City of Santa Paula

City Council

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

CITY COUNCIL REGULAR MEETING OF THE
SANTA PAULA CITY COUNCIL

WEDNESDAY, NOVEMBER 20, 2024

6:30 PM - City Council Regular Meeting

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

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

CITY COUNCIL REGULAR MEETING

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

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

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

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

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

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

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

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: https://www.spcity.org/523/Public-Meeting-Agendas
NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

REGULAR MATTERS - COUNCIL CHAMBERS

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

2. **INVOCATION**

3. **FLAG SALUTE**

4. **ROLL CALL**

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

6. **PRESENTATIONS**

   6.A RECYCLING AWARDS PRESENTATION BY ATHENS SERVICES

   6.B END OF THE YEAR HOUSING MARKET UPDATE

   6.C MEASURE T OVERSITE COMMITTEE ANNUAL REPORT

   6.D **POLICE DEPARTMENT REPORT**

RECOMMENDATION:

1. Receive and file Police Department Report

Prepared by: Don Aguilar, Police Chief

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

RECOMMENDATION:

That the City Council receive and file the report.

Presented by: James Mason, Community & Economic Development Director

6.F **PRESENTATION ON THE SURVEY RESULTS OF THE VENTURA COUNTY FARMWORKER STUDY AND ACTION PLAN**

RECOMMENDATION:

That the City Council:

Receive and file a presentation on the survey results conducted as part of Phases 2 and 3 of the Ventura County Farmworker Housing Study and Action Plan.

7. CITY COUNCIL REPORTS

8. CITY MANAGER REPORTS

9. CONSENT CALENDAR

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

9.A **APPROVAL OF MINUTES**

- **City Council Special Meeting November 6, 2024**
- **City Council Regular Meeting November 6, 2024**

RECOMMENDATION:

Staff recommends Council approve minutes.

9.B **OCTOBER 2024 WARRANTS AND CERTIFICATIONS**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for October 2024, starting check number 338696 and ending check number 339079.
2. Review and accept the "Certification of Salaries" for the pay period ending dates October 4th, 2024, through October 18th, 2024.

9.C **SECOND READING AND ADOPTION OF ORDINANCE NO. 1340**

AMENDING SPMC CHAPTER 16.227 - ACCESSORY DWELLING UNITS

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1340 amending Chapter 16.227 "Accessory Dwelling Units" of the Santa Paula Municipal Code, thereby aligning with State housing legislation taking effect January 1, 2025.

9.D **CONTINGENCY INCREASE TO OILFIELD ELECTRIC & MOTOR CONTRACT FOR INSTALLATION OF EMERGENCY GENERATOR (COMMUNITY CENTER)**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize a Contingency Increase of $11,325 to the Oilfield Electric & Motor Contract for the Installation of Emergency Generator at the Community Center.

9.E **CONTINGENCY INCREASES TO THE AWARDED CONTRACTS RELATED TO THE POLICE STATION REMODEL AND SITE IMPROVEMENT PROJECT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize Contingency Increases to the Awarded Contracts Related to the Police Station Remodel and Site Improvement Project for the Following Amounts: Zuma Construction Group, Inc. 20%, Quality Fence Company, Inc. 10%, KemCorp Construction, Inc. 10%

10. ACTION ITEMS

10.A **RESOLUTION ACCEPTING PHASE ONE SPORTS PARK TURF AND IRRIGATION IMPROVEMENTS WITH ONE YEAR WARRANTY - HARVEST AT LIMONEIRA**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7549 Accepting Phase One Sports Park Turf and Irrigation Improvements with One Year Warranty.

Presented by: Greg Barnes, Parks & Recreation Director

10.B **UNION OIL BUILDING FUND AND MAINTENANCE PRIORITIES**

RECOMMENDATION:

Staff recommends that the City Council:

1. Provide Direction to Staff Regarding the Union Oil Building Maintenance Priorities and the $2 Million Chevron Donation in order for staff to return to Council with a budget amendment.

Presented by: Greg Barnes, Parks & Recreation Director

10.C **2023/2024 YEAR END FISCAL REPORT**

RECOMMENDATION:

Staff recommends that the City Council receive the FY 2023/2024 Year End Fiscal Report.

Presented by: Finance Director Christy Ramirez

11. ITEMS FOR FUTURE AGENDAS

11.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

12. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

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

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: POLICE DEPARTMENT REPORT

Date: November 20, 2024

Agenda Item: 6.D

RECOMMENDATION:

1. Receive and file Police Department Report

Prepared by: Don Aguilar, Police Chief

BACKGROUND:

For providing progress in several aspects of the Police Department, it is important to provide Department updates to the City Council.

ANALYSIS:

In the past, the Chief of Police has provided reports to the City Council, highlighting key areas such as crime statistics, trends, grants status', dispatch response, achievements, and noteworthy events.

- Year to date 2024 Part 1 Crimes / Traffic Citations will be reviewed
- An update on sworn and civilian training over the reporting period will be given
- Provide Department project upgrades Status - Police Station Construction and City Hall Parking Lot Fence Construction
- Review the progress and staffing of the Department - Opening the Police Sergeant Recruitment
- Announce the recent Department employee milestone accomplishments - FBI National Command Course Graduation / Supervisory Leadership Institute Graduation / Investigator of the Year Nomination by Peace Officers Association of Ventura County
- Report on the selection of the Department "Officer of the Year" Recognition and new monthly "Chief's Newsletter" for police employees
- Discuss our recent community engagement - Neighborhood Watch National Night Out
- Review the progress of our emergency preparedness - CERT Class #2 Graduation, "Sound the Alarm" Smoke Alarm event, Disaster Service Worker (DSW) training, and "Stop the Bleed" training for employees

STRATEGIC PLAN:

The quarterly report provides a metric for Strategic Plan Goal E., Objective #3. 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.

Objective 3:
Work towards the execution and implementation of the Police Department Strategic Plan

FISCAL IMPACTS:

None

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT

Date: November 20, 2024

Agenda Item: 6.E

RECOMMENDATION:

That the City Council receive and file the report.

Presented by: James Mason, Community & Economic Development Director

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BACKGROUND:

PLANNING DIVISION

Planning Commission - October 22, 2024

The Planning Commission directed the Community & Economic Development Director to send a letter to the Santa Paula Unified School District stating the school site acquisitions at 7, 8, 31, 32, 34 and 36 Palm Court for expansion of the Santa Paula High School campus that their Facilities Master Plan is consistent with the City's General Plan. The expansion area will include a new gym, multipurpose rooms and swimming pool facilities.

The Planning Commission adopted Resolution No. 3861 approving Conditional Use Permit No. 2024-CUP-01 to allow the operation of a fitness center for Planet Fitness on property zoned Commercial-General at 568-B W. Main Street, subject to the project Conditions of Approval.

The Planning Commission adopted Resolution No. 3862 recommending that the City Council adopt a revised Accessory Dwelling Unit ordinance and find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act (“CEQA”) under Public Resources Code section 21080.

The Chief Building Official presented draft Accessory Dwelling Units architectural and building plans before the Planning Commission. He discussed next steps in providing pre-approved plans which will be available for residents to use to help expedite the review and approval process for ADUs.

Business Licenses

Fifty-five Commercial business licenses and ten Home Business Occupations were issued in July - September 2024.

Development Applications

One new development application was received in July - September 2024 for the Foothill (Phase 2 of Harvest).

Planning Applications

Thirty new planning applications were received in July - September 2024.

SPECIFIC PLAN UPDATES

Santa Paula West Business Park Specific Plan (SP-6)

The projects pre-annexation approval was granted by the LAFCo Board in September.

The applicant will move forward to complete annexation into the city and marketing of the project (sale and lease) are underway.

The Project consists of ±54 acres of the 125-acre Expansion Area. The land uses envisioned within the Specific Plan will be a mix of low-intensity industrial (such as light manufacturing or research and development), professional offices, and supporting commercial businesses.

COMMERCIAL DEVELOPMENT UPDATES

Good Orchard Event Center and Café (133 Mill Street)

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

Parque 1055 Bar and Grill (1055 East Main Street)

The project is composed of the redevelopment of an auto parts and repair facility into a tap room, wine bar, restaurant, grill and entertainment space. The site and building improvements are nearing completion and the applicant has plans to open late November 2024.

East Area Gateway (Hallock/126/Telegraph)

Plans are under development for a 113,000 square foot commercial center which will include grocery, in-line retail and multiple restaurant pads. Project design review is currently underway

INDUSTRIAL DEVELOPMENT UPDATE

Santa Maria Industrial Park (324 W. Santa Maria Street): Industrial Park

Project approved by Planning Commission in 2012. City staff continuing to coordinate with applicants to complete project. A conservation easement violation has been resolved and the project is continuing with requisite design and engineering submittals. The FEMA review of the Letter of Map Revision (LOMR) which addresses project potential alterations to flood

hydrology, has been completed and the project has received a final approval. With entitlements in place infrastructure improvements and vertical development will be underway in late 2024

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

Proposal for a 5-building, 262-unit self -storage facility. Plans have been submitted and site grading and utility work is underway. The project and the underlying Santa Maria Industrial Park project has received FEMA approval and development will commence on the project in in late 2024

Bender Property (Todd Rd and SR 126)

The developer, Bender Farms, is currently building an additional 76,000 square foot industrial shell building. Plan review has been completed and the site development and the building pad have been completed. Vertical development will commence once building plans have been approved. As a part of the project, improvements will be made to Todd Rd, Calpipe Rd. and Peck Rd. Also included in project requirements Corporation Street repaving has been completed.

RESIDENTIAL DEVELOPMENT UPDATE

People's Self-Help Housing (PSHH) 714 W Harvard Blvd

Construction of the 69 deed-restricted affordable housing development which broke ground in May 2022 is well underway with temporary certificates of occupancy issued. The project is at 95% occupancy and a grand opening was held on October 22.

Former Kmart (859 Faulkner Rd.)

Harridge Development Group, LLC., the owner and developer has completed Design review and demolition permit is ready for issuance. They have plans to begin site work 1st quarter of 2025. The project proposal includes 224 market-rate, rental town homes and staff is discussing affordability options with the developer.

11th Street Town-homes

Ten market rate town-homes on Main Street and 11th Street. Design review has been completed and the project plans are under review.

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

298-unit apartment complex at East Telegraph Rd. and Whipple Rd. - 162 affordable units (40 Very-Low and 122 Low) along with 136 market-rate units The project will contribute significantly to the city's progress toward satisfying SCAG 6th Cycle RHNA requirements. preliminary site work Is underway (stockpiling) and results of the developer's application for tax exempt bonds for the development were approved in August.

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

Mixed use senior living and commercial project composed of 6,800 square feet of commercial

and 27 senior apartments. The developer is working with the Housing Authority on connecting potential tenants through their section-eight waiting list.

Harvest at Limoneira-Lewis (East Area 1)

All 586 lots for Phase I of the project have been sold to home builders and 585 homes are occupied. Of the 121 units available in Phase 1d, 50 units have been sold to Lennar Corporation and the remainder to Richmond American for housing development. Lennar has also purchased the entirety of the 545 units which comprise Phase 2 of the development (Foothill neighborhood) which site grading and infrastructure are well underway. In addition, Lewis has submitted preliminary plans for the development of a 300 duplex rental units directly south of the Sports Park.

BUILDING AND SAFETY DIVISION

	PERMIT & FEE ACTIVITY JULY - SEPT 2024	
2024	**NUMBER OF PERMITS**	**TOTAL VALUATION: $198,552,425.10**
Building Permits	299	$348,483.74
Plumbing Permits	115	$17,546.00
Electrical Permits	270	$31,722.00
Mechanical Permits	100	$16,177.00
Total	***784***	***$413,928.74***
2023	**NUMBER OF PERMITS**	**TOTAL VALUATION: $9,688,266.55**
Building Permits	76	$29,686.05
Plumbing Permits	13	$1,441.00
Electrical Permits	79	$6,692.00
Mechanical Permits	13	$1,323.00
Total	***181***	***$39,142.05***

CODE COMPLIANCE DIVISION

There are currently a total of **119 active** code compliance cases and **2 closed** cases.

The Building Division is also pleased to announce the appointment of Javier Cancino to the position of Building Inspector.

ECONOMIC DEVELOPMENT

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

Staff continues to participate in business round-table meetings, PBID coordination and face-to-

face meetings with businesses.

Economic Development Standing Committee

The Committee has had one meeting in the last quarter. The group discussed the implementation of a business outreach program, strategies for addressing vacancies in downtown retail spaces and will be working with staff to identify key economic development priorities and strategies as they relate to the City Council Strategic Goals.

OTHER ACTIVITIES

Wayfinding Project – Hunt

The consultant has completed designs which have been reviewed by the Wayfinding Committee and PBID; and approved by the City Council. Staff is working with the consultant to complete an implementation plan based on City Council direction that will include design improvements, project priorities, project timelines and procurement strategies.

Affordable Housing Trust Fund Oversight Committee

The Committee has had two meeting to review potential use of the funds for providing assistance to the people's Self Help, Peoples Place Project at 710 West Harvard Boulevard. The Committee will be meeting.

Facade Improvement Program

A RFP has been prepared to request submissions from qualified contractors with experience managing public works projects (prevailing wage requirements. Qualified respondents will be placed on a list that grant applicants will be able to utilize to seek bids for facade program improvements. In addition, staff has begun outreach to business and property owner to provide information on the program requirements and processes.

Design Assistance Committee

The Committee reviewed the application for city landmark status for the Tower Theater at 962 east Main Street.

Project Isabella

Staff joined four representatives from Santa Paula in a National League of Cities Early Childhood Development California Cohort meeting in Sacramento September 17-19. The group met with proponents of early childhood development from Sacramento, Los Angeles, Santa Diego and San Francisco to discuss actions plans, programs and strategies.

ANALYSIS:

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PRESENTATION ON THE SURVEY RESULTS OF THE VENTURA COUNTY FARMWORKER STUDY AND ACTION PLAN

Date: November 20, 2024

Agenda Item: 6.F

RECOMMENDATION:

That the City Council:

Receive and file a presentation on the survey results conducted as part of Phases 2 and 3 of the Ventura County Farmworker Housing Study and Action Plan.

BACKGROUND:

Discussion Summary:

On October 12, 2021, the Ventura County Board adopted the 2021-2029 Housing Element, certified by the Department of Housing and Community Development (HCD) on December 22, 2021. This highlighted the need for a countywide study to assess farmworker housing needs, aligning with Ventura's agricultural trends. Program HE-E in the Ventura County Housing Element aims to coordinate with advocacy groups, agricultural organizations, and Ventura County cities to conduct a survey that identifies housing conditions and barriers for farmworkers, ultimately shaping targeted programs to meet these needs and promote fair housing.

As a part of the collaboration, on November 16, 2022 the City Council authorized the City Manager to expend a total not-to-exceed amount of $20,000, for the Ventura County Farmworker Housing Study and Action Plan. Countywide farmworker housing studies were last completed by the Ventura County Ag Futures Alliance in 2002: "The County of Ventura Farm Worker Housing Study" and "Farm Worker Housing: A Crisis Calling for Community Action". Since then, the nature of the farm labor force, and the type of housing required by farmworkers has changed, and the new study provides updated information regarding farmworkers which will be critical in order to develop an action plan to address their needs.

The Ventura County Farmworker Housing Study and Action Plan will support the County and cities in meeting the housing needs of farmworkers, enhancing local compliance with Government Code section 65583(a), which addresses the unique housing needs of this group.

Project Background and Progress:

In Fall 2021, Ventura County's Planning Division and House Farm Workers! initiated a multi-phase Farmworker Housing project, with key phases as follows:

Phase 1. Advisory Council Formation
Phase 2. Survey Design
Phase 3. Survey Implementation and Results Report
Phase 4. Farmworker Housing Study and Action Plan Development
Phase 5. Community Engagement in Action Plan Implementation

The Planning Division first briefed the Board on January 9, 2024, with project details available on the Planning Division's website. Phase 1 (November 2021 - October 2022) saw the creation of a 40-member Advisory Council with key stakeholders from various sectors, including agriculture, housing advocacy, and healthcare. City staff has served on this advisory council and has provided input and collaborated on the group's efforts. In early 2022, the County issued an RFP for a survey consultant, selecting BAE Urban Economics and the County's Farmworker Resource Program to handle Phases 2 and 3.

Phases 2 and 3 (November 2022 - August 2024) involved developing survey methodologies for farmworkers and employers, including translations. BAE conducted stakeholder interviews and online employer surveys, while the Farmworker Resource Program conducted in-person farmworker interviews in five languages. Funding from LEAP grants, Ventura County cities, and the County's General Fund facilitated the project. Additional funding from the Ventura County Transportation Commission (VCTC) enabled an October 2023 focus group, gathering insights on housing, transportation, and social services from diverse farmworker representatives. The survey achieved 417 farmworker responses, exceeding initial targets, and BAE compiled findings into a summary report.

ANALYSIS:

Role of the Farmworker Resource Program (FRP):
The County's FRP within the Human Services Agency played a crucial role in survey implementation, utilizing established community trust. FRP staff assisted with survey design, translations, outreach, and administration, ensuring responses in five languages. Their involvement significantly increased survey participation and facilitated communication during the October 2023 focus group.

Next Steps - Phases 4 and 5:
The Ventura county Planning Division and House Farm Workers! secured a $499,991 grant from SCAG's Sustainable Communities Program, focused on civic engagement, equity, and environmental justice. Though budget delays affected the timeline, Phases 4 and 5 are expected to start in late 2024, with completion by early 2026. These phases will involve creating the Farmworker Housing Study and Action Plan with robust community engagement and support from all Ventura County cities and relevant stakeholders. Upon completion, the plan will be presented to the Board of Supervisors and recommended for adoption to promote countywide farmworker housing solutions. Additionally, these updates will be presented to the Santa Paula City Council.

STRATEGIC PLAN:

FISCAL IMPACTS:

Source of Funding: As a partner agency to this effort, the City of Santa Paula's portion to assist in funding the study was $9,000 which was sourced from the General Plan Maintenance Fund. Additional funding was provided from the Ventura County General Fund, State LEAP Grant, funding provided by all ten Ventura County cities and the Ventura County Transportation Commission (VCTC). There are no additional city costs associated at this time.

OPTIONS:

ATTACHMENTS:

ATTACHMENT A. VC Farmworker Survey Summary Presentation_Final.pdf

VENTURA COUNTY FARMWORKER HOUSING STUDY

PHASES 2 AND 3

Summary Presentation
Fall 2024







COORDINATED AND FUNDED BY THE COUNTY OF VENTURA, AND ALL TEN CITIES;
AND IN PARTNERSHIP WITH HOUSE FARM WORKERS!





bae urban economics

COUNTYWIDE FARMWORKER HOUSING STUDY AND ACTION PLAN

- Initiated by County of Ventura, along with local nonprofit *House Farm Workers!*, in Fall 2021:
  - To identify housing needs of farmworkers in the County and consider alternate solutions to improve and develop much-needed farmworker housing throughout the County.
- Project addresses the County's certified 2021-2029 Housing Element Program HE-E, and adopted programs in several VC cities indicating countywide support towards farmworker housing.

PROJECT PARTNERS

The **County of Ventura's Resource Management Agency** is dedicated to ensuring a sustainable quality of life by protecting the health, safety, and resiliency of our community and our environment.

House Farm Workers! promotes affordable, safe and stable housing for Ventura County farm workers and their families through education and advocacy since 2004.

FARMWORKER HOUSING STUDY OVERVIEW

Phase 1: Advisory Council Formation

- Approximately 40 community stakeholders, including Ventura County and all ten cities

Phase 2: Survey Methodology and Design

- Survey Instruments, Outreach Plans, Training Materials

Phase 3: Survey Implementation

- Employer and Farmworker Surveys, Stakeholder Interviews, Farmworker Focus Group Session

Phase 4: Farmworker Study and Action Plan

- Pending

Phase 5: Community Engagement in Implementing the Action Plan

- Pending

PROJECT PHASES 2 AND 3

- **Phases 2 and 3** were coordinated and funded by:
  - County of Ventura;
  - All 10 cities (Camarillo, Fillmore, Moorpark, Newbury Park, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks and Ventura);
  - Ventura County Transportation Commission (VCTC); and
  - The UC Thelma Hansen Fund
- Study and Action Plan will be utilized by the ten cities and County to develop targeted programs and strategies to address identified housing needs of farmworkers, and to support agricultural businesses with a stable and healthy workforce.

COUNTY of VENTURA

PHASES 2 AND 3 PROJECT TEAM

County of Ventura,
Resource Management Agency /
Planning Division

House Farm Workers! *(HFW!)*

County of Ventura,
Human Services Agency /
Farmworker Resource Program (FRP)

BAE Urban Economics (BAE)



PHASE 2 MATERIALS DEVELOPED

Stakeholder Interview Guides	• Questions tailored to different stakeholder types, including farmworker representatives and advocates, agricultural industry representatives
Employer Survey	• Survey methodology, outreach plan, and survey instrument (online survey format)
Farmworker Survey	• Survey methodology, outreach plan, survey instrument (English and Spanish), and survey team training materials



STAKEHOLDER INTERVIEWS

Winter 2022-2023

STAKEHOLDER INTERVIEWS – KEY ACTIVITIES

- Coordinating Committee identified key stakeholders
- Conducted outreach to key stakeholders to request interviews
- Conducted 11 interviews by telephone
- Summarized interview results for incorporation into Phase 2-3 Report

STAKEHOLDER INTERVIEW KEY OBSERVATIONS

- There is an acute challenge of deteriorating housing availability and affordability for farmworkers in Ventura County.
- Farmworkers' low wages and unique vulnerabilities exacerbate the housing crisis for this group.
- As a result of housing challenges for farmworkers, employers face difficulties in recruiting and retaining a sufficient workforce, which may require changes in crops grown and industry output in the future.



AGRICULTURAL EMPLOYER SURVEY

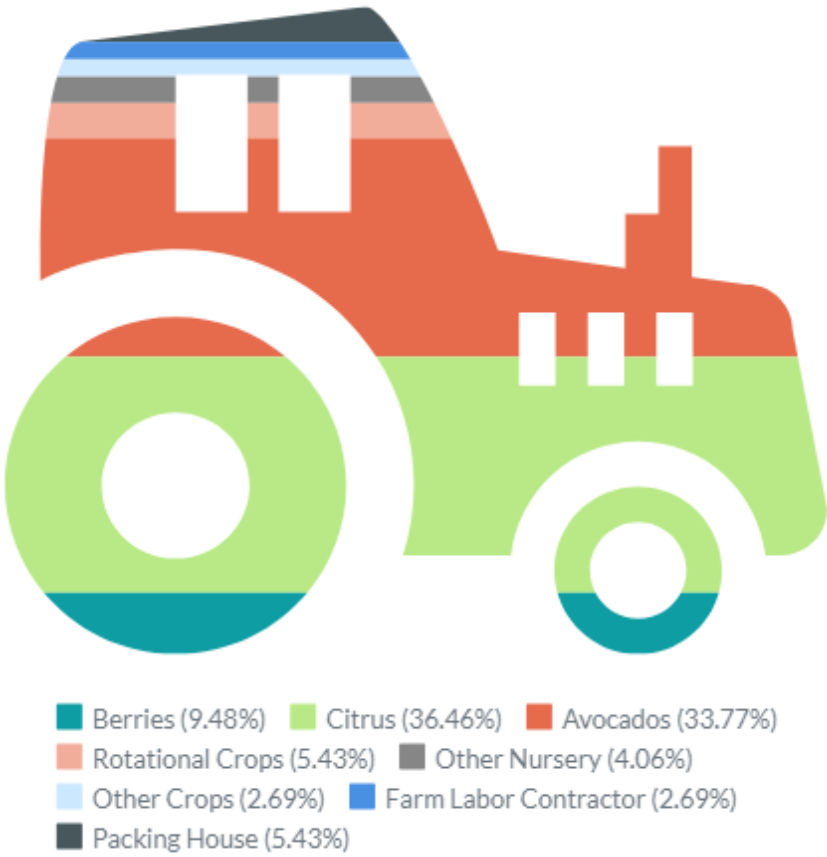
March to August 2023

EMPLOYER SURVEY - KEY ACTIVITIES

- Developed survey instrument and supporting materials
- *HFW!* conducted outreach to agricultural employer community with support of VC Farm Bureau to encourage survey participation via SurveyMonkey
- BAE monitored survey responses and worked with FRP and *HFW!* to target outreach as needed
- *HFW!* conducted follow-up outreach to agricultural employer community to increase survey response
- Consultant tabulated results for incorporation into Phase 2-3 Report

EMPLOYER SURVEY RESPONSE

- Between March and August 2023, 40 representatives of Ventura County agricultural employers responded to the survey
- Representation across key sectors, including berry, orchard, rotational crops, nursery, and farm labor contracting
  - Citrus and Avocado most heavily represented
- Representation across Ventura County's major agricultural regions

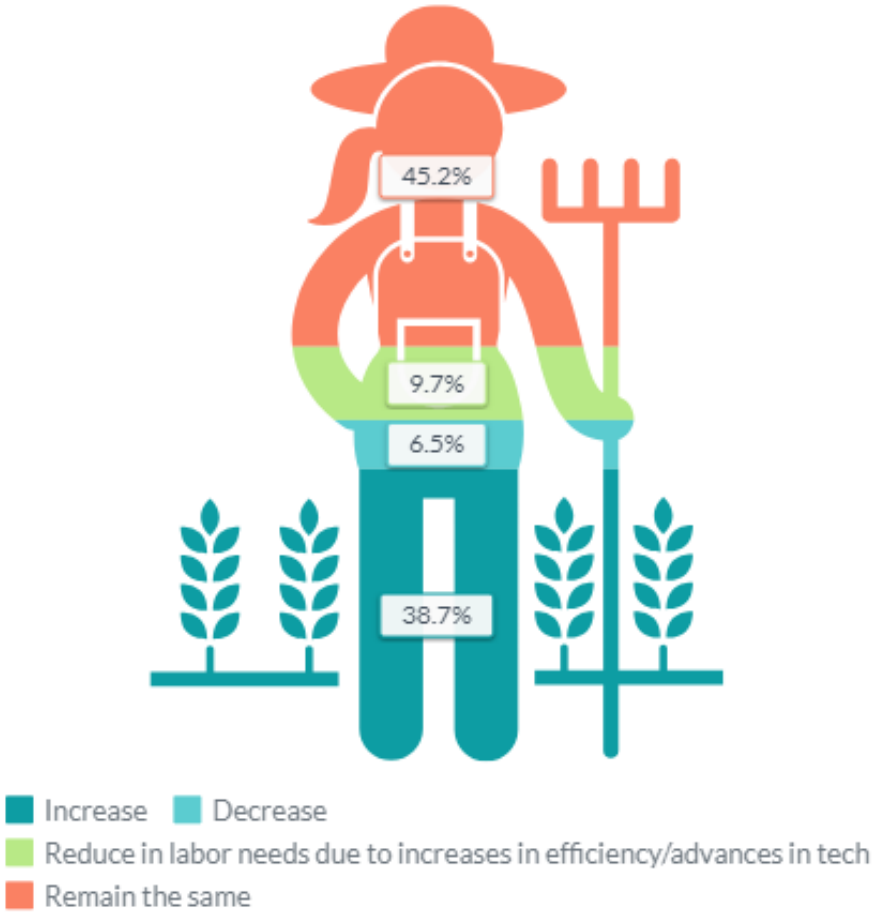




EMPLOYER SURVEY KEY OBSERVATIONS

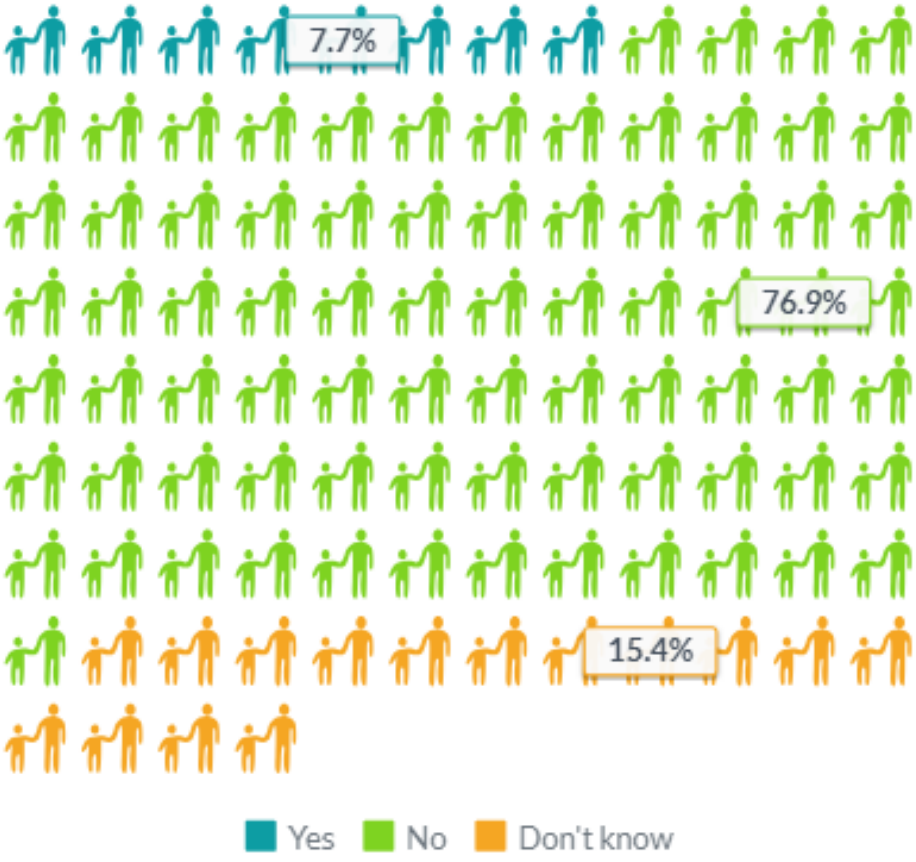
LABOR NEEDS OVER THE NEXT 5 YEARS

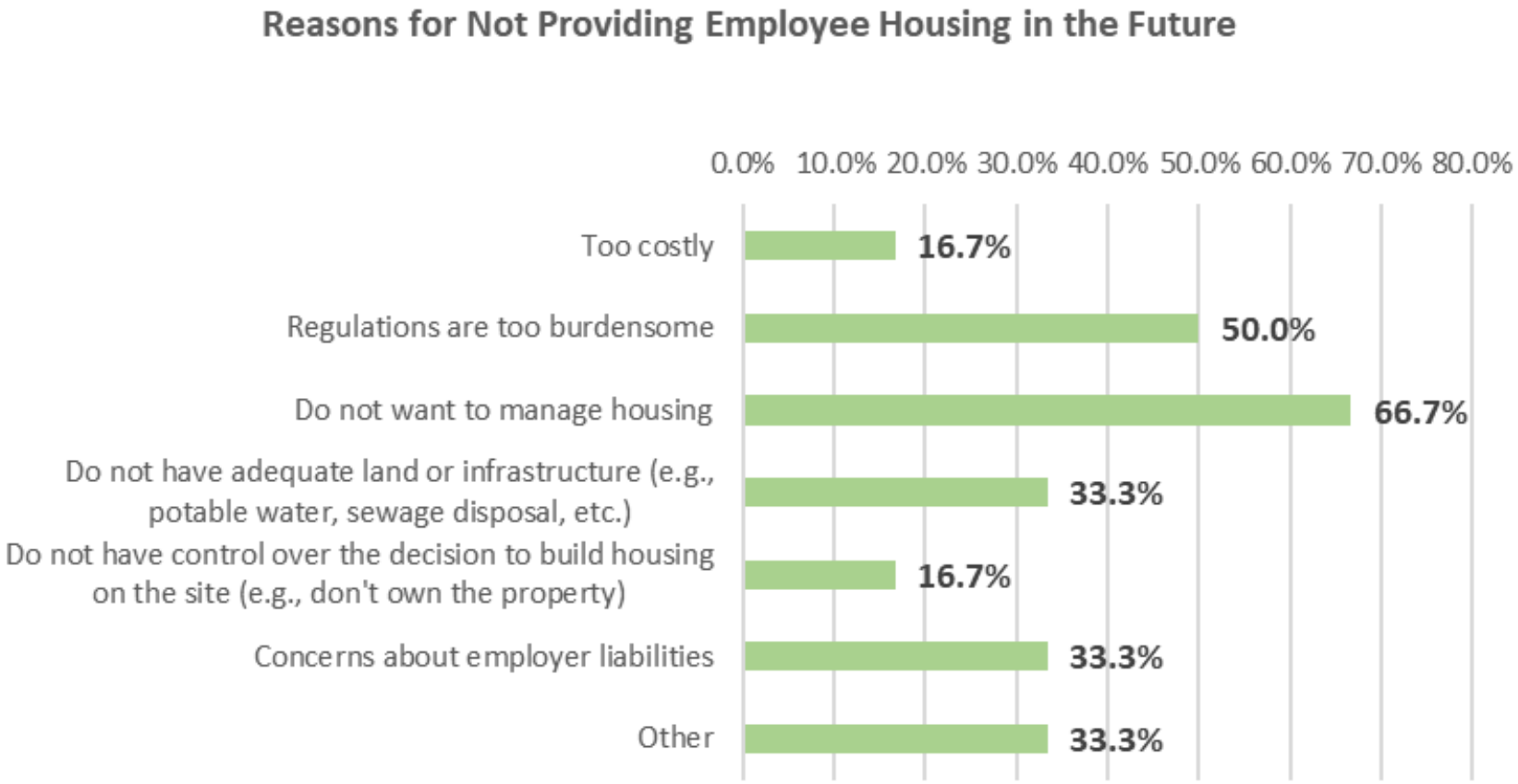
94 percent of respondents expected stable to growing labor needs over the next five years



ADEQUACY OF FARMWORKER HOUSING SUPPLY

77 percent of respondents do **not** agree that housing for farmworkers is available in sufficient quantities





REASONS FOR NOT PROVIDING EMPLOYEE HOUSING

The most frequently cited reason for not providing employee housing is not wanting to manage housing



FARMWORKER SURVEY

April to October 2023

FARMWORKER SURVEY – KEY ACTIVITIES

- BAE and FRP developed Farmworker Survey and supporting materials
- Project Partners implemented an outreach plan to inform the community about the survey.
  - Provided an overview of the project; developed a bilingual project website, bilingual flyers, informational videos in five languages; in-person booths at community events, and social media coverage.
  - Outreach was done directly to agricultural employers.
- BAE trained Farmworker Resource Program (FRP) staff for surveying
- *HFW!* and FRP coordinated outreach to schedule in-person farmworker survey interviews

FARMWORKER SURVEY – KEY ACTIVITIES (CONTD.)

- FRP conducted one-to-one survey interviews with farmworkers in five languages: Spanish, Mixteco, Zapoteco, Purepecha, English
- BAE monitored survey results and coordinated with *HFW!* and FRP to target surveys to reach targets by crop type and agricultural areas
- Level of effort required to complete this task:
  - ✓ Survey instrument was beta tested twice in Spanish for efficiency
  - ✓ iPads were used for surveying
  - ✓ Survey typically took 20-30 mins
  - ✓ Respondents were provided with an incentive on completion of the survey
- FRP confirmed that crop and location requirements were met (per the Survey Methodology); ensuring that all VC locations/ag roles were surveyed
- BAE tabulated results for incorporation into Phase 2-3 Summary Report

ESTIMATED FARMWORKER POPULATION

- BAE estimated an annual average annual farmworker employment of 25,000 in Ventura County *(Based on 2020 data from the California Employment Development Department, U.S. Bureau of Economic Analysis, and 2017 Census of Agriculture)*
  - Estimate represents jobs, not workers; may exclude those who are informally employed
  - Some jobs may be held by more than one worker (e.g., employee turnover during the year);
  - Some workers may hold more than one job in agriculture (e.g., work for more than one employer)

- County of Ventura 2021-2029 Housing Element estimated between 18,000 and 36,500 agricultural workers; and indicated that higher end of the range is more accurate and should be used for estimating farmworker housing needs. *(Based on information received from VC Agricultural Commissioner and House Farm Workers! task force)*

VC jurisdictions/stakeholders could use a minimum number of 25,000 for planning future housing; however, more housing may be necessary for informally employed farmworkers

FARMWORKER SURVEY RESPONSE

- FRP completed 417 in-person surveys with non H-2A Ventura County farmworkers between April 2023 and October 2023
- Survey respondents worked in all of Ventura County's major crops as well as packing houses, and agricultural support services, such as farm labor contractors
- Survey respondents worked in all of Ventura County's major agricultural regions

Completed Surveys vs. Targets by Survey Categories (417 completed surveys, 11-10-23)

Area*	Crops								
	Berries	Citrus	Avocado	Rotational Crops	Other	Rangeland	Support Activities	**Total Target***	*Surveyed **
Camarillo/Somis (a)	20	1	0	5	10	0	0	**36**	*70*
Fillmore/Piru	1	3	1	1	8	0	0	**15**	*34*
Meiners Oaks/Ojai (Upper and Lower)	1	0	0	0	2	0	0	**3**	*8*
Moorpark	15	5	2	1	5	0	0	**28**	*28*
Oxnard/Port Hueneme	149	1	0	17	11	0	0	**178**	*181*
Santa Paula	5	2	1	1	2	0	0	**12**	*52*
Simi Valley	0	0	0	0	0	0	0	**0**	*0*
Thousand Oaks-Newbury Park	0	0	0	0	0	0	0	**0**	*0*
Ventura (b)	19	0	0	1	1	0	0	**21**	*50*
Other (Countywide Support: FLC, Packing House, etc.)	0	0	0	0	0	0	104	**104**	
Total Target	**210**	**12**	**5**	**27**	**40**	**1**	**104**		
*Surveyed **	*231*	*72*	*69*	*82*	*45*	*6*	*106*		

* Refer to the Survey Stratification section in the Farmworker Survey Summary Report for explanation of agricultural sub-basins and survey targets. The completed surveys by crop and by area do not total to 417 because farmworkers could work with more than one crop and/or in more than one area.

Notes:
(a) Includes Arroyo Santa Rosa Valley and Pleasant Valley.
(b) Includes Ventura Mound.

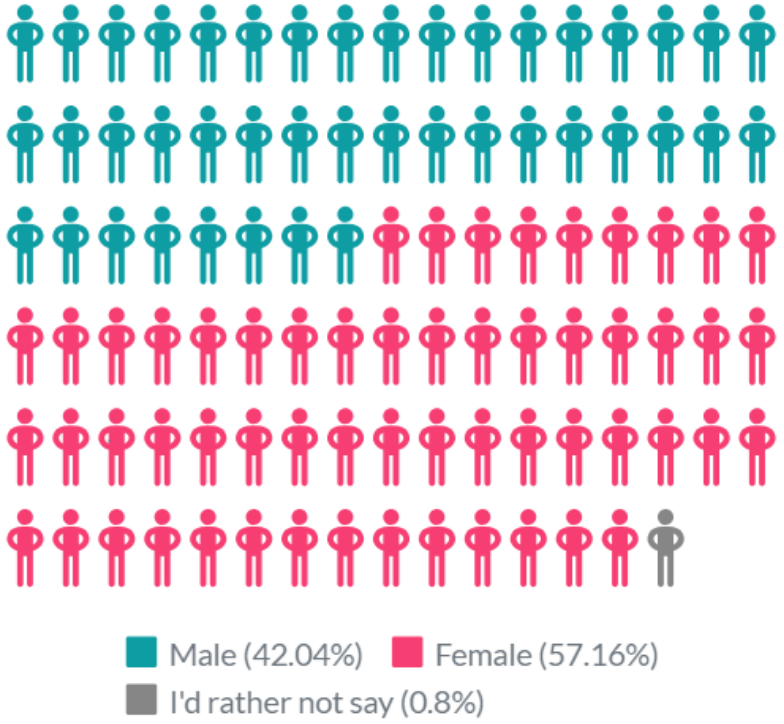
Source: BAE, 2024

SURVEY TARGETS

Total Target for Surveys: 400
Total Completed Surveys: 417

FARMWORKER SURVEY RESPONDENT CHARACTERISTICS

- 42 percent male, 57 percent female, remainder did not state
- Ages ranging from 18 to 78 and a median age of 39 years
- Representation across key sectors, including berry, orchard, rotational crops, nursery, packing houses, and farm labor contracting
- Representation across Ventura County's major agricultural regions

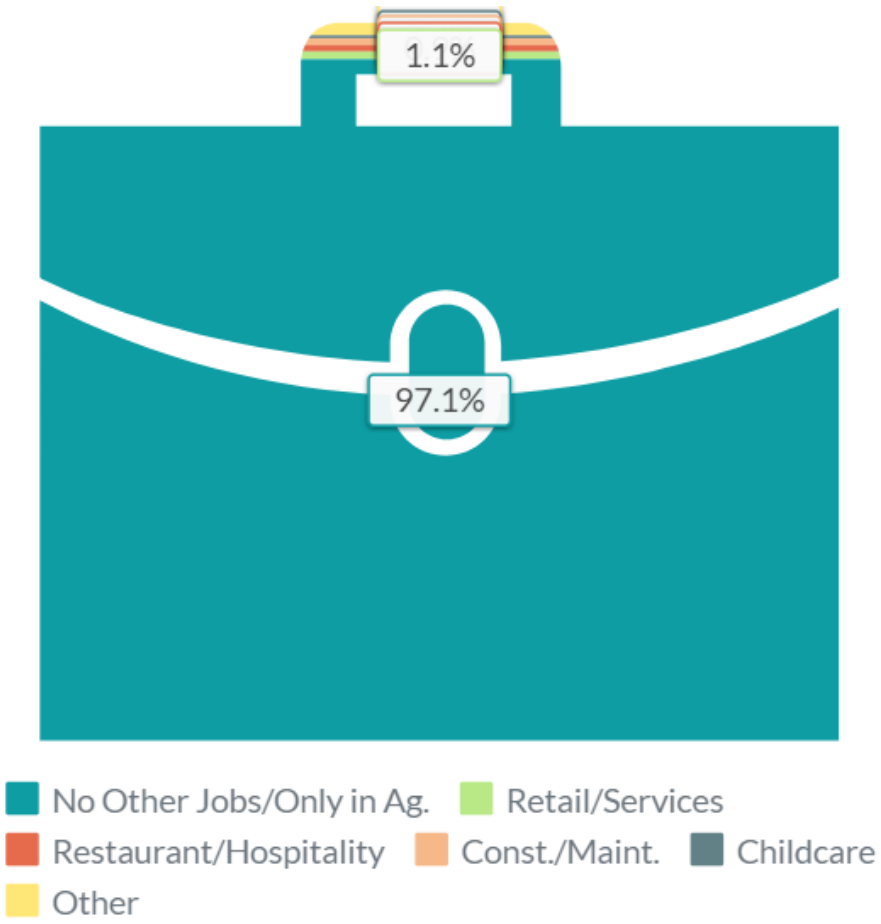




FARMWORKER SURVEY KEY OBSERVATIONS

JOBS IN ADDITION TO AGRICULTURE WORK

97.1 percent of respondents only work in agriculture



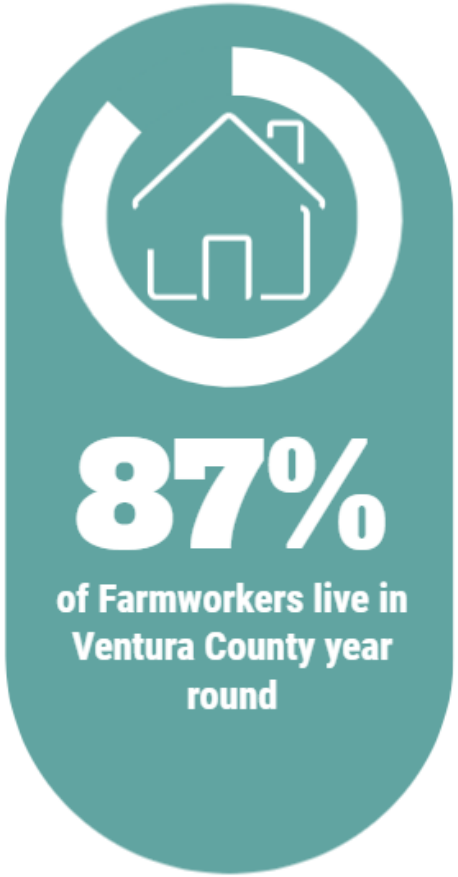
NUMBER OF YEARS LIVING IN VENTURA COUNTY

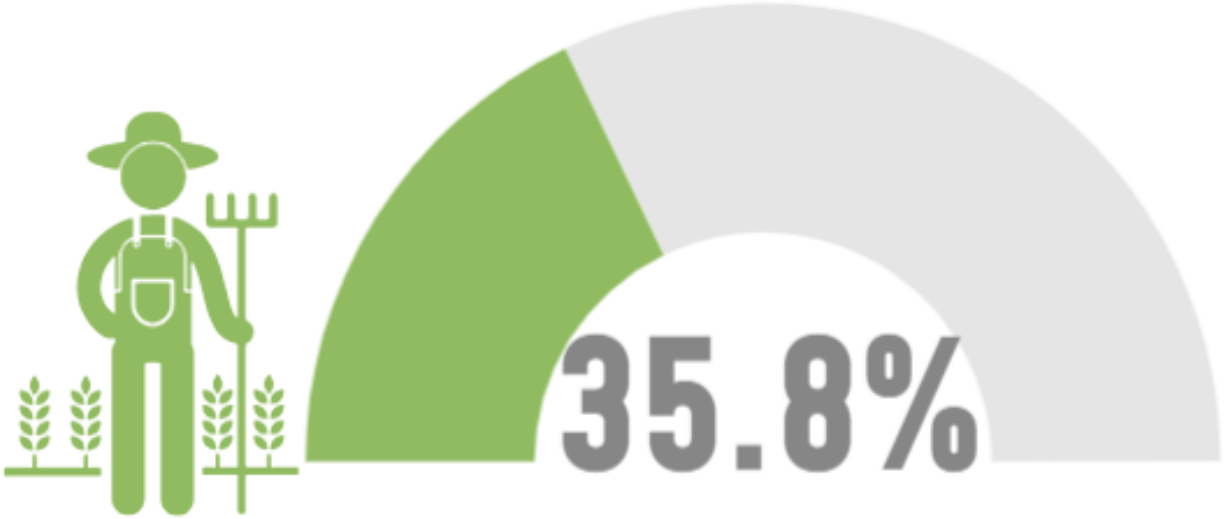
Half of farmworkers have lived here longer than 15 years and the other half have lived here less than 15 years



PORTION OF YEAR LIVING IN VENTURA COUNTY

Residency in Ventura County ranges from five months to 60 years with a median of 15 years.

