks & Recreation staff continue to work with community partners to grow the Santa Paula Social Services Coalition which put on the "Spring Into Summer" community event in June 2022. Membership has steadily grown from 18 organizations to over 30+ and the group continues to meet monthly.

- G. Operational Excellence

- Objective #3 - Implement a citywide asset management system.

- Since Council authorization on February 2, 2022 to contract with Maintstar and Carollo Engineers for implementing a Citywide Asset Management System, we are well underway in establishing this system. Each department can 'go live' with their respective Maintstar asset management modules independent from other departments. So far, the Fleet Division and Parks & Recreation Department is about 90% complete and the Water Division is about 50% complete with GIS integration coming along. Wastewater Division is being coordinated with Ventura Regional Sanitation District (VRSD) and is in the initial phase of transferring data from the software VRSD uses over to Maintstar. According to staff, we are on track to complete everything as planned (and per contract schedule) by December 31, 2022.

STRATEGIC PLAN:

Continued progress in all items contained in this report will continue to advance City Council's objectives.

FISCAL IMPACTS:

There are no direct costs associated with Strategic categories or goals. Specific objectives contained within the plan may have direct fiscal impacts, which have either been incorporated into the FY 2021-23 budget, will require additional funding sources or will need to be approved by Council once a budget has been developed and a project is ready for Council's authorization.

PERSONNEL IMPACTS:

It is important to understand that the vast majority of time spent by City staff is dedicated to mandated, routine and/or responsive tasks. Especially in Santa Paula where staff ratios are extremely burdened and there is limited ability to pursue new initiatives, the capacity to complete the objectives contained in the Strategic Goals may be constrained.

OPTIONS:

1. Amend the plan and/or provide further direction to staff.
2. Rescind the plan.

ATTACHMENTS:

Exhibit A
2021-2023 City
Council Strategic
Plan Progress Report

Strategic Plan Progress Report

Category	#	Description	Metrics (add more if desired)	January 19, 2022 Update	Updates as of Sept. 28th 2022 (What has been completed? What is in progress? What is planned?)
A	1	Support the public arts and mural program.	1. Percentage of in-lieu fees set aside for arts 2. Fund at least one new mural per calendar year	Plan and program will be initiated following formation of Cultural Arts Commission	Two murals currently under consideration (8th street Fire Station and Community Center)
A	2	Explore entertainment opportunities for future amphitheater.	1. Begin a summer concert series in 2023; 2. Complete 5 concerts in first year	Nothing has been completed towards this effort. Anticipate starting on this summer of 2022.	Park to be completed in Spring of 2023. Looking to host some concerts next summer.
A	3	Establish funds and transparent policies for City event support	1. Approved policy and budget/funds, number of street fairs, parades, events, etc. funded by these funds	Council did adopt a Special Event Sponsorship Program. We do anticipate going back to Council for their consideration of additional support for some long standing community events (i.e. parades, events for veterans, etc...)	Council adopted Special Event Sponsorship Program; \$30,000 per year. Staff has since gone back to council for consideration of additional support for Labor Day Parade and Holiday / Christmas Parade.
A	4	Establish and support a Cultural Arts and Tourism Council.	1. Establish the Council 2. Promotion of arts/history/culture 3. Number of artists and projects per year 4. Number of digital and print materials distributed 5. Number of events 6. Establish monthly calendar of events	Working with consultant on coordinating arts community workshops to develop charter and scope for committee	Cultural Arts: Meeting of potential committee members and participants scheduled for early October with status update planned for an October Council meeting. Tourism Board: City is financially contributing and the board will be rolling out a revamped website, membership program and marketing soon.
A	5	Pursue the integration of technology with QR codes for historical buildings/murals.	1. Number of plaques installed and number of QR codes created for existing points of interest	Discussion continues with Chamber of Commerce on price and timeline for installation	Not started
A	6	Obtain funding for arts, culture, and entertainment.	1. Number of grant applications vs. the number of grants won for Arts, Culture, and Entertainment.	none submitted/won	Opportunities will be available upon the formalization of a Cultural Arts entity.
B	1	Increase communication with local businesses.	1. Conduct one business roundtable per quarter, beginning in Fall 2021 2. Number of email blasts, newsletters, etc.	Admin: Nicki created survey to gauge business owners' interest in in-person roundtables every quarter. Waiting to hear back from John Marquez to distribute to Chamber members. CED: Round table conducted with business owners, developer and brokers regarding East Area redevelopment (including Harvest, multi-family residential, medical center and commercial development)	Business roundtables continue on a bimonthly basis and an ongoing distribution list continues to grow. A brokers roundtable to be scheduled for mid October and discussion of planning industry-focused business roundtables (i.e. industrial, restaurants, retail). Staff shares information from partners, such as the EDC, with businesses and the community on a regular basis through our social media channels.
B	2	Beautify downtown with public amenities, signage, facades, & safety measures.	1. Develop a schedule for completion of suggested improvements, based on priority, and present periodic updates to the Property Business Improvement District (PBID) and City Council. 2. Schedule, milestones, projects (number of facades improved, number of wayfinding signs installed, etc.)	1. With assistance from RRM Consulting a comprehensive list of proposed downtown improvements was generated and reviewed with the PBID, council will receive an update on February 2, 2022 2. Project schedule has yet to be developed and completed projects are being tracked and are updated on the city's website and will be presented to Council in updates	Downtown improvement projects continue including landscape and lighting improvements, street cleaning and plans for wayfinding signage. PBID has approved funds for façade improvements and Council has set aside ARPA funds to augment the program. This process will be ongoing.