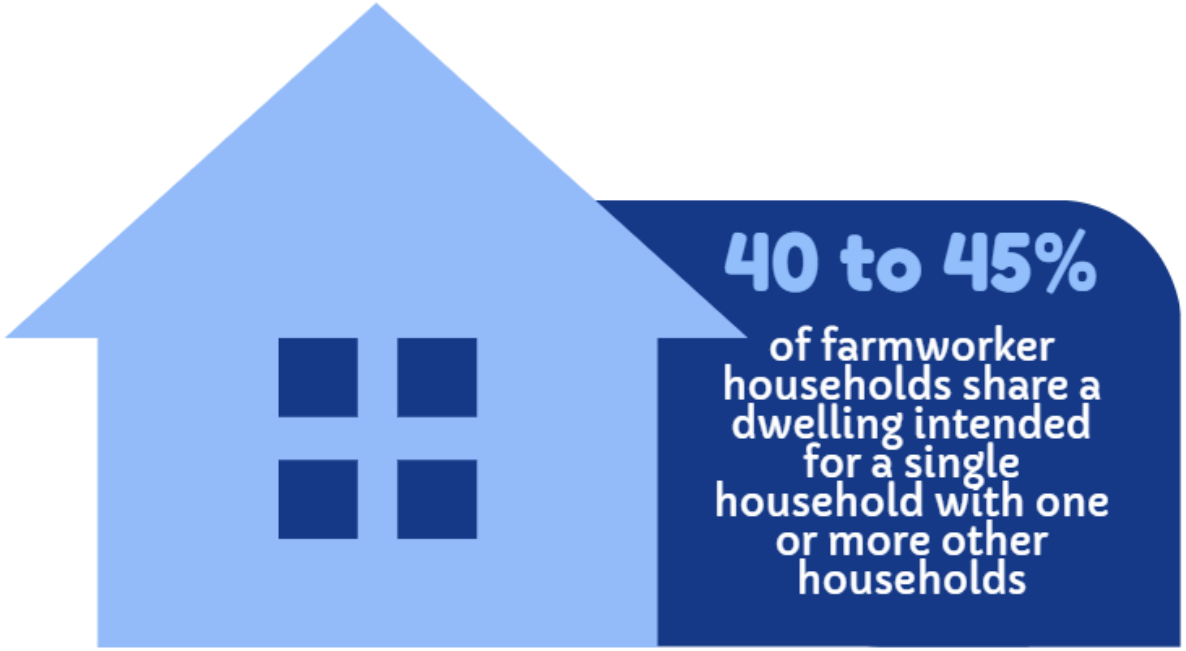




Types of repairs may range from minor issues (e.g., replace smoke detector, repair screens on windows, provide consistent trash collection, etc.) to major repairs affecting health & safety (e.g., fix poor condition of sewer/ septic system, no separate kitchen, mold/mildew, etc.) which may need addressing if they occur in the same unit

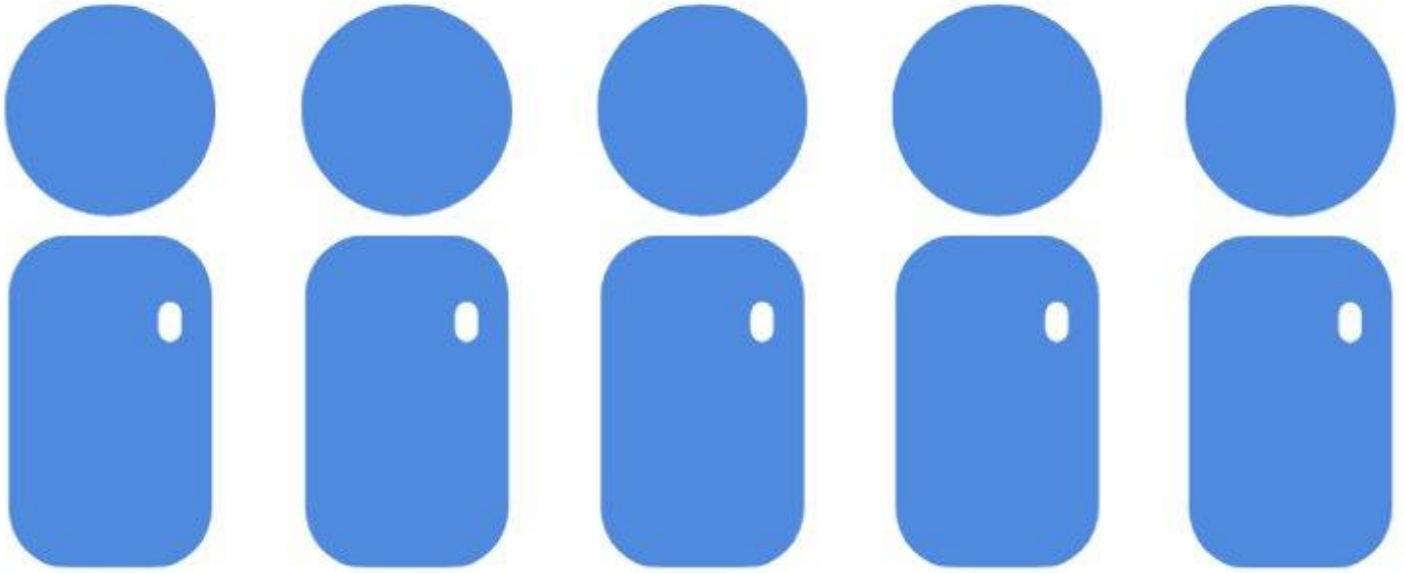
RESPONDENTS WITH SIX OR MORE HOUSING REPAIRS IDENTIFIED

While some conditions identified for repairs may, in isolation, be relatively minor, other conditions could cumulatively pose risks to health or personal safety/ security, for children, elderly, and vulnerable populations



FARMWORKER HOUSEHOLDS SHARING HOUSING UNITS WITH OTHER HOUSEHOLDS

- 40.1 percent of respondents share their bathroom with people from outside their household.
- 43.1 percent share the kitchen with people outside of their household.



**For the purposes of this report, a household includes related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit, is also counted as a household.*

FARMWORKER HOUSEHOLD SIZE

Median size of respondent households is 5 persons

INCOME

For the purposes of this report, a **household includes related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit, is also counted as a household.*

•Personal Income of Farmworkers	•The median personal earnings in 2022 for survey respondents was between $22,500 and $24,999
•Household* Income	•The median household income in 2022, when combined with other members of the household was $35,000 and $37,499
Income spent on Housing	48 percent of the combined household income is spent towards the cost of housing



PREFERRED HOUSING TYPE

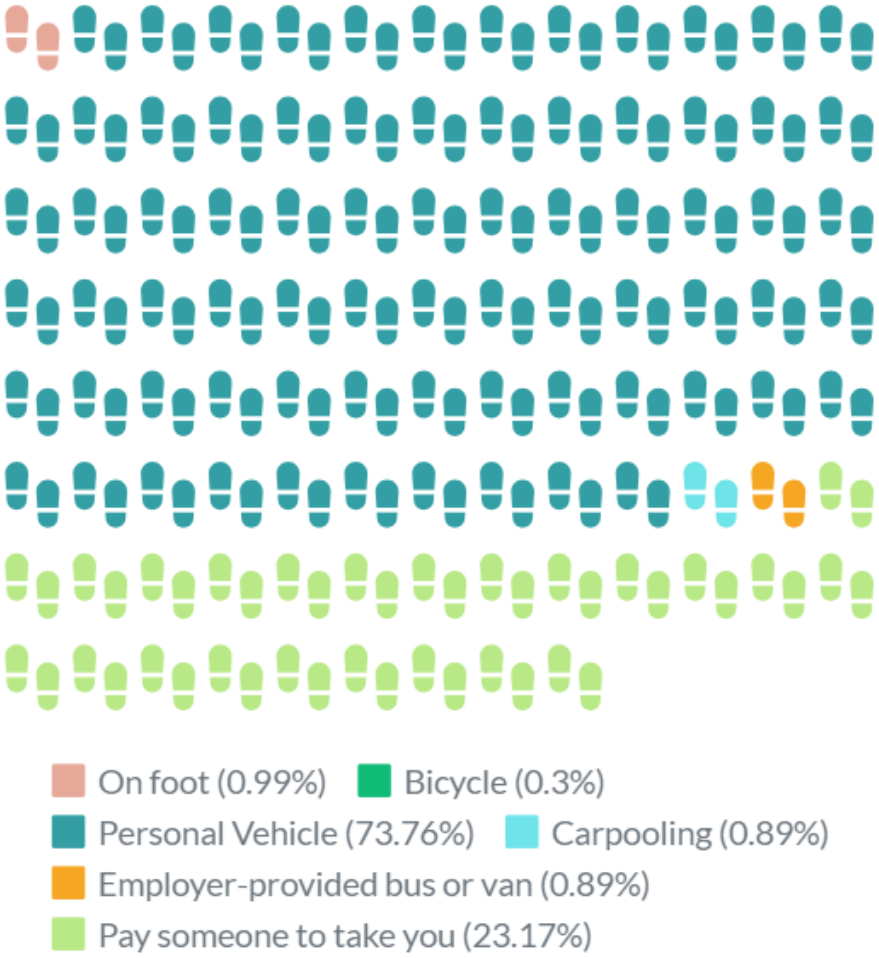
89.4 percent of respondents would prefer to live in a single-family house



House (89.4%) Mobile Home/Trailer (2.7%)
Apartment (6.5%) Did not answer (1.4%)

COMMUTE MODE

74 percent of respondents use personal vehicles for commute





FARMWORKER FOCUS GROUP MEETING

October 25, 2023

FOCUS GROUP MEETING
PLANNING

- Event funded by VCTC and UC Thelma Hansen
- Project Partners and VCTC developed boards in Spanish and English for focus group stations
- Planning Committee designed outreach materials in English and Spanish, and engaged with agricultural employers to gather focus group participants
- Conducted training for meeting facilitators
- Art area donated by the Santa Paula Art Museum



FOCUS GROUP MEETING
EVENT KEY ACTIVITIES

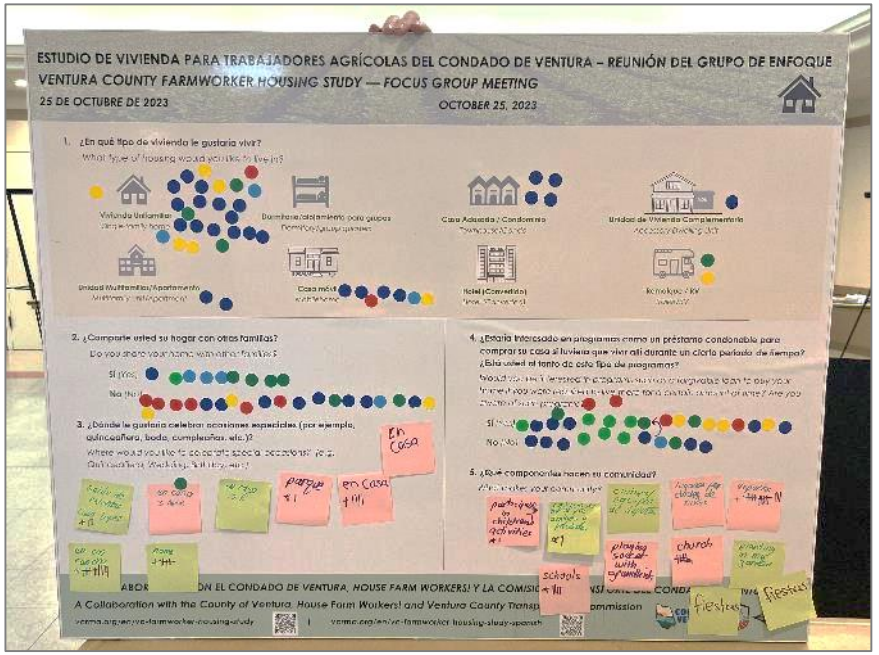
- Hosted focus group session with 34 participants, speaking 5 languages
- Participants brought family members, totaling 80 attendees
- 27 staff members from four agencies assisted with the event
- An incentive was provided to all farmworker participants, as well as a catered dinner for all attendees
- Coordination Committee compiled focus group input for inclusion in Survey Report



FOCUS GROUP MEETING KEY OBSERVATIONS: HOUSING

Participants

- 1/3 shared home
- 2/3 interested in forgivable loan to buy a home
- Spanish most common language spoken in participants' home

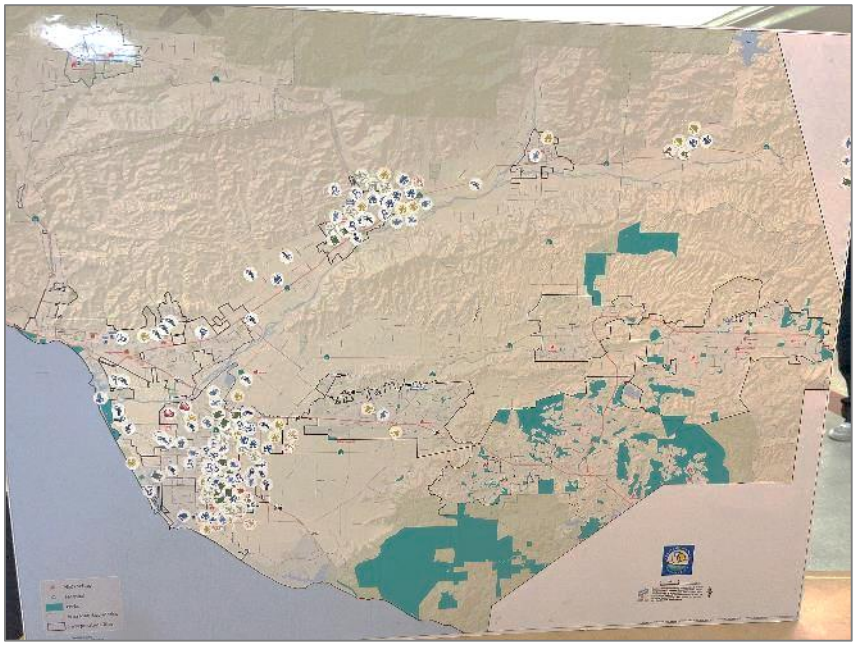


Participant Housing Challenges

- Unaffordable suitable housing
- Too small
- Distance to schools
- Not knowing who to contact about housing issues

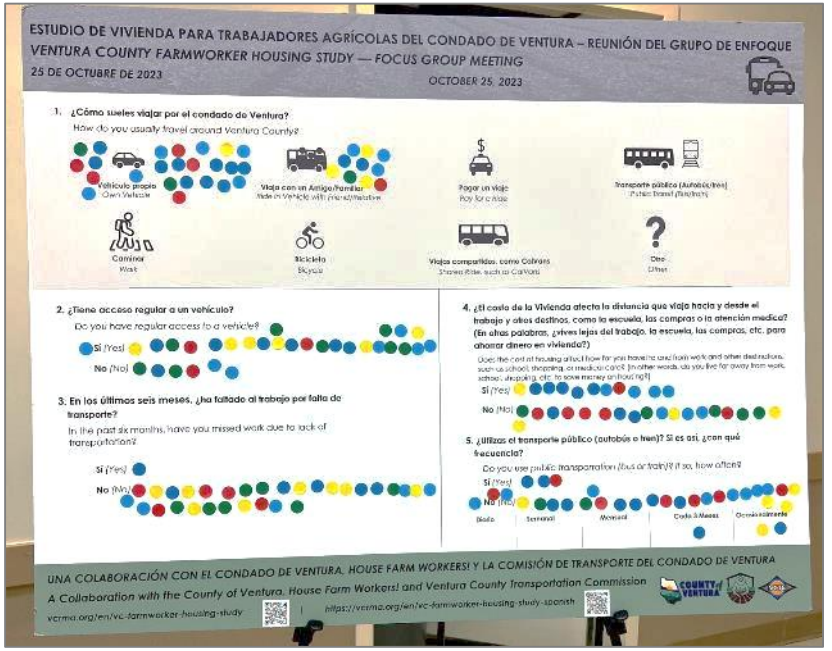
FOCUS GROUP MEETING KEY OBSERVATIONS: WHERE TO LIVE

- Focus group participants generally validated findings from the Farmworker Survey
  - Strong preference for single-family homes
  - Most farmworkers live in the Oxnard/Port Hueneme area and along the Highway 126 corridor
  - 40% would prefer living on a ranch; 60% would prefer living in a community
  - What makes a community? Sports, church, school, accessible amenities



FOCUS GROUP MEETING KEY OBSERVATIONS: TRANSPORTATION & COMMUNITY

- Transportation related challenges include cost, trouble with parking at home or work, feeling unsafe when using public transit
- Most farmworkers travel to work in a personal vehicle
- Cost, size, and distance to schools were the most commonly cited housing challenges
- Most participants indicated they did not know who to contact for assistance with transportation (2/3) or housing issues (97%)





AREAS OF AGREEMENT

AREAS OF AGREEMENT

Housing Crisis - All groups acknowledge the acute challenge of deteriorating housing availability and affordability for farmworkers in Ventura County, exacerbated by farmworkers' low wages and unique vulnerabilities.

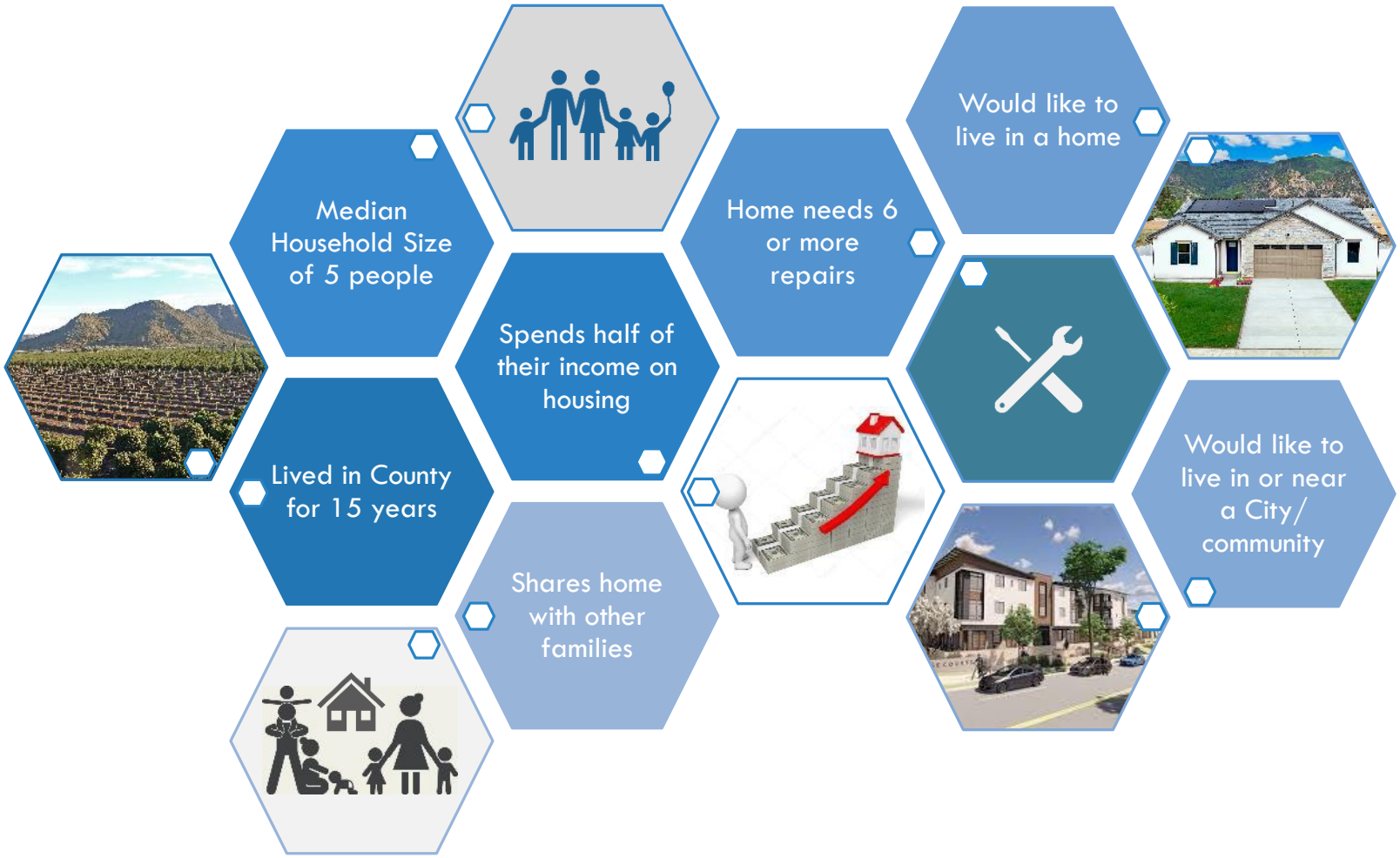
H-2A Workers – Stakeholder interviews and the Employer Survey respondents agree that there is increasing utilization of H-2A workers in response to a domestic labor shortage.

Housing Conditions - The Farmworker Survey and Focus Group Session both highlight that the current housing conditions for farmworkers are not adequate, with many compromising on their living arrangements, primarily due lack of affordability of more suitable housing.

AREAS OF AGREEMENT (CONTD.)

Transportation - Both the Farmworker Survey and Focus Group Session indicate that most farmworkers use personal vehicles for commuting, and the cost of transportation is a significant issue.

Lack of Knowledge of Where to Find Assistance – Both the Farmworker Survey and the Focus Group Session indicate that most farmworkers do not know where to find assistance for housing or social services needs.



AVERAGE VENTURA COUNTY FARMWORKER

NOTES FROM OUR FARMWORKERS AND THEIR FAMILIES

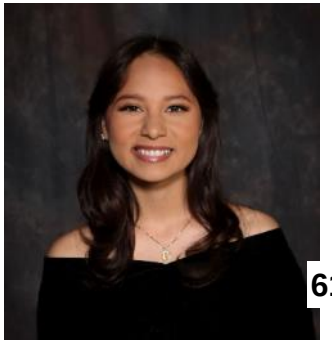
"The lack of affordable housing options has forced us to make do with what little we have, enduring the constant stress and uncertainty that comes with living in such conditions… **The thought of having a stable and safe home fills me with a sense of longing and a desire for the security and comfort that such a living situation could provide.** If we were fortunate enough to live in a more affordable housing environment, I imagine that the positive impacts would be profound…" ~ Julian O.

"Prior to living in Lloyd-Butler Ranch, **my family and I lived in a small garage that only had one window**. We're a family of 5 and there was never enough space for all us, so a lot of the time it was difficult to give each other the privacy we wanted and needed. For a long time, my mom kept on looking for houses and other places where we could rent but since my father's job isn't a high paying job it was very difficult to find a place that he could afford… **Since living here I'm able to say that my family looks more at peace and much happier, including myself**."

~Jamillet R.

"In our [one bedroom] apartment, **I sleep in the living room, along with my older brother and my younger brother, while my little sister sleeps in the bedroom with my mom and dad**. Having so many people in such a small space meant that the house was never quiet and while at times I appreciated it, there were even more where **I wished times were different**."

~Jazmin G.



NOTES FROM OUR FARMWORKERS AND THEIR FAMILIES



"We live in a mobilehome since 11 years… In winter, **we have to sleep with four blankets because our heating system doesn't work**. When it rains, **our roof and windows start leaking, so we have buckets to catch the rain**… In the summer when it gets hot, **ants start getting into our home, and there are ants everywhere.** They get into our food, and sometimes we can't eat the food until we pick out the ants."

~ Elizabeth R.

"We love living here [Cabrillo Economic Development Housing]. **I've seen the community here grow together.** Living in a good neighborhood has many benefits. We do not have any violence or the police patrolling the area at night. The community works together to maintain a safe environment… **I live in an area where we are close to stores, schools, and gas stations.** Walking to the school or the doctor takes less than 20 minutes which is great.

~ Angela C.

"Since I was a child, I have seen my parents' sacrifices to provide me with the necessities while working nonstop to pay the **high cost of rent** and even neglecting their health. **My family would not undergo the ongoing struggles if I lived in a more safe and affordable housing environment**…"

~ Agle R



"WE CELEBRATE THE TEAMWORK AMONG THE LEADERS AND COMMUNITY OF VENTURA COUNTY WHO SUPPORT IMPROVING HOUSING FOR FARMWORKERS, OUR ESSENTIAL WORKERS. THE SURVEY IS THE MOST RECENT EXAMPLE OF CONTINUING COLLABORATION."

~ADVISORY COUNCIL

STAKEHOLDER PRESENTATIONS

September 5, 2024 – Release of Survey Report and Media Outreach

September 10, 2024 – County Board of Supervisors

October to December 2024 – All Ten City Councils

October to December 2024 – Stakeholders

October 24, 2024 – HOME Conference (*HFW!* table)

Advisory Council members have opportunity to support at each stakeholder presentation event

NEXT STEPS

- **Phase 4:** Farmworker Housing Study and Action Plan (Fall 2024 to Fall 2025 - Anticipated)

- **Phase 5:** Community Engagement in Implementing the Action Plan (Fall 2025 – Anticipated)

For updates, see: *https://vcrma.org/en/vc-farmworker-housing-study*

To get involved, see: *https://vcrma.org/en/farmworker-get-involved*

RECOGNIZE HSA/FARMWORKER RESOURCE PROGRAM STAFF

The following Farmworker Resource Program staff provided invaluable contribution for Phases 2 and 3:

- **Talia Barrera**
- **Israel Vasquez**
- **Fatima Pena Galindo**
- **Esperanza Ramirez Reyes**
- **Flavio Reyes**
- **Francisca Secundino**
- **Espy Gonzalez**



QUESTIONS?

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES
- City Council Special Meeting November 6, 2024
- City Council Regular Meeting November 6, 2024

Date: November 20, 2024

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

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

ANALYSIS:

None.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

2024.11.06 City Council Special Minutes.pdf
2024.11.06 City Council Regular Minutes.pdf

CITY OF SANTA PAULA
City Council Special Meeting
November 6, 2024, 4:00 PM
MINUTES

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Cornejo called the meeting to order at 5:30 p.m.
Due to the Mountain Fire, item 4.A Santa Paula Animal Control and Shelter Services was postponed.

2) ROLL CALL

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

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) SANTA PAULA ANIMAL CONTROL AND SHELTER SERVICES

This item was postponed due to the Mountain Fire.

5) CLOSED SESSION

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

Council recessed to closed session.

6) CLOSED SESSION REPORT

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

7) ADJOURNMENT

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

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
City Council Regular Meeting
November 6, 2024, 6:30 PM
MINUTES

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Cornejo called the meeting to order at 6:33 pm.

2) INVOCATION

Chaplain Kay Wilson-Bolton provided the Invocation.

3) FLAG SALUTE

Councilmember Crosswhite led the flag salute.

4) ROLL CALL

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

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported Council met in closed session, reporting there was no reportable action taken on the following:
5.A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1) - Fred and Elaine Malzacher Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

6) PUBLIC COMMENT

None.

7) PRESENTATIONS

Mayor Cornejo announced that due to the Mountain Fire, some items in the agenda will be postponed to a later date.

7.A) RECYCLING AWARDS PRESENTATION BY ATHEN SERVICES

This item was postponed.

7.B) POLICE DEPARTMENT REPORT

This item was postponed.

7.C) COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT

This item was postponed.

8) CITY COUNCIL REPORTS

This item was postponed.

9) CITY MANAGER REPORTS

City Manager Dan Singer introduced the new Public Works Director Dale Goodman.

City Attorney Monica Castillo provided on the Dias, Resolution No. 7548 Proclaiming the Existence of a Local Emergency Regarding Mountain Fire. City Manager Dan Singer gave an update on the Mountain Fire, requesting Council to consider adding an item to the agenda, a resolution to declare a local emergency regarding the Mountain Fire, and approve the resolution.

At 7:10 p.m., Chief Aguilar provided the current update and activities of staff regarding the Mountain Fire.

Motion: Approve placing a resolution on the agenda regarding the Mountain Fire.
Moved by Pedro A Chavez, seconded by Carlos Juarez

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

Motion: Approve Resolution No. 7548 Proclaiming the Existence of a Local Emergency Regarding Mountain Fire.
Moved by Jenny Crosswhite, seconded by Pedro A Chavez

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

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Meeting October 15, 2024
City Council Regular Meeting October 15, 2024

10.B) MEASURE T FUND ALLOCATION AND EXCHANGE: 6TH STREET ROADWAY AND STORM DRAIN DISASTER RELATED REPAIR AND EMERGENCY FUND REIMBURSEMENT

10.C) SANTA CLARA RIVER MONITORING PROGRAM MEMORANDUM OF AGREEMENT

10.D) FIRST AMENDMENT TO CFD NO. 1 FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT - HARVEST AT LIMONEIRA

10.E) WELL NO. 6 ACCEPTANCE - HARVEST AT LIMONEIRA

This item was pulled for separate discussion and vote.
Vice Mayor Chavez recused himself from this item.

Motion: Approve Resolution No. 7545 Accepting Well No. 6 Facilities and the Well No. 6 Site.
Moved by Andy Sobel, seconded by Carlos Juarez

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

10.F) UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT AND BUDGET APPROPRIATION

10.G) SALE OF CITY PROPERTIES IN THE VICINITY OF 600 SOUTH PALM AVENUE

This item was pulled for separate discussion and vote.

Motion: Approve offer of $170,000 from Cedro Construction Inc for the purchase of one city-owned parcel totaling 18,730 square feet located south of 120 and 124 East Santa Maria Street (Assessor's Parcel Number: 104-0-065-185); and to accept an offer of $88,000 from Santa Paula Materials Inc. for the purchase of two city-owned parcels totaling 7,654 square feet east of 600 South Palm Avenue (Assessor's Parcel Numbers: 104-0-193-055 AND 104-0-193-095); authorize the City Manager to enter into Purchase and Sales Agreements with the buyers in forms approved by the City Attorney; and authorize a budget adjustment in the amount of $258,000 in revenues (GL 100-4-7500-6300) and $4,625 in escrow expenses (100-5-3001-209).
Moved by Andy Sobel, seconded by Pedro A Chavez

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

10.H) CalAPP GRANT FOR SOLAR PERMITTING & SYMBIUM SOFTWARE AGREEMENT

City Manager Dan Singer explained modifications to the staff reports on item 10.B and 10.H, shown on redline copy provided to Council on the Dias.

Vice Mayor Chavez recused himself from item 10.D and 10.E.

Items pulled for separate discussion and vote 10.G and 10.E.

Motion: Approve Consent Calendar items 10.A, 10.B, 10.C, 10.D, 10.F, 10.H, with the modifications on items 10.B and 10.H as presented by staff.

Vice Mayor Chavez recused himself from items 10.D and 10.E.
Moved by Jenny Crosswhite, seconded by Andy Sobel

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

11) PUBLIC HEARING

11.A) INTRODUCTION OF ORDINANCE NO. 1340 AMENDING SPMC CHAPTER 16.227 - ACCESSORY DWELLING UNITS

Mayor Cornejo opened the public hearing. With no public comments the public hearing was closed.

Motion: Approve Waiving first reading, read by title only, and introduce Ordinance No. 1340, entitled "An Ordinance of the City Council of the City of Santa Paula Amending Chapter 16.227 of the City of Santa Paula Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and Finding the Action to be Statutorily Exempt from CEQA under Public Resources Code § 21080.17."
Moved by Carlos Juarez, seconded by Pedro A Chavez

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

12) ACTION ITEMS

12.A) ANNUAL AUDIT - FY 22/23

This item was presented by Finance Director Christy Ramirez.
Veronica Hernandez with Rams, Anderson, Malody, Scott (RAMS), provided a presentation on the Annual Audited Financial Statements for the Fiscal Year ended June 30, 2023.

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

City Manager Dan Singer announced that postponed items will be added to November 20th.

14) ADJOURNMENT

Mayor Cornejo adjourned the meeting at 8:09 p.m. in memory Arnold Jue.

ATTEST:

_____

Julie Latshaw, City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: OCTOBER 2024 WARRANTS AND CERTIFICATIONS

Date: November 20, 2024

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for October 2024, starting check number 338696 and ending check number 339079.
2. Review and accept the "Certification of Salaries" for the pay period ending dates October 4th, 2024, through October 18th, 2024.

BACKGROUND:

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).

Presented in the attached documents:

a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.

b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').

d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.

e) Bank Code Summary by payment type.

f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates October 4th, 2024, through October 18th, 2024.

ANALYSIS:

See the attachment to this staff report for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

As an alternative to staff's recommendation, the City Council may:
1. Decline to receive and file October 2024 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

October 2024 AP and PY Certifications.pdf

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: **148638**
ENDING CHK #: **148651**

PAYROLL ENDING: 10/04/24
PAY DATE: 10/11/24

100	GENERAL FUND	335,430.73
104	GENERAL FUND-MEASURE T	78,714.74
206	STORMWATER PROGRAM	3,491.46
280	STATE GAS TAX FUND	19,732.30
405	AAA-AREA AGCY ON AG	1,378.14
504	HARVEST CFD EA1	627.98
610	SEWER ENTERPRISE FUND	11,589.13
620	WATER ENTERPRISE FUND	69,757.12
702	EQUIP. MAINT. FUND	12,247.05
	$	**532,968.65**

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Kristina Ochoa 11/12/24
for JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 11/12/24
MARIA RENTERIA - PAYROLL SPECIALIST DATED

11/12/24
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,679.32	335,430.73
104-GENERAL FUND-MEASURE T	1,602.26	78,714.74
206-STORMWATER PROGRAM	60.97	3,491.46
280-STATE GAS TAX	455.17	19,732.30
405-AAA (AREA AGCY ON AGING)	52.40	1,378.14
504-HARVEST CFD EA1	27.00	627.98
610-SEWER	254.50	11,589.13
620-WATER	1,469.13	69,757.12
702-EQUIPMENT MAINTENANCE	247.00	12,247.05
Grand Total:	**10,847.75**	**532,968.65**

CERTIFICATION OF SALARIES

BEG. CHK #: **148652**
ENDING CHK #: **148664**

PAYROLL ENDING: 10/18/24
PAY DATE: 10/25/24

100	GENERAL FUND	354,147.80
104	GENERAL FUND-MEASURE T	75,526.33
206	STORMWATER PROGRAM	3,489.14
280	STATE GAS TAX FUND	17,770.52
312	CA USED OIL BLOCK GRANT	744.70
405	AAA-AREA AGCY ON AG	1,653.40
610	SEWER ENTERPRISE FUND	11,412.51
620	WATER ENTERPRISE FUND	68,137.00
702	EQUIP. MAINT. FUND	12,247.05
		$ 545,128.45

CERTIFICATION
ALLOWED BY THE CITY COUNCIL

Kristina Ochoa 11/12/24
for JULIE LATSHAW - CITY CLERK DATED

PREPARED BY:

Maria Renteria 11/12/24
MARIA RENTERIA - PAYROLL SPECIALIST DATED

11/12/24
BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	7,925.91	354,147.80
104-GENERAL FUND-MEASURE T	1,577.30	75,526.33
206-STORMWATER PROGRAM	60.97	3,489.14
280-STATE GAS TAX	415.76	17,770.52
312-CA USED OIL BLOCK GRANT	10.00	744.70
405-AAA (AREA AGCY ON AGING)	64.25	1,653.40
610-SEWER	221.99	11,412.51
620-WATER	1,430.82	68,137.00
702-EQUIPMENT MAINTENANCE	247.00	12,247.05
Grand Total:	**11,954.00**	**545,128.45**

EXHIBIT B:

CERTIFICATION OF ACCOUNTS PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	338696	THRU:	338817	DATED:	October 3, 2024
CHECK NO.:	338818	THRU:	338821	DATED:	October 9, 2024
CHECK NO.:	338822	THRU:	338827	DATED:	October 14, 2024
CHECK NO.:	338832	THRU:	338937	DATED:	October 17, 2024
CHECK NO.:	338938	THRU:	338943	DATED:	October 28, 2024
CHECK NO.:	338944	THRU:	338948	DATED:	October 30, 2024
CHECK NO.:	338949	THRU:	339079	DATED:	October 31, 2024
DRAFT:	992301	THRU:	992306	DATED:	October 2, 2024
DRAFT:	992307	THRU:	992307	DATED:	October 10, 2024
DRAFT:	992308	THRU:	992308	DATED:	October 9, 2024
DRAFT:	992309	THRU:	992309	DATED:	October 17, 2024
DRAFT:	992310	THRU:	992312	DATED:	October 16, 2024
DRAFT:	992313	THRU:	992313	DATED:	October 23, 2024
DRAFT:	992314	THRU:	992314	DATED:	October 25, 2024
DRAFT:	992315	THRU:	992319	DATED:	October 30, 2024
VOIDED CHECK NO.:	338971	THRU:	338971	DATED:	October 31, 2024

COUNCIL MEETING DATE: November 20, 2024

AMOUNT OF CERTIFICATION: $ 5,943,933.79

DISTRIBUTION BY FUND

100	GENERAL FUND	$809,450.49
103	CABLE TELEVISION FUND	$2,239.00
104	PROF/CONTR SVCS-OTHER	$1,172,129.30
115	RECREATION PROGRAM	$7,766.97
205	NPDES STORMWATER QUALITY	$19,246.15
206	STORMWATER PROGRAM	$6,883.19
280	STATE GAS TAX	$76,586.66
281	LOCAL TRANSPORTATION TAX/LTF/TDA	$9,250.00
283	PROPOSITION 1B	$315,925.32
305	BEV CONTAINER RECYCLING	$24,376.30
312	CA USED OIL BLOCK GRANT	$3,081.72
405	AAA (AREA AGENCY ON AGING	$44,872.03
412	AMERICAN RESCUE PLAN	$374,563.09
450	HUD - CDBG	$927.70
500	HILLSBOROUGH OPEN SPACE MAINT	$110.00
503	GHAD-GEO HAZ ABATEMENT	$3,174.75
504	HARVEST CFD EA1	$753.04
610	SEWER ENTERPRISE	$1,607,749.46
620	WATER ENTERPRISE	$1,052,758.21
702	EQUIPMENT MAINTENANCE FUND	$33,595.56
800	CASH DEPOSIT TRUST FUND	$371,258.99
803	HARDING PARK TRUST	$6,559.86
804	DLA FOR FORMER RDA	$676.00
	TOTAL FUND DISTRIBUTION	$5,943,933.79

PREPARED BY: _____
ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY: _____
BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: November 12, 2024

EXCEPT: _____

CITY CLERK: _____
for JULIE LATSHAW, CITY CLERK

Fund Summary

Fund	Payment Amount
100 - GENERAL	809,450.49
103 - CABLE TELEVISION	2,239.00
104 - GENERAL FUND-MEASURE T	1,172,129.30
115 - GENERAL RECREATION PRO	7,766.97
205 - NPDES STORMWATER QUALITY	19,246.15
206 - STORMWATER PROGRAM	6,883.19
280 - STATE GAS TAX	76,586.66
281 - LOCAL TRANSPORTATION TDA	9,250.00
283 - ROAD MAINT & REHAB SB1	315,925.32
305 - BEV CONTAINER RECYCLING	24,376.30
312 - CA USED OIL BLOCK GRANT	3,081.72
405 - AAA (AREA AGCY ON AGING)	44,872.03
412 - AMERICAN RESCUE PLAN	374,563.09
450 - HUD- CDBG	927.70
500 - HILLSBOROUGH OPEN SPACE	110.00
503 - GHAD-GEO HAZ ABATE DIST	3,174.75
504 - HARVEST CFD EA1	753.04
610 - SEWER	1,607,749.46
620 - WATER	1,052,758.21
702 - EQUIPMENT MAINTENANCE	33,595.56
800 - MISC DEPOSITS	371,258.99
803 - HARDING PARK TRUST	6,559.86
804 - DLA FOR FORMER RDA	676.00
Grand Total:	**5,943,933.79**



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
010055	ACCUSOURCE INC	10/03/2024	Regular	0.00	231.87	338696
015448	ALL CITY MANAGEMENT SERVICES, INC.	10/03/2024	Regular	0.00	13,031.28	338697
015498	AMAZON CAPITAL SERVICES	10/03/2024	Regular	0.00	1,366.58	338698
015361	AMERICAN SOCIETY OF CIVIL ENGINEERING	10/03/2024	Regular	0.00	321.00	338699
011738	AT&T CALNET 3	10/03/2024	Regular	0.00	506.02	338700
015318	BADGER METER	10/03/2024	Regular	0.00	2,673.12	338701
016062	BANNER BANK	10/03/2024	Regular	0.00	7,286.11	338702
011253	BAY ALARM COMPANY	10/03/2024	Regular	0.00	872.82	338703
015284	BEE SPECIALIST	10/03/2024	Regular	0.00	500.00	338704
011102	BOOT BARN INC.	10/03/2024	Regular	0.00	242.41	338705
016019	BULLOCK, STEVEN WAYNE	10/03/2024	Regular	0.00	780.00	338706
011464	BUSINESS CARD	10/03/2024	Regular	0.00	170.00	338707
011464	BUSINESS CARD	10/03/2024	Regular	0.00	1,625.42	338708
011464	BUSINESS CARD	10/03/2024	Regular	0.00	1,687.01	338709
011464	BUSINESS CARD	10/03/2024	Regular	0.00	855.18	338710
011464	BUSINESS CARD	10/03/2024	Regular	0.00	1,789.63	338711
011464	BUSINESS CARD	10/03/2024	Regular	0.00	339.78	338712
011464	BUSINESS CARD	10/03/2024	Regular	0.00	3,661.11	338713
011464	BUSINESS CARD	10/03/2024	Regular	0.00	1,998.50	338714
011464	BUSINESS CARD	10/03/2024	Regular	0.00	1,752.92	338715
011464	BUSINESS CARD	10/03/2024	Regular	0.00	574.80	338716
011151	C.O.R. PLUMBING SUPPLIES	10/03/2024	Regular	0.00	1,160.00	338717
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA	10/03/2024	Regular	0.00	39.74	338718
011088	CALIFORNIA NARCOTIC OFFICERS ASSOCIATION	10/03/2024	Regular	0.00	1,420.00	338719
012679	CAL-STATE AUTO PARTS	10/03/2024	Regular	0.00	49.36	338720
016120	CANYON SPRINGS ENTERPRISES	10/03/2024	Regular	0.00	138,436.14	338721
011336	CDCE INC.	10/03/2024	Regular	0.00	180.00	338722
015999	CHARTER COMMUNICATIONS HOLDING, LLC	10/03/2024	Regular	0.00	309.77	338723
016140	CHAVEZ, PEDRO	10/03/2024	Regular	0.00	125.80	338724
015480	CNL FOOD PROS LLC	10/03/2024	Regular	0.00	517.65	338725
015678	CORNEJO, LESLIE	10/03/2024	Regular	0.00	125.80	338726
011164	CRANE PRINTING	10/03/2024	Regular	0.00	158.05	338727
013692	CROSSWHITE, JENNY	10/03/2024	Regular	0.00	125.80	338728
015452	CROWN AWARDS	10/03/2024	Regular	0.00	434.89	338729
015925	CS-ASSOCIATED MUNICIPAL CORP.	10/03/2024	Regular	0.00	15,022.13	338730
014331	CULLIGAN WATER	10/03/2024	Regular	0.00	81.85	338731
011811	DE LAGE LANDEN	10/03/2024	Regular	0.00	199.56	338732
012948	DIAL SECURITY 2021	10/03/2024	Regular	0.00	44.40	338733
016132	DXP ENTERPRISES, INC.	10/03/2024	Regular	0.00	41,224.72	338734
016156	EFUEL LLC	10/03/2024	Regular	0.00	6,970.18	338735
013360	ENGEO INCORPORATED	10/03/2024	Regular	0.00	1,725.75	338736
010385	ENVIRONMENTAL HEALTH DIVISION	10/03/2024	Regular	0.00	3,058.14	338737
010395	FAMCON PIPE & SUPPLY, INC.	10/03/2024	Regular	0.00	1,777.14	338738
010847	FARMERS IRRIGATION	10/03/2024	Regular	0.00	3,459.01	338739
014291	FEDEX	10/03/2024	Regular	0.00	58.92	338740
010404	FENCE FACTORY SATICOY	10/03/2024	Regular	0.00	73,266.13	338741
014348	FERRIS, SABRINA ZAN	10/03/2024	Regular	0.00	291.20	338742
010440	FGL ENVIRONMENTAL, INC	10/03/2024	Regular	0.00	1,488.00	338743
010417	FIREMASTER	10/03/2024	Regular	0.00	566.23	338744
015835	FLORES, ELIXEO	10/03/2024	Regular	0.00	68.25	338745
015972	FOUR STAR INVESTIGATIONS, LLC	10/03/2024	Regular	0.00	11,011.98	338746
010432	FRANK'S PAINT & HARDWARE	10/03/2024	Regular	0.00	1,072.29	338747
010441	FRUIT GROWERS SUPPLY CO	10/03/2024	Regular	0.00	608.08	338748
016449	GAYTAN, CARLOS	10/03/2024	Regular	0.00	1,002.41	338749

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
012371	GEO PLASTICS	10/03/2024	Regular	0.00	2,939.13	338750
015222	GOODSUITE	10/03/2024	Regular	0.00	1,136.69	338751
012800	GRANITE CONSTRUCTION COMPANY	10/03/2024	Regular	0.00	7,013.49	338752
014369	GSI WATER SOLUTIONS, INC.	10/03/2024	Regular	0.00	37,947.61	338753
010537	HOUSE SANITARY SUPPLY	10/03/2024	Regular	0.00	583.79	338754
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	10/03/2024	Regular	0.00	107,340.50	338755
010602	JENSEN DESIGN & SURVEY INC	10/03/2024	Regular	0.00	5,508.75	338756
013483	JUAREZ, CARLOS	10/03/2024	Regular	0.00	125.80	338757
010629	KIMBALL MIDWEST	10/03/2024	Regular	0.00	619.14	338758
011796	LANDS' END BUSINESS OUTFITTERS	10/03/2024	Regular	0.00	142.85	338759
013544	LARRY WALKER ASSOCIATES, INC.	10/03/2024	Regular	0.00	5,272.50	338760
015923	LATSHAW, JULIE	10/03/2024	Regular	0.00	125.80	338761
010017	LIEBERT CASSIDY WHITMORE	10/03/2024	Regular	0.00	5,070.00	338762
010061	LOWE'S	10/03/2024	Regular	0.00	1,203.48	338763
016301	LSY ENTERPRISE INC	10/03/2024	Regular	0.00	5,846.26	338764
015633	M6 CONSULTING, INC.	10/03/2024	Regular	0.00	3,412.50	338765
015829	MANUFACTURERS EDGE INC.	10/03/2024	Regular	0.00	953.12	338766
010129	MASAHISA, OTAGIRI	10/03/2024	Regular	0.00	1,452.31	338767
014436	MINER'S ACE HARDWARE	10/03/2024	Regular	0.00	800.11	338768
013911	MKN ASSOCIATES INC	10/03/2024	Regular	0.00	89,177.90	338769
012895	MNS ENGINEERS, INC.	10/03/2024	Regular	0.00	470.00	338770
015420	MONTELONGO, MARTIN	10/03/2024	Regular	0.00	120.00	338771
016570	NAJERA, BRITTANY	10/03/2024	Regular	0.00	629.00	338772
015312	NATIONAL RECREATION AND PARK ASSOCIATIC	10/03/2024	Regular	0.00	180.00	338773
012691	O'REILLY AUTOMOTIVE STORES, INC.	10/03/2024	Regular	0.00	1,230.21	338774
015443	PASSPORT LABS, INC.	10/03/2024	Regular	0.00	1,967.85	338775
013815	PATRIOT ENVIRONMENTAL SERVICES	10/03/2024	Regular	0.00	49,500.00	338776
015335	PAVEMENT COATING CO.	10/03/2024	Regular	0.00	152.41	338777
016305	PEREZ, JOSE LUIS	10/03/2024	Regular	0.00	308.00	338778
014663	PHOENIX CIVIL ENGINEERING, INC.	10/03/2024	Regular	0.00	2,175.00	338779
014320	POLYDYNE, INC.	10/03/2024	Regular	0.00	25,511.98	338780
010279	POTTER, DANIEL	10/03/2024	Regular	0.00	2,812.00	338781
010960	PUBLIC WORKS AGENCY	10/03/2024	Regular	0.00	6,239.96	338782
014934	RAMIREZ, JOSHUA	10/03/2024	Regular	0.00	741.00	338783
010326	RED WING SHOE STORE	10/03/2024	Regular	0.00	491.70	338784
010047	ROBERT HALF	10/03/2024	Regular	0.00	656.63	338785
015399	ROBERT WILLIAM COMPANY, LLC	10/03/2024	Regular	0.00	11,356.25	338786
015917	SANTA PAULA MATERIALS, INC.	10/03/2024	Regular	0.00	300.00	338787
014434	SESAC	10/03/2024	Regular	0.00	1,298.12	338788
014458	SHAH, KRISTEN	10/03/2024	Regular	0.00	1,170.00	338789
015368	SINGER, DAN	10/03/2024	Regular	0.00	125.80	338790
016569	SIR SPEEDY CENTER #03100, INC	10/03/2024	Regular	0.00	65.25	338791
013909	SITEONE LANDSCAPE SUPPLY, LLC	10/03/2024	Regular	0.00	169.98	338792
015035	SOBEL, ANDY	10/03/2024	Regular	0.00	125.80	338793
010795	SOUTHERN CALIFORNIA EDISON	10/03/2024	Regular	0.00	80,614.04	338794
016034	SPIRIT OF SANTA PAULA	10/03/2024	Regular	0.00	216,000.00	338795
015016	SPL LANDSCAPE INC.	10/03/2024	Regular	0.00	625.00	338796
013043	STAFFORD, STEVE	10/03/2024	Regular	0.00	300.00	338797
015809	STANDARD SITE RENTALS INC.	10/03/2024	Regular	0.00	132.48	338798
016378	THE LEW EDWARDS GROUP	10/03/2024	Regular	0.00	13,000.00	338799
011609	TRI COUNTY RESTAURANT SUPPLY	10/03/2024	Regular	0.00	40,757.58	338800
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	10/03/2024	Regular	0.00	1,575.00	338801
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	10/03/2024	Regular	0.00	386.86	338802
015818	URM TECHNOLOGIES, INC.	10/03/2024	Regular	0.00	190.01	338803
010903	USA BLUE BOOK	10/03/2024	Regular	0.00	718.78	338804
010910	VARNER, SCOTT	10/03/2024	Regular	0.00	5,889.37	338805
010975	VENTURA REGIONAL SANITATION DISTRICT	10/03/2024	Regular	0.00	4,142.12	338806
015849	VIRANI, SHAWN	10/03/2024	Regular	0.00	740.00	338807
013539	WAGE WORKS, INC.	10/03/2024	Regular	0.00	100.00	338808
016463	WMFY WE MAIL FOR YOU INC	10/03/2024	Regular	0.00	3,737.40	338809
013843	YOUNG, DUNCAN JAMES	10/03/2024	Regular	0.00	2,112.47	338810

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016027	YUNEX LLC	10/03/2024	Regular	0.00	11,391.09	338811
016062	BANNER BANK	10/09/2024	Regular	0.00	84,923.38	338818
016474	III-INTERACTIVE, LLC	10/09/2024	Regular	0.00	4,750.00	338819
015860	NEW YORK LIFE INSURANCE AND ANNUITY COI	10/09/2024	Regular	0.00	2,304.65	338820
012696	TORO ENTERPRISES, INC.	10/09/2024	Regular	0.00	1,613,544.19	338821
010378	ALBERTSON'S/SAFEWAY	10/17/2024	Regular	0.00	245.37	338832
015448	ALL CITY MANAGEMENT SERVICES, INC.	10/17/2024	Regular	0.00	14,374.63	338833
015498	AMAZON CAPITAL SERVICES	10/17/2024	Regular	0.00	6,226.95	338834
016125	ARANDA, MIKE	10/17/2024	Regular	0.00	1,800.00	338835
011297	ASSOCIATION OF WATER AGENCIES OF VENTUI	10/17/2024	Regular	0.00	350.00	338836
011368	ASWELL TROPHY	10/17/2024	Regular	0.00	26.77	338837
016547	ATLANTIC ULTRAVIOLET CORPORATION	10/17/2024	Regular	0.00	21,093.28	338838
015318	BADGER METER	10/17/2024	Regular	0.00	2,377.42	338839
016327	BADILLO, JOSE	10/17/2024	Regular	0.00	1,105.38	338840
016062	BANNER BANK	10/17/2024	Regular	0.00	12,316.45	338841
015218	BARAJAS, DAVID	10/17/2024	Regular	0.00	2,595.00	338842
016546	BARK AND BRANCH LANDSCAPING	10/17/2024	Regular	0.00	1,680.00	338843
016562	BITSOURCE LLC	10/17/2024	Regular	0.00	322.00	338844
016573	BLAKER, BENJAMIN	10/17/2024	Regular	0.00	1,700.00	338845
011110	BOWMAN CAR WASH	10/17/2024	Regular	0.00	1,164.00	338846
014870	BOYD & ASSOCIATES	10/17/2024	Regular	0.00	135.00	338847
011237	BTE COMMUNICATIONS, LLC	10/17/2024	Regular	0.00	152.92	338848
015398	BUNNIN CHEVROLET OF SANTA PAULA	10/17/2024	Regular	0.00	4.16	338849
011603	CALIFORNIA WOOD RECYCLING	10/17/2024	Regular	0.00	19,376.30	338850
011089	CAROLLO ENGINEERS	10/17/2024	Regular	0.00	9,222.50	338851
015874	CHANDLER ASSET MANAGEMENT, INC.	10/17/2024	Regular	0.00	2,614.68	338852
015999	CHARTER COMMUNICATIONS HOLDING, LLC	10/17/2024	Regular	0.00	1,565.77	338853
010418	CORELOGIC SOLUTIONS, LLC	10/17/2024	Regular	0.00	140.00	338854
015615	COUNTY OF VENTURA - CEO	10/17/2024	Regular	0.00	927.70	338855
010932	COUNTY OF VENTURA IT SERVICES	10/17/2024	Regular	0.00	1,851.20	338856
012939	CPRS MEMBERSHIP	10/17/2024	Regular	0.00	850.00	338857
011686	CROWN DODGE	10/17/2024	Regular	0.00	349.37	338858
011811	DE LAGE LANDEN	10/17/2024	Regular	0.00	1,442.02	338859
011210	DEPARTMENT OF JUSTICE	10/17/2024	Regular	0.00	384.00	338860
013724	DIRECT TV	10/17/2024	Regular	0.00	115.24	338861
016156	EFUEL LLC	10/17/2024	Regular	0.00	7,691.75	338862
016126	ENVISION VTA FD AUTO LLC	10/17/2024	Regular	0.00	1,427.02	338863
010404	FENCE FACTORY SATICOY	10/17/2024	Regular	0.00	63.13	338864
010440	FGL ENVIRONMENTAL, INC	10/17/2024	Regular	0.00	3,111.00	338865
010432	FRANK'S PAINT & HARDWARE	10/17/2024	Regular	0.00	614.17	338866
014061	FRONTIER COMMUNICATIONS	10/17/2024	Regular	0.00	2,319.45	338867
010441	FRUIT GROWERS SUPPLY CO	10/17/2024	Regular	0.00	105.13	338868
010451	GARDEN MARKET	10/17/2024	Regular	0.00	837.50	338869
010797	GAS COMPANY, THE	10/17/2024	Regular	0.00	38.21	338870
016449	GAYTAN, CARLOS	10/17/2024	Regular	0.00	1,363.96	338871
015222	GOODSUITE	10/17/2024	Regular	0.00	1,151.36	338872
010481	GRAINGER	10/17/2024	Regular	0.00	824.09	338873
012800	GRANITE CONSTRUCTION COMPANY	10/17/2024	Regular	0.00	184.94	338874
014686	HASA, INC.	10/17/2024	Regular	0.00	4,859.40	338875
010527	HDL COREN & CONE	10/17/2024	Regular	0.00	94.08	338876
010521	HERITAGE VALLEY TOURISM BUREAU	10/17/2024	Regular	0.00	10,000.00	338877
016127	HOMELAND LANGUAGE SERVICES LLC	10/17/2024	Regular	0.00	936.41	338878
010537	HOUSE SANITARY SUPPLY	10/17/2024	Regular	0.00	743.68	338879
016254	HUNT DESIGN ASSOCIATES, INC.	10/17/2024	Regular	0.00	2,767.50	338880
014988	INFRASCALE INC.	10/17/2024	Regular	0.00	1,590.91	338881
016343	JOEDICKER, LINA A.	10/17/2024	Regular	0.00	450.00	338882
016567	KIRBY OLDSMOBILE INC.	10/17/2024	Regular	0.00	344.46	338883
011796	LANDS' END BUSINESS OUTFITTERS	10/17/2024	Regular	0.00	480.15	338884
013544	LARRY WALKER ASSOCIATES, INC.	10/17/2024	Regular	0.00	8,729.25	338885
016574	LOPEZ, SANDRA	10/17/2024	Regular	0.00	370.00	338886
015633	M6 CONSULTING, INC.	10/17/2024	Regular	0.00	96,404.08	338887

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015032	MAGIC JUMP RENTALS VENTURA	10/17/2024	Regular	0.00	818.60	338888
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	10/17/2024	Regular	0.00	6,500.00	338889
016479	METRON FARNIER LLC	10/17/2024	Regular	0.00	3,863.75	338890
014436	MINER'S ACE HARDWARE	10/17/2024	Regular	0.00	481.76	338891
013911	MKN ASSOCIATES INC	10/17/2024	Regular	0.00	64,668.00	338892
012895	MNS ENGINEERS, INC.	10/17/2024	Regular	0.00	2,410.00	338893
016572	MVH VETERINARY CORP	10/17/2024	Regular	0.00	200.00	338894
016518	NAJIB, FAROOQ	10/17/2024	Regular	0.00	23,868.00	338895
015242	NAVARETTE, JUAN	10/17/2024	Regular	0.00	370.00	338896
010218	NEW IMAGE AUTO BODY	10/17/2024	Regular	0.00	247.00	338897
012691	O'REILLY AUTOMOTIVE STORES, INC.	10/17/2024	Regular	0.00	1,200.34	338898
015335	PAVEMENT COATING CO.	10/17/2024	Regular	0.00	88.96	338899
016305	PEREZ, JOSE LUIS	10/17/2024	Regular	0.00	246.00	338900
014663	PHOENIX CIVIL ENGINEERING, INC.	10/17/2024	Regular	0.00	72,285.90	338901
013594	POWERS ELECTRIC PRODUCTS CO.	10/17/2024	Regular	0.00	220.52	338902
010289	PROUSYS, INC	10/17/2024	Regular	0.00	17,525.00	338903
010960	PUBLIC WORKS AGENCY	10/17/2024	Regular	0.00	20,736.27	338904
012635	RAUL'S SMOG	10/17/2024	Regular	0.00	1,310.54	338905
010326	RED WING SHOE STORE	10/17/2024	Regular	0.00	1,229.76	338906
010047	ROBERT HALF	10/17/2024	Regular	0.00	8,233.07	338907
015859	ROGERS, ANDERSON, MALODY & SCOTT, LLP	10/17/2024	Regular	0.00	6,800.00	338908
016568	SALAZAR, ASHLEY	10/17/2024	Regular	0.00	55.00	338909
010711	SANTA PAULA TIMES	10/17/2024	Regular	0.00	535.61	338910
013467	SATICOY UPHOLSTERY - ZUNIGA, RUTILIO	10/17/2024	Regular	0.00	875.37	338911
016000	SCHMIDT, KENNETH L.	10/17/2024	Regular	0.00	44.55	338912
014880	SE&J FABRICATIONS, INC.	10/17/2024	Regular	0.00	540.00	338913
013909	SITEONE LANDSCAPE SUPPLY, LLC	10/17/2024	Regular	0.00	394.44	338914
010785	SMART & FINAL	10/17/2024	Regular	0.00	328.93	338915
011524	SOLID WASTE SOLUTIONS	10/17/2024	Regular	0.00	2,562.00	338916
010795	SOUTHERN CALIFORNIA EDISON	10/17/2024	Regular	0.00	101,360.02	338917
016034	SPIRIT OF SANTA PAULA	10/17/2024	Regular	0.00	72,000.00	338918
016130	STANEWICH III, JOHN	10/17/2024	Regular	0.00	360.00	338919
011144	STAPLES, INC.	10/17/2024	Regular	0.00	98.99	338920
016560	STAR SPORTS THEATRE ARTS AND RECREATION	10/17/2024	Regular	0.00	50,000.00	338921
011871	SUNBELT RENTALS, INC.	10/17/2024	Regular	0.00	560.94	338922
016288	TAFOYA, ANTHONY	10/17/2024	Regular	0.00	257.40	338923
012696	TORO ENTERPRISES, INC.	10/17/2024	Regular	0.00	234,012.55	338924
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	10/17/2024	Regular	0.00	461.25	338925
011389	TYLER TECHNOLOGIES, INC	10/17/2024	Regular	0.00	5,139.56	338926
011891	ULINE SHIPPING SUPPLIES	10/17/2024	Regular	0.00	4,473.21	338927
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	10/17/2024	Regular	0.00	170.41	338928
010903	USA BLUE BOOK	10/17/2024	Regular	0.00	232.91	338929
013736	V.C.T.C.	10/17/2024	Regular	0.00	230.00	338930
015186	VENTURA COUNTY AUTO SUPPLY, INC.	10/17/2024	Regular	0.00	1,637.20	338931
015375	VENTURA LOCKSMITHS	10/17/2024	Regular	0.00	2,275.00	338932
010975	VENTURA REGIONAL SANITATION DISTRICT	10/17/2024	Regular	0.00	412,573.33	338933
011539	VERIZON WIRELESS	10/17/2024	Regular	0.00	3,182.48	338934
013550	WHITE CAP, L.P.	10/17/2024	Regular	0.00	663.95	338935
016463	WMFY WE MAIL FOR YOU INC	10/17/2024	Regular	0.00	3,637.40	338936
016465	ZUMA CONSTRUCTION GROUP, INC.	10/17/2024	Regular	0.00	209,000.00	338937
011464	BUSINESS CARD	10/30/2024	Regular	0.00	130.10	338944
011464	BUSINESS CARD	10/30/2024	Regular	0.00	2,406.47	338945
011464	BUSINESS CARD	10/30/2024	Regular	0.00	4,257.20	338946
011464	BUSINESS CARD	10/30/2024	Regular	0.00	1,582.50	338947
016592	HERNANDEZ, SERGIO CHRISTOPHER VALLE	10/30/2024	Regular	0.00	1,421.00	338948
015244	ACCURATE FIRST AID SERVICES	10/31/2024	Regular	0.00	171.59	338949
012682	ALL PHASE UTILITY AND LEAK LOCATING, INC	10/31/2024	Regular	0.00	4,311.54	338950
015428	ALL STAR ELITE SPORTS	10/31/2024	Regular	0.00	1,646.74	338951
016304	ALL TRAFFIC SOLUTIONS, INC.	10/31/2024	Regular	0.00	46.65	338952
011513	ALVAREZ, LORENA	10/31/2024	Regular	0.00	170.20	338953
015498	AMAZON CAPITAL SERVICES	10/31/2024	Regular	0.00	9,575.88	338954

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016375	ARRIAGA, ELIJAH	10/31/2024	Regular	0.00	577.50	338955
011368	ASWELL TROPHY	10/31/2024	Regular	0.00	27.31	338956
011354	AT&T MOBILITY	10/31/2024	Regular	0.00	1,280.77	338957
016062	BANNER BANK	10/31/2024	Regular	0.00	19,039.16	338958
011231	BARON INDUSTRIES	10/31/2024	Regular	0.00	190.84	338959
012318	CALIFORNIA BUILDING STANDARDS COMMISSI	10/31/2024	Regular	0.00	2,282.40	338960
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA	10/31/2024	Regular	0.00	605.15	338961
012679	CAL-STATE AUTO PARTS	10/31/2024	Regular	0.00	107.21	338962
016120	CANYON SPRINGS ENTERPRISES	10/31/2024	Regular	0.00	93,665.01	338963
016017	CASTELLON, FABIAN	10/31/2024	Regular	0.00	3,000.00	338964
011336	CDCE INC.	10/31/2024	Regular	0.00	180.00	338965
016444	CENDEJAS, ERIC	10/31/2024	Regular	0.00	423.00	338966
015999	CHARTER COMMUNICATIONS HOLDING, LLC	10/31/2024	Regular	0.00	374.76	338967
010418	CORELOGIC SOLUTIONS, LLC	10/31/2024	Regular	0.00	140.00	338968
011149	COSTCO WHOLESALE	10/31/2024	Regular	0.00	1,070.00	338969
011161	CRAGOE PEST SERVICES INC	10/31/2024	Regular	0.00	2,280.00	338970
	Void	10/31/2024	Regular	0.00	0.00	338971
011164	CRANE PRINTING	10/31/2024	Regular	0.00	636.51	338972
016370	CRIPE, SEBASTIAN ALEXANDER	10/31/2024	Regular	0.00	560.00	338973
011174	CSULB FOUNDATION	10/31/2024	Regular	0.00	466.00	338974
014331	CULLIGAN WATER	10/31/2024	Regular	0.00	640.18	338975
011811	DE LAGE LANDEN	10/31/2024	Regular	0.00	496.75	338976
011210	DEPARTMENT OF JUSTICE	10/31/2024	Regular	0.00	544.00	338977
016583	DERUSSELL, ALEXANDER M.	10/31/2024	Regular	0.00	500.00	338978
012948	DIAL SECURITY 2021	10/31/2024	Regular	0.00	44.40	338979
013975	DODOS DESIGN - GARCIA, DAVID	10/31/2024	Regular	0.00	12,782.22	338980
016156	EFUEL LLC	10/31/2024	Regular	0.00	7,877.46	338981
013360	ENGEO INCORPORATED	10/31/2024	Regular	0.00	1,449.00	338982
010385	ENVIRONMENTAL HEALTH DIVISION	10/31/2024	Regular	0.00	1,855.87	338983
015900	EXPRESS GLASS AND WINDOW, INC.	10/31/2024	Regular	0.00	1,235.00	338984
010187	F M PEARCE Company	10/31/2024	Regular	0.00	1,327.35	338985
010847	FARMERS IRRIGATION	10/31/2024	Regular	0.00	3,459.01	338986
014348	FERRIS, SABRINA ZAN	10/31/2024	Regular	0.00	340.60	338987
010440	FGL ENVIRONMENTAL, INC	10/31/2024	Regular	0.00	793.00	338988
015835	FLORES, ELIXEO	10/31/2024	Regular	0.00	123.60	338989
012437	FMP UNIFORM CO.	10/31/2024	Regular	0.00	72.17	338990
010432	FRANK'S PAINT & HARDWARE	10/31/2024	Regular	0.00	495.50	338991
014061	FRONTIER COMMUNICATIONS	10/31/2024	Regular	0.00	800.00	338992
010441	FRUIT GROWERS SUPPLY CO	10/31/2024	Regular	0.00	194.43	338993
010797	GAS COMPANY, THE	10/31/2024	Regular	0.00	114.16	338994
016532	GREAT WESTERN INSTALLATIONS, INC	10/31/2024	Regular	0.00	15,000.00	338995
015916	HAPA VETERINARY GROUP, INC.	10/31/2024	Regular	0.00	145.00	338996
010537	HOUSE SANITARY SUPPLY	10/31/2024	Regular	0.00	730.09	338997
010582	INTERNATIONAL CODE COUNCIL, INC.	10/31/2024	Regular	0.00	67.11	338998
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	10/31/2024	Regular	0.00	15,893.28	338999
014735	JOHNSON CONTROLS SECURITY SOLUTIONS	10/31/2024	Regular	0.00	872.59	339000
010629	KIMBALL MIDWEST	10/31/2024	Regular	0.00	366.94	339001
014388	LANE, NICK	10/31/2024	Regular	0.00	155.00	339002
016582	LARSON, KIRK	10/31/2024	Regular	0.00	1,000.00	339003
013454	LEIBOLD MCCLENDON & MANN	10/31/2024	Regular	0.00	676.00	339004
010061	LOWE'S	10/31/2024	Regular	0.00	120.92	339005
016365	LUNA, RAYMOND	10/31/2024	Regular	0.00	455.00	339006
015633	M6 CONSULTING, INC.	10/31/2024	Regular	0.00	32,074.48	339007
016367	MACIAS, CARLOS ABRAHAM	10/31/2024	Regular	0.00	472.50	339008
016581	MAGDALENO, RODOLFO A	10/31/2024	Regular	0.00	1,000.00	339009
015442	MARIPOSA LANDSCAPES, INC.	10/31/2024	Regular	0.00	6,135.58	339010
011884	MARTINEZ, TIM	10/31/2024	Regular	0.00	140.60	339011
016374	MATA, IZAYAH	10/31/2024	Regular	0.00	420.00	339012
016533	MATA, SIMON	10/31/2024	Regular	0.00	1,540.00	339013
016580	MENDEZ, MARCUS	10/31/2024	Regular	0.00	350.00	339014
016371	MENDOZA, JESUS	10/31/2024	Regular	0.00	525.00	339015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016589	MINERO, ALEXANDRO	10/31/2024	Regular	0.00	140.60	339016
014436	MINER'S ACE HARDWARE	10/31/2024	Regular	0.00	1,337.29	339017
016077	MORAGA, LARRY CHRIS	10/31/2024	Regular	0.00	1,375.00	339018
010218	NEW IMAGE AUTO BODY	10/31/2024	Regular	0.00	605.19	339019
010237	OFFICE DEPOT	10/31/2024	Regular	0.00	88.23	339020
010241	OILFIELD ELECTRIC & MOTOR	10/31/2024	Regular	0.00	14,345.00	339021
016579	ON TRACK & FIELD, INC	10/31/2024	Regular	0.00	1,023.99	339022
012691	O'REILLY AUTOMOTIVE STORES, INC.	10/31/2024	Regular	0.00	3,201.03	339023
015443	PASSPORT LABS, INC.	10/31/2024	Regular	0.00	3,302.82	339024
014415	PEDRO R. REYES	10/31/2024	Regular	0.00	350.00	339025
016591	PEREZ, MARCOS	10/31/2024	Regular	0.00	29.60	339026
010289	PROUSYS, INC	10/31/2024	Regular	0.00	15,775.00	339027
013730	QUADIENT LEASING USA, INC.	10/31/2024	Regular	0.00	173.80	339028
016364	RABAGO, ALIAS	10/31/2024	Regular	0.00	402.50	339029
016373	RABAGO, ISAAC	10/31/2024	Regular	0.00	490.00	339030
016500	RABAGO, MARK ANDREW	10/31/2024	Regular	0.00	1,320.00	339031
016372	RAMIREZ, BOBBY	10/31/2024	Regular	0.00	437.50	339032
014934	RAMIREZ, JOSHUA	10/31/2024	Regular	0.00	897.00	339033
016587	RAMOS, ABEL BENJAMIN	10/31/2024	Regular	0.00	245.00	339034
016586	RAMOS, ISAIAH	10/31/2024	Regular	0.00	367.50	339035
016585	RAMOS, NOAH JAKE	10/31/2024	Regular	0.00	350.00	339036
016348	RANGEL, DENISE	10/31/2024	Regular	0.00	526.50	339037
014261	RIESGO, CHRIS	10/31/2024	Regular	0.00	1,000.00	339038
011535	RIOS, GENA	10/31/2024	Regular	0.00	296.00	339039
010047	ROBERT HALF	10/31/2024	Regular	0.00	2,048.37	339040
016496	ROSS-CAMPBELL, INC.	10/31/2024	Regular	0.00	5,000.00	339041
010520	RP RENTALS	10/31/2024	Regular	0.00	82.78	339042
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC	10/31/2024	Regular	0.00	12,500.00	339043
011263	SANTA PAULA SELF STORAGE	10/31/2024	Regular	0.00	765.00	339044
014880	SE&J FABRICATIONS, INC.	10/31/2024	Regular	0.00	954.67	339045
010785	SMART & FINAL	10/31/2024	Regular	0.00	370.17	339046
010795	SOUTHERN CALIFORNIA EDISON	10/31/2024	Regular	0.00	27,231.85	339047
015016	SPL LANDSCAPE INC.	10/31/2024	Regular	0.00	16,820.00	339048
013043	STAFFORD, STEVE	10/31/2024	Regular	0.00	300.00	339049
015809	STANDARD SITE RENTALS INC.	10/31/2024	Regular	0.00	878.98	339050
011144	STAPLES, INC.	10/31/2024	Regular	0.00	2,829.63	339051
016177	STEIGER, JEFFREY S.	10/31/2024	Regular	0.00	12,000.00	339052
010823	SUN BADGE CO, INC	10/31/2024	Regular	0.00	159.03	339053
015285	SUPERIOR PRINTING & GRAPHICS	10/31/2024	Regular	0.00	60.09	339054
015001	SYNAGRO-WWT, INC.	10/31/2024	Regular	0.00	23,540.78	339055
015728	THE COUNSELING TEAM INTERNATIONAL	10/31/2024	Regular	0.00	2,200.00	339056
012696	TORO ENTERPRISES, INC.	10/31/2024	Regular	0.00	268,079.07	339057
012070	TRAFFIC TECHNOLOGIES	10/31/2024	Regular	0.00	344.57	339058
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	10/31/2024	Regular	0.00	1,575.00	339059
010883	U-RENT INC	10/31/2024	Regular	0.00	41.48	339060
015818	URM TECHNOLOGIES, INC.	10/31/2024	Regular	0.00	60.00	339061
016206	VALENZUELA, ULI	10/31/2024	Regular	0.00	29.60	339062
010910	VARNER, SCOTT	10/31/2024	Regular	0.00	5,889.37	339063
016584	VEGA, RENE Z. MARRON	10/31/2024	Regular	0.00	455.00	339064
015186	VENTURA COUNTY AUTO SUPPLY, INC.	10/31/2024	Regular	0.00	218.69	339065
010938	VENTURA COUNTY SHERIFF'S OFFICE	10/31/2024	Regular	0.00	4,172.00	339066
015375	VENTURA LOCKSMITHS	10/31/2024	Regular	0.00	369.09	339067
010975	VENTURA REGIONAL SANITATION DISTRICT	10/31/2024	Regular	0.00	153,347.59	339068
010952	VENTURA TROPHY COMPANY	10/31/2024	Regular	0.00	4,593.38	339069
011258	VIC'S PLUMBING SUPPLY, INC.	10/31/2024	Regular	0.00	24.78	339070
016426	VILLANUEVA, EMILIO	10/31/2024	Regular	0.00	490.00	339071
016590	VIRAMONTES, ALBERT	10/31/2024	Regular	0.00	140.60	339072
013550	WHITE CAP, L.P.	10/31/2024	Regular	0.00	1,904.27	339073
015847	WHITE RABBIT MAGIC LLC	10/31/2024	Regular	0.00	1,650.00	339074
011010	WILLDAN ENGINEERING	10/31/2024	Regular	0.00	66,293.25	339075
014968	WILLDAN FINANCIAL SERVICES	10/31/2024	Regular	0.00	9,358.00	339076

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016463	WMFY WE MAIL FOR YOU INC	10/31/2024	Regular	0.00	4,177.40	339077
013843	YOUNG, DUNCAN JAMES	10/31/2024	Regular	0.00	1,449.60	339078
016276	YSI, INC	10/31/2024	Regular	0.00	1,000.00	339079

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	865	361	0.00	5,363,117.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	865	**362**	**0.00**	**5,363,117.65**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
010331	RELIANCE STANDARD LIFE INSURANCE	10/03/2024	Regular	0.00	5,309.85	338812
011103	COLONIAL LIFE & ACCIDENT	10/03/2024	Regular	0.00	2,070.17	338813
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	10/03/2024	Regular	0.00	722.52	338814
010371	METLIFE SBC	10/03/2024	Regular	0.00	304.16	338815
014422	RELIANCE STANDARD LIFE INSURANCE	10/03/2024	Regular	0.00	4,797.60	338816
010331	RELIANCE STANDARD LIFE INSURANCE	10/03/2024	Regular	0.00	557.23	338817
011688	CALIFORNIA STATE DISBURSEMENT UNIT	10/14/2024	Regular	0.00	1,120.95	338822
010553	ICMA RETIREMENT TRUST-457	10/14/2024	Regular	0.00	17,617.10	338823
010554	ICMA RETIREMENT TRUST-457 (PT)	10/14/2024	Regular	0.00	1,300.88	338824
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	10/14/2024	Regular	0.00	1,020.00	338825
010291	SEIU LOCAL 721	10/14/2024	Regular	0.00	469.10	338826
010898	UNITED WAY OF VENTURA COUNTY	10/14/2024	Regular	0.00	11.00	338827
011688	CALIFORNIA STATE DISBURSEMENT UNIT	10/28/2024	Regular	0.00	1,103.87	338938
010553	ICMA RETIREMENT TRUST-457	10/28/2024	Regular	0.00	17,617.25	338939
010554	ICMA RETIREMENT TRUST-457 (PT)	10/28/2024	Regular	0.00	1,404.88	338940
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	10/28/2024	Regular	0.00	1,020.00	338941
010291	SEIU LOCAL 721	10/28/2024	Regular	0.00	552.85	338942
010898	UNITED WAY OF VENTURA COUNTY	10/28/2024	Regular	0.00	11.00	338943
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	10/02/2024	Bank Draft	0.00	73,409.60	992301
010420	INTERNAL REVENUE SERVICE	10/02/2024	Bank Draft	0.00	57,409.52	992302
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	10/02/2024	Bank Draft	0.00	18,009.05	992303
014872	STATE OF CALIFORNIA EDD - SDI	10/02/2024	Bank Draft	0.00	1,499.45	992304
013539	WAGE WORKS, INC.	10/02/2024	Bank Draft	0.00	1,194.81	992306
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	10/10/2024	Bank Draft	0.00	85,853.37	992307
013539	WAGE WORKS, INC.	10/09/2024	Bank Draft	0.00	77.00	992308
013539	WAGE WORKS, INC.	10/17/2024	Bank Draft	0.00	264.24	992309
010420	INTERNAL REVENUE SERVICE	10/16/2024	Bank Draft	0.00	50,551.08	992310
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	10/16/2024	Bank Draft	0.00	15,518.41	992311
014872	STATE OF CALIFORNIA EDD - SDI	10/16/2024	Bank Draft	0.00	1,534.58	992312
013539	WAGE WORKS, INC.	10/23/2024	Bank Draft	0.00	4,708.57	992313
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	10/25/2024	Bank Draft	0.00	70,621.09	992314
010420	INTERNAL REVENUE SERVICE	10/30/2024	Bank Draft	0.00	54,125.35	992315
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	10/30/2024	Bank Draft	0.00	16,899.75	992316
014872	STATE OF CALIFORNIA EDD - SDI	10/30/2024	Bank Draft	0.00	1,528.59	992317
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	10/30/2024	Bank Draft	0.00	70,501.18	992318
013539	WAGE WORKS, INC.	10/30/2024	Bank Draft	0.00	100.09	992319

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	119	18	0.00	57,010.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	211	18	0.00	523,805.73
EFT's	0	0	0.00	0.00
	330	**36**	**0.00**	**580,816.14**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	984	379	0.00	5,420,128.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	211	18	0.00	523,805.73
EFT's	0	0	0.00	0.00
	1195	**398**	**0.00**	**5,943,933.79**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2024	5,943,933.79
			5,943,933.79

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 1340 AMENDING SPMC CHAPTER 16.227 - ACCESSORY DWELLING UNITS

Date: November 20, 2024

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council conduct the second reading of and adopt Ordinance No. 1340 amending Chapter 16.227 "Accessory Dwelling Units" of the Santa Paula Municipal Code, thereby aligning with State housing legislation taking effect January 1, 2025.

BACKGROUND:

Ordinance Process

At the November 6, 2024 City Council meeting the City Council waived the first reading and introduced Ordinance No. 1340, entitled: "An Ordinance of the City Council of the City of Santa Paula Amending Chapter 16.227 of the City of Santa Paula Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and Finding the Action to be Statutorily Exempt from CEQA Under Public Resources Code § 21080.17." Ordinance No. 1340 is returning to the City Council at this meeting for second reading and adoption.

Project Background

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amended various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs. In 2024, the California Legislature approved, and the Governor signed into law, two new bills — AB 2533 and SB 1211 — that further amend state ADU law as summarized below.

AB 2533 – Unpermitted ADUs and JADUs

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU not complying with applicable building, state, or local ADU standards. One exception allows a city to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes this by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to *January 1, 2020*; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to *comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings).* (See amended Gov. Code, § 66332(a)–(f).)

SB 1211 – Replacement Parking Requirements; Multifamily ADUs

Replacement Parking

Existing state law prohibits the City from requiring off -street parking spaces to be replaced when a garage, carport, or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU.

SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an *uncovered* parking space is demolished for or replaced with an ADU. (See amended Gov. Code, § 66314(d)(11).)

Multifamily ADUs

SB 1211 further defines livable space in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within "portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages …." The term "livable space" is not defined by existing state ADU law.

SB 1211 changes this by *adding a new definition:* "'Livable space' means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation." (See amended Gov. Code, § 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs.

Under SB 1211, a lot with an *existing* multifamily dwelling can have up to *eight* detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a *proposed* multifamily dwelling can have — the limit remains at two. (See amended Gov. Code, § 66323(a)(4).)

Best Practice Alignment & Clerical Updates

Best, Best & Krieger ("BBK") with whom the City is contracted to handle the ongoing update of the Municipal Code over the next several years, provided staff with a model update of the current SPMC Chapter 16.227 language. This model provided the necessary language updates for alignment with AB 2533 and SB 1211, and also incorporated suggested best practice and clerical updates for the rest of Chapter 16.227 in order to bring the entire code section up to date.

Staff reviewed the best practice and clerical suggestions for compatibility with prior Council

direction, and incorporated these relatively minor changes wherever possible. Although only the aforementioned AB 2533 and SB 1211 updates require enactment by cities no later than January 1, 2025, staff felt it prudent to include all of the Chapter 16.227 updates together, in order to expedite this portion of the ongoing Municipal Code update process.

ANALYSIS:

Both AB 2533 and SB 1211 take effect January 1, 2025. To remain valid, the City's ADU ordinance (SPMC Chapter 16.227) must comply with the requirements of AB 2533 and SB 1211 that impose new limits on local authority to regulate Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs") by said date. The adoption of Ordinance No. 1340 (Attachment A) tonight ensures the City's ADU ordinance will comply with AB 2533 and SB 1211 before January 1, 2025.