B	3	Continue developing a property inventory for commercial & housing locations.	1. Completion of Housing Element baseline study by August 2021	Due to delays resulting from COVID constraints final approval for the Housing Element is scheduled for Summer 2022	Due to delays resulting from HCD requirements and new legislation approval for the Housing Element is scheduled for Spring 2022
B	4	Create a positive business environment through outreach to businesses.	1. Meet with a minimum of three new businesses every month 2. Develop a Heritage Valley network of business assistance professionals to develop local and regional programs within the 2021-22 fiscal year	1. Staff continues to meet with businesses on a monthly basis (18 businesses since September) 2. No activity to report 3. No activity to report	1. Staff continues to meet with businesses on a monthly basis (11 businesses since March). Recognition program in place for new business grand openings. 2. No activity to report. 3. No activity to report.
B	5	Provide counseling/workshops for new and existing businesses.	1. Number of counseling/workshops/roundtables held for existing businesses; number for new businesses	no activity to report	Conducted one business roundtable with the EDC thus far. Will continue to utilize SCORE and EDC to provide business workshops/counseling.
B	6	Pursue grants & funds to support businesses.	Grant applications versus grants won, funds awarded and disbursed.		While staff has not pursued any grants directly to support local businesses, staff communicates with businesses to share grants, webinars and important information from partners, such as the EDC, with businesses and the community on a regular basis through our social media channels.
B	7	Attract tourists through local & regional partners.	1. This could be measured by the Transient Occupancy Tax (TOT) increase and develop a survey program by Spring 2022 in cooperation with retailers, hotels, and restaurants to capture visitor feedback, estimated number of tourists increase (number or percent)	No activity to report - Activity could work in concert with reactivation of the heritage Valley Visitors and Tourism Bureau	Tourism Board: City is financially contributing and the board will be rolling out a revamped website, membership program and marketing soon. Staff will work closely with the board to continue to move this forward.
B	8	Attract filming opportunities: update City Website, attend conferences/expos, and network.	1. Number of hits on filming webpage (Google Analytics), 2. Number of employees and conferences attended, 3. Number of shows/tv shows/movies filmed in Santa Paula, 4. Permit revenue generated	P&R: Staff and the Chamber of Commerce have had some early discussions on how to coordinate these efforts, update website content, and how to deliberately attract filming opportunities. Admin: Film website has been updated. Final touches pending (photos of locations).	City website has been updated and includes a producers corners. Staff will partner with the County to further our efforts and explore the potential of attending industry conferences.
B	9	Foster relationships with local transportation providers.	1. Number of combined meetings with airport and railroad management annually to collaborate to promote assets, events, and amenities.	Meetings to be scheduled with the new rail operator (Sierra Northern) and the airport management for the 1st quarter 2022.	Meeting scheduled with VCTC late September 2022 to discuss rail operations. Outreach to airport planned for late 4th Quarter 2022
B	10	Attract "drive-by" traffic by identifying/building key locations.	1. Specific locations for improvements and related costs within the 2021-22 fiscal year	Locations have been identified and staff will be reaching out to CALTRANS and local partners to develop strategies and cost estimates for improvements	No new activity to report
C	1	Improve and maintain pedestrian systems through a Sidewalk Maintenance Plan	1. Linear feet of improvements for sidewalk, pedestrian, and cycling.	Contract with ADA consultants approved and K.O. meeting completed	This is ongoing and scheduled to be completed late Fall / Early Winter 2022.
C	2	Create a Class I and II Bike Trail Master Plan.	1. Progress on master plan (milestones).	PW: Grant application is forthcoming	The RFP process is imminent to identify consultant. Staff has also applied for a VCTC TDA grant and ATP funding related to a citywide bike trail/pathway expansion of the existing corridor.