Environmental Review

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

STRATEGIC PLAN:

Reviewing the City's municipal code for updates to reduce irrelevancy directly relates to Strategic Plan Goal G.2 Municipal Code.

FISCAL IMPACTS:

There are no direct fiscal impacts from this code update. A relatively minor increase in property tax revenues is possible if the overall number of ADUs increases due to reduced restrictions. Construction of an ADU does not trigger reassessment of the main property, so any property tax increase would be based on the value of the ADU itself.

Should this Ordinance not be adopted, however, the potential costs to the City for fines and/or litigation from the State for misalignment with State housing law after January 1, 2025 would be unknown, but could be significant.

OPTIONS:

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

1. Do not adopt Ordinance No. 1340 amending SPMC Chapter 16.227 "Accessory Dwelling Units" which will result in misalignment of the City's ADU ordinance with State housing law as of January 1, 2025.
2. Request staff return with a modified Ordinance.

ATTACHMENTS:

A - CC Ordinance No. 1340 ADU Code Update inc. Ex. A-1 Revised SPMC Chapter 16.227 -

Final.pdf

ATTACHMENT A

ORDINANCE NO. 1340
&
EXHIBIT A-1: REVISED SPMC CHAPTER 16.227

ORDINANCE NO. 1340

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTER 16.227 OF THE CITY OF SANTA PAULA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

WHEREAS, the City of Santa Paula, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, Assembly Bill 2533 ("AB 2533") and Senate Bill 1211 ("SB 1211"), which further amend state ADU law; and

WHEREAS, AB 2533 and SB 1211 take effect on January 1, 2025, and for the City's ADU ordinance to remain valid, it must be amended to reflect the requirements of AB 2533 and SB 1211; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect AB 2533's and SB 1211's changes to state law and current best practices; and

WHEREAS, on October 22, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on November 6, 2024, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Santa Paula does ordain as follows:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4. Code Amendment. Chapter 16.227 of the Santa Paula Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit "A-1," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. HCD Submittal. In accordance with Government Code section 66326, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 970 E. Ventura Street, Santa Paula, California, 93060.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Santa Paula, California, at a regular meeting of the City Council held on the ___ day of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF SANTA PAULA

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

_____
Monica Castillo, City Attorney

EXHIBIT A-1

Amended ADU Regulations

(follows this page)

Chapter 16.227 – Accessory Dwelling Units

§ 16.227.010 Accessory Dwelling Units

(a) **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.

(b) **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:

(1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

(2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

(3) Considered in the application of any local ordinance, policy, or program to limit residential growth.

(4) Required to correct a nonconforming zoning condition, as defined in subsection (c)(8) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

(c) **Definitions.** As used in this section, terms are defined as follows:

(1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined by section 17958.1 of the California Health and Safety Code; and

(B) A manufactured home, as defined by section 18007 of the California Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

(4) “Efficiency kitchen” means a kitchen that includes all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.

(5) “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:

(A) It is no more than 500 square feet in size.

(B) It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.

(C) It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

(D) If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.

(E) It includes an efficiency kitchen, as defined in subsection (c)(4) above.

(6) “Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

(7) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(8) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

(9) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

(10) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(11) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(12) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(d) **Approvals.** The following approvals apply to ADUs and JADUs under this section:

(1) **Building-Permit Only.** If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:

(A) **Converted on Single-Family Lot:** One ADU as described in this subsection (d)(1)(A) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and

(ii) Has exterior access that is independent of that for the single-family dwelling; and

(iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

(iv) The JADU complies with the requirements of Government Code sections 66333 through 66339.

(B) **Limited Detached on Single-Family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (d)(1)(A) above), if the detached ADU satisfies each of the following limitations:

(i) The side- and rear-yard setbacks are at least four feet.

(ii) The total floor area is 800 square feet or smaller.

(iii) The peak height above grade does not exceed the applicable height limit in subsection (e)(2) below.

(C) **Converted on Multifamily Lot:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (d)(1)(C), at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.

(D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:

(i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.

(ii) The peak height above grade does not exceed the applicable height limit provided in subsection (e)(2) below.

(iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) **ADU Permit.**

(A) Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.

(B) The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the Community & Economic Development Director or his or her designee and approved by the City Council by resolution.

(3) **Process and Timing.**

(A) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

(B) The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed

application within 60 days, the application is deemed approved unless either:

(i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(ii) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

(C) If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (d)(3)(B) above.

(D) A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

(e) **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections (d)(1) or (d)(2) above:

(1) **Zoning.**

(A) An ADU subject only to a building permit under subsection (d)(1) above may be created on a lot in a residential, commercial or mixed-use zone.

(B) An ADU subject to an ADU permit under subsection (d)(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

(C) In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) **Height.**

(A) Except as otherwise provided by subsections (e)(2)(B) and (e)(2)(C) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in

height. Alternatively, an ADU in compliance with the underlying zone setbacks is permitted to use the underlying zone height regulations.

(B) A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit. Alternatively, an ADU that meets the requirements of this subsection (e)(2)(B) that complies with the underlying zone setbacks is permitted to use the underlying zone height regulations.

(C) A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height, unless it meets the setback requirements of the underlying zone, except as provided in subsection (e)(2)(B) above.

(D) An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (e)(2)(D) may not exceed two stories.

(E) For purposes of this subsection (e)(2), height is measured from existing legal grade or base flood elevation, whichever is higher, to the peak of the structure, as determined by the Community & Economic Development Director or his or her designee.

(3) **Fire Sprinklers.**

(A) Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

(B) The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(4) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

(5) **No Separate Conveyance.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the

primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

(6) **Septic System.** If the ADU or JADU will connect to an onsite wastewater-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

(7) **Owner Occupancy.**

(A) ADUs created under this section on or after January 1, 2020 are not subject to an owner-occupancy requirement.

(B) As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection (e)(7)(B) does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

(8) **Deed Restriction.** Prior to issuance of a certificate of occupancy for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the city's Community & Economic Development Department. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

(A) Except as otherwise provided in Government Code section 66341, the ADU or JADU may not be sold separately from the primary dwelling.

(B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.

(C) The deed restriction runs with the land and may be enforced against future property owners.

(D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Community & Economic Development Director, providing evidence that the ADU or JADU has in fact been eliminated. The Community & Economic Development Director or his or her designee may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Community & Economic Development Director's, or his or her designee's, determination consistent with other

provisions of this Code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

(E) The deed restriction is enforceable by the Community & Economic Development Director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

(9) **Building & Safety.**

(A) **Must comply with building code.** Subject to subsection (e)(9)(B) below, all ADUs and JADUs must comply with all local building code requirements.

(B) **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the city's Community & Economic Development Director, or his or her designee, makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (e)(9)(B) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

(f) **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection (d)(2) above.

(1) **Maximum Size.**

(A) The maximum size of a detached or attached ADU subject to this subsection (f) is 850 square feet for a studio or one-bedroom unit and 1,200 square feet for a unit with two or more bedrooms.

(B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

(C) Application of other development standards in this subsection (f), such as lot coverage, might further limit the size of the ADU, but no

application of the percent-based size limit in subsection (f)(1)(B) above or of a front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

(2) **Setbacks.**

(A) ADUs that are subject to this subsection (f) must conform to 4-foot side and rear setbacks. ADUs that are subject to this subsection (f) must conform to 20-foot front setbacks, subject to subsection (f)(1)(C) above.

(B) No setback is required for an ADU that is subject to this subsection (f) if the ADU is constructed in the same location and to the same dimensions as an existing structure.

(3) **Lot Coverage.** No ADU subject to this subsection (f) may cause the total lot coverage of the lot to exceed the underlying zone, subject to subsection (f)(1)(C) above.

(4) **Minimum Open Space.** No ADU subject to this subsection (f) may cause the total percentage of open space of the lot to fall below the underlying zone, subject to subsection (f)(1)(C) above.

(5) **Passageway.** No passageway, as defined by subsection (c)(9) above, is required for an ADU.

(6) **Parking.**

(A) No off-street parking spaces are required for any new or converted ADU.

(B) No Replacement. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(7) **Architectural Requirements.**

(A) The materials and colors of the exterior walls, roof, windows and doors must be compatible with the appearance and architectural design of those of the primary dwelling.

(B) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

(C) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

(D) The ADU must have an independent exterior entrance, apart from that of the primary dwelling.

(E) The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior ceiling height of not less than seven feet, as determined by the Community & Economic Development Director or his or her designee.

(F) No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.

(G) All windows and doors in an ADU less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

(8) **Landscape Requirements.** Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

(A) At least one 15-gallon size plant must be provided for every five linear feet of exterior ADU wall. Alternatively, at least one 24" box size plant must be provided for every ten linear feet of exterior ADU wall.

(B) Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.

(C) All landscaping must be drought-tolerant and compliant with MWELO standards.

(9) **Historical Protections.** An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

(10) **Allowed Stories.** No ADU subject to this subsection (f) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (e)(2)(D) of this section.

(g) **Fees.** The following requirements apply to all ADUs that are approved under subsections (d)(1) or (d)(2) above.

(1) Impact Fees.

(A) No impact fee is required for <u>one</u> ADU that is less than 750 square feet in size. For purposes of this subsection (g)(1), "impact fee"

means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

(B) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

(2) **Utility Fees.**

(A) If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

(B) Except as described in subsection (g)(2)(A), converted ADUs on a single-family lot that are created under subsection (d)(1)(A) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.

(C) Except as described in subsection (g)(2)(A), all ADUs that are not covered by subsection (g)(2)(B) require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.

(i) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

(ii) The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

(h) **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures**.

(1) **Generally.** The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

(2) **Unpermitted ADUs and JADUs constructed before 2020.**

(A) **Permit to Legalize.** As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:

(i) The ADU or JADU violates applicable building standards, or

(ii) The ADU or JADU does not comply with state ADU or JADU law or this ADU ordinance (Chapter 16.227).

(B) **Exceptions:**

(i) Notwithstanding subsection (h)(2)(A) above, the city may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.

(ii) Subsection (h)(2)(A) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

(i) **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that would otherwise be allowed under this section but that does not conform to the objective design or development standards set forth in subsections (a) through (h) of this section may be allowed by the city with a conditional use permit, in accordance with the other provisions of this title.

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: CONTINGENCY INCREASE TO OILFIELD ELECTRIC & MOTOR CONTRACT FOR INSTALLATION OF EMERGENCY GENERATOR (COMMUNITY CENTER)

Date: November 20, 2024

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize a Contingency Increase of $11,325 to the Oilfield Electric & Motor Contract for the Installation of Emergency Generator at the Community Center.

BACKGROUND:

In October 2020, staff applied for a Community Power Resiliency Allocation Grant with the California Governor's Office of Emergency Services (Cal OES). On March 12, 2021, Cal OES notified the City that it was awarded the grant in the amount of $300,000 to assist in the procurement and installation of the emergency generators.

On November 17, 2021, City Council approved a contract with Oilfield Electric & Motor in the amount of $75,500 for the installation of an emergency generator at the Community Center and for $87,530 for the installation of an emergency generator at the Police Station.

Due to a delay in delivery of the generators because of supply chain shortages, Oilfield Electric began installation of the generators this past summer. Installation is almost complete pending commissioning of each generator and issuance of final permit to operate.

ANALYSIS:

At the time of the original contract award, staff did not include an amount or percentage for any contingencies. After consulting with the City's project managing firm (RWC), staff is recommending approval of the following contingency amount to the Community Center Generator Project:

Oilfield Electric & Motor Emergency Generator Community Center Project - 15% ($11,325).

The project has had two change orders totaling $3,740.00. Staff is also awaiting determination if there is a requirement to add an annunciator to the generator (a speaker that announces

when power switches over to the generator).

STRATEGIC PLAN:

This item addresses City Council's two-year Strategic Plan, Section E, Public Safety & Emergency Preparedness

FISCAL IMPACTS:

This project is funded by the Cal OES Grant, Fund 319-5-9363-660 and General Fund 100-5-9363-660. Any additional funding needed to cover the contingency increase (currently anticipated to be about $2,000 of the $11,325 needed) will be funded from regular General Fund budgeted items. A budget adjustment within the City Manager's authority from the regular General Fund item to the CIP will occur if this item is approved.

OPTIONS:

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

1. Do not authorize the contingency increase to the current contract.
2. Provide alternate direction to staff.

ATTACHMENTS:

EXHIBIT A - OILFIELD.pdf

EXHIBIT A

OILFIELD ELECTRIC & MOTOR

CONTRACT

(COMMUNITY CENTER EMERGENCY GENERATOR PROJECT)

PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF SANTA PAULA AND
OILFIELD ELECTRIC AND MOTOR.

This CONTRACT is entered into this 28th day of December, 2021, by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("City") and Oilfield Electric and Motor. ("Contractor").

1. WORK.

A. The Contractor shall provide all Work required by the Contract Documents ("Work"). See attached Exhibit #1: Bid Documents Scope of Work and Work Plan.

B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;

C. The Contractor shall furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.

D. "Contract Documents" means the Notice Inviting Sealed Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed Seventy-Five Thousand Five Hundred Dollars and No Cents ($75,500.00) for the Work in the manner set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

A. The Contractor shall fully complete the Work within 45 working days ("Contract Time").

B. The Contract Time shall commence when the City issues a notice to proceed. The Contract Documents shall supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

C. The Contractor may not perform any Work until:

i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.

D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor shall complete the Work within the Contract Time.

E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract shall be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City shall promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification shall be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor shall provide the City with a Taxpayer Identification Number.

7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, shall obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but shall deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.**

A. 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.

B. 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.

10. INSURANCE.

A. 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.

B. 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:

C. 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.

D. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: $2,000,000 per occurrence and $2,000,000 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.

E. 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.

F. 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:

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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

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

12.AUDIT OF RECORDS. The Contractor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor shall retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

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

The City
Gregory Barnes
City of Santa Paula
PO Box 569
Santa Paula, CA 93061

The Contractor

Oilfield Electric Company.
1801 North Ventura Avenue
Ventura, CA 93001

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

14.NO THIRD PARTY BENEFICIARY. This Contract and every provision herein are for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

15.INTERPRETATION. This Contract was drafted in, and shall be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract shall be in Ventura County.

16.BUSINESS LICENSE. Unless waived in accordance with Santa Paula Municipal Code § 110.03(B), the Contractor and all sub-contractors must obtain a City Business License before executing this Contract.

17.EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence shall be as follows:

A. This Contract;

B. The Standard Specifications; and

C. Precedence of documents as determined in the Standard Specifications.

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

19.AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.

20.ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract shall be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

21.COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

22.CAPTIONS. The captions of the paragraphs of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

23.TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

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

CITY OF SANTA PAULA

Dan Singer
City Manager

Oilfield Electric Company

President

ATTEST:

Julie Latshaw
City Clerk

Alan D Fletcher

APPROVED AS TO FORM:

John C. Cotti,
City Attorney

Taxpayer ID 95-1538037

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

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: CONTINGENCY INCREASES TO THE AWARDED CONTRACTS RELATED TO THE POLICE STATION REMODEL AND SITE IMPROVEMENT PROJECT

Date: November 20, 2024

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize Contingency Increases to the Awarded Contracts Related to the Police Station Remodel and Site Improvement Project for the Following Amounts: Zuma Construction Group, Inc. 20%, Quality Fence Company, Inc. 10%, KemCorp Construction, Inc. 10%

BACKGROUND:

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

The improvements to the police station and surrounding campus are underway. Those improvements include a partial interior remodel of the police station, installation of security fencing around the perimeter of the campus, and various exterior site improvements.

Listed below are the contractors and awarded contract amounts related to the Police Station Remodel and Site Improvement Project:

Zuma Construction Group, Inc.	$675,000
Quality Fence Company, Inc.	$239,721
KemCorp Construction, Inc.	$235,000

ANALYSIS:

At the time of the original contract awards, staff did not include an amount or percentage for

any contingencies. After consulting with the City's project managing firm (RWC), staff is recommending approval of a contingency amount for each contract amount:

Contractor	Contract Amount	Contingency	Total (up to amount)
Zuma Construction Group, Inc.	$675,000	20% ($135,000)	$810,000
Quality Fence Company, Inc.	$239,721	10% ($23,972.10)	$263,693.10
KemCorp Construction, Inc.	$235,000	10% ($23,500)	$258,500

Contingencies are commonly used in construction and capital projects in order to create budget flexibility for unforeseen change orders that become necessary, especially with complex projects or when working with old facilities. Allowing the project manager to request change orders, approved by the City's Finance Department and City Manager, creates efficiencies to timely address recommended changes without delaying a project.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

This project is part of the City's Capital Improvement Program and will be funded by allocated Measure T funds (GL 104-5-9329-660).

OPTIONS:

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

1. Do not authorize the contingency increases to the current contracts.
2. Provide alternate direction to staff.

ATTACHMENTS:

EXHIBIT A - ZUMA.pdf
EXHIBIT B - QUALITY FENCE.pdf
EXHIBIT C - KEMCORP.pdf

EXHIBIT A

ZUMA CONSTRUCTION GROUP, INC.

CONTRACT

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CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

POLICE STATION REMODEL PHASE I

1. PARTIES AND DATE.

This Contract is made and entered into this 21ST day of February 2024, 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 Zuma Construction Group, Inc., a corporation with its principal place of business at 3649 Birdsong, Thousand Oaks, Ca, 91360 ("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 Facility Improvements, Upgrades, and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: State of California Contractor Class B license.

2.3 Project. City desires to engage Contractor to render such services for the Police Station Remodel Phase I ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Liability Insurance, Workman's Comp., and Auto Insurance in the amount of $1,000,000.00 within an aggregate program of $1,500,000.00. A letter is supplied for the Performance and Labor and Materials Bond in the amount of $1,000,000.00 within an aggregate program of $1,500,000.00 and will be required to be in place after awarding of the contract. See Exhibit "C".

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 SIX HUNDRED SEVENTY-FIVE THOUSAND Dollars ($675,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more

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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

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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:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- General Liability and Auto Insurance (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Payment and Performance Bond Letter (Exhibit "E")
- Instructions to Bidders, if any
- Contractor's Bid

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

3.3 Contractor's Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as

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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

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manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

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

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

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

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 207 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 ($500.00) 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.

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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

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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

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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

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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 their work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the

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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

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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

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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

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(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

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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.

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

3.12.10 Government Code Claim Procedures.

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

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

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

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

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

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

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

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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

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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 in 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

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or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

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

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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

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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.

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

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

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the 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

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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:

ZUMA CONSTRUCTION GROUP INC.
ATTN: MR. MAHYAR RAJI, PROJECT MANAGER
3649 BIRDSONG AVE
THOUSAND OAKS, CA 91360

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.

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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.

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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.

[Signatures on Next Page]

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SIGNATURE PAGE FOR CONSTRUCTION CONTRACT BETWEEN THE CITY OF SANTA PAULA AND ZUMA CONSTRUCTION GROUP, INC.

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

CITY OF SANTA PAULA

APPROVED:

DocuSigned by:
By: Dan Singer
F1BE673A1E0240E...
Dan Singer, City Manager

ATTESTED:

DocuSigned by:
By: Julie Latshaw
D328A67FB860448...
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Monica Castillo
DB476781D9DC4EC...
Monica Castillo, City Attorney

ZUMA CONSTRUCTION GROUP, INC.

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

By: _____

Its: CEO, President

Printed Name: Mahyar Raji

By: _____

Its: Secretary

Printed Name: Mahyar Raji

CSLB LICENSE # 1071624 B,C51
Contractor's License Number and Classification

DIR # PW-LR-1000888324
DIR Registration Number

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EXHIBIT "A"

SCOPE OF WORK

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"EXHIBIT A"
SCOPE OF WORK

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

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

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

1. Demolition of existing items as follows:

1.01 Flooring:

Remove concrete floor slab and sidewalk at entrance up to street sidewalk (361 sq. ft.).
Remove carpeting, base, and pad (if present) at Records, Detectives, Detective Office, Interview Room, Future Fire Exit Corridor, Future New Vestibule (1,306 sq. ft.).
Remove vinyl floor tile at Lobby, Reception, East/West & North/South Corridors incl. up to Locker Corridor, Break Room, and Toilet Room doors/thresholds (1,024 sq. ft.).

1.02 Walls:

Remove 8" thk. CMU wall for new raised planter configuration (4 lin. ft.).
Remove partition walls (1,033 sq. ft.).
Remove doors and frames (9 no.).

1.03 Glazing:

Remove storefront assembly and sliding door at Lobby (278 sq. ft.).
Remove storefront assembly at detective office (72 sq. ft.).
Remove single hung and fixed windows at Records (123 sq. ft.).
Remove glass divider at Reception area (55 sq. ft.).

1.04 Cabinetry:

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

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

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

2. Removal of Existing Loose Furniture and Equipment:

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

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

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

3. Abatement as follows:

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

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

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3.03 Flooring – removal of brown cove mastic at all areas (650 lin. ft.).
3.04 Ceiling – removal of spray applied acoustic ceiling texture at North/South Corridor, East/West Corridor, Lobby, Reception, Records, Detective, Detective Office, Future Fire Exit Corridor, and Interview Room (1,800 sq. ft.).

4. Flooring:

4.01 Install clean sand layer and vapor moisture barrier prior to pouring of new concrete slab at new Lobby area (180 sq. ft.).
4.02 Install concrete slab, connect to existing floor slab of Lobby with epoxied dowels (180 sq ft.).
4.03 Install concrete bond beam at new Lobby storefront location (18 lin. ft.)
4.04 Install exterior concrete slab, steps, ramps, and landings at new entrance. Steps to include 1" min. overhang and recessed flush continuous LED light strip. Anti-slip broom finish (337 sq. ft.).
4.05 Install Vinyl Plank Flooring all remodeled areas with thresholds at ext. doors (2,402 sq. ft.).
4.06 Install 6" ht. Vinyl Cove Base at all remodeled areas (650 lin. ft.).

5. Walls:

5.01 Install exterior 12" width CMU parallel to street sidewalk with flush 2" thk. concrete cap and integral recessed flush continuous LED light strip all sides (55 lin. ft.)
5.02 Install exterior 8" width CMU at new Reception/exterior raised planter with flush 2" thk. concrete cap and integral recessed flush continuous LED light strip three sides (68 sq. ft. with 31 lin. ft. cap).
5.03 Install exterior 6" width CMU at new Communication Room and Records/previous window (97 sq. ft.).
5.04 Install 2 x 6 stud partition wall with 5/8" thick gypsum board each side at new Lobby (368 sq. ft.).
5.05 Install 2 x 4 stud partition walls and soffit with 5/8" thick gypsum board each side at Reception cabinetry wing walls, Consult Room, Communication Room, Detectives, Detective Office, and New Fire Exit Corridor end wall only (1,026 sq. ft.).

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

6.01 Install heavy duty exterior metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral secured keypad deadbolt lock, 4" width push plate, and 4" width pull plate. Door to be part of storefront assembly with single bulletproof glass lite (1 no.).
6.02 Install heavy duty interior metal doors and frames with 2'-10" min. clear width x 8'-0" height. Each door to have self-closure hardware, integral secured keypad deadbolt lock, 12" width kick-plate each side, 4" width push plate, 4" width pull plate, and 6" width glazing view panel (2 no.).
6.03 Install standard interior metal doors and frames with 2'-10" min. clear width x 8'-0" height. Each door to have self-closure hardware, integral deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate and 6" width glazing view panel (3 no.).
6.04 Install single lite interior metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral deadbolt lock, 12" width kick-plate each side, 4" width push plate, and 4" width pull plate (1 no.).
6.05 Install louver metal door and frame with 2'-10" min. clear width x 8'-0" height. Door to have self-closure hardware, integral deadbolt lock, 12" (1 no.).

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

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

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

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

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

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

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

10. Signage:

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

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

Additional Info:

Project will be Prevailing Wage

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

Property Owner:
City of Santa Paula

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

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

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EXHIBIT "B"

PLANS AND SPECIFICATIONS

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL VERIFY ON SITE ALL DIMENSIONS PRIOR TO STARTING WORK. THE DESIGNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED OR SHOWN, ALL PHASES OF WORK ARE TO CONFORM TO THE MINIMUM STANDARDS OF THE CALIFORNIA BUILDING CODE (LATEST GOVERNING EDITION) LOCAL BUILDING CODES AND THOSE ASTM SPECIFICATIONS UPON WHICH THE STANDARDS ARE BASED. WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
3. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATIONS.
4. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
5. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
6. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED OR SHOWN, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK TO COMPLETION OF THE PROJECT, AS INDICATED IN THE CONTRACT DOCUMENTS, AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS AND PROCEDURES.
7. DETAILS, CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED THE SAME AS SIMILAR CONDITIONS DETAILED AND/OR INDICATED ON THE PLANS.
8. NAILING: NAILING NOT SHOWN ON THE PLANS SHALL BE IN ACCORDANCE OF GOVERNING BUILDING CODES.
9. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
10. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARANCE AND EARTHWORK OPERATIONS OR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION.
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS.
16. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.
17. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18. SHEET METAL & FLASHING: PROVIDE AND INSTALL SHEET METAL AND OR COPPER FLASHING AS DETAILED AND REQUIRED TO INSURE WATERTIGHT ASSEMBLY. ALL PIECES SHALL BE FABRICATED IN MAXIMUM PRACTICAL LENGTHS, FREE OF WARPS, BUCKLES AND DENTS AND OTHER DEFECTS.
19. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPPED WITH A SHUT OFF NOZZLE. WHEN AN AUTOMATIC SHUT OFF CAN NOT BE PURCHASED OR OTHERWISE OBTAINED FOR THE SIZE & TYPE OF HOSE IN USE, THE NOZZLE SHALL BE AN AUTOMATIC SHUT OFF NOZZLE. (ORD 5922 (6X)).
20. FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT) ENCLOSED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS (CRC R302.11).
21. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
22. ALL GLAZING, AND VENTS CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD AREA/FIRE HAZARD SEVERITY ZONE REQUIREMENTS. (VCFC CHAPTER 7A, VCFC ORD 50.
23. PROVIDE EMERGENCY EXIT DOOR. MIN. 32" CLEAR, INTERIOR FRAME TO INTERIOR FRAME.
24. AFTER COMMENCEMENT OF WORK, ANY DELAYS, PROBLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR PART TO ERRORS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PERSON RESPONSIBLE FOR PREPARING THE CONSTRUCTION DOCUMENTS. THE 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.

FIRE DEPARTMENT NOTES

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCFC SEC. CBC CHAPTER 7A FDP 22.
2. ADDRESS:
   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.
   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.
   BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE)
   (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. (ORD 5922 SECTION 6E)

SHEET INDEX

#	SHEET	DESCRIPTION	SCALE
		ARCHITECTURAL	
1	A0.0	TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES	AS NOTED
2	A1.0	EXISTING OVERALL SITE	1"=20'
3	A1.1	EXISTING SITE DEMOLITION PLAN	1/8"=1'-0"
4	A1.2	PROPOSED SITE PLAN	1/8"=1'-0"
5	A1.3	EXISTING FLOOR PLAN	1/4"=1'-0"
6	A1.4	DEMOLITION PLAN	1/4"=1'-0"
7	A1.5	PROPOSED FLOOR PLAN	1/4"=1'-0"
8	A1.6	PROPOSED FLOORING PLAN	1/4"=1'-0"
9	A2.0	EXISTING & PROPOSED ELEVATIONS	AS NOTED
10	A3.0	PROPOSED CROSS & LONGITUDINAL SECTIONS	1/4"=1'-0"
11	A4.0	PROPOSED LOBBY & INTERIOR ELEVATIONS	1/2"=1'-0"
12	A5.0	PROPOSED FURNITURE LAYOUT PLAN	1/4"=1'-0"
13	A6.0	SCHEDULES	NA
14	A7.0	ELECTRICAL PLAN & NOTES	AS NOTED
		STRUCTURAL	
15	SN-1	STRUCTURAL NOTES SHEET 1 of 2	NA
16	SN-2	STRUCTURAL NOTES SHEET 2 of 2	NA
17	S-1	FOUNDATION PLAN	1/4"=1'-0"
18	SD-1	STRUCTURAL DETAILS	AS NOTED

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2

WIND SPEED (3-SECOND GUST)	SEISMIC DESIGN CATEGORY	WEATHERING	FROST LINE DEPTH	TERMITE	DECAY	WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
110 MPH	E	SEVERE	NA			NA				

CODE COMPLIANCE

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

PROJECT DATA

PROPERTY OWNER	CITY OF SANTA PAULA POLICE DEPARTMENT
OWNER ADDRESS	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
PROJECT ADDRESS	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
APN	108-0-242-195
LOT SIZE	47 ACRES (20,473.2 SQ. FT.)
ZONING	IH (INSTITUTIONAL/CIVIC) ADJACENT NEIGHBOR C-G (GEN. COM.)
FLOOD ZONE	X
GOVERNING AGENCY SETBACKS	10' FRONT YARD/STREET 5' SIDE YARDS 5' REAR YARD 45' HEIGHT
BUILDING HEIGHT	24' (MAX. ALLOWABLE 45')
NUMBER OF STORIES	1 NO. (MAX. ALLOWABLE 5 NO.)
BUILDING SQUARE FOOTAGE	
EXISTING POLICE STATION SQ. FTG.	6,424.8 SQ. FT
PROPOSED POLICE STATION SQ. FTG.	6,573.4 SQ. FT
(E) ADDITIONAL AREA	148.6 SQ. FT
TOTAL CONDITIONED SPACE	6,573.4 SQ. FT
UNCONDITIONED SPACE	
SALLY PORT	350.2 SQ. FT
COVERED ENTRY AREAS	879.8 SQ. FT
TOTAL UNCONDITIONED SPACE	1,230 SQ. FT
LOT COVERAGE/FAR	+/- 38% (MAX. ALLOWABLE 80%)
DESCRIPTION OF USE	POLICE STATION
BUILDING OCCUPANCY	B
ZONING OCCUPANCY	GROUP B
TYPE OF CONTRUCTION	III
HIGH FIRE SEVERITY ZONE	URBANIZED/DEVELOPED AREAS OUTSIDE OF HAZARD ZONES
SPRINKLERS	NO

LEGAL DESCRIPTION:
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PARCEL 19 PORTION YALE STREET SUBDIVISION, R.S. BK. 5, PG. 16 SAWYERS TRACT, L.S. BK. 4, PG. 9, PORTION WHITTED TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 PORTION MARTIN TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 V.C.O.M. VOL. 1, PG. 55, 56 (OWEN'S TRACT) RANCHO SANTA PAULA Y SATICOY, M.R. BK. A, PG. 290

SCOPE OF WORK

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

CONSULTANTS

DESIGN

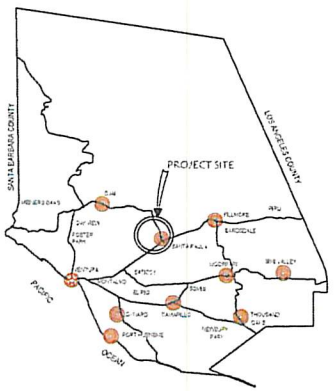
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
(805) 625-1144
rwnghndsay@gmail.com

STRUCTURAL ENGINEER

Randy Toedter
Robert William Co., LLC
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Santa Paula, CA 93061
randy@rwc-llc.com

STRUCTURAL ENGINEER

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



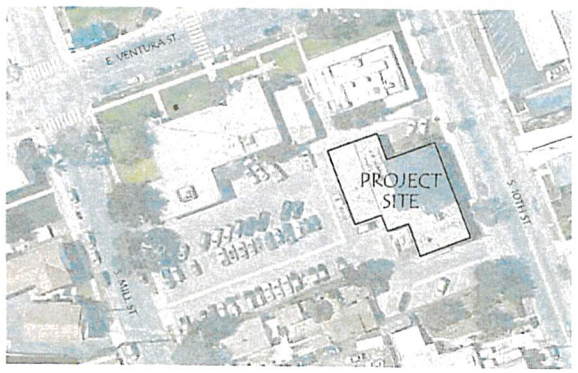
VENTURA COUNTY MAP

NORTH
SCALE: NTS



VICINITY MAP

NORTH
SCALE: NTS



AERIAL MAP

NORTH
SCALE: NTS

TITLE SHEET

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

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. Box 1025, SANTA PAULA CA, 93061
PHONE (805) 525-1144 FAX (805) 933-8240

CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

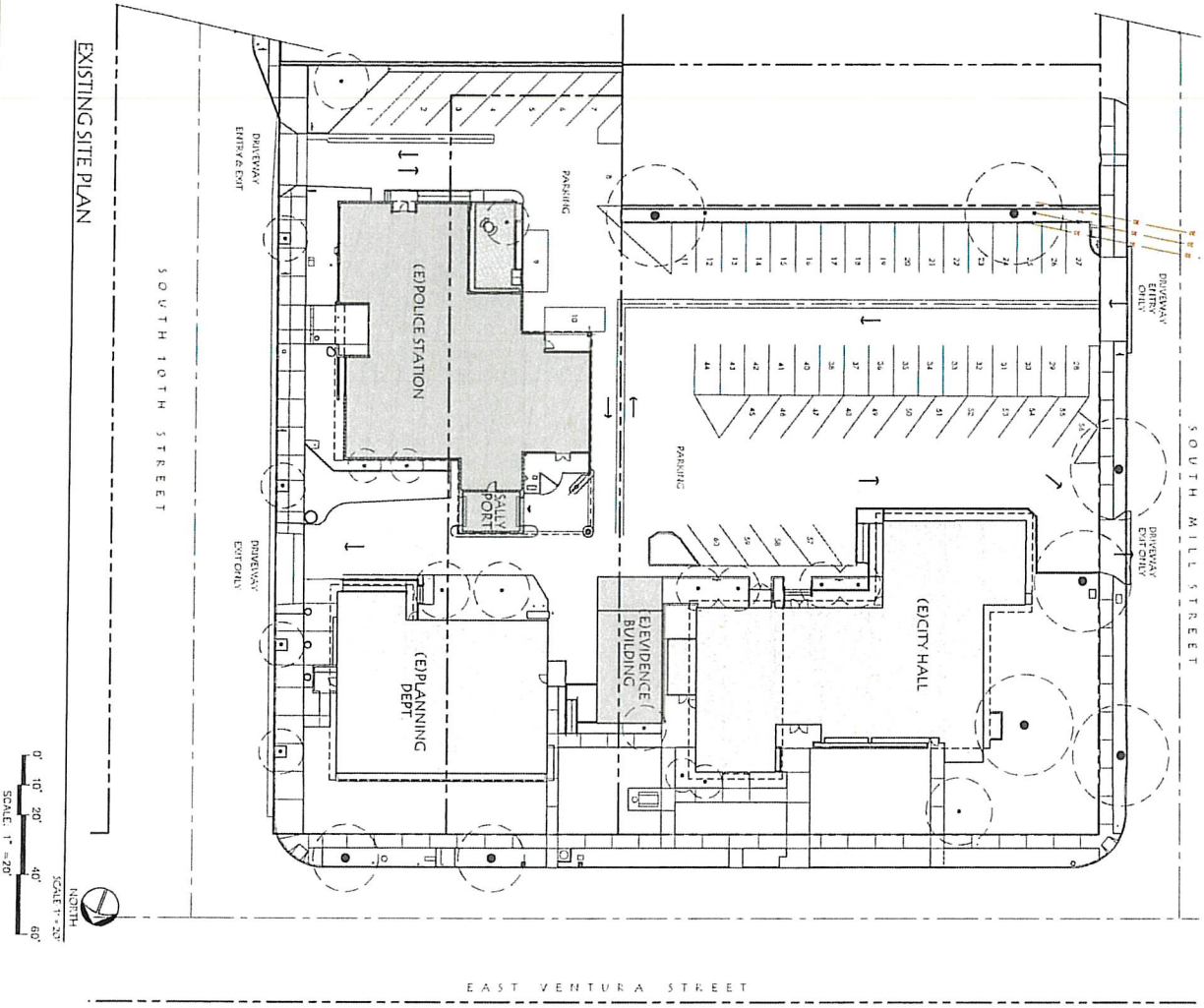
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EXISTING SITE PLAN



LEGEND:

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

EXISTING OVERALL SITE PLAN

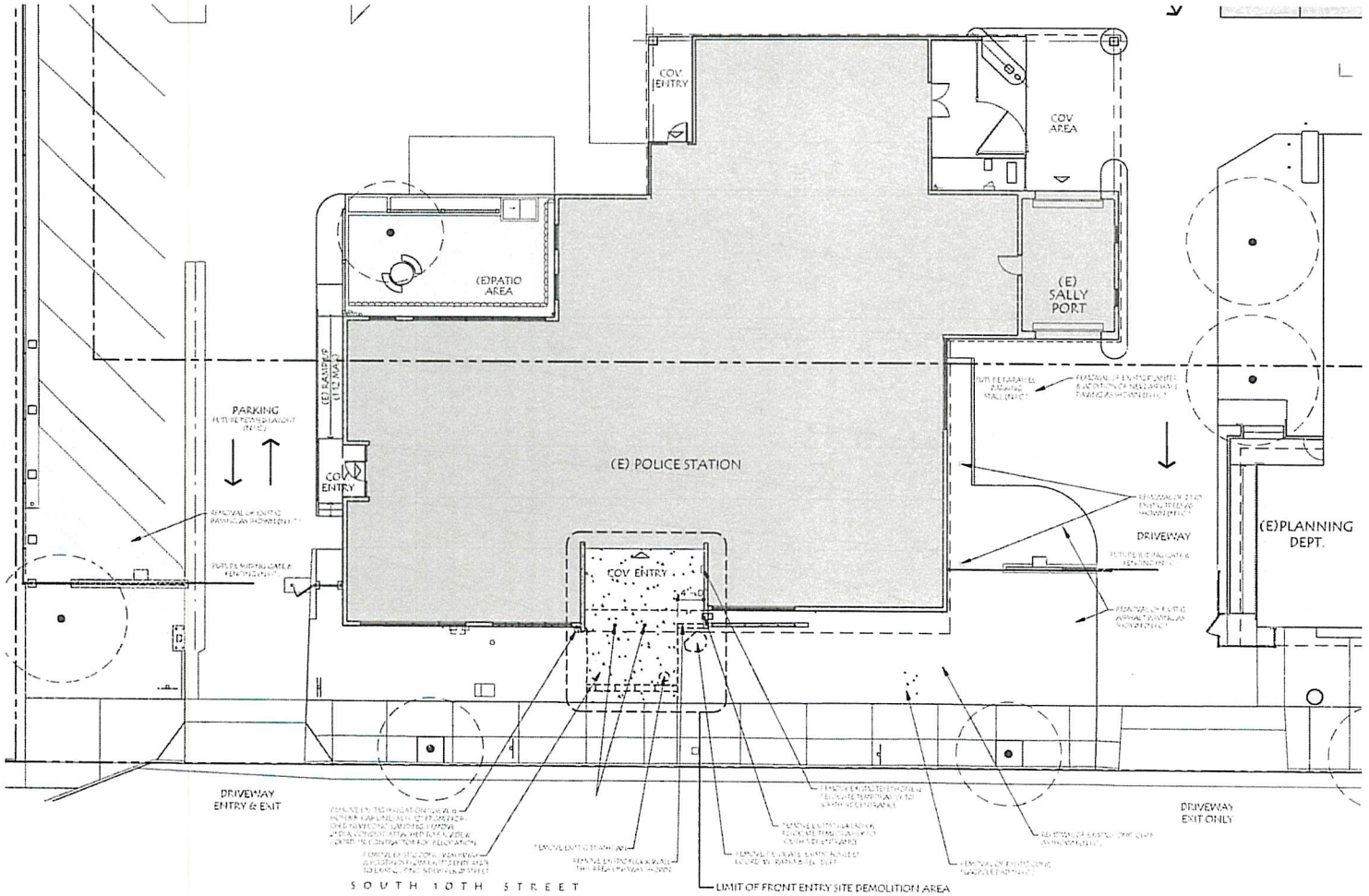
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CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CONSULTANT:

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. Box 1025, Santa Paula CA. 93061
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EXISTING SITE DEMOLITION PLAN

NORTH

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

LEGEND:

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

DEMOLITION NOTES:

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

EXISTING SITE DEMOLITION PLAN

ROBERT WILLIAM COMPANY
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CONSULTANT:

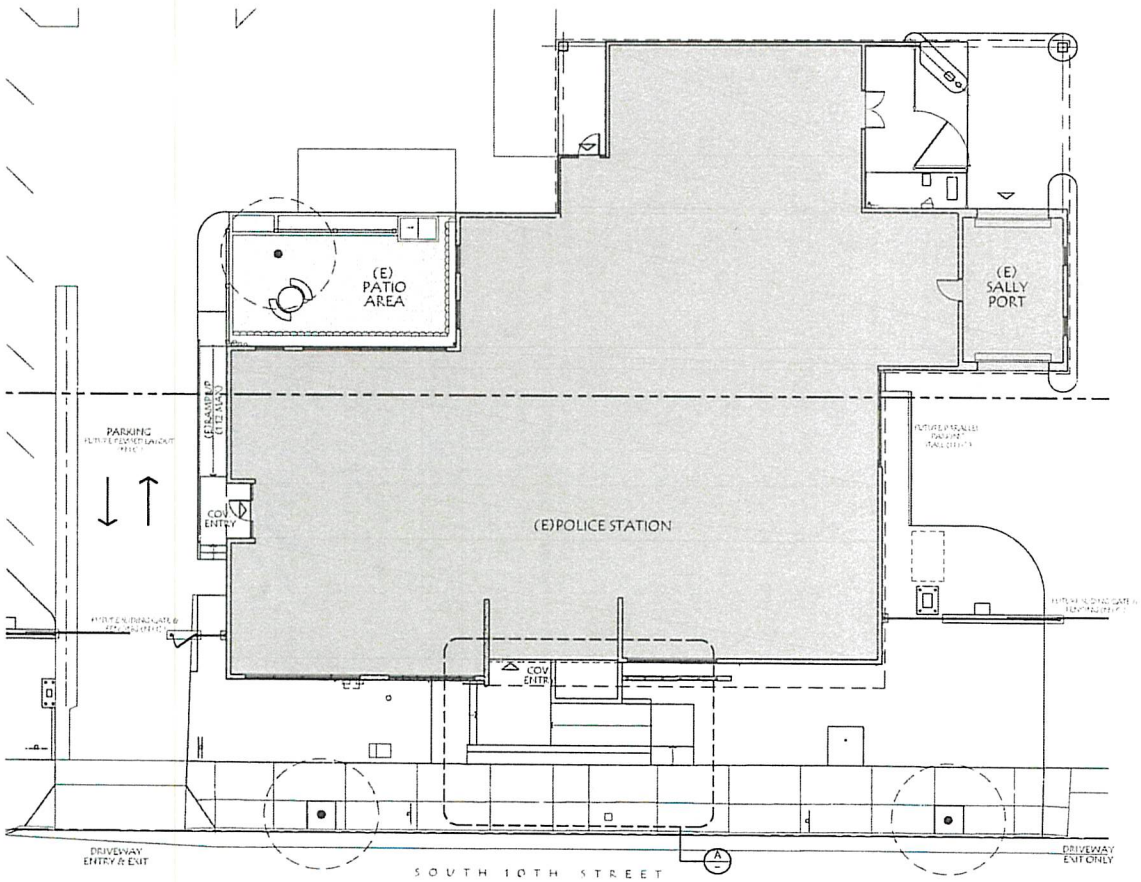
PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