C	3	Improve working conditions & find alternatives for City facilities.	1. Develop a Citywide Facilities Master Plan; 2. Develop a City Hall Campus Master Plan incorporating Ventura Street Right of Way (ROW) and Veteran's Park; 3. improve Corp. Yard facility insulation, HVAC systems, and parking lot drainage	Corp Yard parking lot drainage improvement has been completed	a. PW Administrative offices: new carpeting, painting and sound break wall bid solicitation underway. Athens on notice to assist with costs for these improvements if they choose to remain at the 866 E Main Street address. b. Insulation installed at the Fleet Mechanics Shop completed. c. Drainage improvements have been installed at the Corp Yard with the remaining parking lot pavement to be installed fiscal year 22/23. d. Palm Yard facility improvements on hold pending funding. Staff accessing bathroom facility upgrades. New HVAC systems have been installed at City Hall and on the Community Development Building.
C	4	Explore opportunities for Broadband High-Speed Internet.	Continue to monitor the County fiber project; evaluate grant opportunities as they become available; create a Broadband Master Plan; actively participate in Broadband Consortium; miles of fiber conduit installed.	Nicki and Jonathan in contact with county and regional partners. Broadband Committee met with Geolinks 1/7.	Staff continues to monitor the County fiber project; Broadband Committee met with Frontier mid year as Frontier is expanding high speed internet to all neighborhoods in the city; Staff promoting ACP discount program on Ch. 10 and social media; Staff applying for Master Plan grant in October 2022.
C	5	Explore funding to develop an Energy Efficiency Program.	1. EEP is forthcoming in June/July 2021 to address recommended EEP improvements, funding requirements, and available funding sources for City Council consideration	EEP to be presented January 2022 (COVID delays)	Staff will use the SoCalREN EEP Plan for all our energy efficiency projects (as approved by Council February 2, 2022)
C	6	Work towards improvement of downtown parking lot lighting.	1. Number of lights identified, procured, and installed.		In Feb 2022, PBID paid for upgraded public parking lot lighting at the Green Street alley parking lot, the neighboring public parking lot and the Art alley public parking lot north of Main St. In all, six lights were upgraded to LED and the surrounding acorn lights were upgraded as well. Additional lighting upgrades could be made but those will require partnerships on private property.
D	1	Increase Nixle subscribership to enhance disaster-preparedness efforts.	1. Implement a marketing plan within one year which results in growing our current subscribership of 2100plus subscribers to at least 15,000 subscribers.		While staff continues to promote Nixle, a marketing plan and continued service through this program needs to be examined as the County has launched the VC Alert Emergency Notification System which alerts residents of evacuation warnings or orders, severe weather advisories, community policing incidents, searches for missing at-risk individuals and public health alerts.
D	2	Provide community education about City projects, processes, & permits.	1. By 3rd quarter, activate vacant space on Main Street to provide periodic town hall/remote city hall outreach for community engagement	no activity due to COVID limitations	Initiated outreach to property owners of vacant buildings to collaborate on use of space and introduce development partners.
D	3	Implement a Marketing and Communications Plan to improve the reputation of Santa Paula, increase city	Utilize City's website calendar to include special events (regional events); Number of events conducted which bring outsiders to Santa Paula; implement a new annual event intended to draw outsiders to Santa Paula; create a social	City website calendar continuously updated by Nicki. Social media hashtags used in past events(#VivaSantaPaula). Events livestreamed with over 1000 engagements.	City website calendar constantly updated with public events and information. Tourism Bureau also working on a new website and event calendar.

D	4	Provide meeting spaces for mental health workshops and services.	1. By 3rd quarter 2021, activate vacant space on Main Street to provide periodic space for outreach for community engagement	no activity due to COVID limitations	Initiated outreach to property owners of vacant buildings to collaborate on use of space.
D	5	Strengthen regional & state relationships to promote mental health services.	1. Number of events held per quarter; 2. Number of partnerships functioning partnerships active in Santa Paula; 3. Number of resources available to the community; 4. Number of days/hours victim advocate supports Santa Paula	PD: Partnered with Ventura County Mental Health to conduct weekly outreach through the RISE Program (Rapid Integrated Support & Engagement) / Homeless Engagement with Behavioral Health and Medical personnel. P&R: Staff has worked with community partners to develop the Santa Paula Social Services Coalition. Membership currently includes about 18 organizations; this group has been meeting monthly. They are working on hosting a Social Services Fair in March / April. In addition, we will be hiring a part time Recreation Coordinator to serve as a liaison and assist the Coalition organizations with connecting residents to their services.	PD continues to partner with Ventura County Mental Health to conduct weekly outreach through the RISE Program (Rapid Integrated Support & Engagement) / Backpack medicine program. P&R staff continue to work with community partners to grow the Santa Paula Social Services Coalition which put on the "Spring Into Summer" community event in June 2022. Membership has steadily grown from 18 organizations to over 30+ and the group continues to meet monthly.
D	6	Work with County to expand hospital and medical facilities.	1. Number of quarterly or annual meeting 2. Improvements to the hospital that resulted from meetings.	1. Four meetings held with medical center development team 2. initial plan submittal scheduled for early February 2022 for Hallock /126 site	Concept plans for medical offices and hospital under review
E	1	Analyze options to address and reduce homelessness and support homeless shelter services.	Point in Time count will establish a baseline population and we can measure success based on tracking the resources provided and assistance accepted.	Continued coordination with Ventura County, Nature Conservancy and Santa Paula PD on camp clean-up and homeless outreach on VCTC ROW, Santa Paula Creek and Santa Clara River (PD is tracking numbers)	Clean-up planned for south Santa Paula Creek in October 2022. Staff is working on collaborative efforts with multiple partners (VCCF, Spirit,, County, HTFVC and Dignity Moves) to identify sites and programs for permanent and transitional homeless housing options
E	2	Expand safety cameras to cover critical infrastructure & public	1. Number of cameras installed	12 cameras installed around Police Department and in City Jail	Council has supported this effort with ARPA Tranche 2 funding in the amount of \$73K.
E	3	Develop the concept for a Santa Paula Neighborhood	1. Quarterly measurement of participation at in-person meetings / online engagement and growth in the number of	Two meetings held YTD, COVID concerns still hampers engagement	
E	4	Allocate more budget for Crisis Intervention and De-escalation Techniques (CIT) training, & analyze the possibility of a	1. Quarterly updates can be provided to update training accomplishments. 2. Seek partnership with County Behavioral Health to facilitate having a worker assigned to the Police Department	All patrol personnel are now certified in Crisis Intervention / Ofc. D. Varela named CIT Officer of the Year by the County/ See 5D	All patrol personnel are now certified in Crisis Intervention. Officer D. Varela was named CIT Officer of the Year by the County.
E	5	Create a Police Department Strategic Plan that aligns with	1. Provide quarterly updates of Police Department metrics to Council once Plan is established.	Completed during Department Team Building Workshop Sept 2021	Completed during Department Team Building Workshop in September 2021.
E	6	Analyze options for Police Facility upgrades.	1. Develop a phased plan that outlines cost and completion dates for the projects. 2. Report quarterly on the progression of the project.	PD: In progress. Waiting for plan approval. P&R: A project manager (RWC) has been assigned to this project. Staff has met with PD management to determine needs. RWC is working on building master plan, testing for lead and asbestos, and getting ready to release RFB for Phase 1 (Briefing Room, Detectives Offices, Property Room and Security Fencing).	Council has supported this effort with ARPA Tranche 2 funding in the amount of \$150K. Project will consist of 6 phases and will encompass 2-3 years of work. Project and phases will move forward based on the amount of funding available per phase.
E	7	Develop a crime analysis system to provide crime data transparency to the public.	1. Implementation of a new CAD System; 2. Upon implementation, provide Council with automated weekly crime statistic reports.	Going to Council January 15, 2022	Council has supported this effort with ARPA funding in the amount of \$218K to cover the costs to impliment the new system. Awaiting additional approvals to move forward.