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

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Job #: 10504.014
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PROPOSED SITE PLAN

NORTH

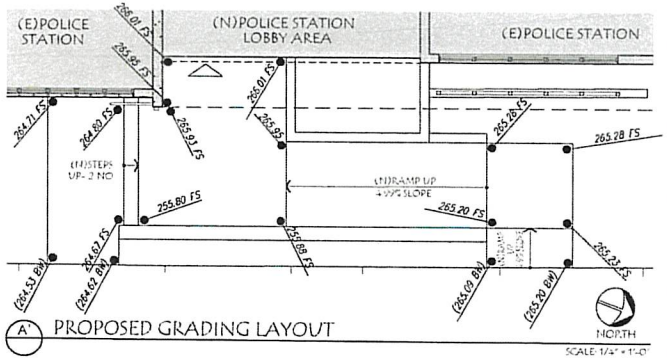
SCALE: 1/8" = 1'-0"

NOTES:

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

LEGEND:

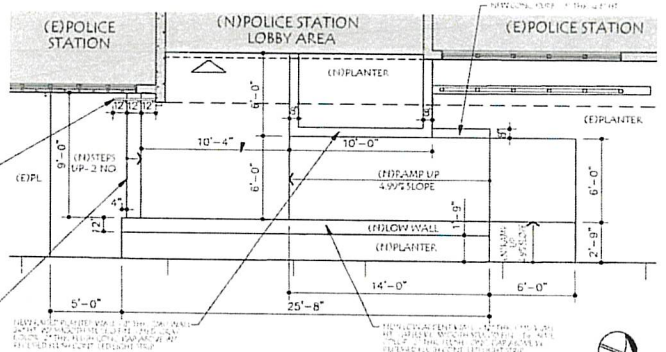
- EXISTING CONC. WALKS/RAMPS/STEPS
- NEW CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- NEW PLANTER AREAS
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES
- PROPOSED NEW TREES
- PUBLIC ENTRY
- STAFF ENTRY



A PROPOSED GRADING LAYOUT

NORTH

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



A PROPOSED FRONT ENTRY

NORTH

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

PROPOSED SITE PLAN

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

PROJECT: SANTA PAULA POLICE STATION RENOVATION

CONSULTANT:

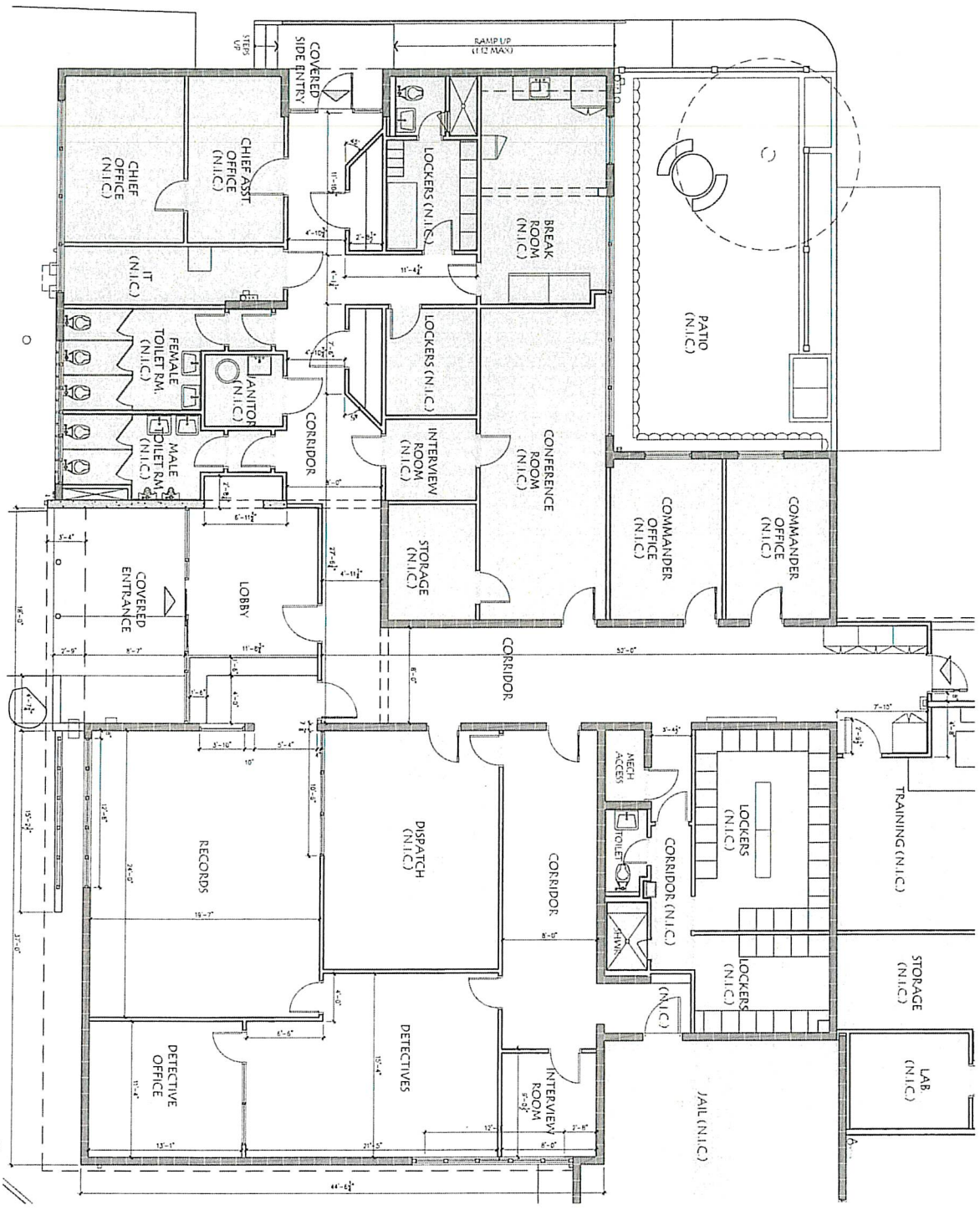
ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 10125, SANTA PAULA CA. 93061
PHONE (805) 525-4420 FAX (805) 933-8240

#	Revision	Date

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EXISTING PARTIAL FLOOR PLAN

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

NORTH

EXISTING FLOOR PLAN

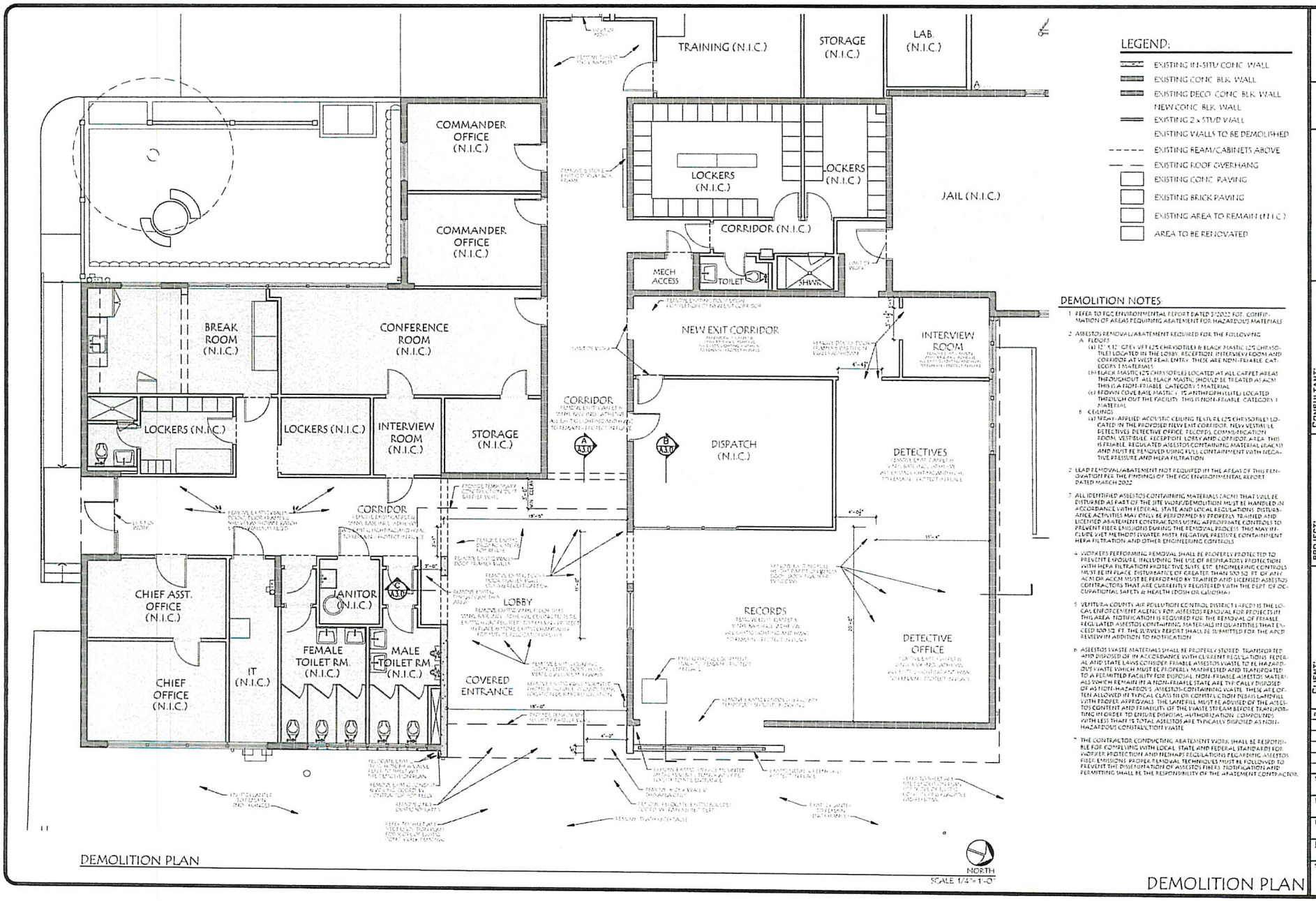
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CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CONSULTANT:

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
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DEMOLITION NOTES:

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

DEMOLITION PLAN

DEMOLITION PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 10125, SANTA PAULA CA. 93061
PHONE (805) 525-4620 FAX (805) 933-0240

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

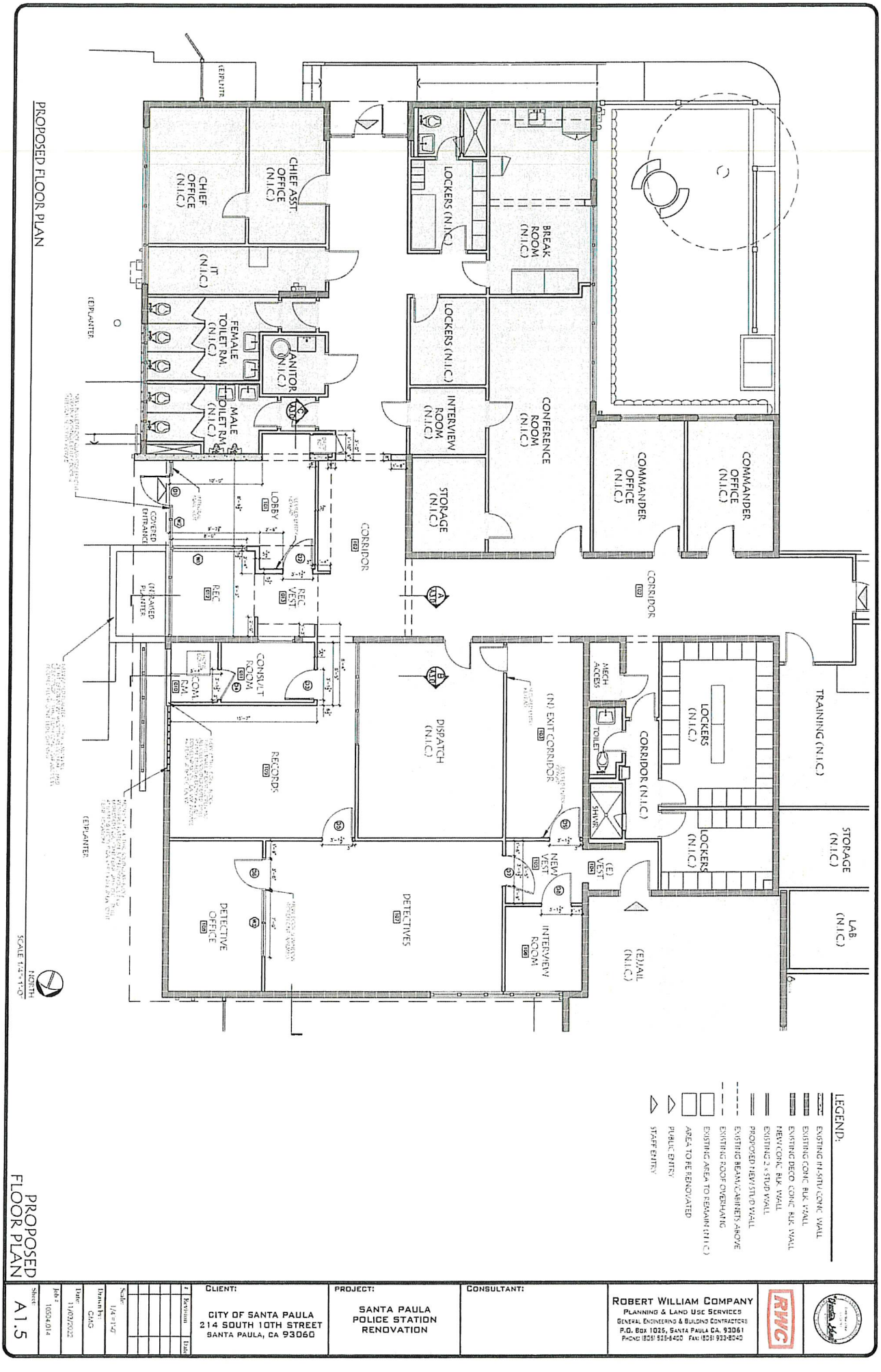
CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

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Date: 11/03/2022
Job #: 10504.014
Sheet: A1.4

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PROPOSED FLOOR PLAN

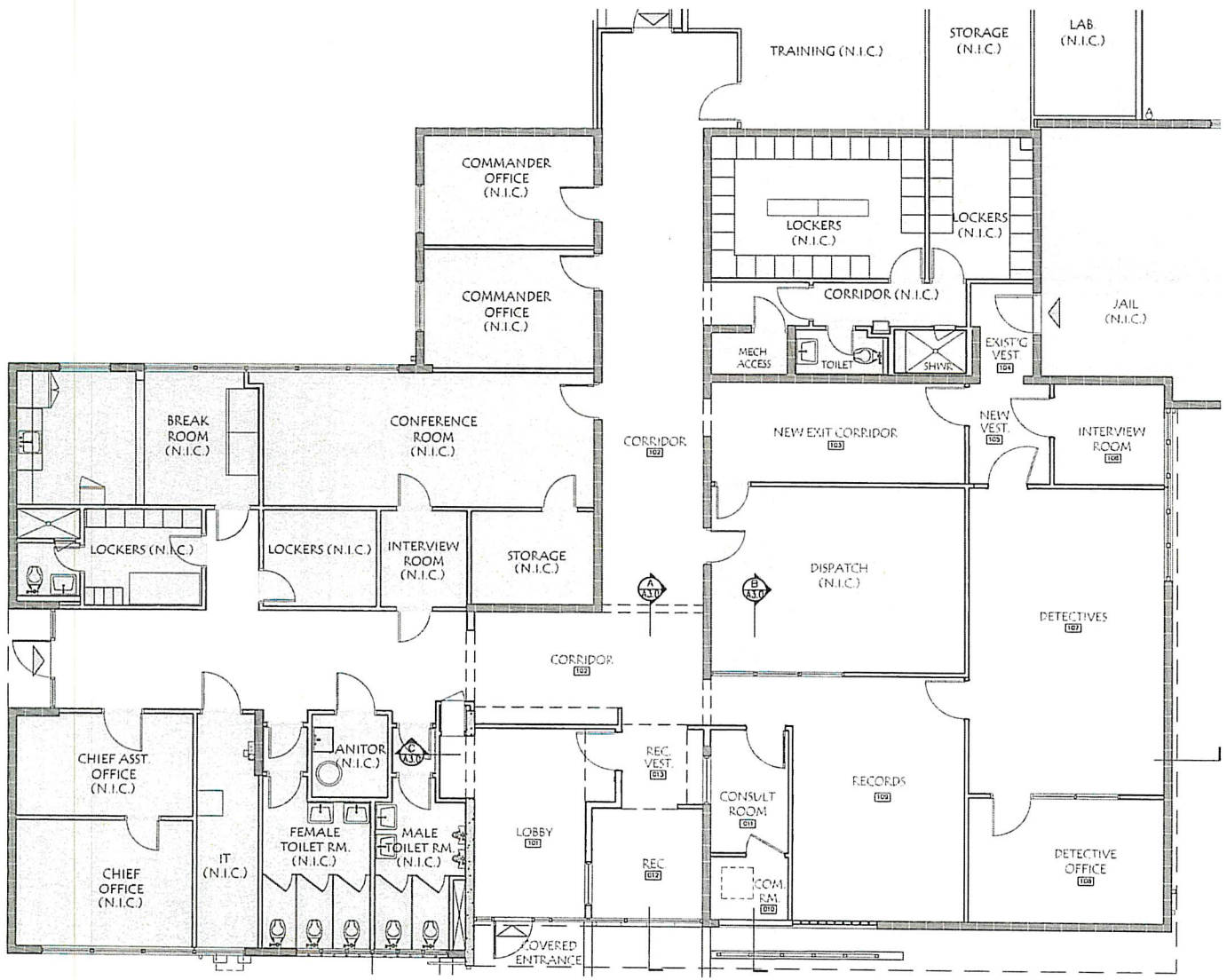
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CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

CONSULTANT:

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



PROPOSED FLOORING PLAN

LEGEND:

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

FLOORING NOTES:

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

PROPOSED FLOORING PLAN

Robert William Company
Planning & Land Use Services
General Engineering & Building Contractors
P.O. Box 1025, Santa Paula CA. 93061
Phone (805) 933-8420 Fax (805) 933-8240

Consultant:

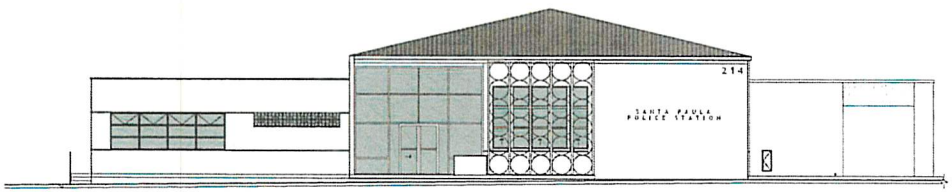
Project:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date

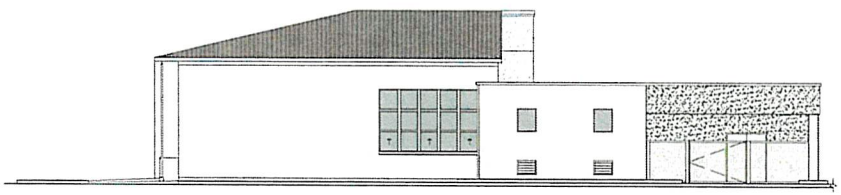
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Drawn by: GMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A1.6

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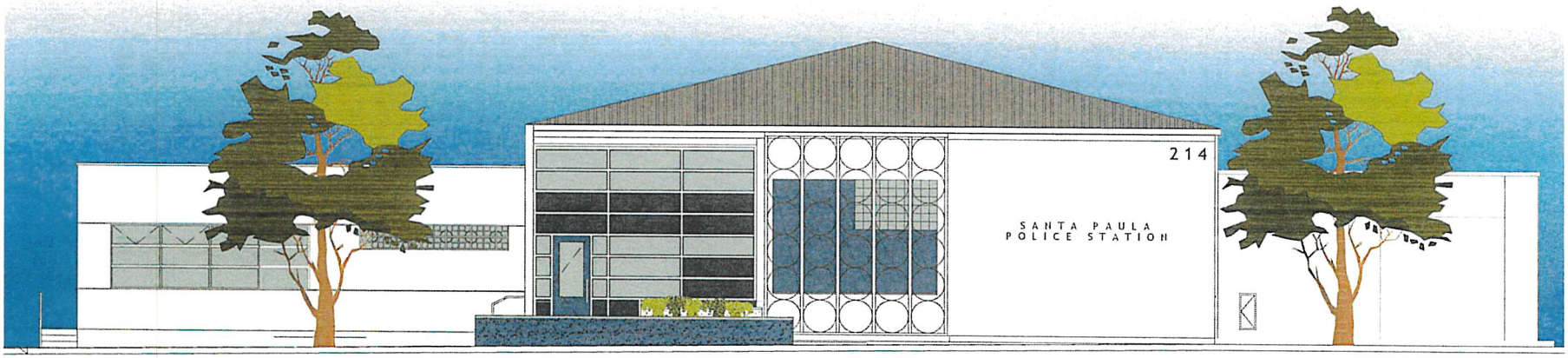
EXISTING EAST ELEVATION

SCALE 1/8" = 1'-0"



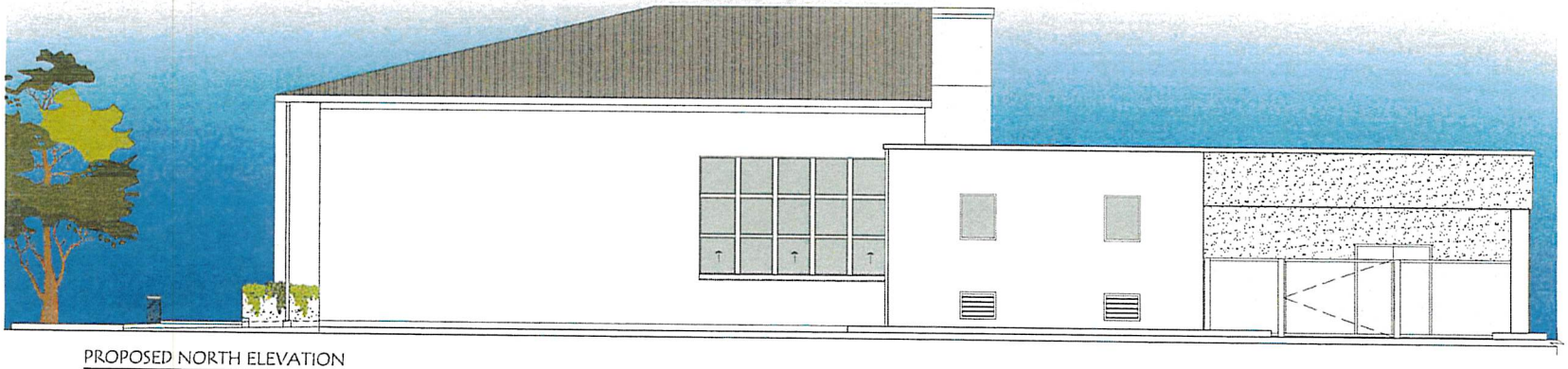
EXISTING NORTH ELEVATION

SCALE 1/8" = 1'-0"



PROPOSED EAST ELEVATION

SCALE 1/4" = 1'-0"



PROPOSED NORTH ELEVATION

SCALE 1/4" = 1'-0"

ELEVATIONS

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE (805) 525-6400 FAX (805) 933-8540

RWC

CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

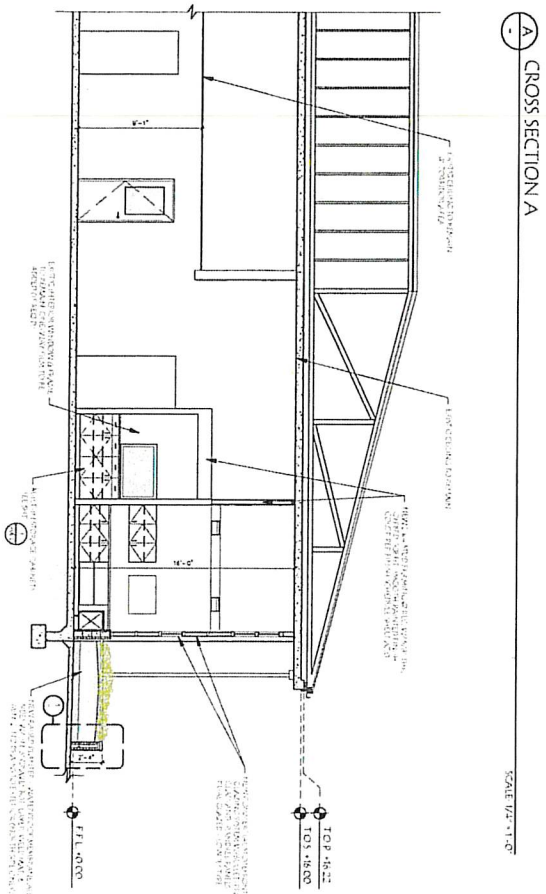
CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

#	Revision	Date

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Drawn by: CMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A2.0

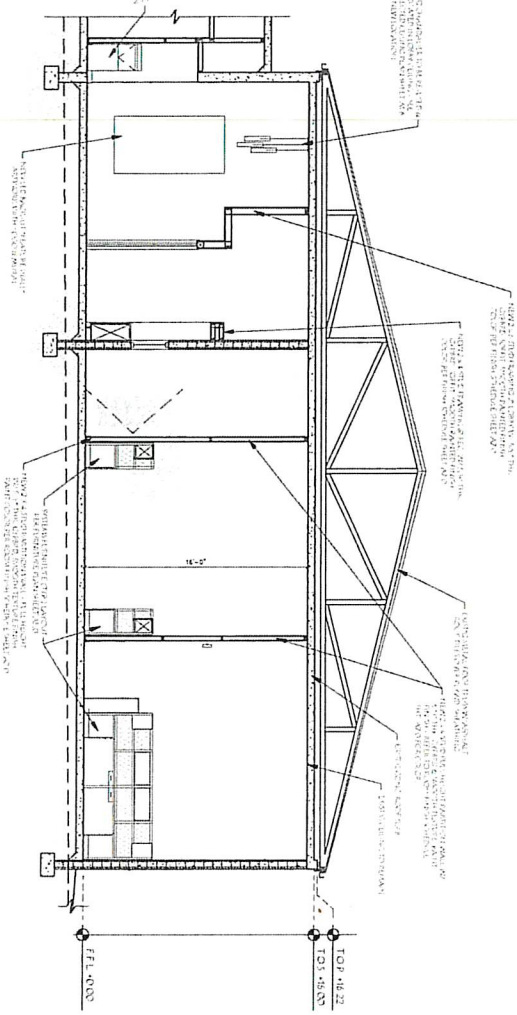
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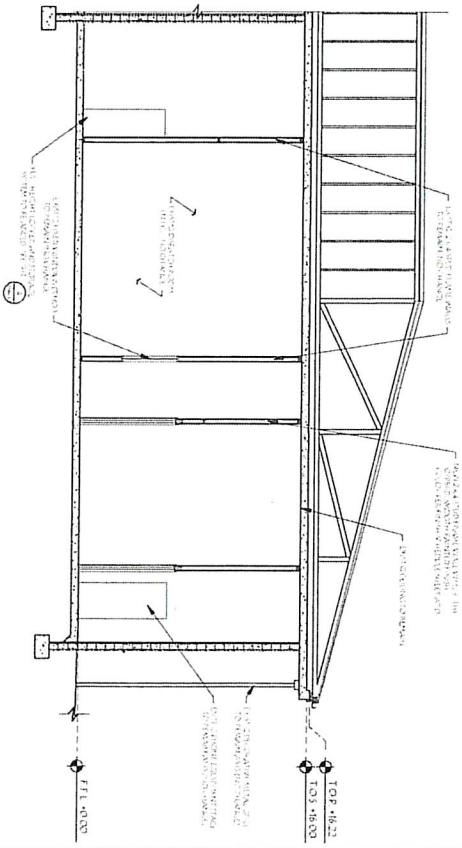
B LONGITUDINAL SECTION B

SCALE 1/4" = 1'-0"



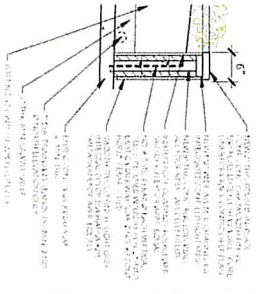
A CROSS SECTION A

SCALE 1/4" = 1'-0"



B LONGITUDINAL SECTION C

SCALE 1/4" = 1'-0"



RAISED PLANTER DETAIL

SCALE 3/4" = 1'-0"

1

SECTIONS

A3.0

Sheet

10504.014

Job #

10/06/2022

Date

CAS3

Drawn by:

AS NOTED

Scale:

No.	Revision	Date

CLIENT:

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

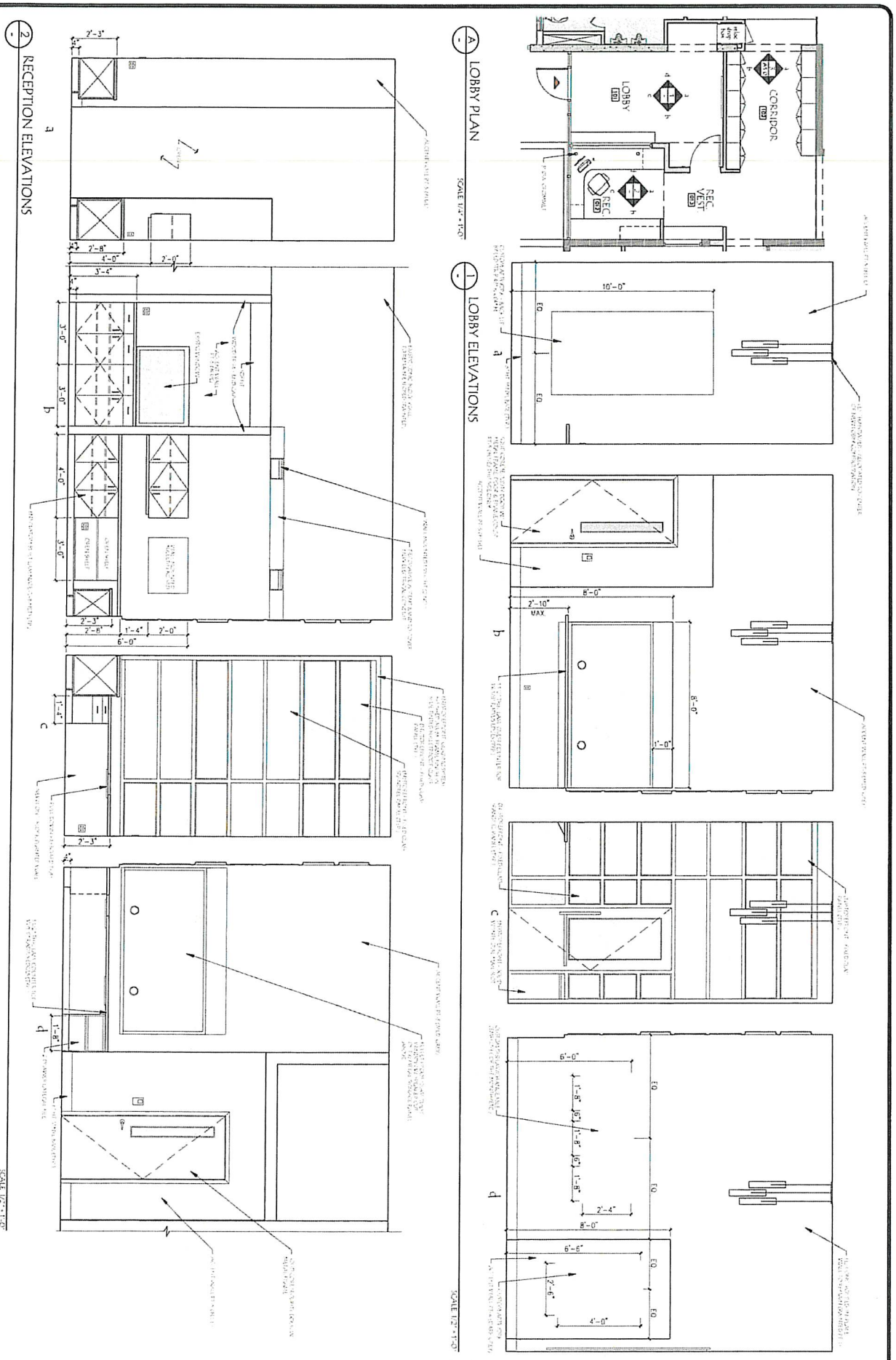
PROJECT:

SANTA PAULA
POLICE STATION
RENOVATION

CONSULTANT:

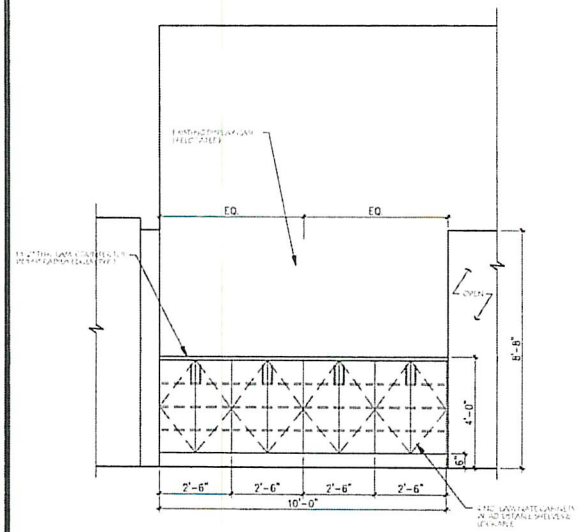
ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
PHONE (805) 525-6400 FAX (805) 933-8040

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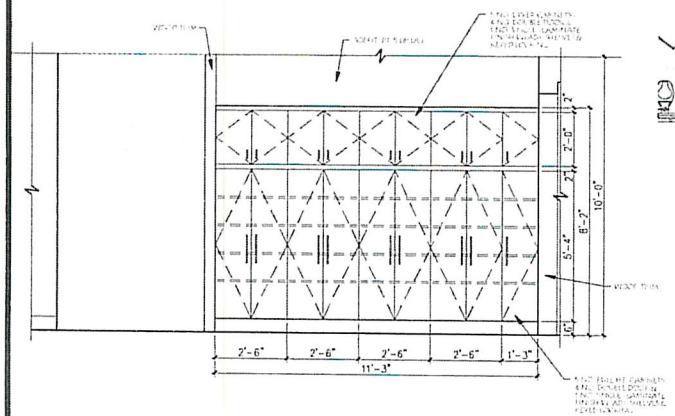


Sheet A4.0	Job 1004.014	Date 11/07/2022	Drawn By CAS
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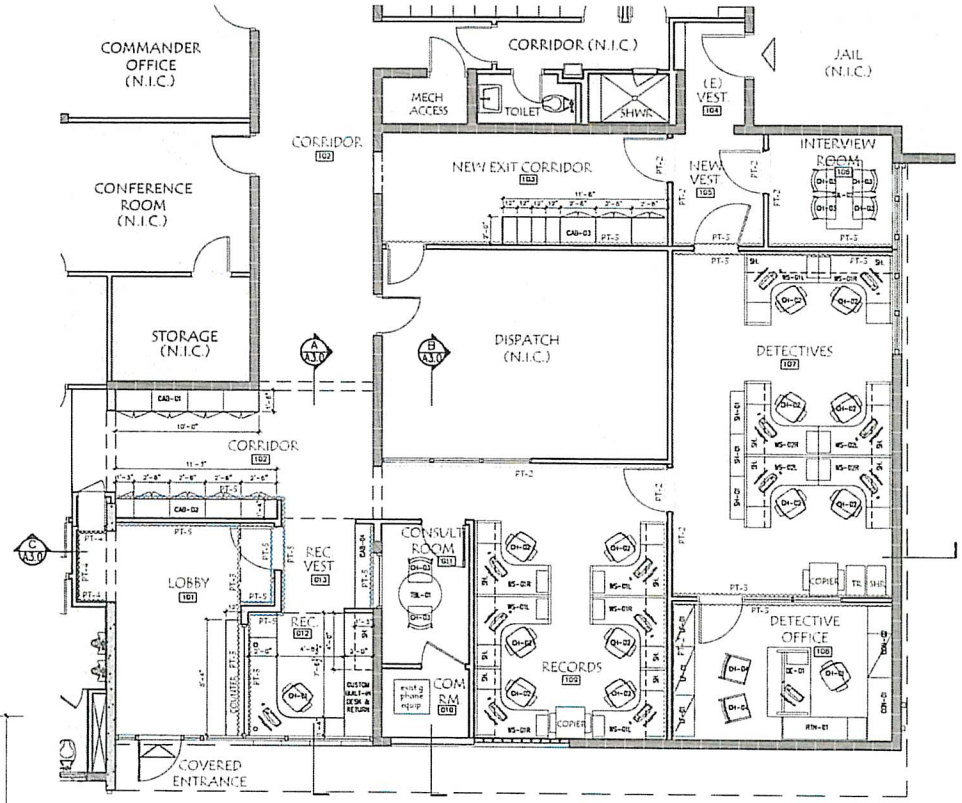
CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060	PROJECT: SANTA PAULA POLICE STATION RENOVATION	CONSULTANT:	ROBERT WILLIAM COMPANY, PLANNING & LAND USE SERVICES, GENERAL ENGINEERING & BUILDING CONTRACTORS, P.O. BOX 1025, SANTA PAULA CA, 93061, PHONE (805) 525-6400 FAX (805) 933-8540



3 CORRIDOR ELEVATIONS
SCALE: 1/2" = 1'-0"



4 NEW EXIT CORRIDOR ELEVATION
SCALE: 1/2" = 1'-0"



PROPOSED FURNITURE LAYOUT PLAN
SCALE: 1/4" = 1'-0"

NORTH

LEGEND:

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

PAINT LEGEND:

- PT-1 WHITE (ALL WALLS)
- PT-2 LT. GREY
- PT-3 MED. GREY
- PT-4 DK. GREY
- PT-5 BLUE
- ST-1 MED. DK. STAIN

PAINT NOTES:

1. ALL GYP. BD. WALLS TO BE PREPPED. ALL HOLES AND INDENTATIONS TO BE PATCHED, FILLED, SANDED & MAT SMOOTH. WALLS TO BE CLEANED AND FREE OF PEEPING DUST.
2. ALL WALLS TO BE PRIMED & SANDED W/ 2 COATS MIN.
3. ALL WALLS TO BE PAINTED W/ 2 COATS MIN.
4. ALL BASE TO BE PREPPED. ALL HOLES FILLED AND SANDED & PAINTED W/2 COATS MIN.
5. CONTRACTOR TO PROVIDE TEST SAMPLES ON SITE FOR ARCHITECT & CLIENT APPROVAL PRIOR TO COMMENCING WORK.

FURNITURE NOTES:

1. SYSTEMS FURNITURE IN BOTH RECORDS & DETECTIVES AREAS TO BE STEELCASE MODULES OF 60" x 60" 'L' SHAPE WITH INTEGRAL LOCKABLE OVERHEAD STORAGE CABINETS, ELECTRICAL OUTLETS IT OUTLETS, LIGHTING, PRIVACY PANELS, LOCKABLE BASE CABINETS OR APPR. EQUAL.
2. REFER TO INTERIOR ELEVATIONS SHT. A4.0 FOR BUILT-IN SPECIFICATIONS.