E	8	Develop methods and programs to connect our police with the community (Police Chief's Advisory Board,	1. Seek to initially host a class twice a year and increase to at least one a quarter.	Chief has almost completed the selection process for Advisory Panel. Other initiatives on hold due to COVID.	California PAL Chapter established. Assigned a Recreation Coordinator to oversee program and work with PD volunteer.
F	1	Expand volunteerism, youth, & senior programs.	1. Number of volunteer projects annually, 2. number of City Corps participants, 3. annual increase in the total number of hours logged by volunteers;	City continues to host Santa Paula Beautiful days, we have hired two City Corps Leader Trainees.	City Corps now has 7 Leader Trainees participating in various projects - Some examples: HR, Water Div, Downtown Beautification, Senior Meals, Bike Trail Clean up, Tree Maintenance / Watering.
F	2	Develop and implement a Citywide Internship and Apprentice Program.	1. Place at least four interns a year in various departments.	The City is partnering with the school district to host interns. We have not made any additional efforts to develop our own internship program. We need additional staff hours to commit to increasing these efforts.	Staff has conducted basic outreach and research on this item but a program has not been formalized.
F	3	Pursue funding and develop a tree Master Plan Replacement program.	1. Plant a minimum of 20 new trees per year around the City. 2. Replace felled trees on a 2:1 basis.	Staff is close to awarding a Tree Services Agreement to a qualified vendor. We will then work with a vendor to create a tree maintenance master plan. The department has secured software (ArborNote) which allows us to start inventorying our trees and keep track of maintenance performed. We are planning to plant 65 trees March 12 as part of our Arbor Day Celebration.	Tree inventory was recently completed. Staff is now working with consultant to create a maintenance plan / program.
F	4	Improve way-finding signage in the City and SR126.	1. By Spring 2022 have a comprehensive wayfinding program defined with critical locations installed. The full program will expand as budget allows.		Responses to Wayfinding RFP due mid October. Funding will be allocated through use of PBID and ARPA funds.
F	5	Develop administrative hearing ordinance & public code education programs.	1. By Spring 2022: promote educational materials and compliance requirements through print, digital media. 2. Present the process for initiating a local code hearing officer to Council; 3. Number of educational events held 4. Percent of tickets/fines adjudicated;		Currently in recruitment for a P/T Code Officer. Outreach programs will commence when we have staff to promote and manage programs
F	6	Engage local agencies to help with railroad clean-up.	1. Number of times per month/quarter/year clean-up efforts are conducted along the railroad corridor; 2. Development of design plans for a beautification project.		No activity to report
F	7	Find options for lowering water/sewer bills for low and fixed-income residents.	1. Adoption of a program by the City Council which lowers water/sewer bills by a determined percentage.	Admin: Nicki researching. Background research available. Jonathan also working on it.	Finance has enrolled in the Arrearage program and LIHWAP program. The LIHWAP program provides up to \$2000 in financial assistance to eligible low-income households. Admin staff is researching programs and options to reduce water and sewer bills for residents.
F	8	Improve WiFi signal at the Community Center & Cultural Arts Building.	Increased connectivity and WiFi speeds for users in both buildings.		No activity to report
F	9	Develop opportunities to use public spaces downtown.	1. Develop design options for the Property Business Improvement District (PBID), Planning Commission, and City Council by the end of 2021.	Admin: Logo created for PBID. Banner program began with PBID funding. CED: design options and activity will be reported to Council on Feb 2, 2022	Currently working on Wayfinding. Preliminary discussions with businesses about expanding outdoor spaces for dining.