VINYL PLANK FLOORING TO BE SHAW 'FURVIEW' 6" LUXURY VINYL

PROPOSED FURNITURE LAYOUT PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE (805) 525-8420 FAX (805) 933-8540

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date

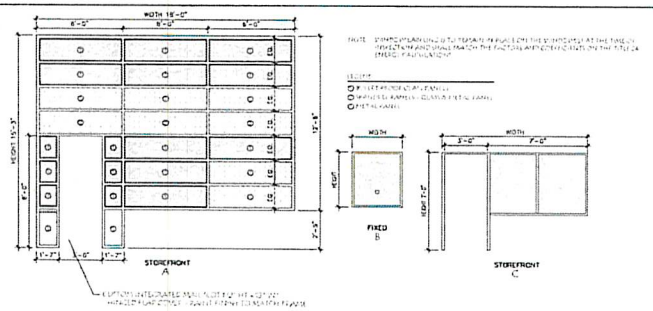
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Date: 11/03/2022
Job #: 10504.014
Sheet: A5.0

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WINDOW SCHEDULE

#	WINDOW SIZE WIDTH	WINDOW SIZE HEIGHT	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	TYPE	STYLE	QTY.	MATERIAL	HDR	JAMB	SILL	U FACTOR	U FACTOR SOURCE	SHGC COEF.	SHGC SOURCE	TEMP.	BUG SCREEN	TEMP.	REMARKS
W1	18'-0"	15'-3"	18'-1"	15'-4"	A	STOREFRONT	1	ALUM	Y	Y	Y	.3	NFRC	.33	NFRC	Y	N	Y	COMMERCIAL SYSTEM
W2	3'-6"	4'-0"	3'-7"	4'-1"	B	FIXED	1	ALUM	Y	Y	Y	–	–	–	–	Y	N	Y	BULLETPROOF W/ANTI-SPALL BREAKER CUT OUT
W3	3'-3"	4'-6"	3'-7"	4'-7"	C	STOREFRONT	1	ALUM	Y	Y	Y	–	–	–	–	Y	N	Y	COMMERCIAL SYSTEM

WINDOW TYPES



ROOM FINISH SCHEDULE

#	LOCATION	FLOORING MATERIAL	FLOORING SIZE	FLOORING FINISH	FLOORING COLOR	BASE MATERIAL	BASE HEIGHT	BASE FINISH	BASE COLOR	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	WALLS MTL	WALLS FINISH	WALLS COLOR	CEILING HEIGHT	CEILING MATERIAL	CEILING FINISH	CEILING COLOR	REMARKS
101	LOBBY	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC/ GYP BRD	CONC BLK	PAINT	FLAT	PT-1, PT-4 & PT-5	16'-0"	EXISTG CONC.*	PAINT	WHITE	* EXISTG CEILING LEVEL (VERIFY IN FIELD) PT-REFER TO WALL SYMBOL LEGEND FOR LOCATIONS
102	CORRIDOR	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	CONC BLK	PAINT	FLAT	PT-1 & PT-5	10'-0"	EXISTG DROPPED	PAINT	WHITE	
103	EXIT CORRIDOR	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC BLK	CONC BLK	PAINT	FLAT	WHITE	10'-0"	EXISTG DROPPED	–	WHITE	
104	EXISTG VESTIBULE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC BLK	GYP BRD	PAINT	FLAT	WHITE	8'-0"	EXISTG DROPPED	PAINT	WHITE	VERIFY IN FIELD
105	NEW VESTIBULE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	GYP BRD	CONC BLK	PAINT	FLAT	WHITE	10'-0"	EXISTG DROPPED	–	WHITE	
106	INTERVIEW ROOM	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	9'-0"	EXISTG DROPPED	–	WHITE	
107	DETECTIVES	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	13'-0"	EXISTG DROPPED	–	WHITE	
108	DETECTIVE OFFICE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	CONC BLK	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	10'-0"	EXISTG DROPPED	–	WHITE	
109	RECORDS	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	CONC BLK	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	13'-0"/10'-0"	EXISTG DROPPED	– PAINT	WHITE WHITE	
110	COMMUNICATIONS RM.	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	CONC BLK	CONC BLK	GYP BRD	PAINT	FLAT	WHITE	16'-0"	EXISTG DROPPED	PAINT	WHITE	
111	CONSULTATION RM	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	GYP BRD	GYP BRD	CONC BLK/ GYP BRD	GYP BRD	PAINT	FLAT	WHITE	9'-0"	EXISTG DROPPED	–	WHITE	
112	RECEPTION	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE	16'-0"	EXISTG DROPPED	PAINT	WHITE	
113	REC. VESTIBULE	VP-SHAW "PURVIEW"	6"	TEXTURED	MINERAL	VINYL	6"	–	GREY	CONC BLK/ GYP BRD	GYP BRD	GYP BRD	GYP BRD	PAINT	FLAT	WHITE/PT-5	10'-0"	EXISTG DROPPED	PAINT	WHITE	

EQUIPMENT & ACCESSORIES SCHEDULE

#	DESCRIPTION	QTY	MANUFACTURER	SIZE	COLOR	SPEC #	REMARKS
AC-1	TRASH CAN – LG	2	–	35" HT	GREY	XXX	
AC-2	TRASH CAN – SM	16	–	15" HT	GREY	XXX	
AC-3	WHITEBOARD – LG	1	–		WHITE	XXX	
AC-4	WHITEBOARD – SM	16	–		WHITE	XXX	
AC-5	WALL CLOCK	5	–		GREY	XXX	
ED-1	FLAT SCREEN TV/MONITOR	1				XXX	DETECTIVES SOUTH WALL BOT @ + 60" HT
ED-2	INTERCOM	1				XXX	

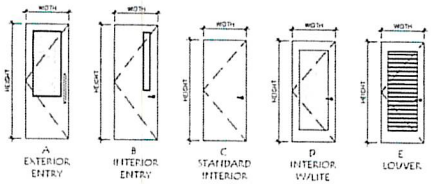
PAINT SCHEDULE

#	MANUF.	TYPE	COLOR	COLOR NAME	SPEC #	REMARKS
PT-1	PITTSBURGH PAINT	EGGSHELL	WHITE	WILLOW SPRINGS	MEN7135-1	
PT-2	PITTSBURGH PAINT	EGGSHELL	LT. GREY	FOG	MEN7200-2	
PT-3	PITTSBURGH PAINT	EGGSHELL	MED. GREY	VICTORIAN PEWTER	MEN7055-5	
PT-4	PITTSBURGH PAINT	EGGSHELL	DK. GREY	GLAZED GRANITE	MEN7060-5	
PT-5	PITTSBURGH PAINT	EGGSHELL	BLUE	SINGING THE BLUES	MEN7023-6	
PT-6	PITTSBURGH PAINT	ENAMEL	WHITE	WILLOW SPRINGS	MEN7135-1	

DOOR SCHEDULE

#	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	ROUGH OPENING WIDTH	ROUGH OPENING HEIGHT	LOCATION	TYPE	STYLE	THKNS	MTL	FINISH	COLOR	HDR	JAMB	THR	HDWR	LOCK	CLSR	HINGE DIR	GLASS	TEMP.	REMARKS
101	3'-0"	8'-0"	3'- 1 1/2"	8'-1"	LOBBY ENTRY	A	SINGLE 1/2 LITE	1 3/4"	MTL	FACTORY	BLUE	Y	Y	Y	KP *	Y	Y	L	BULLET PROOF & LOW "E"	Y	* KEY PAD/SECURITY LOCK SOLID CORE–NOTE #1
102	3'-0"	8'-0"	3'- 1 1/2"	8'-1"	REC. VESTIBULE	B	VIEW PANEL	1 3/4"	MTL	PAINT	BLUE PT-5	Y	Y	N	KP*	Y	Y	L	BULLET PROOF VIEW PANEL	Y	* KEY PAD/SECURITY LOCK SOLID CORE–NOTE #1
103	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	CONSULTATION RM	D	SINGLE LITE	1 3/8"	MTL	PAINT	WHITE	Y	Y	N	DB	Y	N	R	SANDBLASTED	Y	
104	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	COMMUNICATION RM	E	LOUVER	1 3/8"	MTL	PAINT	WHITE	Y	Y	N	DB	Y	N	L	–	–	
105	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	RECORDS	C	SINGLE PANEL	1 3/8"	MTL	PAINT	LT. GREY PT-2	Y	Y	N	STND	N	N	L	–	–	
106	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	DETECTIVE OFFICE	C	SINGLE PANEL	1 3/8"	MTL	PAINT	DK. GREY PT-3	Y	Y	N	STND	Y	N	L	–	–	
107	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	DETECTIVES	C	SINGLE PANEL	1 3/8"	MTL	PAINT	DK. GREY PT-3	Y	Y	N	STND	N	N	L	–	–	
108	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	INTERVIEW RM	C	SINGLE PANEL	1 3/8"	MTL	PAINT	LT. GREY PT-2	Y	Y	N	DB	Y	Y	L	–	–	
109	3'-0"	7'-0"	3'- 1 1/2"	7'-1"	NEW EXIT CORRIDOR	B	VIEW PANEL	1 3/4"	MTL	PAINT	LT. GREY PT-2	Y	Y	N	KP*	Y	Y	L	BULLET PROOF VIEW PANEL	Y	* KEY PAD/SECURITY LOCK SOLID CORE–NOTE #1

DOOR TYPES



FURNITURE LEGEND

#	DESCRIPTION	SIZE	QTY.	TYPE	MANUFACTURER	PRODUCT	MATERIAL	COLOR	COLOR NAME	FRAME MTL	SPEC #	REMARKS
CH-01	MANAGER CHAIR	22.4" – 24.8" w x 21" – 23.8" d x 35.7" h	2	HIGH BACK	STEELCASE	GESTURE	MESH BACK UPHOLSTERY SEAT	DK GREY DK BLUE – SOLID	BILLIARD–INDIGO FLAT METALLIC	ALUM	SH16 442450	400LB WT LIMIT
CH-02	STND. DESK CHAIR	22.4" – 24.8" w x 21" – 23.8" d x 35.7" h	12	MED. HIGH BACK	STEELCASE	GESTURE	UPHOLSTERY	DK BLUE – SOLID	BILLIARD–INDIGO FLAT METALLIC	ALUM	SH16 442450	400LB WT LIMIT
CH-03	VISITOR CHAIR	23.75" w x 20.25" d x 31.5" h	8	ARM LESS	STEELCASE	MOVE	PLASTIC BACK & SEAT W/MTL FRAME	DK BLUE	JAZZ – NAVY FLAT METALLIC	ALUM	4799 6350	STACKABLE & 300LB WT LIMIT
CH-04	EXEC. VISITOR CHAIR	28" w x 31.8" d x 29" h	2	W/ARMS	WEST ELM	MID CENT SHLW WG	UPHOLSTERY W/ WD TRIM	DK BLUE WAVE PLEAT	MIDNIGHT	WOOD	SW4653034	
DE-01	DESK – HT. ADJ.	36" w x 66" l x 27" - 47" H	1	SIT TO STAND	STEELCASE	OLOGY	LAM WORKSURFACE ALUM FRAME	VARIC GREY	STORM NODE FLAT METALLIC	ALUM	(2H)(2)H(2)H 4799	
RET-01	DESK RETURN(LEFT) W/ 1 NO. 3 DRAWER PEDESTAL	21" w x 76" l x 27" H	1	–	STEELCASE	CURRENCY	LAMINATE TOP, LAMINATE CABINET	VARIC GREY	STORM NODE	MDF	(2H)(2)H(2)H	LOCKABLE LATERAL FILE & LOCKABLE PEDESTAL DRAWERS
HU-01	HUTCH W/OVERHEAD STG	20.5" w x 52" l x 66" H	1	–	STEELCASE	CURRENCY	LAMINATE TOP, LAMINATE CABINET	VARIC GREY	STORM NODE	MDF	(2H)(2)H(2)H	
HU-02	HUTCH W/36" LT. & SHELF	20.5" w x 60" l x 66" H	1	–	STEELCASE	CURRENCY	LAMINATE TOP LAM LAT FILE	VARIC GREY	STORM NODE	MDF	(2H)(2)H(2)H	
TBL-01	ROUND	36" dia. x 29" H	1	PEDESTAL BASE	STEELCASE	MONTARASO	LAMINATE	BLUE	STORM NODE FLAT METALLIC	MDF & ALUM	(2H)(2)H(2)H 4799	
TBL-02	RECTANGLE	29" w x 60" l x 29" H	1	WITH 4 LEGS	STEELCASE	ANSWER FREESTANDING	LAMINATE	VARIC GREY	STORM NODE FLAT METALLIC	MDF & ALUM	(2H)(2)H(2)H 4799	
LF-01	4 DRAWER LATERAL FILE	36" w x 20" d x 60" H	3	INTEGRAL HANDLES	STEELCASE	UNIVERSAL	METAL	DK GREY	MERLE	METAL	7360	
SH-01	OPEN SHELF UNIT	36" w x 12" d x 48" H	3	ADJUSTABLE	STEELCASE	CURRENCY	LAMINATE	VARIC GREY	STORM NODE	MDF	(2H)(2)H(2)H	
WS-01A	WORK STATION(RIGHT R/N) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 60" H	3	INTEGRAL PANELS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE LAM EXT PANELS FABRIC INT PANELS	DK GREY FRAME VARIC GREY LT GREY/WHITE, TEAT	MERLE STORM NODE REGL AGGREGATE ASH	METAL	7360 (2H)(2)H(2)H 2)H 4147/005	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER
WS-01L	WORK STATION(LEFT R/N) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 60"H	3	INTEGRAL PANELS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE LAM EXT PANELS FABRIC INT PANELS	DK GREY FRAME VARIC GREY LT GREY VARIC LT GREY	MERLE STORM NODE REGL AGGREGATE ASH	METAL	7360 (2H)(2)H(2)H 2)H 4147/005	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER
WS-02R	WORK STATION(RIGHT R/N) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 65" H	3	INTEGRAL PANELS W/ TEMP. GLASS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE JAI & GLASS PANELS FABRIC INT PANELS	DK GREY FRAME VARIC GREY LT GREY VARIC LT GREY	MERLE STORM NODE REGL AGGREGATE ASH	METAL	7360 (2H)(2)H(2)H 2)H 4147/005	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER
WS-02L	WORK STATION(LEFT R/N) 1 NO. 3 DRAWER PEDESTAL 1 NO. SUSP.DRAWER 1 NO. OVERHEAD STG BIN	60" w x 60" l x 60" H	3	INTEGRAL PANELS W/ TEMP. GLASS	STEELCASE	ANSWER	METAL FRAME LAM WORKSURFACE JAI & GLASS PANELS FABRIC INT PANELS	DK GREY FRAME VARIC GREY LT GREY VARIC LT GREY	MERLE STORM NODE REGL AGGREGATE ASH	METAL	7360 (2H)(2)H(2)H 2)H 4147/005	VERIFY "L" SHAPE IS HT ADJ LOCKABLE SINGLE DRAWER

SCHEDULES

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA. 93061
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CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date

Scale: NA
Drawn by: GMG
Date: 11/03/2022
Job # 10504.014
Sheet: A6.0

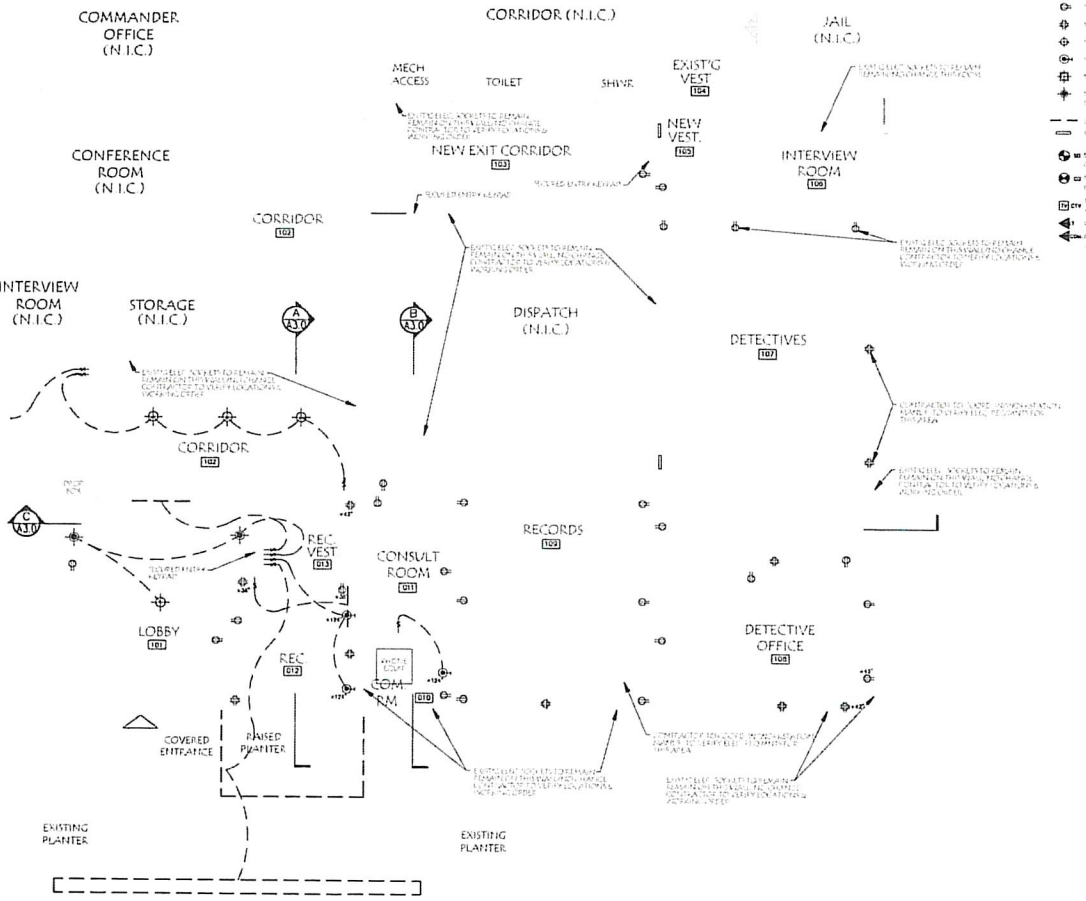
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GENERAL ELECTRICAL NOTES:

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. ALL ELECTRICAL AND HVAC WORKS TO BE A SEPARATE CONTRACT

ELECTRICAL NOTES:

1. PROVIDE ELECTRICAL SYSTEM GROUNDING PER N.E.C. ART. 250-8
2. ELECTRICAL OUTLETS SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 210-52
3. LIGHTING FIXTURES CONTROLLED BY A WALL SWITCH SHALL BE INSTALLED IN ACCORDANCE WITH N.E.C. ART. 410-8
4. SMOKE DETECTORS SHALL BE PERMANENTLY WIRED TO A NON-SWITCHED A.C. CIRCUIT AND SHALL HAVE BATTERY BACK-UP. DETECTORS SHALL BE AUDIBLE
5. ALL OUTLETS (RECEPTACLES, LIGHTS, ETC.) TO BE "AFCI" (ARC-FAULT CIRCUIT INTERRUPTER) TYPE. TYPICAL IN KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, BATHROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS, OR SIMILAR ROOMS OR AREAS. (CEC SECTION 210.12)
6. THE DISCHARGE POINT FOR AIR SHALL BE AT LEAST 3 FEET FROM ANY OPENING WHICH ALLOWS AIR ENTRY INTO OCCUPIED PORTIONS OF THE BUILDING PER U.B.C. 3205.5
7. ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICIENCY LUMINAIRES IN ACCORDANCE WITH THE C.E.C. TABLE 150.0-A
8. WHERE MORE THAN ONE SMOKE ALARM IS REQUIRED THEY SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL ALARMS IN THE BUILDING
9. COMBINATION SMOKE ALARMS AND CARBON MONOXIDE ALARMS SHALL BE LISTED AND APPROVED IN ACCORDANCE WITH "UL 217" AND UL 2034. (CRC R314 f.1)
10. SMOKE ALARMS AND CARBON MONOXIDE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING AND SHALL BE EQUIPPED WITH A BATTERY BACK UP (CRC R314 & R315 f.)



MEP PLAN

NORTH

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

ELECTRICAL LEGEND / LUMINAIRE SCHEDULE

ELECTRICAL PLAN

ROBERT WILLIAM COMPANY
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GENERAL ENGINEERING & BUILDING CONTRACTORS
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CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date

Scale: 1/4"=1'-0"
Drawn by: GMG
Date: 11/03/2022
Job #: 10504.014
Sheet: A7.0

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

STRUCTURAL STEL

1. ALL METAL STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 360-16 AND SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC 303-16 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES". STEEL FABRICATION SHALL BE PERFORMED BY A FABRICATOR WHO IS CERTIFIED BY THE AISC QUALITY CERTIFICATION PROGRAM.

2. ALL WELDING SHALL BE PERFORMED BY WELDERS AND WELDING OPERATORS WHO HAVE BEEN QUALIFIED BY TESTING AS PRESCRIBED IN AWS D1.1 "STRUCTURAL WELDING CODE - STEEL" AND THE APPLICABLE REFERENCED SECTIONS OF THE AISC SPECIFICATION.

3. STRUCTURAL STEEL SHALL BE THE FOLLOWING MINIMUM STRENGTH GRADES, UNLESS NOTED OTHERWISE:

SHAPES	ASTM DESIGNATION	Fy (KSI)
WIDE FLANGE (W)	A992	50 KSI
PLATES AND STRUCTURAL TUBES	A36	36
RECTANGULAR TUBES	A500 GR B	46
ROUND TUBES	A500 GR B	42

4. BOLTING: THE STEEL ERECTOR OR FABRICATOR SHALL FURNISH ALL THE BOLTING FOR STRUCTURAL STEEL CONNECTIONS SHOWN ON THE PLANS.

TYPE	USE	STRENGTH
ASTM A307 BOLTS	ALL FINISHED	A307 GRADE A
ANCHOR RODS	ANCHORS	A307 GRADE A
HIGH STRENGTH	ALL STRUCTURAL	A325

5. ALL BOLTS SHALL BE INSTALLED IN STANDARD HOLES UNLESS NOTED OTHERWISE.

6. ALL BOLTED CONNECTIONS SHALL BE SNUG TIGHT AS DEFINED BY AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 BOLTS. ALL BOLTS SHALL BE TIGHTENED TO A MINIMUM OF THE VALUES GIVEN IN TABLE J3.1 OF THE AISC SPECIFICATION.

7. ALL WELDS SHALL BE MADE USING LOW HYDROGEN PROCESS OF THE E70XX CLASS OF ELECTRODES. ALL WELDING SHALL BE PERFORMED BY WELDERS WHO HAVE BEEN QUALIFIED BY TESTS PRESCRIBED IN THE AWS STANDARD QUALIFICATION PROCEDURE.

8. ALL WELDING OF STRUCTURAL STEEL WORK IS TO BE INSPECTED BY A CERTIFIED WELDING INSPECTOR (CWI) EMPLOYED BY THE OWNER'S TESTING AGENCY. THE CWI SHALL PERFORM VISUAL INSPECTION OF ALL WELDS AND SHALL PERFORM ULTRASONIC TESTING OF ALL COMPLETE PENETRATION WELDS.

9. THE DESIGN OF STRUCTURAL STEEL MEMBERS IS BASED ON THE INFORMATION SHOWN ON THE DRAWINGS. ANY CHANGES MADE BY THE FABRICATOR OR ERECTOR MUST BE APPROVED BY THE STRUCTURAL ENGINEER.

10. SHOP PAINTING: NOT TO BE PAINTED. STEEL SHALL BE PREPARED FOR SHOP PAINTING BY REMOVING ALL MILL SCALE, RUST, OIL, GREASE, AND OTHER FOREIGN MATTER BY SOLVENT CLEANING AND WIRE BRUSHING.

11. STEEL SHALL BE COVERED WITH A SHOP APPLIED PRIMER. FIELD PAINTING TO BE PROVIDED AS INDICATED ON ARCHITECTURAL PLANS OR WHERE BOLTS, AND WELDS.

12. WHERE WELDS, BOLTS, OR SHEAR CONNECTORS ARE TO BE PLACED THROUGH PAINTED SURFACES, AFTER TOUCH UP APPLICATION, A COATING SHALL BE APPLIED COMPATIBLE WITH ORIGINAL PAINT SYSTEM TO PROVIDE A FULLY PROTECTIVE FILM. PAINT SHALL BE NOT LESS THAN 2 MILS THICK AND SHALL BE APPLIED BY BRUSH OR SPRAY. PAINT SHALL BE NOT APPLIED TO SURFACES WITHIN 2 INCHES OF WELDS TO BE FIELD WELDED UNLESS SPECIFICALLY APPROVED BY THE ENGINEER.

13. GRADE OF LAGGING & CLEARANCE: LAGGING SHALL BE DOUGLAS FIR NO. 1 OR BETTER. LAGGING SHALL BE PLACED WITH A CLEARANCE OF NOT LESS THAN 1/2 INCH NOR MORE THAN 3 INCHES FROM THE EXCAVATION LINE.

14. SHEET PILING: SHEET PILING SHALL BE NEW OR USED IN GOOD CONDITION AND SHALL BE FREE FROM HOLES OTHER THAN THOSE SHOWN ON THE PLANS. SHEET PILING SHALL BE DRIVEN TO THE DEPTH SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

15. ALL STEEL SHALL BE FREE OF RUST, SCALE, OIL, GREASE, AND OTHER FOREIGN MATTER BEFORE ERECTION. SURFACES TO BE WELDED SHALL BE CLEANED TO BARE METAL FOR A DISTANCE OF AT LEAST 2 INCHES FROM THE WELD LOCATION.

16. ALL BOLTED CONNECTIONS SHALL BE MADE WITH HIGH STRENGTH BOLTS AND NUTS CONFORMING TO ASTM A325. BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION AS DEFINED BY THE AISC SPECIFICATION FOR STRUCTURAL JOINTS.

17. ALL WELDING SHALL BE PERFORMED BY WELDERS QUALIFIED IN ACCORDANCE WITH AWS D1.1 STRUCTURAL WELDING CODE - STEEL. WELDING PROCEDURES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.

18. ALL WELDS SHALL BE VISUALLY INSPECTED BY A CERTIFIED WELDING INSPECTOR. ULTRASONIC TESTING SHALL BE PERFORMED ON ALL COMPLETE PENETRATION WELDS.

19. ALL BOLTED CONNECTIONS SHALL BE INSPECTED TO VERIFY PROPER TIGHTENING.

20. ALL STRUCTURAL STEEL SHALL BE PROTECTED FROM CORROSION BY A SHOP APPLIED PRIMER COAT. TOUCH UP PAINTING SHALL BE PERFORMED AFTER ERECTION.

21. ALL STRUCTURAL STEEL SHALL BE ERECTED PLUMB AND TRUE WITHIN THE TOLERANCES SPECIFIED IN THE AISC CODE OF STANDARD PRACTICE.

22. ALL STRUCTURAL STEEL SHALL BE ERECTED PLUMB AND TRUE WITHIN THE TOLERANCES SPECIFIED IN THE AISC CODE OF STANDARD PRACTICE.

23. ALL STRUCTURAL STEEL SHALL BE ERECTED PLUMB AND TRUE WITHIN THE TOLERANCES SPECIFIED IN THE AISC CODE OF STANDARD PRACTICE.

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30. ALL STRUCTURAL STEEL SHALL BE ERECTED PLUMB AND TRUE WITHIN THE TOLERANCES SPECIFIED IN THE AISC CODE OF STANDARD PRACTICE.

REINFORCING STEEL

1. REINFORCING BAR FABRICATION AND PLACEMENT SHALL CONFORM TO THE FOLLOWING STANDARDS:
   - ACI 315
   - CRSI MANUAL
   - CRSI MANUAL OF STANDARD PRACTICE

2. REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60, UNLESS OTHERWISE NOTED ON THE PLANS.

3. WELDED WIRE FABRIC SHALL BE PLAIN TYPE, CONFORMING TO ASTM A185, AND SHALL BE FURNISHED IN FLAT SHEETS. WELDED WIRE FABRIC SHALL BE LAPPED NOT LESS THAN ONE FULL MESH PLUS 2 INCHES AT SIDES AND ENDS.

4. REINFORCING BARS SHALL BE FURNISHED IN STANDARD LENGTHS AND BENT COLD TO THE SHAPES AND DIMENSIONS SHOWN ON THE PLANS. BARS SHALL NOT BE BENT OR STRAIGHTENED IN A MANNER THAT WILL INJURE THE MATERIAL.

5. REINFORCING BARS SHALL BE SUPPORTED AND WIRED TOGETHER AT INTERSECTIONS AND SPLICES WITH NO. 16 GAUGE BLACK ANNEALED WIRE TIES. BARS SHALL BE SECURELY HELD IN PLACE DURING THE PLACING OF CONCRETE.

6. CONCRETE COVER FOR REINFORCEMENT SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE ON THE PLANS:

LOCATION	MINIMUM COVER
A. CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
B. FORMED SURFACES EXPOSED TO EARTH OR WEATHER:	
#6 THROUGH #18 BARS	2"
#5 BARS AND SMALLER, AND WWF	1½"
C. FACES OF WALLS, FOOTINGS, OR PIERS NOT EXPOSED TO WEATHER OR EARTH:	
#14 AND #18 BARS	1½"
#11 AND SMALLER	¾"
CLEAR VOIDS (2" MIN)	
BEAMS, PILASTERS, GIRDERS, STRUTS, AND TIES	1½"
SLABS, WALLS, AND JOISTS	¾"

7. SLEEVES AND CASINGS SHALL BE SET WHERE SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. SLEEVES SHALL BE PLACED SO THAT THEY WILL NOT DISPLACE THE REINFORCEMENT. SLEEVES SHALL BE SUFFICIENTLY LARGE TO ACCOMMODATE THE PIPE AND ALLOW FOR INSULATION AND EXPANSION. SLEEVES SHALL BE SECURELY FASTENED IN PLACE AND SHALL BE SEALED WATERTIGHT AFTER THE PIPE IS INSTALLED.

8. ALL REINFORCEMENT SHALL BE CLEAN AND FREE OF LOOSE RUST, SCALE, OIL, GREASE, MUD, OR OTHER FOREIGN MATTER THAT WOULD REDUCE BOND. REINFORCEMENT SHALL BE PLACED AS SHOWN ON THE PLANS AND SHALL BE SECURELY TIED AND SUPPORTED TO PREVENT DISPLACEMENT DURING CONCRETE PLACEMENT.

9. CONCRETE SHALL NOT BE PLACED ON OR AGAINST FROZEN GROUND. CONCRETE SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS BELOW 40°F UNLESS ADEQUATE PROTECTION IS PROVIDED. CONCRETE SHALL NOT BE PLACED ON OR AGAINST FROZEN GROUND. CONCRETE SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS BELOW 40°F UNLESS ADEQUATE PROTECTION IS PROVIDED.

10. ALL EXPOSED CORNERS SHALL BE CHAMFERED 3/4 INCH UNLESS OTHERWISE NOTED.

11. FOUNDATION CAPACITY IS FOR DEAD LOAD AND LIVE LOAD ONLY. INCREASE FOR WIND OR SEISMIC IS PERMISSIBLE.

12. REINFORCING BARS SHALL BE SECURELY TIED AT ALL INTERSECTIONS AND SPLICES.

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15. ALL REINFORCING BARS SHALL BE SECURELY TIED AT ALL INTERSECTIONS AND SPLICES.

16. ☐ ALL REINFORCING BARS SHALL BE SECURELY TIED AT ALL INTERSECTIONS AND SPLICES.

☒ NO SPLICES OF REINFORCING BARS SHALL BE MADE EXCEPT AS SHOWN ON THE PLANS.

ALL REINFORCING BARS SHALL BE SECURELY TIED AT ALL INTERSECTIONS AND SPLICES.

SOILS

1. ALL SOILS SHALL BE TESTED BY [illegible]

[illegible]

REINFORCED CONCRETE

1. THE MINIMUM 28-DAY COMPRESSIVE STRENGTH (f'c) FOR EACH PART OF THE CONCRETE STRUCTURE SHALL BE AS FOLLOWS (U.N.O.):

CONCRETE ELEMENT	f'c
FOOTINGS AND PADS	[illegible]
REINFORCED WALLS AND RETAINING WALLS	[illegible]
SLABS ON GRADE	[illegible]
SLABS	[illegible]
STAIRS, LANDINGS	[illegible]

ALL CONCRETE SHALL BE PROPORTIONED TO PRODUCE THE SPECIFIED COMPRESSIVE STRENGTH AT 28 DAYS.

2. CONCRETE SHALL BE PROPORTIONED, MIXED, AND PLACED IN ACCORDANCE WITH ACI 318-19, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".

3. ALL CONCRETE SHALL BE READY-MIXED AND SHALL CONFORM TO ASTM C94. THE MAXIMUM WATER-CEMENT RATIO SHALL BE 0.45 FOR ALL CONCRETE EXPOSED TO WEATHER OR EARTH.

4. ADMIXTURES: AIR-ENTRAINING ADMIXTURES SHALL BE USED IN ALL CONCRETE EXPOSED TO WEATHER. AIR CONTENT SHALL BE 5% ± 1%. CHEMICAL ADMIXTURES SHALL NOT BE USED WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.

5. SLUMP: SLUMP SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE:
   - FOOTINGS AND WALLS: 4" ± 1"
   - SLABS: 4" ± 1"
   - COLUMNS AND BEAMS: 4" ± 1"

6. CONCRETE SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS BELOW 40°F UNLESS ADEQUATE PROTECTION IS PROVIDED. CONCRETE SHALL NOT BE PLACED ON OR AGAINST FROZEN GROUND.

7. CONCRETE SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS BELOW 40°F UNLESS ADEQUATE PROTECTION IS PROVIDED. CONCRETE SHALL NOT BE PLACED ON OR AGAINST FROZEN GROUND.

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WOOD

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

8. [illegible]

9. [illegible]

10. [illegible]

11. [illegible]

12. [illegible]

13. [illegible]

14. [illegible]

15. [illegible]

16. [illegible]

17. [illegible]

18. [illegible]

19. [illegible]

20. [illegible]

21. [illegible]

22. [illegible]

23. [illegible]

24. [illegible]

25. [illegible]

26. [illegible]

27. [illegible]

28. [illegible]

29. [illegible]

30. [illegible]

WOOD CONT.

24. [illegible]

25. [illegible]

26. [illegible]

27. [illegible]

28. [illegible]

29. [illegible]

30. [illegible]

FIRE PROOFING

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

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27. [illegible]

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29. [illegible]

30. [illegible]

GENERAL NOTES

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

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25. [illegible]

26. [illegible]

27. [illegible]

28. [illegible]

29. [illegible]

30. [illegible]

INDEX OF SHEETS

SN-1	STRUCTURAL NOTES
SN-2	STRUCTURAL NOTES
S-1	FOUNDATION PLAN
SD-1	STRUCTURAL DETAILS

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
Ground Engineering & Building Contractors
P.O. Box 1025 Santa Ynez, CA 93460
Phone (805) 525-4420 Fax (805) 933-4540

CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

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

#	Revision	Date

Scale: NA
Drawn by: BDM
Date: 10/6/2022
Job #: 10504.014
Sheet: SN-1

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STRUCTURAL OBSERVATION PROGRAM:

STRUCTURAL OBSERVATION SHALL BE PROVIDED IN A FORMAT SIMILAR TO THAT SHOWN IN THE CALIFORNIA BUILDING CODE (2019) FOR THIS PROJECT. THE PURPOSE OF STRUCTURAL OBSERVATION IS TO VISUALLY OBSERVE THE STRUCTURE AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM TO REVIEW GENERAL CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS. AT EACH STAGE OF OBSERVATION, A REPORT SHALL BE PREPARED AND FILED WITH THE BUILDING OFFICIAL.

NAMED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE OF STRUCTURES:

NAME: NANCY ROBERTS
TITLE: PRINCIPAL ARCHITECT
ADDRESS: 1005 SOUTH BROADWAY, SANTA MARIA, CA 93454
PHONE NO.: (805) 922-2616

RESPONSIBILITIES OF STRUCTURAL OBSERVER:

1. THE CONSTRUCTION OBSERVATIONS SHALL INCLUDE VISITS TO THE SITE AT INTERVALS APPROPRIATE TO THE STAGE OF CONSTRUCTION OR AS AGREED UPON BY THE OWNER AND THE BUILDING OFFICIAL, BUT WITHOUT UNREASONABLE DELAY. THE PURPOSE OF THE OBSERVATIONS IS TO OBSERVE GENERAL COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. THE STRUCTURAL OBSERVER SHALL NOT SUPERVISE OR DIRECT THE WORK, DETERMINE THE CONTRACTOR'S METHODS OR PROCEDURES, OR ASSUME RESPONSIBILITY FOR CONSTRUCTION SAFETY OR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.
2. THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL, OWNER, AND CONTRACTOR A WRITTEN REPORT AFTER EACH SITE VISIT. THE REPORT SHALL STATE WHETHER OBSERVED EXPOSED WORK APPEARS TO BE IN GENERAL CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS. ANY APPARENT DEFICIENCIES OR NONCONFORMANCES SHALL BE DESCRIBED, AND THE REPORT SHALL STATE WHETHER, TO THE BEST OF THE OBSERVER'S KNOWLEDGE, THEY HAVE BEEN RESOLVED.
3. THE STRUCTURAL OBSERVER SHALL OBSERVE THE FOLLOWING:
   - FOUNDATION EXCAVATIONS BEFORE PLACEMENT OF CONCRETE OR FOOTINGS.
   - REINFORCING STEEL AND ITS PLACEMENT IN FOOTINGS, SLABS, WALLS, BEAMS, AND COLUMNS BEFORE CONCRETE PLACEMENT.
   - STRUCTURAL STEEL DURING ERECTION, INCLUDING CONNECTIONS AND BRACING.
   - WOOD FRAMING AND SHEAR WALLS DURING NAILING AND BLOCKING.
   - ANCHOR BOLTS AND HOLD-DOWNS BEFORE CONCRETE PLACEMENT.
   - ANY OTHER ITEMS REQUIRED BY THE BUILDING OFFICIAL OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.
4. UPON COMPLETION OF THE STRUCTURAL SYSTEM AND PRIOR TO FINAL INSPECTION, THE STRUCTURAL OBSERVER SHALL SUBMIT A FINAL REPORT STATING THAT THE OBSERVED WORK WAS COMPLETED IN GENERAL CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND ANY KNOWN DEFICIENCIES HAVE BEEN RESOLVED.
5. THE STRUCTURAL OBSERVER SHALL NOTIFY THE BUILDING OFFICIAL AND CONTRACTOR IMMEDIATELY IF, IN THE OBSERVER'S OPINION, AN UNSAFE CONDITION EXISTS.

EARTHQUAKE DESIGN DATA

MAPPED SPECTRAL RESPONSE ACCELERATION AT SHORT PERIODS (Ss)	2.500
MAPPED SPECTRAL RESPONSE ACCELERATION AT 1-SECOND PERIOD (S1)	0.900
SITE CLASS	D
SPECTRAL RESPONSE COEFFICIENT AT SHORT PERIODS (SDS)	1.667 g
SPECTRAL RESPONSE COEFFICIENT AT 1-SECOND PERIOD (SD1)	1.200 g
SEISMIC DESIGN CATEGORY	D
RISK CATEGORY	II

WIND DESIGN DATA

ULTIMATE DESIGN WIND SPEED	110 MPH
NOMINAL DESIGN WIND SPEED	85 MPH
WIND EXPOSURE	B

FASTENING SCHEDULE

SPECIAL INSPECTION SUMMARY:

ABBREVIATIONS:

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
General Engineering & Building Contractors
P.O. Box 1025 Santa Paula Ca. 93061
Phone (805) 525-6400 Fax (805) 933-4040

RWC

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

PROJECT:
SANTA PAULA
POLICE STATION
RENOVATION

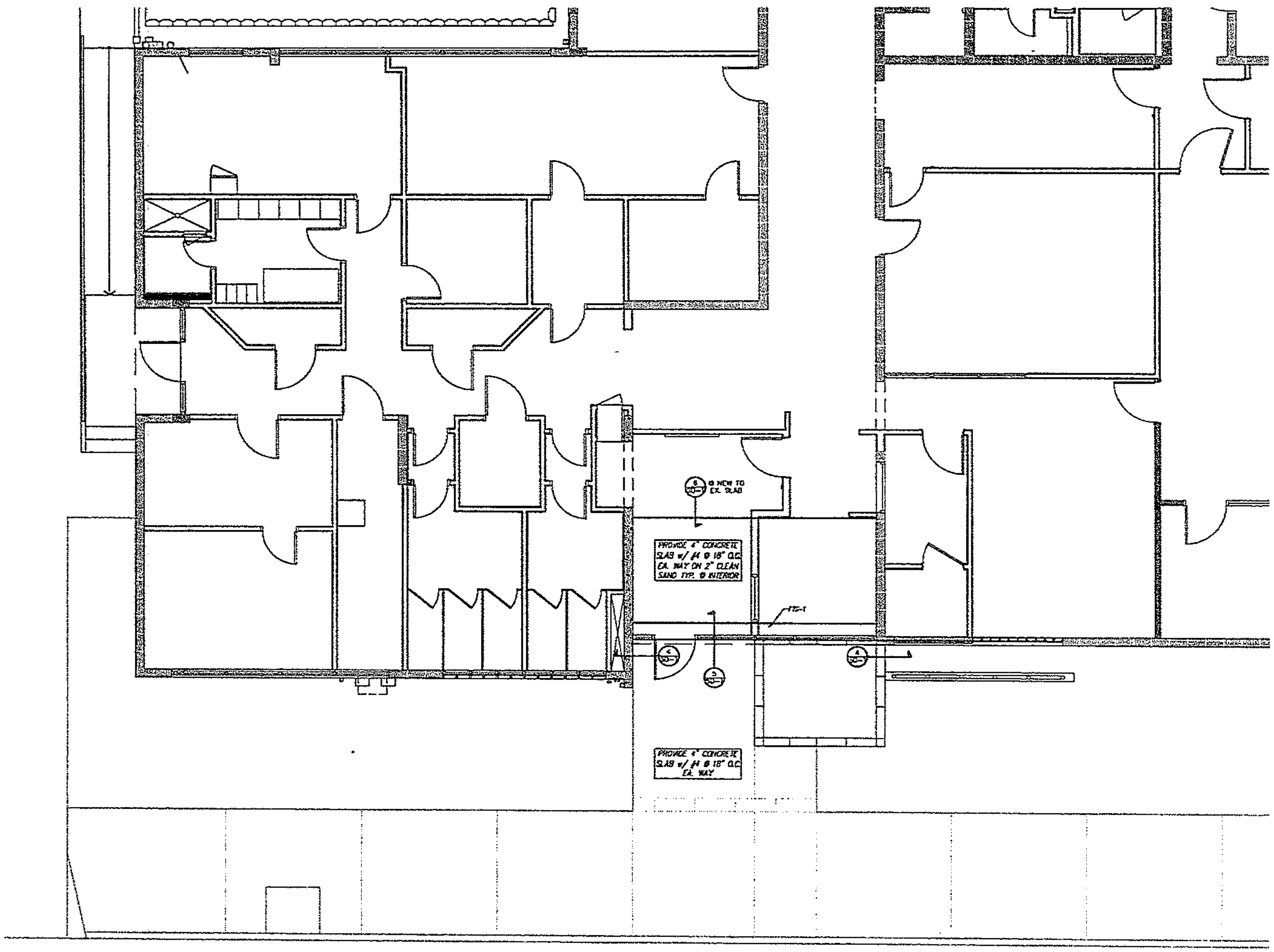
CONSULTANT:

#	Revision	Date

Scale: NA
Drawn by: SDM
Date: 10/6/2022
Job #: 10504.014
Sheet: SN-2

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FOUNDATION SCHEDULE	
FTG-1	1'-3" WIDE x 1'-6" CONT. CONC. FTG. w/ 2-#4 CONT. REINF. T&B

PLAN LEGEND:

PROPOSED CONTINUOUS CONCRETE FOOTING PER PLAN

ADDITIONAL NOTES:

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

FOUNDATION PLAN

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

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
General Engineering & Building Contractors
P.O. Box 1026 Santa Paula Ca. 93061
Phone (805) 525-6433 Fax (805) 933-3040

CONSULTANT:

PROJECT: SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date

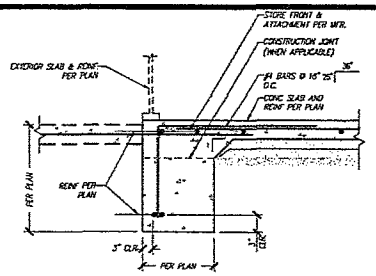
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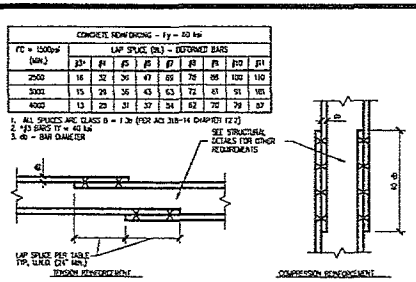
Date: 10/6/2022

Job #: 10504.014

Sheet: S-1

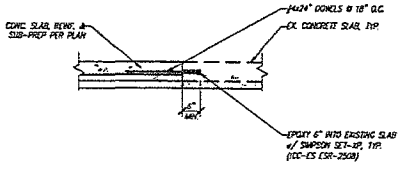


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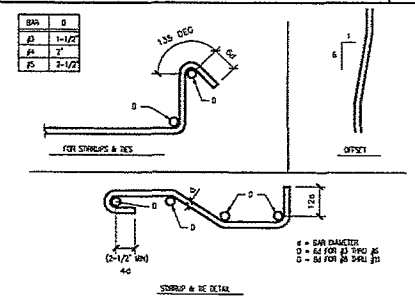


CONCRETE LAP SPLICE TABLE

1

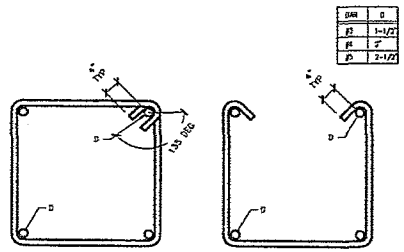


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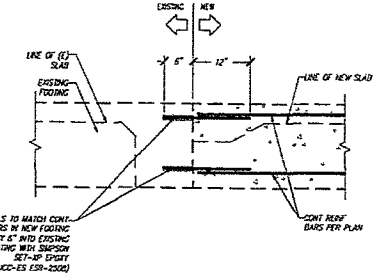
BAR BENDING, STIRRUP & TIES

2



STIRRUP AND TIE DETAIL

3



4

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
General Engineering & Building Contractor
P.O. Box 4008, Santa Paula, CA. 93061
Phone (805) 525-6403 Fax (805) 933-8242

CONSULTANT:

PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date

Scale: NTS
Drawn by: BDM
Date: 10/5/2020
Job #: 10504.014
Sheet: SD-1

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STRUCTURAL CALCULATIONS
(SUBMITTAL 1)

SANTA PAULA POLICE STATION RENOVATION

214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

PREPARED BY:

ROBERT WILLIAM COMPANY, LLC
ENGINEERING AND LAND PLANNING DIVISION
GENERAL ENGINEERING & BUILDING CONTRACTORS
P: (805)671-9811 E: TOEDTER2@GMAIL.COM

Date: OCTOBER 6TH, 2022
W.O. 10504.014



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RWC LLC
216 N 8th Street
Santa Paula, CA
805-671-9811

JOB TITLE SANTA PAULA P.D. T.I.
214 S 10TH ST.
JOB NO. 10504.014 SHEET NO.
CALCULATED BY DATE 10/5/22
CHECKED BY DATE

www.struware.com

Code Search

Code: California Building Code 2019

Occupancy:

Occupancy Group = B Business

Risk Category & Importance Factors:

Risk Category =	IV
Wind factor =	1.00
Snow factor =	1.20
Seismic factor =	1.50

Type of Construction:

Fire Rating:

Roof =	0.0 hr
Floor =	0.0 hr

Building Geometry:

Roof angle (θ)	3.00 / 12	14.0 deg
Building length (L)	118.0 ft	
Least width (B)	92.0 ft	
Mean Roof Ht (h)	20.0 ft	
Parapet ht above grd	20.0 ft	
Minimum parapet ht	0.0 ft	

Live Loads:

Roof
0 to 200 sf: 20 psf
200 to 600 sf: 24 - 0.02Area, but not less than 12 psf
over 600 sf: 12 psf

Floor:

Typical Floor	0 psf
Partitions	15 psf
	0 psf
	0 psf
	0 psf

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⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Hazards by Location

Search Information

Address:	214 S 10th St, Santa Paula, CA 93060
Coordinates:	34.3516809, -119.0593179
Elevation:	261 ft
Timestamp:	2022-09-02T15:09:40.734Z
Hazard Type:	Seismic
Reference Document:	ASCE7-16
Risk Category:	IV
Site Class:	D-default



Basic Parameters

Name	Value	Description
S_S	1.967	MCE_R ground motion (period=0.2s)
S_1	0.752	MCE_R ground motion (period=1.0s)
S_{MS}	2.36	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	1.573	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

Additional Information

Name	Value	Description
SDC	* null	Seismic design category
F_a	1.2	Site amplification factor at 0.2s
F_v	* null	Site amplification factor at 1.0s
CR_S	0.882	Coefficient of risk (0.2s)
CR_1	0.883	Coefficient of risk (1.0s)
PGA	0.872	MCE_G peak ground acceleration

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F_{PGA}	1.2	Site amplification factor at PGA
PGA_M	1.046	Site modified peak ground acceleration
T_L	8	Long-period transition period (s)
SsRT	1.967	Probabilistic risk-targeted ground motion (0.2s)
SsUH	2.231	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
SsD	2.698	Factored deterministic acceleration value (0.2s)
S1RT	0.752	Probabilistic risk-targeted ground motion (1.0s)
S1UH	0.852	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S1D	0.859	Factored deterministic acceleration value (1.0s)
PGAd	1.089	Factored deterministic acceleration value (PGA)

* See Section 11.4.8

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Disclaimer

Hazard loads are provided by the U.S. Geological Survey Seismic Design Web Services.