F	10	Expand youth programs & establish a Police Activities League.	1. Membership growth; 2. City Corps projects completed; 3. Increase senior programs and services offerings.	P&R: The non-profit founding board has been meeting regularly. Once they are incorporated we can apply for a California PAL Chapter. City Corps has been completing an average of 3-4 projects per week.	California PAL Chapter established. Assigned a Recreation Coordinator to oversee program and work with PD volunteer.
F	11	Increase Senior programs and services.	1. Class offerings, number of participants, 2. annual participant survey.	Classes / offerings are gradually growing. Pandemic is still hampering those efforts.	No activity to report.
F	12	Engage with Pre-K providers and local community colleges to provide and improve	1. Increased class offerings at local Ventura College East Campus, 2. annual progress report by Ventura College East Campus to		No activity to report.
F	13	Work with SPUSD to create joint use agreement for school & city facilities.	1. Development of a joint-use agreement to be approved by the City Council and the School Board.	Staff has had some preliminary discussion with district staff and has started a working document. Staff recommends that this be discussed at the two by two committee meeting.	Still working with district staff. Did partner this summer to host a joint summer camp which was a good indicator of the two organizations working together on future agreements & goals.
F	14	Explore options to provide	Number of meetings held by elected officials per year.		No activity to report
G	1	Streamline the application and permitting processes for businesses.	1. Cycle time for application and permitting processes.	Cycle time remain consistent and as-quoted despite limited resources. Current plans to initiate a consultant to audit city processes and provide improvement plans for development review processes	Citygate contract to be initiated in November to identify program and process improvements
G	2	Review the City's municipal code to reduce irrelevant codes	1. Number and/or percentage of codes reduced.	comprehensive code review and update planned for 2022	Comprehensive code review and update planned for 2022/2023.
G	3	Implement a citywide asset management system.	1. Select and fund a vendor; 2. integrate software system into organization; 3. report inventory to Council.	Vendor Selection with updated costs for initial setup and ongoing management is scheduled for February 2022	Since CC authorization on February 2, 2022 to contract with Maintstar and Carollo Engineers for implementing a Citywide Asset Management System, we are well underway in establishing this system. Each department can 'go live' with their respective Maintstar asset management modules independent from other departments. So far, the Fleet Division and Parks & Recreation Department is about 90% compete, Water Division is about 50% with GIS integration coming along, Wastewater Division is being coordinated with VRSD and is in the initial phase of transferring data from the software VRSD uses to Maintstar. According to staff, we are on track to complete everything as planned (and per contract schedule) by December 31, 2022.
G	4	Develop programs around employee retention, engagement, & succession.	Increase employee training and learning opportunities by at least 50%; establish a succession plan and related policies; percent of internal promotions; percent decrease in turnover.		HR has hosted 8 trainings citywide for staff. Staff also working on programs related to the StrengthsFinder program to assist with retention, engagement and succession planning.
G	5	Update the City Personnel Policies and Procedures to	Deliver a new Policy to the City Council by Summer 2022.		Staff plans to bring this forward in early 2023.
G	6	Explore a Diversity, Equity, and Inclusion policy for the City.	Review draft policy with the Council's Equity & Social Justice Committee. Bring a final policy to the City Council for consideration by the end of 2021; Review data quarterly	Nicki offered background research to Dan and Jonathan.	Equity and Social Justice Committee in the process of putting together a DEI report.
G	7	Develop an updated records-keeping and retention policy.	Once a policy is implemented, how many paper/electronic files are eligible for destruction on a quarterly/yearly basis;		No activity to report.

G	8	Explore methods of decreasing the cost of the City's pension obligations.	1. Long-term cost savings 2. Return on investment comparable to Public Employee Retirement System (PERS)	Study Session presented to Council. Next steps is finding funds to fund extra payments.	Staff has reviewed the revenue generating opportunities that may have put the City in a better position to allocate surplus funds to pension obligations. No options are in motion at this time. Staff may return to Council to revisit opportunities if Council desires.
G	9	Provide an updated water/sewer bill for customers.	1. Delivery of new bill format	Nicki provided neighboring city examples. February is when we give notice to paymentus of contract separation, then we start working with Incode on what we need. All other parties are on standby (billing companies, pay on site companies, check processing company, etc.)	Staff has exited the contract that was the original hindrance in moving forward. Discussions have begun with various vendors on the bill reformat, and the transition to the IVR and online payments with Tyler Technologies began. Unfortunately due to staff shortages, there has been a bit of a delay, however we do expect this project to gain traction in the next 6 months and be completed by the end of the Fiscal Year.



Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	MEETING DATE	ITEM DESCRIPTION
Admin/PD	October 19, 2022	Disaster Preparedness Presentation
Fire		Ventura County Fire Department Report
Finance		Measure T Report
Finance		Bonding Rate for Harvest Project
PW		New Water Meter Installation Fee Structure
PW		Encroachment Permit Ordinance
Finance		Year-end and First Qtr. Fiscal Report
Admin		Clean Power Alliance Ordinance
Admin		Contract Extension with Merchant McIntyre
PW	November 2, 2022	Public Works Department Report
CDD		Sign Ordinance Review of Liquor Prohibition
CDD		Housing In-lieu Funding Expansion
Admin		Police Department Transition
		STUDY SESSION TOPICS
Admin		No Smoking Ordinance
Admin		Homelessness Discussion
Admin		Diversity, Equity and Inclusion Workshop
		FUTURE AGENDA ITEMS
Admin		SoCal Edison discussion on rates
CDD		Franchise esVolta – Public Hearing
CDD		Housing Element Adoption
CDD		Inclusionary Housing DIF
Admin		Election Districts Workshops
CDD		Review of Street Naming Policy
CDD		VCTC Railroad Update