While the information presented on this website is believed to be correct, ATC and its sponsors and contributors assume no responsibility or liability for its accuracy. The material presented in the report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the report provided by this website. Users of the information from this website assume all liability arising from such use. Use of the output of this website does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the report.

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⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Hazards by Location

Search Information

Address: 214 S 10th St, Santa Paula, CA 93060

Coordinates: 34.3516809, -119.0593179

Elevation: 261 ft

Timestamp: 2022-09-02T15:08:18.494Z

Hazard Type: Wind



ASCE 7-16		ASCE 7-10		ASCE 7-05	
MRI 10-Year	65 mph	MRI 10-Year	72 mph	ASCE 7-05 Wind Speed	85 mph
MRI 25-Year	70 mph	MRI 25-Year	79 mph		
MRI 50-Year	75 mph	MRI 50-Year	85 mph		
MRI 100-Year	80 mph	MRI 100-Year	91 mph		
Risk Category I	87 mph	Risk Category I	100 mph		
Risk Category II	93 mph	Risk Category II	110 mph		
Risk Category III	100 mph	Risk Category III-IV	115 mph		
Risk Category IV	104 mph				

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

Disclaimer

Hazard loads are interpolated from data provided in ASCE 7 and rounded up to the nearest whole integer. Per ASCE 7, islands and coastal areas outside the last contour should use the last wind speed contour of the coastal area – in some cases, this website will extrapolate past the last wind speed contour and therefore, provide a wind speed that is slightly higher. NOTE: For queries near wind-borne debris region boundaries, the resulting determination is sensitive to rounding which may affect whether or not it is considered to be within a wind-borne debris region.

Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

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R.W.C, LLC
ENGINEERING AND PLANNING
216 N 8TH STREET, SANTA PAULA, CA
P: (805)671-9811

PROJECT: SANTA PAULA POLICE STATION
PAGE _____ OF _____
CALCULATED BY: CDL
DATE: 10/06/2022

FOOTING DESIGN

WALL LOAD TO FOOTING = 10 PSF * 16' = 160 PLF

FOOTING WEIGHT = 150 PCF * 1.25' * 1.5' = 282 PLF

MAX FOOTING LOAD = 442 PLF

MAX SOIL BEARING PRESSURE = 442 PLF / 1.25' = 354PSF

DEMAND / CAPACITY = 354 PSF / 1500 PSF = 0.24 (OK)

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EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "E" 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.

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Liberty Mutual Surety

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

February 8, 2024

Re: Zuma Construction Group, Inc.
City of Santa Paula-Police Station Remodel Project

To Whom It May Concern,

Zuma Construction Group, Inc. is a valued surety client of The Ohio Casualty Insurance Company since 2022 and has asked us to write to you regarding their bond capacity. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as $1,000,000.00 within an aggregate program of $1,500,000.00. The pending award for this stated project will be valid for a period of 6 months from the date of bid Subject to our standard underwriting at the time of request.

Our investigation of Zuma Construction Group, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Zuma Construction Group, Inc.

The Ohio Casualty Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Zuma Construction Group, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,
THE OHIO CASUALTY INSURANCE COMPANY

Frank Morones
Attorney-in-Fact

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/8/2024

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

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

PRODUCER	CONTACT NAME:	
Hoda Hasheminejad Agency Inc 18345 ventura blvd #316 Tarzana CA 91356	PHONE (A/C, No, Ext): (818)964-0333	FAX (A/C, No):
	E-MAIL ADDRESS: hoda@hodainsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	State National Insurance Company, Inc.	12831
INSURER B:	Clear spring Insurance company	
INSURER C:	National General Insurance	
INSURER D:	Mt. Hawley Insurance Company	
INSURER E:		
INSURER F:		

INSURED
Zuma Construction Group Inc
3649 Birdsong Ave
Thousand Oaks, CA 91360

COVERAGES **CERTIFICATE NUMBER:** 198971121 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			NXT9VKJLLW-00-GL	10/12/2023	10/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2016689762	10/31/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM	$ 1,000,000 $ $ $ $ 100,000
D	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			GXS0013389	08/10/2023	08/10/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWC01223800	10/12/2023	10/12/2024	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Errors and Omissions			NXT9VKJLLW-00-GL	10/12/2023	10/12/2024	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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.

Zuma Construction Group Inc.

By: _____
Signature

Mahyar Raji
Name (Print)

CEO, President
Title (Print)

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EXHIBIT "D"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: ZUMA CONSTRUCTION GROUP INC

DIR Registration Number: PW-LR-1000888324

DIR Registration Expiration: 6/30/2024

Small Project Exemption: _____ Yes or __X__ No

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

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: ZUMA CONSTRUCTION GROUP INC

Signature: _____

Name and Title: Mahyar Raji CEO, President

Dated: 2/12/2024

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

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EXHIBIT "E"

PAYMENT AND PERFORMANCE BONDS

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

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:

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(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_____

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(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.

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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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

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

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

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

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

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

Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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"EXHIBIT #2"

BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Remodel Project

Contractor Name: Zuma Construction Lic. # 1071624

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 and #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	65,000
2.	Demolition of Existing Areas SOW items 1.01-1.06	1	Each	60,000
3.	Removal of Existing Furniture & Equipment SOW items 2.01-2.03	1	Each	3,000
4.	Abatement of Flooring and Ceilings SOW items 3.01-3.04	1	Each	60,000
5.	Installation of New Flooring SOW items 4.01-4.06	1	Each	50,000
6.	Installation of New Walls SOW items 5.01-5.05	1	Each	60,000
7.	Installation of New Doors SOW item 6.01-6.05	1	Each	60,000
8.	Installation of New Windows SOW item 7.01-7.04	1	Each	171,000
9.	Installation of New Finishes SOW items 8.01-8.04	1	Each	70,000
10.	Installation of New Cabinetry SOW items 9.01-9.07	1	Each	70,000
11.	Installation of New Signage SOW items 10.01-10.02	1	Each	6,000

The Sum of the Total Bid = Proposed contract price: $ 675,000

Projected Project Budget (Professional Opinion) $373,698.00

Submitted By: Zuma Construction

Name: Mahyar Raji

Signed By:

Date: 1/19/24

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

"EXHIBIT #2"

BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Remodel Project

Contractor Name: Zuma Construction Lic. # 1071624

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 and #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	65,000
2.	Demolition of Existing Areas SOW items 1.01-1.06	1	Each	60,000
3.	Removal of Existing Furniture & Equipment SOW items 2.01-2.03	1	Each	3,000
4.	Abatement of Flooring and Ceilings SOW items 3.01-3.04	1	Each	60,000
5.	Installation of New Flooring SOW items 4.01-4.06	1	Each	50,000
6.	Installation of New Walls SOW items 5.01-5.05	1	Each	60,000
7.	Installation of New Doors SOW item 6.01-6.05	1	Each	60,000
8.	Installation of New Windows SOW item 7.01-7.04	1	Each	171,000
9.	Installation of New Finishes SOW items 8.01-8.04	1	Each	70,000
10.	Installation of New Cabinetry SOW items 9.01-9.07	1	Each	70,000
11.	Installation of New Signage SOW items 10.01-10.02	1	Each	6,000

The Sum of the Total Bid = Proposed contract price: $ 675,200

Projected Project Budget (Professional Opinion) $373,698.00

Submitted By: Zuma Construction

Name: Mahyar Raji

Signed By:

Date: 1/19/24

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

"EXHIBIT #2"

BID SCHEDULE

PARTIAL DEMOLITION, AND REMODEL OF EXISTING CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Remodel Project

Contractor Name: Zuma Construction Lic. # 1071624

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 and #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	65,000
2.	Demolition of Existing Areas SOW items 1.01-1.06	1	Each	60,000
3.	Removal of Existing Furniture & Equipment SOW items 2.01-2.03	1	Each	3,000
4.	Abatement of Flooring and Ceilings SOW items 3.01-3.04	1	Each	60,000
5.	Installation of New Flooring SOW items 4.01-4.06	1	Each	50,000
6.	Installation of New Walls SOW items 5.01-5.05	1	Each	60,000
7.	Installation of New Doors SOW item 6.01-6.05	1	Each	60,000
8.	Installation of New Windows SOW item 7.01-7.04	1	Each	171,000
9.	Installation of New Finishes SOW items 8.01-8.04	1	Each	70,000
10.	Installation of New Cabinetry SOW items 9.01-9.07	1	Each	70,000
11.	Installation of New Signage SOW items 10.01-10.02	1	Each	6,000

The Sum of the Total Bid = Proposed contract price: $ 675,000

Projected Project Budget (Professional Opinion) $373,698.00

Submitted By: Zuma Construction

Name: Mahyar Raji

Signed By: [signature]

Date: 1/19/24

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Liberty Mutual Surety

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

January 19, 2024

Re: Zuma Construction Group, Inc.
Surety Pre-Qualification Letter

To Whom It May Concern,

Zuma Construction Group, Inc. is a valued surety client of The Ohio Casualty Insurance Company since 2022 and has asked us to write to you regarding their bond capacity. We understand that you are considering them for future projects. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as $1,000,000.00 within an aggregate program of $1,500,000.00.

Our investigation of Zuma Construction Group, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Zuma Construction Group, Inc.

The Ohio Casualty Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Zuma Construction Group, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,
THE OHIO CASUALTY INSURANCE COMPANY

Frank Morones
Attorney-in-Fact

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209029-969561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala, Daniel Buckabay, Adrian Langrell, Chelsea Liberatore, Frank Morones, R. Nappi, Dwight Reilly, Shaunna Rozelle Ostrom, Ben Stong, Michael D. Stong, Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 Orange)

On 1-19-2024 before me, L. Clark, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Frank Morones
Name(s) of Signer(s)

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.

L. CLARK
Notary Public - California
Los Angeles County
Commission # 2336730
My Comm. Expires Nov 28, 2024

Signature L. Clark
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: ZUMA CONSTRUCTION GROUP, INC. CONSTRUCTION CONTRACT FOR POLICE STATION REMODEL PROJECT PHASE I

Date: February 21, 2024

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Zuma Construction Group, Inc. for the Police Station Remodel Project, Phase I, in the amount of $675,000 in a form approved by the City Attorney.

BACKGROUND:

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

Staff has been working with Police Department leadership and RWC, LLC to identify improvements to not only the station, but to security of the campus as well.

Improvements included in Phase I involve:

- Demolition of the existing lobby, reception, public entrance area, interior partitions walls, and the detective supervisor's office - abatement of limited areas to the ceiling and flooring - new construction improvements of the lobby, reception and consultation room - also, improvements will include reconfiguring of records and new detective area with supervisor's office.

ANALYSIS:

The project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on January 19th, 2024, in City Council Chambers. Four bids were received. The bid results are as follows:

Zuma Construction Group, Inc.	$675,000.00
Ramsa Construction, Inc.	$678,150.00

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SBS Corporation	$722,352.00
GOJRM Construction, Inc.	$863,762.63

Staff finds that the low bid submitted by Zuma Construction Group, 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.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

This project is part of the City's Capital Improvement Program and will be funded by allocated Measure T and American Rescue Plan Act (ARPA) funds (GL #104-5-9329-660 and #412-5-9329-660). Phase I construction costs of $675,000 will still leave a sizeable balance of funds to support the fence project and future phases.

OPTIONS:

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

1. Do not award the contract to Zuma Construction Group, Inc.

If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening, and bring another contract before Council for consideration.

ATTACHMENTS:

EXHIBIT A: PD Remodel Bid Sheet.pdf
EXHIBIT B: Zuma Construction PW Contract.pdf

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

EXHIBIT A

POLICE STATION REMODEL PHASE I

CERTIFIED BID SHEET

DocuSign Envelope ID: 8328B9A9-FDEA-49D0-969D-947AF45C7DBF

CITY OF SANTA PAULA

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

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

PROJECT No.: RFB
Bid Date: Friday, January 19, 2024

Time of Opening: 3:00 PM

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
GOJRM CONSTRUCTION, INC.	863,762.63		
RAMSA CONSTRUCTION, INC	678,150.00		
ZUMA CONSTRUCTION	675,000.00		
SBS CORPORATION	722,352.06		

January 19, 2024
Date

Gregory Barnes, Parks & Recreation Director Parks & Recreation Department

January 19, 2024
Date

Julie Latshaw, CMC
City Clerk

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

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EXHIBIT B

ZUMA CONSTRUCTION CONTRACT FOR POLICE REMODEL PHASE I

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ZUMA CONSTRUCTION GROUP INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3649 Birdsong Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Thousand Oaks, CA 91360

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	0	6	8	2	9	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** MAHYAR RAJI **Date ▶** 10/12/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of SANTA PAULA, CA
BUSINESS LICENSE

ZUMA CONSTRUCTION GROUP INC.
3649 BIRDSONG AVE.

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.

ZUMA CONSTRUCTION GROUP INC.
3649 BIRDSANG AVE.
THOUSAND OAKS CA 91360

EXPIRATION DATE	
12/31/2024	
DATE PAID	**LICENSE NUMBER**
4/10/2024	07292
LICENSE FOR	
SALES/PROFESSIONS/SERVICES	
LICENSE FEE: $	179.00
GROUP NUMBER	**CLASS**
110	2

ISSUANCE DOES NOT INDICATE COMPLIANCE WITH FIRE, BUILDING, ZONING OR STATE LICENSE REQUIREMENTS.

Dear Client,

Please find your current year's license attached. Please note the following important information in regards to your license.

IMPORTANT
This Business License Receipt constitutes an acknowledgement for the payment of a business tax required by the Santa Paula City Code, to engage in, carry on or conduct, in this City, the business, trade, calling, profession, exhibitions, or avocation described hereon. THE HOLDER MUST COMPLY WITH ALL STATUTES AND ORDINANCES.

TRANSFER OF BUSINESS LICENSE TAX RECEIPT
Except in special cases this Business License Tax Receipt may be transferred to a new owner. Please contact the Business License Tax Department for further information and instructions.

CHANGE OF ADDRESS
A change of business address should be reported immediately to the Business License Tax Department.

Thank you,

Business Tax License Department
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
(805) 933-4211



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1071624** Entity CORP

Business Name ZUMA CONSTRUCTION GROUP INC

Classification(s) B C51

Expiration Date 01/31/2026 www.cslb.ca.gov

CSLB

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ZUMA CONSTRUCTION GROUP INC

License Number 1071624

to engage in the business or act in the capacity of a contractor in the following classifications:

B - GENERAL BUILDING
C51 - STEEL, STRUCTURAL

Witness my hand and seal this day,

November 14, 2022

Issued December 4, 2020

Reissued January 26, 2022

Mary T. Teichert, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 03/15)

AUDIT NO: 748102

Liberty Mutual.

Liberty Mutual Surety

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

February 8, 2024

Re: Zuma Construction Group, Inc.
City of Santa Paula-Police Station Remodel Project

To Whom It May Concern,

Zuma Construction Group, Inc. is a valued surety client of The Ohio Casualty Insurance Company since 2022 and has asked us to write to you regarding their bond capacity. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as $1,000,000.00 within an aggregate program of $1,500,000.00. The pending award for this stated project will be valid for a period of 6 months from the date of bid Subject to our standard underwriting at the time of request.

Our investigation of Zuma Construction Group, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to Zuma Construction Group, Inc.

The Ohio Casualty Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Zuma Construction Group, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,
THE OHIO CASUALTY INSURANCE COMPANY

Frank Morones
Attorney-in-Fact

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2024

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

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

PRODUCER Hoda Hasheminejad Agency Inc 18345 ventura blvd #316 Tarzana CA 91356	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (818)964-0333 **FAX (A/C, No):** **E-MAIL ADDRESS:** hoda@hodainsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** State National Insurance Company, Inc. 12831
INSURED Zuma Construction Group Inc 3649 Birdsong Ave Thousand Oaks, CA 91360	**INSURER B :** Clear spring Insurance company **INSURER C :** National General Insurance **INSURER D :** Mt. Hawley Insurance Company **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 198971121 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NXT9VKJLLW-00-GL	10/12/2023	10/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2016689762	10/31/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM	$ 1,000,000 $ $ $ $ 100,000
D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			GXS0013389	08/10/2023	08/10/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWC01223800	10/12/2023	10/12/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Errors and Omissions			NXT9VKJLLW-00-GL	10/12/2023	10/12/2024	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

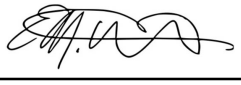
The City of Santa Paula
and Robert William Company, LLC

970 E Ventura St, Santa Paula, CA 93060
RWC, P.O.Box 1025, Santa Paula CA 93061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

This bond was issued in four (4) original counterparts

Bond No. 024274852
Premium: $16,875.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to Zuma Construction Group, Inc., (hereinafter referred to as the "Contractor") an agreement for Police Station Remodel Phase I (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 February 21st, 2024, (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, Zuma Construction Group, Inc., the undersigned Contractor and The Ohio Casualty Insurance Company 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 Six Hundred Seventy-Five Thousand and 00/100 DOLLARS, ($675,000.00), 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 14th day of March, 2024).

(Corporate Seal)

Zuma Construction Group, Inc.
Contractor/ Principal

By Mahyar Rajo

Title CEO

(Corporate Seal)

The Ohio Casualty Insurance Company
Surety

By _____
Frank Morones, 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 Attorney-in-Fact

The rate of premium on this bond is $25.00 per thousand. The total amount of premium charges, $16,875.00.

(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)	The Ohio Casualty Insurance Company 790 The City Drive South, Suite 200 Orange, CA 92868
(Name and Address of Agent or Representative for service of process in California, if different from above)	Commercial Surety Bond Agency 1411 N. Batavia St., Suite 201 Orange, CA 92867
(Telephone number of Surety and Agent or Representative for service of process in California)	Surety: (714) 937-1400 Agent: (714) 516-1232

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 Orange
On March 14th, 2024, before me, Melissa Ann Vaccaro, Notary Public, personally

appeared Frank Morones, 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.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature of Notary Public

WITNESS my hand and official seal.

Melissa Ann Vaccaro

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

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

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

The Ohio Casualty Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond
Title or Type of Document

Four (4)
Number of Pages

March 14th, 2024
Date of Document

Signer(s) Other Than Named Above

Bond No. 024274852

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209029-969561**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Buckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Ventura }

On 3-18-2024 before me, Ami Bains, Notary Public,
(Here insert name and title of the officer)

personally appeared Mahyar Raji,
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.

Ami Bains
Notary Public Signature

(Notary Public Seal)

AMI BAINS
Notary Public - California
Ventura County
Commission # 2442557
My Comm. Expires Mar 28, 2027

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

This bond was issued in four (4) original counterparts

Bond No. 024274852

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 Zuma Construction Group, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Police Station Remodel Phase I (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 February 21st, 2024 ("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 The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Seventy-Five Thousand and 00/100 Dollars ($675,000.00) 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 14th day of March, 2024.

(Corporate Seal) Zuma Construction Group, Inc.

Contractor/ Principal

By Mahyar Raji

Title CEO

The Ohio Casualty Insurance Company

(Corporate Seal)

Surety

By

Attorney-in-Fact, Frank Morones

Title Attorney-in-Fact

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 Orange
On March 14th, 2024, before me, Melissa Ann Vaccaro, Notary Public, personally

appeared Frank Morones, 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.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature of Notary Public

WITNESS my hand and official seal.

Melissa Ann Vaccaro

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

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

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

The Ohio Casualty Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond
Title or Type of Document

Three (3)
Number of Pages

March 14th, 2024
Date of Document

Signer(s) Other Than Named Above

Bond No. 024274852

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209029-969561**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Ventura }

On 3-18-2024 before me, Ami Bains, Notary Public,
(Here insert name and title of the officer)

personally appeared Mahyar Raji,
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.

Ami Bains
Notary Public Signature

(Notary Public Seal)

AMI BAINS
Notary Public - California
Ventura County
Commission # 2442557
My Comm. Expires Mar 28, 2027

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT B

QUALITY FENCE COMPANY, INC.

CONTRACT

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

File No. 1007-2024

CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

SECURITY FENCE FOR SANTA PAULA POLICE STATION

1. PARTIES AND DATE.

This Contract is made and entered into this 21ST day of February 2024, 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 Quality Fence Company, Inc., a corporation with its principal place of business at 14929 Garfield Ave, Paramount, Ca, 90732 ("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 Facility Improvements, Upgrades, and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: State of California Contractor Class B license.

2.3 Project. City desires to engage Contractor to render such services for the Police Station Security Fence ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Liability Insurance, Workman's Comp., and Auto Insurance in the amount of $1,500,000.00 within an aggregate program of $5,000,000.00. A letter is supplied for the Performance and Labor and Materials Bond in the amount of $1,500,000.00 within an aggregate program of $5,000,000.00 and will be required to be in place after awarding of the contract. See Exhibit "C".

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 THIRTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE Dollars ($239,721.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

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

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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:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- General Liability and Auto Insurance (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Payment and Performance Bonds (Exhibit "E")
- Instructions to Bidders, if any
- Contractor's Bid

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

3.3 Contractor's Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as

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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

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manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

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

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

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

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 82 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 ($500.00) 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.

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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

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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

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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

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

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

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

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

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

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

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the

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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

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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

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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

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(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

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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.

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

3.12.10 Government Code Claim Procedures.

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

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

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

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

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

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

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

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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

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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

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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.

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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

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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.

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

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

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the 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

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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:

QUALITY FENCE CO. INC.
14929 GARFIELD AVENUE
PARAMOUNT, CA 90723
ATTN: MR. WILLIAM CAVANAUGH, PRESIDENT

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,

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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

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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.

[Signatures on Next Page]

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SIGNATURE PAGE FOR CONSTRUCTION CONTRACT BETWEEN THE CITY OF SANTA PAULA AND QUALITY FENCE COMPANY, INC.

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

CITY OF SANTA PAULA

APPROVED:

DocuSigned by:
By: Dan Singer
F1BE673ATE0240E...
Dan Singer, City Manager

ATTESTED:

DocuSigned by:
By: Julie Latshaw
D328A67F5B60448...
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Monica Castillo
DB470781D9DC4EC...
Monica Castillo, City Attorney

QUALITY FENCE COMPANY, INC.

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

By: W C

Its: President

Printed Name: William Cavanaugh

By: Frank Tobias

Its: Sec. / Treas.

Printed Name: Frank Tobias

382736 ; B, C13, C23
Contractor's License Number and Classification

1000003376
DIR Registration Number

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

EXHIBIT "A"

SCOPE OF WORK

DEMOLITION, AND NEW CONSTRUCTION OF THE CITY OF SANTA PAULA POLICE STATION PERIMETER FENCE
CITY OF SANTA PAULA POLICE STATION PERIMETER FENCE PROJECT
PROJECT LOCATION:
214 SOUTH 1OTH STREET, SANTA PAULA, CA 93060

The purpose of this scope of work is to obtain bids for the new construction of the City of Santa Paula Police Station perimeter security fence. Below are the line items that need cost estimates:

1. **Fencing** - refer to Exhibit #4 for all specifications:
   - **1.01** Install 8' height metal security fencing. ¾" sq. metal tube vertical bars at 4" o. c. with min. 2 coats ea. primed and painted black finish (588 lin. ft.).
   - **1.02** Install 4" sq. metal tube end posts with caps at all gates and corner locations. All posts to be primed and painted with min. 2 coats black finish. All posts to have concrete footings (36 no.).
   - **1.03** Install 3" sq. metal tube center posts with caps at all intermediate locations. All posts to be primed and painted with min. 2 coats black finish. All posts to have concrete footings (43 no.).
   - **1.04** Install 16' width sliding gates with ¾" sq. metal tube vertical bars at 4" o. c., painted, and primed with min. 2 coats black finish to match fencing (total 4 no. – 2 no. at South Mill and 2 no. at South 10th Street).
   - **1.05** Install 10' width swing gate with lock by 8' height with ¾" sq. metal tube vertical bars at 4" o.c., painted, and primed with min. 2 coats black finish to match fencing (1 no. – on South Mill for temporary generator storage).
   - **1.06** Install 3' wide by 8' height man gates with ¾" sq. metal tube vertical bars at 4" o. c., painted, and primed with min. 2 coats black finish to match fencing (total 5 no. – 1 on South Mill, 2 on South 10th and 2 on East Ventura Street).
   - **1.07** Install concrete footings 15" x 15" x 30" at each post (4,444 cu ft.).

2. Electrical – to be provided by others under separate RFB and coordinated with Electrical Contractor.
3. Security Systems – exact security system to be installed by others and coordination with Security System provider required.

Note: Landscape N.I.C.

Additional Info:

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Project will be Prevailing Wage
Prior to contract commencement, contractor must provide a roster of staffing for the contractor, subcontractor and all vendors that will be on site. Background checks will be required for all contractors, subcontractors and all vendors on the job site. SPPD to conduct the CLETS criminal background checks.

SPPD to provide visitor tags to all contractors, subcontractors and vendors shall be worn at all times. In the event the contractor, contractor staff, subcontractors or vendor is determined ineligible for working at this site, alternative staffing will be required.

Property Owner:
City of Santa Paula

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

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

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EXHIBIT "B"

PLANS AND SPECIFICATIONS

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. PROVIDE ALL TEMPORARY BRACING, SHORING AND GUYING TO AVOID EXCESSIVE STRESSES ON STRUCTURAL ELEMENTS, AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION.
9. 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.
10. 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.
11. 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.
12. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE BEFORE PROCEEDING WITH WORK.
13. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT CONTRACTOR SHALL SEAL AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS
14. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA
15. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
16. 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 (EK)
17. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IN PART TO ERRORS IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
18. 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

FIRE DEPARTMENT NOTES

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CRC CHAPTER 7A FRP 22
2. ADDRESS
   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD.
   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.
   BRASS OR GOLD NUMBERS SHALL NOT BE POSTED. (ADDRESS NUMBERS ON CURB ARE NOT ACCEPTABLE)
   (d) PERMANENT ADDRESS NUMBERS SHALL BE PROVIDED ON THE MAILBOX OR ON A PERMANENT SIGN OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT.
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT. ORD 3522, SECTION (EL)

SOILS NOTES

1. SOIL COMPACTION REPORT SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT THE JOB SITE PRIOR TO PLACEMENT OF CONCRETE FOR THE DRIVEWAY APRONS
2. SOIL ENGINEER SHALL INSPECT DRIVEWAY APRONS PRIOR TO PLACEMENT OF CONCRETE FOR THE DRIVEWAY APRONS. EVIDENCE OF SUCH INSPECTION SHALL BE PROVIDED TO THE BUILDING INSPECTOR AT FOUNDATION INSPECTION

SHEET INDEX

#	SHEET	DESCRIPTION	SCALE
		ARCHITECTURAL	
1	A0.0	TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES	N.A.
2	A1.0	EXISTING OVERALL SITE PLAN	1"=20'
3	A1.1	EXISTING ENLARGED SITE /DEMOLITION PLANS	1"=10'
4	A1.2	PROPOSED OVERALL SITE PLAN	1"=20'
5	A1.3	PROPOSED ENLARGED SITE PLANS	1"=10'
6	A2.0	PROPOSED FENCE ELEVATION & DETAILS	AS NOTED
7	A3.0	PROPOSED ELECTRICAL SITE PLAN & NOTES	AS NOTED

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2

SEISMIC DESIGN CATEGORY	BASIC WIND SPEED (MPH)	DECAY OF SHINGLES (WEATHERING)	CLIMATE ZONE	FLOOD ZONE DESIGNATION	FROST LINE DEPTH
D	110 mph	N/A	2	X	N/A

CODE COMPLIANCE

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

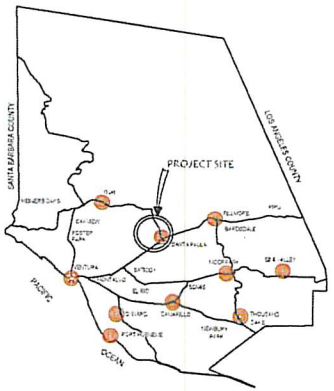
PROJECT DATA

PROPERTY OWNER	CITY OF SANTA PAULA POLICE DEPARTMENT
OWNER ADDRESS	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
PROJECT ADDRESS	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
APN	105-0-242-195
LOT SIZE	+/- ACRES (20,475.2 SQ. FT.)
ZONING	IN (INSTITUTIONAL/CIVIC) ADJACENT NEIGHBOR C-G (GEN. COM.)
FLOOD ZONE	X
GOVERNING AGENCY SETBACKS	10' FRONT YARD/STREET 5' SIDE YARDS 5' REAR YARD 45' HEIGHT
BUILDING HEIGHT	24' (MAX. ALLOWABLE 45')
HIGH FIRE SEVERITY ZONE	URBANIZED/DEVELOPED AREAS OUTSIDE OF HAZARD ZONES

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

SCOPE OF WORK

DEMOLITION OF EXISTING CHAIN LINK FENCE ALONG SOUTHERN PROPERTY LINE AND REPLACEMENT WITH A CONTINUOUS 8' HEIGHT SECURITY FENCE WITH 4 NO. ENTRY/EXIT VEHICULAR SLIDING GATES AND 5 NO. MAN GATES. NEW CURB, GUTTER, AND DRIVEWAY APRONS AT S. MILL STREET. 2 NO. KIOSKS W/PROTECTIVE BOLLARDS. ALL GATES TO BE ELECTRONICALLY CONTROLLED.



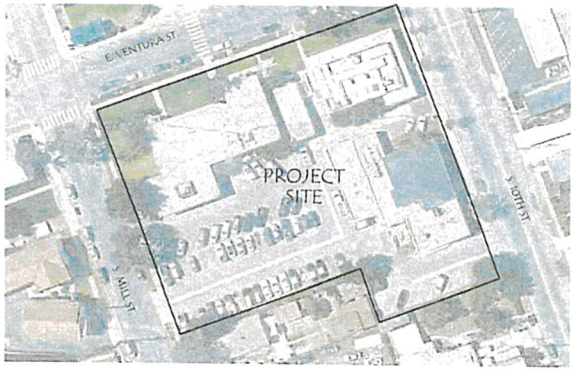
VENTURA COUNTY MAP

NORTH
SCALE: NTS



VICINITY MAP

NORTH
SCALE: NTS



AERIAL MAP

NORTH
SCALE: NTS

CONSULTANTS

DESIGN

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

STRUCTURAL ENGINEER

Randy Toedter S.E.
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
randy@rwc-llc.com

TITLE SHEET

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE (805) 525-6405 FAX (805) 933-8040

RWC

CONSULTANT:

PROJECT:
SANTA PAULA
POLICE STATION
SECURITY FENCE

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

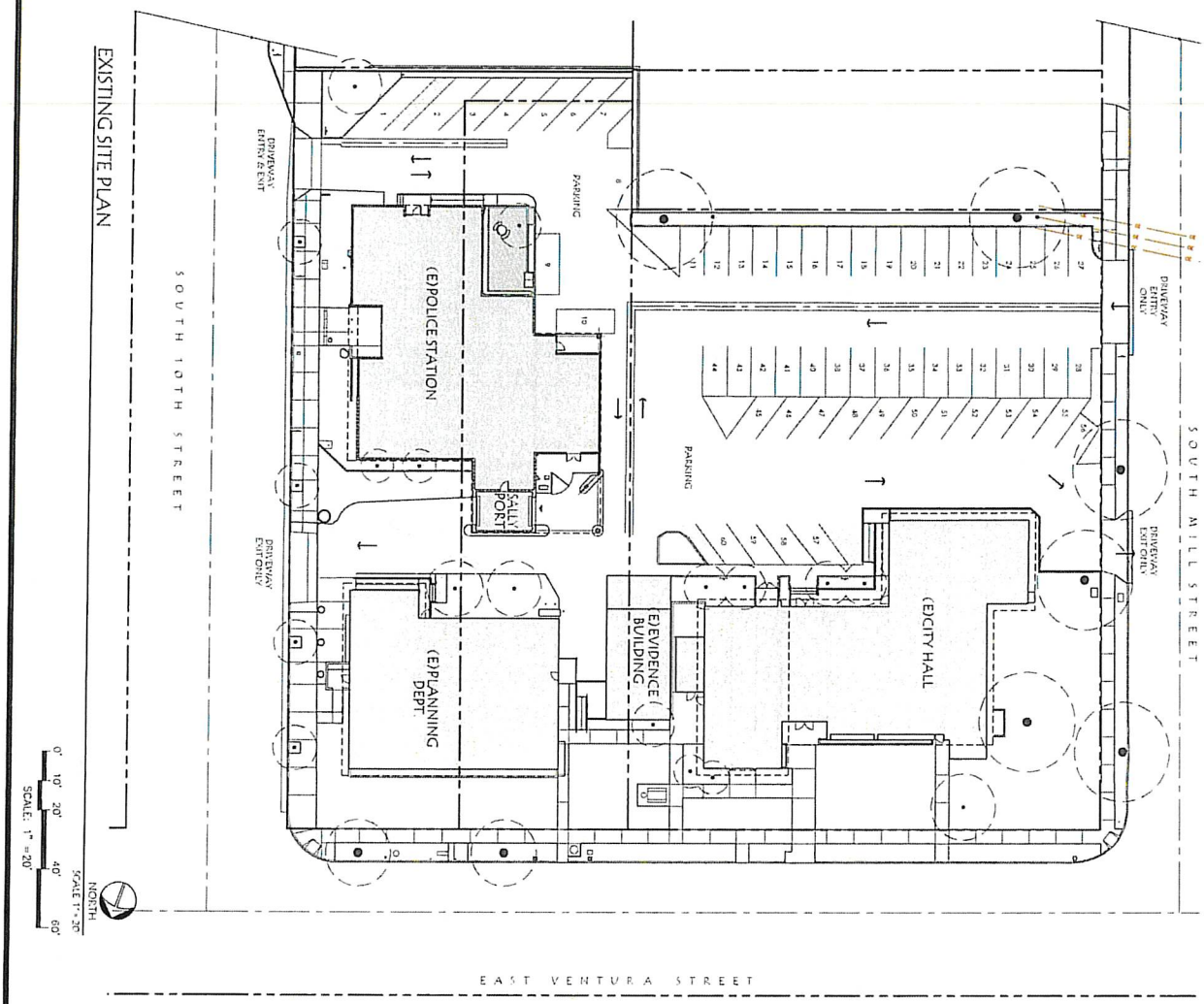
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Job #: 10504.014
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EXISTING SITE PLAN



EXISTING OVERALL SITE PLAN

LEGEND:

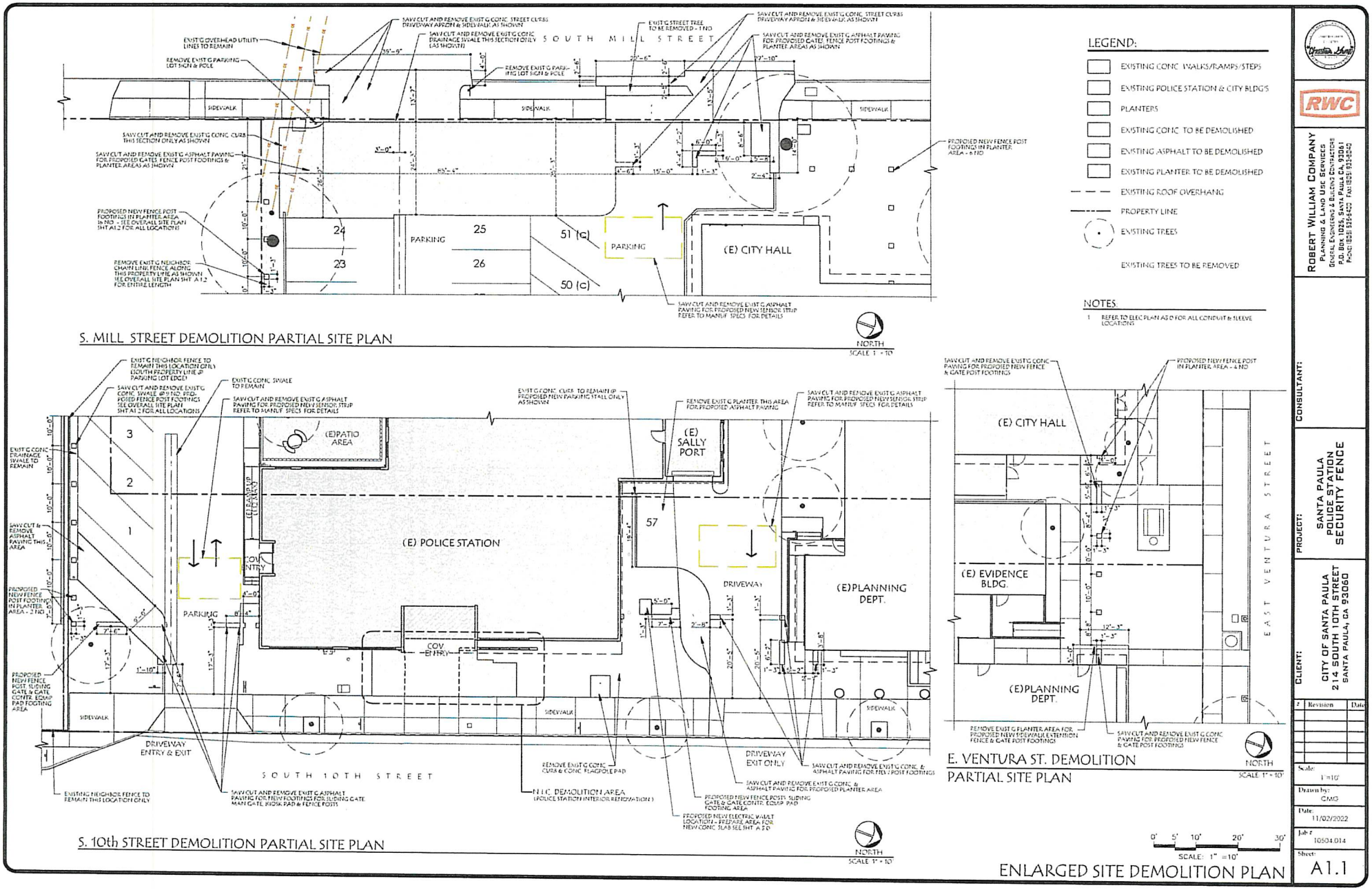
- EXISTING CITY BUILDINGS
- EXISTING PLANTERS
- EXISTING CONCRETE PAVING
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES

Sheet: A1.0	Job #: 1505.014	Date: 11/07/2022	Drawn by: CAIG	Scale: 1"=20'	# Revision Date	CLIENT: CITY OF SANTA PAULA, 214 SOUTH 10TH STREET, SANTA PAULA, CA 93060

PROJECT: SANTA PAULA POLICE STATION SECURITY FENCE

CONSULTANT:

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



ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE: (805) 525-6420 FAX: (805) 525-6425

CONSULTANT:

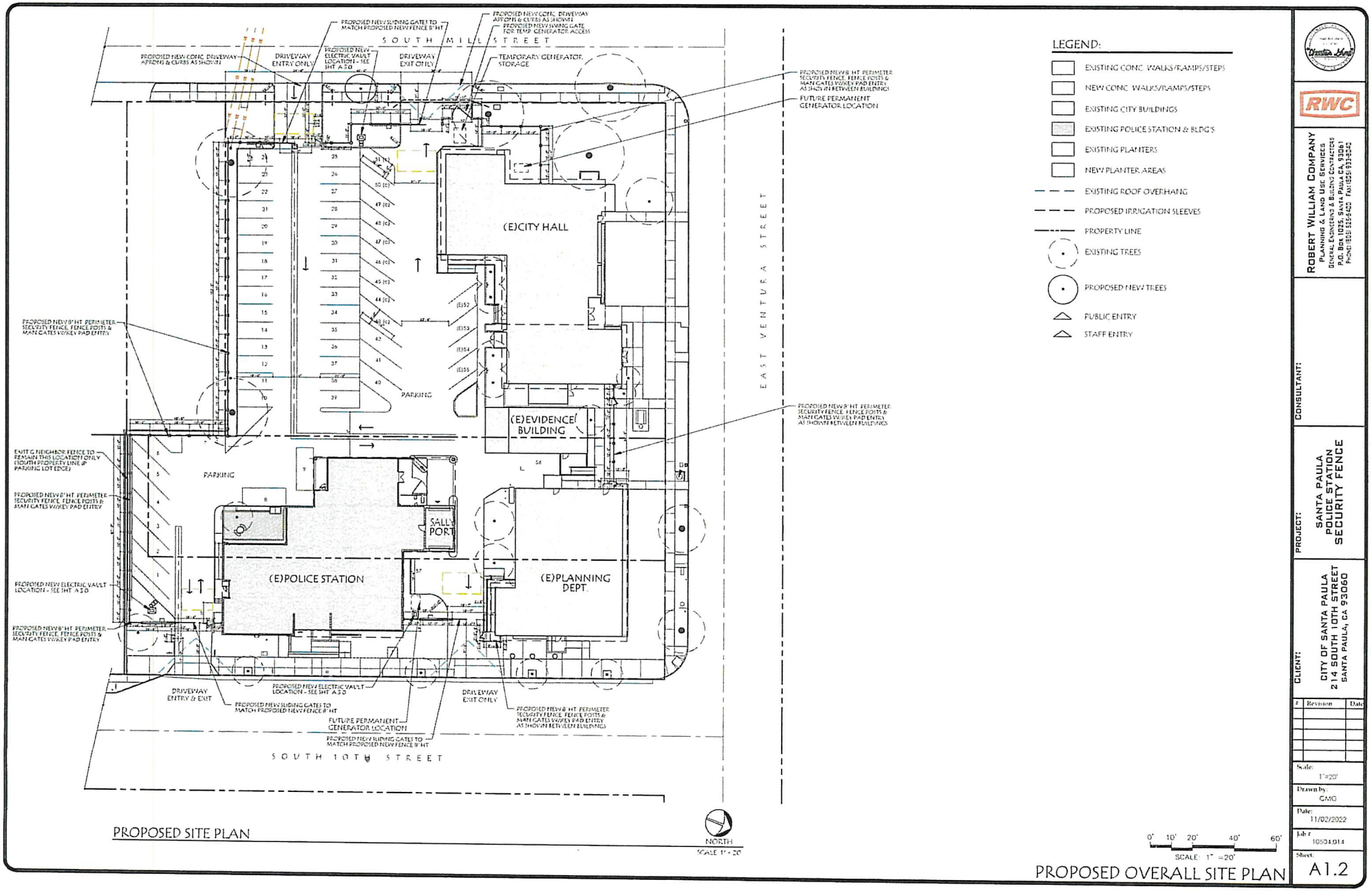
PROJECT:
SANTA PAULA
POLICE STATION
SECURITY FENCE

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

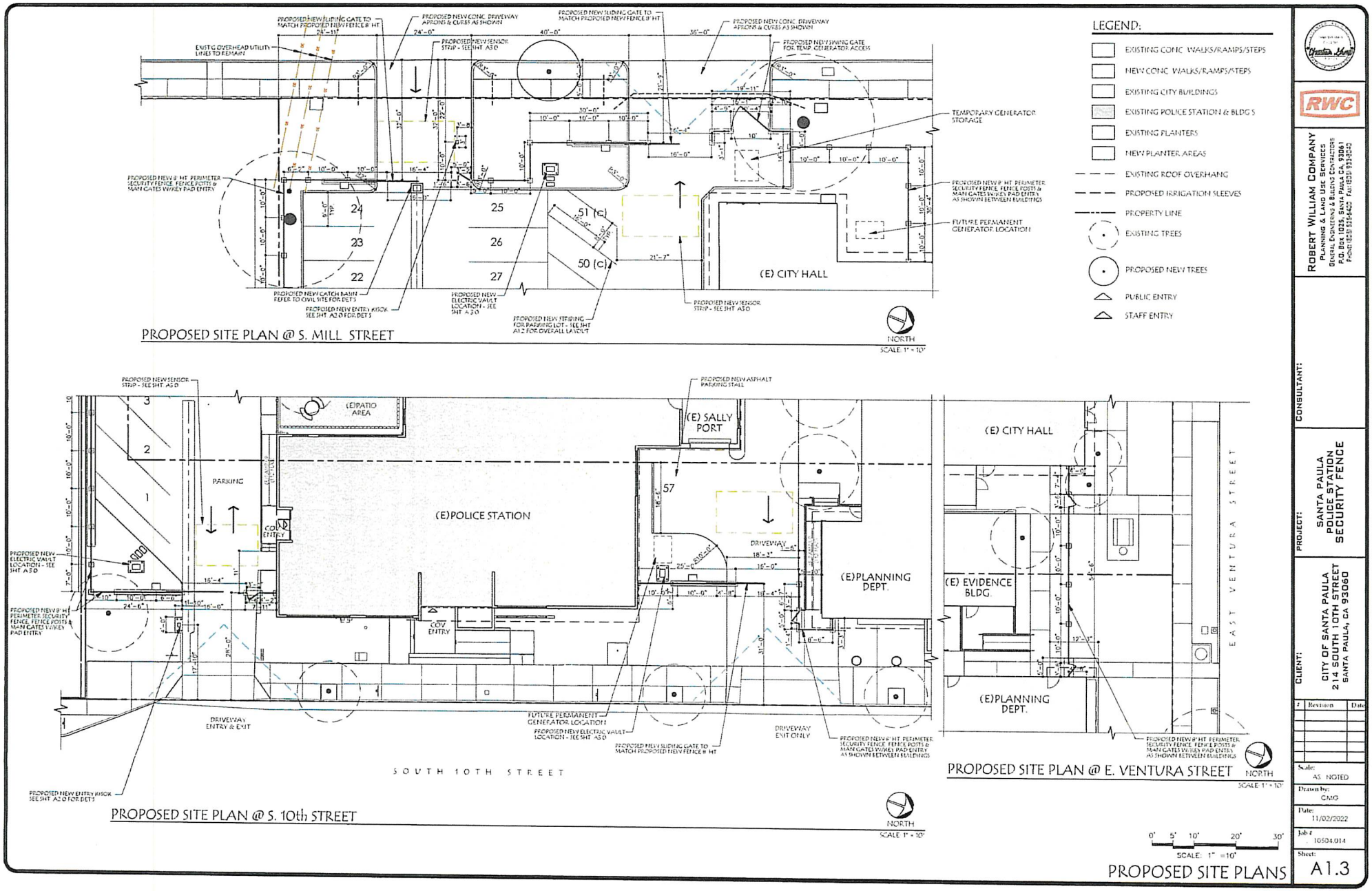
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ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. Box 1025, SANTA PAULA CA, 93061
PHONE (805) 525-5402 FAX (805) 933-8502

CONSULTANT:

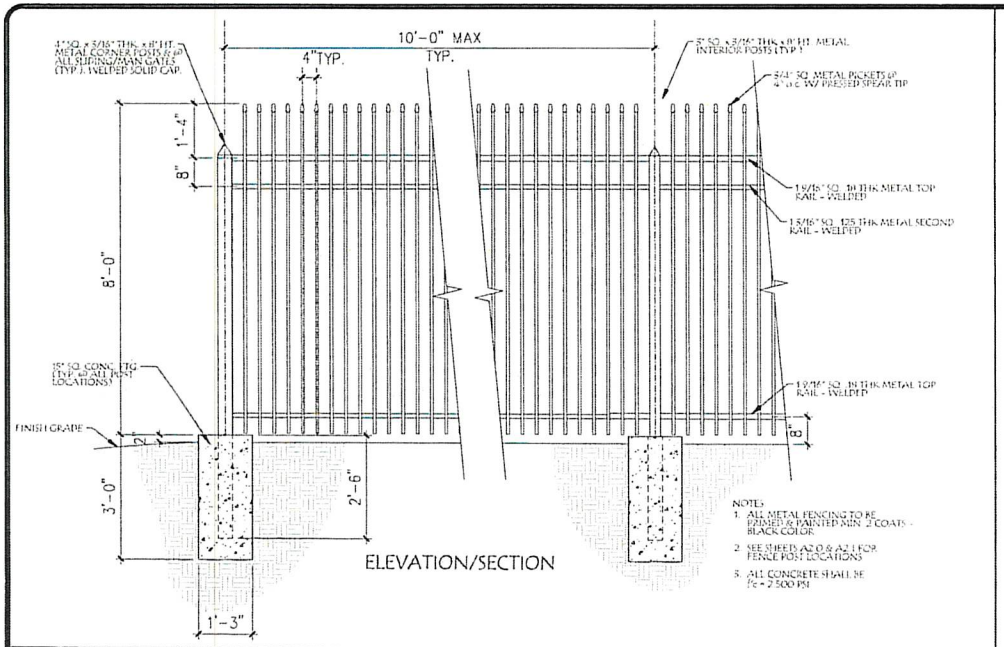
PROJECT:
SANTA PAULA
POLICE STATION
SECURITY FENCE

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

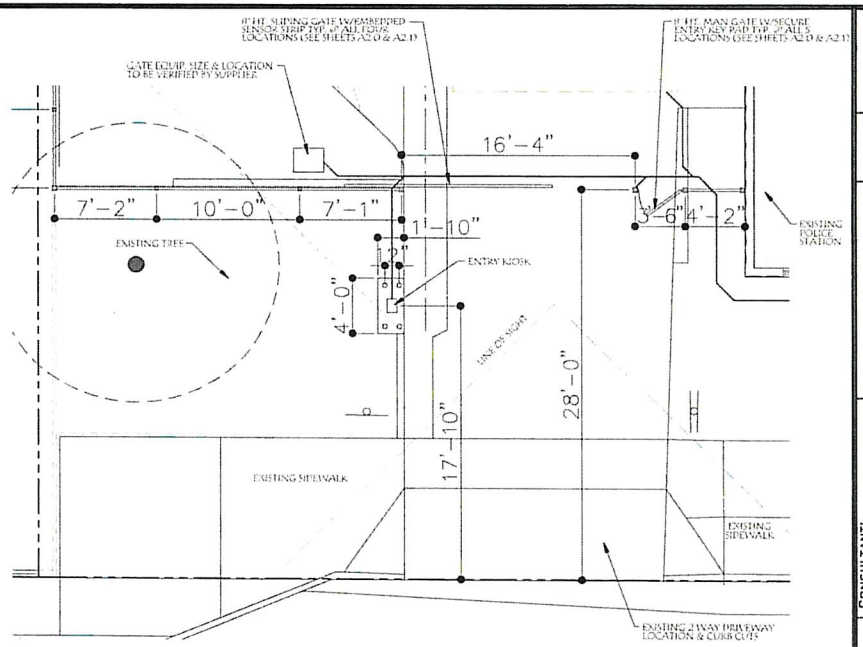
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Job #: 10504.014
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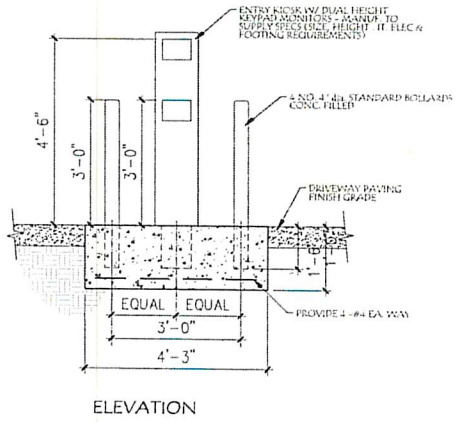
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1 STANDARD FENCE DETAIL SCALE: 3/4" = 1'-0"



3 SLIDING GATE PLAN SCALE: 1/4 = 1'-0"



2 ENTRY KIOSK DETAIL SCALE: 3/4" = 1'-0"

ELEVATION & DETAILS

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
CIVIL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA, CA. 93061
PHONE (805) 525-6402 FAX (805) 933-8540

CONSULTANT:

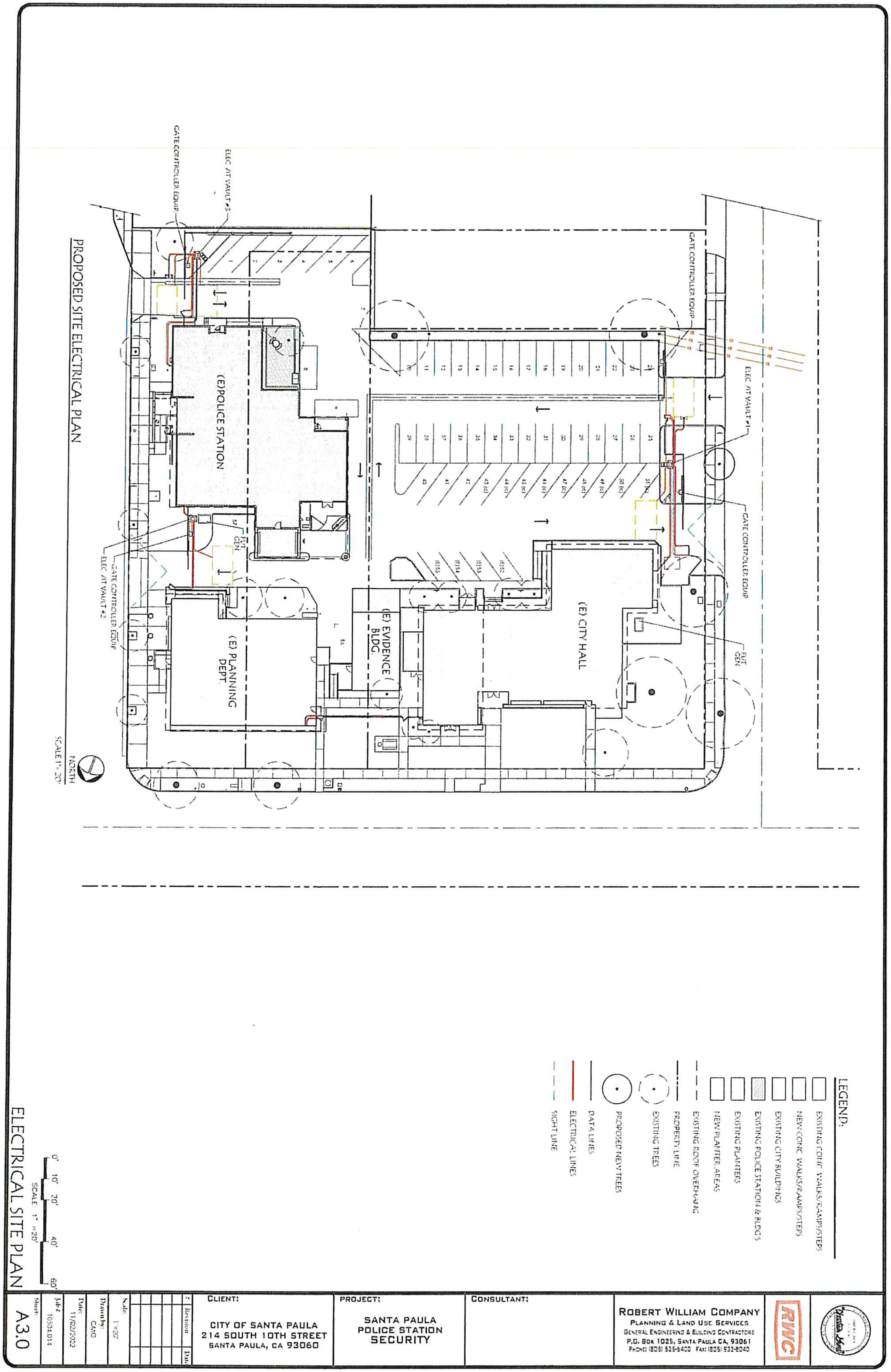
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SANTA PAULA
POLICE STATION
SECURITY FENCE

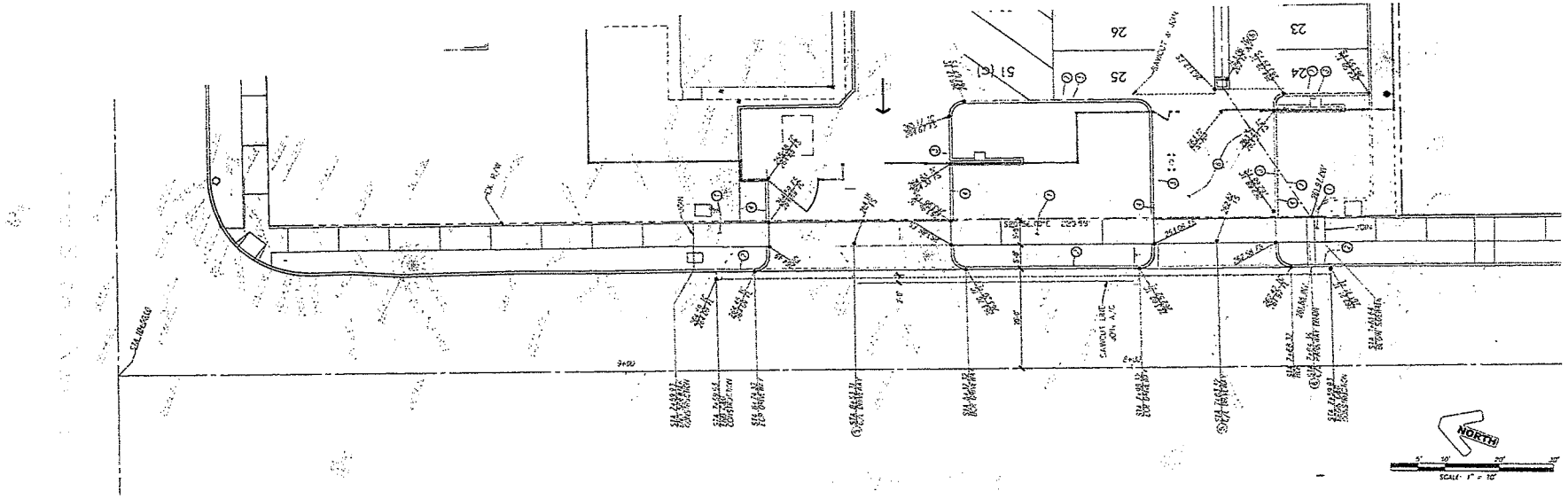
CLIENT:
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214 SOUTH 10TH STREET
SANTA PAULA, CA 93060

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Job #: 10504.014
Sheet: A2.0

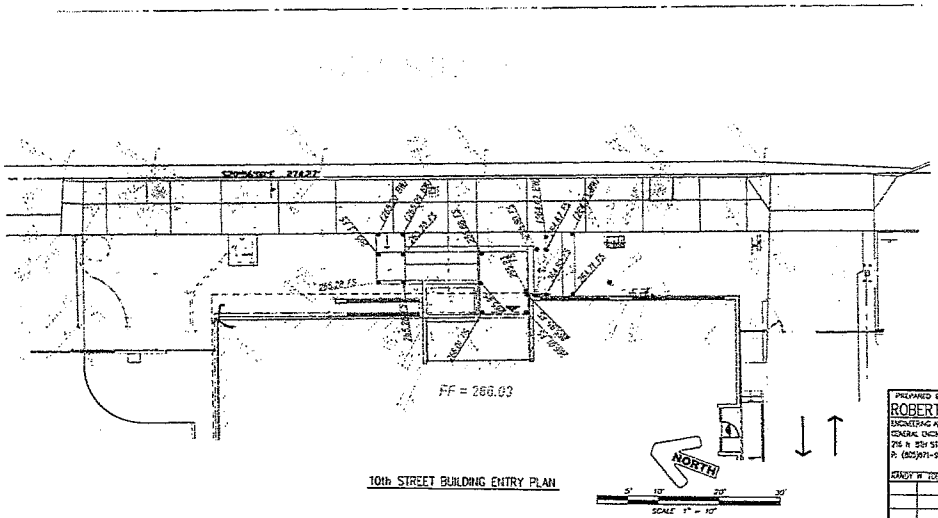
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PROPOSED SITE ELECTRICAL PLAN
(E)POLICE STATION
(E) PLANNING DEPT.
(E) EVIDENCE BLDG.
(E) CITY HALL
GATE CONTROLLER EQUIP
ELEC /IT VAULT #3
ELEC /IT VAULT #1
ELEC /IT VAULT #2
FUT GEN
NORTH
SCALE 1"= 20'
LEGEND:
EXISTING CONC WALKS/RAMPS/STEPS
NEW CONC WALKS/RAMPS/STEPS
EXISTING CITY BUILDINGS
EXISTING POLICE STATION & BLDGS
EXISTING PLANTERS
NEW PLANTER AREAS
EXISTING ROOF OVERHANG
PROPERTY LINE
EXISTING TREES
PROPOSED NEW TREES
DATA LINES
ELECTRICAL LINES
SIGHT LINE
0' 10' 20' 40' 60'
SCALE: 1" = 20'
ELECTRICAL SITE PLAN
CLIENT:
CITY OF SANTA PAULA
214 SOUTH 10TH STREET
SANTA PAULA, CA 93060
PROJECT:
SANTA PAULA
POLICE STATION
SECURITY
CONSULTANT:
ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTORS
P.O. BOX 1025, SANTA PAULA CA, 93061
PHONE: (805) 525-6400 FAX: (805) 933-8040
RWC
Scale 1"=20'
Drawn by: CMG
Date: 11/02/2022
Job # 10501014
Sheet: A3.0
Revision
Date



CONSTRUCTION NOTES:

1. INSTALL CONCRETE SIDEWALK PER CITY OF SANTA PAULA STANDARD PLANS, 403, 406 & 409
2. INSTALL CONCRETE CURB, A2-(6) PER CITY OF SANTA PAULA STANDARD PLANS 402 & 406
3. INSTALL CONCRETE CURB, A1-(6) PER CITY OF SANTA PAULA STANDARD PLANS 405 & 406
4. TAPER CONCRETE CURB FROM 6" TO 0" HEIGHT OVER 4'
5. INSTALL CONCRETE DRIVEWAY APRON PER CITY OF SANTA PAULA STANDARD PLANS 401 & 402
6. INSTALL 6" CONCRETE PAVING OVER 6" CMB OVER 12" REMOVAL & RECOMPACTION PROVIDE #4 @ 12" O.C. REINFORCING E.W. BAR IN CONCRETE PAVING
7. INSTALL 4" A/C PAVING OVER 6" CMB



10th STREET BUILDING ENTRY PLAN

PREPARED BY:
ROBERT WILLIAM COMPANY
ENGINEERING AND LAND PLANNING DIVISION
GENERAL ENGINEERING & BUILDING CONTRACTORS
216 N. 8TH ST., SANTA PAULA, CA 93060
P: (805)971-5511

W.O. 10004.014

RANDY W. ROBERT R.C.E. 37316 DATE

REV.	SYM.	DESCRIPTION	R.C.E.	DATE	TYPE	O.J.	DATE

REGISTERED PROFESSIONAL ENGINEER
No. 37316
Exp. 9-30-13
RANDY W. ROBERT
STATE OF CALIFORNIA

CITY OF SANTA PAULA
CALIFORNIA

ENGINEERING AND LAND PLANNING DIVISION
CITY OF SANTA PAULA
214 S. 10TH STREET
STREET PLAN

REVIEWED AND RELEASED	REVIEWED AND RELEASED
PUBLIC WORKS DIRECTOR / DATE	PROJECT ENGINEER / DATE
DESIGNED BY / DRAWN BY / CHECKED BY	DRAWING NUMBER
SWN / DATE / DATE	SHEET C1 . 1

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EXHIBIT "C"

GENERAL LIABILITY AND AUTO INSURANCE

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "E" 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.

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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.

Quality Fence Company, Inc.

By: _____
Signature

William Cavanaugh
Name (Print)

President
Title (Print)

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QUALFEN-02 MKAISER3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2023

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

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

PRODUCER License # 0C36861
Inland Empire-Alliant Insurance Services, Inc.
685 E. Carnegie Dr Ste 265
San Bernardino, CA 92408

CONTACT NAME:
PHONE (A/C, No, Ext): (909) 886-9861 FAX (A/C, No): (909) 886-2013
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mt. Hawley Insurance Company	37974
INSURER B : Progressive Casualty Insurance Company	24260
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Quality Fence Company Inc
14929 Garfield Avenue
Paramount, CA 90723

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MGL0197978	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: $5,000,000 Per Project Cap						EBL AGG	$ 1,000,000
B	AUTOMOBILE LIABILITY			973829844	10/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			MXL0438887	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 8,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED [X] RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WSD 5067620 01	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
Proof of Insurance

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

AUTHORIZED REPRESENTATIVE

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Form 2367 (06/10) M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

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Policy Number: MGL0197978

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name of Person(s) or Organization(s):
All persons or organizations where required by a written contract executed prior to the commencement of your work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Policy Number: MGL0197978 Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All Projects
All Designated Construction Project General Aggregate Capped At: $5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. If there is more than one designated construction project, the Designated Construction Project General Aggregate is subject to an All Designated Construction Project General Aggregate Cap, listed in the Schedule above, which is the most we will pay, regardless of the number of designated "projects."

2. Subject to the All Designated Construction Project General Aggregate Cap, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project and shall also reduce the All Designated Construction Project General Aggregate Cap. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the All Designated Construction Project General Aggregate Cap.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit or the All Designated Construction Project General Aggregate Cap.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, the Designated Construction Project General Aggregate Limit, nor the All Designated Construction Project General Aggregate Cap.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: MGL0197978 Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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Insured

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Policy Number: MGL0197978 Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by a written contract executed prior to the commencement of your work.	All "Commercial Construction Projects". For the purpose of this Endorsement, "Commercial Construction Projects" are defined as buildings or structures constructed for commercial use and also include apartments, hotels, homes for the aged, dormitories or barracks. However, "Commercial Construction Projects" shall not include any building or structure which, in whole or in part,contains individual owner occupied units or dwellings.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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Insured

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Policy Number: MGL0197978

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
All persons or organizations where required by a written contract executed prior to the commencement of your work.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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Insured

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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EXHIBIT "D"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: Quality Fence Co., Inc.

DIR Registration Number: 1000003376

DIR Registration Expiration: 6/30/2025

Small Project Exemption: _____ Yes or X No

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

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

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

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

Name of Contractor: Quality Fence Co., Inc.

Signature: _____

Name and Title: William Cavanaugh

Dated: 2/13/2024

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

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EXHIBIT "E"

PAYMENT AND PERFORMANCE BONDS

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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:

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(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_____

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(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.

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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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

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

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

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

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

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

Notary Acknowledgment

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

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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"EXHIBIT #2"
BID SCHEDULE

CONSTRUCTION OF NEW PERIMETER SECURITY FENCE FOR THE CITY OF SANTA PAULA POLICE STATION
City of Santa Paula Police Station Perimeter Fence Project

Contractor Name: Quality Fence Co., Inc. Lic. # 382736

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

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	5,000.00
2.	Fencing - SOW items 1.01-1.11	1	Each	234,721.00
3.	Electrical - coordination only			
4.	Security Systems - coordination only			

The Sum of the Total Bid = Proposed contract price: $ 239,721.00
Projected Project Budget (Professional Opinion) $192,870.00

Submitted By:

Name: William Cavanaugh

Signed By: [signature]

Date: 11/4/2024

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Quality Fence Co., Inc.

14929 Garfield Avenue, Paramount, CA 90723

Ph: 323/585-8585 Fax: 562/869-7804

Introduction

Quality Fence Co Inc has been in the fence industry since 1964. We hold a C-13 Chain Link Fence, C-23 Ornamental Iron and a B General Contractor License. We run (15) 2-man trucks that are fully equipped to handle your fencing needs. We manufacture our own iron fencing and gates, along with all our chain link gates, handrails, pipe gates, etc. We are a full -service company and can supply you with the following:

Chain Link
Iron Wood
Barb Wire
Razor Wire
Pipe Gates
Privacy Slats
Concrete Work
Electric Gates
Entry System

We have specialized in many yearly contracts for the last 30 plus years. Our experience helps us to understand the needs of your contract expectations. We will supply you with a confidential reference list of our yearly contracts so you can contact our end users and our reputation will speak for itself. We are more than just a fencing contractor.

We are a service company and would love to be a member of your team. We have developed many products over the years, including our welded wire closed mesh fence system (Double-D-Fence) and a rip rock solution that does not let people sleep in areas that might be an "unsafe" environment or a security risk to your properties.

My name is Ty Cavanaugh, and I will be heading up your contract, I have been in the fence industry since 1978. We are a team of experts who combined, have IOO's of years in experience in the fence industry. We are excited about the possibility of being selected as one of your fencing contractors and look forward to working with your team. Thank you in advance for your consideration.

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Quality Fence Co., Inc.

14929 Garfield Avenue, Paramount, CA 90723

Ph: 323/585-8585 Fax: 562/869-7804

Company History

Founded in 1964

Incorporated in 1978

Current Ownership since 1989 - Went from 6 crews to 15 crews today.

Ownership

William Cavanaugh - President
Frank Tobias - Vice President/Secretary
Toni Hoover - Treasurer

CSL No. 382736 Exp. 10/31/2025

DIR No. 1000003376 Exp. 06/30/2025

Quality Fence does NOT have any pending, settled, tried, or other litigations involved in for the past five years.

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Quality Fence Co., Inc.

14929 Garfield Avenue, Paramount, CA 90723

Ph: 323/585-8585 Fax: 562/869-7804

Work Plan and Schedule

A.)

Project manager will be Alfredo Reyes, assisting in providing proposals, attending job walk meetings, and all other needs. Natalie Reyes and Maria Medina will assist in; contract administration, labor compliance, administrating sales calls and following up with any emails. We are all a team and have great communication amongst each other to provide quality service.

B.)

Our management team will have the manpower at their disposal to schedule your work and facilitate your needs. Our response time will range from the next day to a few weeks to manufacture your materials and schedule your project. We could speed up your project on an as-needed basis. Emergency response is immediate. Once contacted by your end user we will work on scheduling according to the situation.

C.)

Shawn Cavanaugh is our Safety Compliance manager, who oversees regulating all safety measures and being OSHA Compliant. We have monthly safety meetings to ensure our employees use all safety precautions while at work and work sites. Shawn ensures to meet with all crews each week to go over current projects and to ensure each crew has all the necessary safety equipment. Shawn also inspects and makes sure trucks are equipped with safety equipment on a weekly basis.

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D.

Equipment and Materials

- Qty. 15 -1 ½ ton flatbed 2007 - 2020's trucks fully equipped forfencing
  Qty. 1- Dandy Digger Articulating Auger
  Qty. 2 - 735 Bobcat Tractor
- Qty. 15 - PortableWelder
  Qty. 3-Tow-behind Cement Mixer
- Qty. 10 - Bosh Jack Hammer
  Qty. 1 - 80' Boom Lift
  Qty. 3 - Various Size Scissor Lifts
  Qty. 1- Completely tooled welding department with grinders, pipe bender, plasma cutter, pipe cutter, band saw grinder, drill press and hand tools
- Qty. 3 - Tow-behind Equipment Trailers
  Qty. 2 - Collins Pipe Cutter
- Qty. 3 - Tow-behind Air Compressor
  Qty. 3 - Temp Fence Post Pounders
  50 Various electric hand tools, demo hammers, drills, saws, grinders
  Miscellaneous hand tools to equip 15trucks

Personnel

Name/Title	***Phone Number***
Ty Cavanaugh - Head of Sales tycavanaugh@dslextreme.com	(323)712-3793
Shawn Cavanaugh - Yard Manager/Sales/Safety Compliance Manager	(323)712-2400
shawnatquality@yahoo.com	
Toni Hoover- Controller/Payroll/Human Resources	(909)238-0950
tonih@qualityfencesocal.com	
Natalie Reyes - Labor Compliance/Contract Specialist	(909)223-5852
Natalie_qualityfence@outlook.com	
Maria Medina -Administrative Assistant	(562)964-1745
Maria.m@qualityfencesocal.com	
Alfredo Reyes -Vice President of Sales/Electric Gate/Motor Specialist	(213)210-7884
areyes@qualityfencesocal.com	

Yard Personnel/ Welders - 3

Automated Entry Technicians - 2

Crews - (15) 2-man crews with fully equipped trucks

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Contractor Information

Legal Entity Name
QUALITY FENCE COMPANY INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000003376
Registration effective date
7/1/2023
Registration expiration date
6/30/2025
Mailing Address
14929 GARFIELD AVE PARAMOUNT 90723 CA U...
Physical Address
14929 GARFIELD AVE PARAMOUNT 90723 CA U...
Email Address
Trade Name/DBA
License Number(s)
CSLB:382736
CSLB:382736

Registration History

Effective Date	Expiration Date
6/21/2018	6/30/2019
7/17/2017	6/30/2018
6/6/2016	6/30/2017
7/6/2015	6/30/2016
2/3/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2023
7/1/2023	6/30/2025

Legal Entity Information

Agent of Service Name:
William Cavanaugh
Agent of Service Mailing Address:
14929 Garfield Ave Paramount 90723 CA United States of America

Corporation Number:
Federal Employment Identification Number:
President Name:
William Cavanaugh
Vice President Name:
Treasurer Name:
Frank Tobias
Secretary Name:
Frank Tobias
CEO Name:

Workers Compensation

Do you lease employees through Professional No

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Employer Organization (PEO)?:
Please provide your current workers compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier
Policy Holder Name: Insurance Company of the West**Insurance Carrier:**
CYPRESS INSURANCE COMPANY**Policy Number:**WSD 5067620 00**Inception date:**
10/1/2022**Expiration Date:**10/1/2023

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **382736** Entity CORP

Business Name QUALITY FENCE CO INC

Classification(s) C13 C23 B

Expiration Date 10/31/2025 www.cslb.ca.gov

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

Contractors Name

Questions concerning recent construction projects completed:

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Bid # 2020-7-EAC-GC
Location: Fencing at Barton, Franklin, Juarez, Loara, Maddison and Stoddard Elem.
Owner: Anaheim Elementary School District
Owner Contact (name, current phone number, and email):
Jana Mills Jmills@orangeusd.org

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Henry Castro (714) 517-7549 ext. 4304
hcastro@aesd.org

Description of Project, Scope of Work Performed:
Fence replacement at (6) schools.

Total Value of Construction (including change orders): $1,123,779.00

Original Scheduled Completion Date: 11/11/2020

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 11/11/2020

Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address

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Contractors Name

Questions concerning recent construction projects completed:

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Controlled Access Modifications
Location: Corona Del Mar HS
Owner: Newport Mesa USD
Owner Contact (name, current phone number, and email):
Jonathan Geisler (714) 424-5063
jgeisler@nmusd

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Leonel Hernandez (714) 424-3610
ldhernandez@nmusd.us

Description of Project, Scope of Work Performed:
Modify existing iron gates.

Total Value of Construction (including change orders): $98,721.00

Original Scheduled Completion Date: 9/13/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 9/13/2023

Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

Contractors Name

Questions concerning recent construction projects completed:

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Fence and Gates
Location: Various locations in the city of Los Angeles
Owner: City of Los Angeles
Owner Contact (name, current phone number, and email):
Maria Rodriguez (213)928-9550 Ext. 9550
maria.mdriguez@lacity.org

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Larry Lopez (213) 473-8572
Larry.lopez@lacity.org

Description of Project, Scope of Work Performed:
Various projects throughout the city:
new chainlink/iron fence and gate installs.

Total Value of Construction (including change orders): $11,000,000.00

Original Scheduled Completion Date: Yearly Contract 8/1/2017 - 8/1/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 8/1/2023

Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address

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Contractors Name

Questions concerning recent construction projects completed:

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Contract No. 34696 (ITB WB17-068)
Location: Various locations throughout city.
Owner: City of Long Beach
Owner Contact (name, current phone number, and email):
Christina Sarmiento (562) 570-7062

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Oscar Alaniz (562) 570-4888
oscar.alaniz@longbeach.gov

Description of Project, Scope of Work Performed:
Installing Permanent Fencing and Performing Fence Repairs (wrought iron, chain link, blue wave ornamental)

Total Value of Construction (including change orders): $980,000.00

Original Scheduled Completion Date: Yearly Contract 7/31/2017 - 7/31/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: 7/31/2023

Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3

Contractors Name

Questions concerning recent construction projects completed:

1. **Contractor shall provide information about its six most recently completed K-14 projects and its three largest completed private projects within the last five years. Names and references must be current and verifiable.**

Project Name: Contract MA-080-17011587
Location: Various locations throughout the County of Orange
Owner: County of Orange Public Works - Flood Control
Owner Contact (name, current phone number, and email):
Kris Ruiz (714) 955-0346
Kris.ruiz@ocpw.ocpw.ocgov.com

Architect or Engineer: N/A

Architect or Engineer Contact (name, current phone number, and email):
N/A

Construction Manager or General Contractor (name, current phone number, and email):
Ceaser Segura (714) 448-2924
ceaser.segura@ocpw.ocgov.com

Description of Project, Scope of Work Performed:
Install welded wire mesh fencing and gates throughout the county.

Total Value of Construction (including change orders): $1,312,500.00

Original Scheduled Completion Date: Yearly 7/1/2021 - 7/1/2023

Time Extensions Granted (number of days): N/A

Actual Date of Completion: $1,312,500.00

Subcontractors only need to provide one of the General Contractor/Owner/Construction Manager for the project. We need at least one contact name, phone number, and email address

DocuSign Envelope ID: AFFEA930-B9E9-4189-8D5F-244FA78B82E3



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

January 3, 2024

City of Santa Paula

RE: Quality Fence Co. - Prequalification

Quality Fence Co. is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company has a Certificate of Authority from the Department of the Treasury with an underwriting limitation of $262,671,000 Philadelphia Indemnity Insurance Company is admitted to conduct surety business throughout the United States.

A bonded work program of $1,500,000 single project and $5,000,000 aggregate has been supported by Philadelphia Indemnity Insurance Company. As is customary, final approval of any bond is predicated upon the most current financial and job information available to the underwriter at the time, and is subject to the following.

Specific requests for surety bonds will be given our due consideration based on our underwriting evaluation at the time of the request. This evaluation includes receipt and review of contract terms and conditions and bond format that are acceptable to Philadelphia Indemnity Insurance Company, adequate project financing as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Quality Fence Co. and ourselves, and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

Cynthia J. Young
Account Manager



251 S. Lake Ave, Suite 360, Pasadena, CA 91101-3018 (626) 639-1321

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

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)
) ss
County of San Bernardino)

On JAN 0 3 2024, before me, C.L. Hernandez, Notary Public, personally appeared Cynthia J. Young, 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.

C. L. HERNANDEZ
Notary Public - California
Los Angeles County
Commission # 2414374
My Comm. Expires Sep 27, 2026

Signature: _____
C.L. Hernandez, Notary Public

(Seal)

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STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE **Nº 07927**
SAN FRANCISCO

Amended

Certificate of Authority

I

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Philadelphia Indemnity Insurance Company

of Bala Cynwyd, Pennsylvania *, organized under the laws of* Pennsylvania *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 14th *day of* October, 2004, *I have hereunto set my hand and caused my official seal to be affixed this* 14th *day of* October, 2004

John Garamendi
Insurance Commissioner

By Victoria S. Sidbury
for Ida Zodrow Secretary
Asst. Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3 OSP 00 39391

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Melissa Schwartz and Christina Mountz of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

(Notary Seal)

Notary Public: Morgan Morpp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of January 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: QUALITY FENCE COMPANY, INC. CONSTRUCTION CONTRACT FOR POLICE STATION AND CITY HALL PERIMETER SECURITY FENCE

Date: February 21, 2024

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a contract with Quality Fence Company, Inc. for the Police Station and City Hall Perimeter Security Fence in the amount of $239,721.00 in a form approved by the City Attorney.

BACKGROUND:

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

Facility and campus security, most notably the parking lot, has been of concern for officers, police department staff, leadership, and other city staff that use the parking lot at City Hall. This project will address those concerns.

In November of 2022, staff advertised and solicited bids for this project. Submitted bids were higher than anticipated; staff worked with our project management firm to create a more succinct RFB document and readvertised for bids in December 2023.

ANALYSIS:

The project was advertised in the Santa Paula Times and posted publicly. Bid documents were publicly opened and certified by the City Clerk on January 5th, 2023, in the City Council Chambers. Three bids were received. The bid results are as follows:

Quality Fence Company, Inc.	$239,721
Redhawk Fence	$347,225
SB Corporation	$688,999

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Staff finds that the low bid submitted by Quality Fence Company, 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.

STRATEGIC PLAN:

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

FISCAL IMPACTS:

This project is part of the City's Capital Improvement Program and will be funded by allocated Measure T funds (GL #104-5-9329-660).

OPTIONS:

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

1. Do not award the contract to Quality Fence Company, Inc.

If Council chooses not to award the contract, staff will be required to start the bid process over by advertising for bids, hold a public bid opening, and bring another contract before Council for consideration.

ATTACHMENTS:

EXHIBIT A: City Hall Campus Security Fence Bid Sheet.pdf
EXHIBIT B: Quality Fence Construction PW Contract 02-2024.pdf

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EXHIBIT A

POLICE STATION & CITY HALL
SECURITY PERIMETER FENCE PROJECT
CERTIFIED BID SHEET

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CITY OF SANTA PAULA

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

PROJECT: POLICE STATION PERIMETER FENCE PROJECT
TASK: New Construction of Perimeter Security Fence, Sliding Vehicular gates, Man Gates, Provision of Motion Sensor, Strips, Entry Kiosks, and Gate Operators

PROJECT No.: RFB
Bid Date: Friday, January 5, 2024

Time of Opening: 3:00 PM

Bidder Company Name/City	Bid Amount	Bond	Addendum/a
William Cavenaugh			
Quality Fence Co., Paramount	#239,721.00		
Redhawk Fence, Paris, CA.	#347,225.00		
SB Corporation, Camarillo	#688,999.00		

January 5, 2024
Date

Gregory Barnes, Parks & Recreation
Director Parks & Recreation Department

January 5, 2024
Date

Julie Latshaw, CMC
City Clerk

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

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EXHIBIT B

QUALITY FENCE COMPANY CONSTRUCTION CONTRACT FOR SECURITY FENCE

EXHIBIT C

KEMCORP CONSTRUCTION, INC.

CONTRACT

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CITY OF SANTA PAULA
SHORT FORM CONSTRUCTION CONTRACT

POLICE STATION SITE IMPROVEMENTS PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this 21st day of August, 2024 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 KemCorp Construction Inc, a Corporation with its principal place of business at 2060 E. Locust St., Unit G, Ontario, CA 91761, County of San Bernardino, 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 Site 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. The following license classifications are required for this Project: Category B License.

2.3 Project. City desires to engage Contractor to render such services for the Police Station Site Improvements ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith all certifications as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Two Hundred Thirty-Five Thousand Dollars ($235,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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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 one-hundred eighty (180) 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.

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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/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- 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.

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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

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

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

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

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within one-hundred eighty (180) calendar 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 ($500.00) 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

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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.

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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

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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,

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Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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

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

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

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

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

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety

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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

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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

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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)

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(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 180 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

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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.

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

3.12.10 Government Code Claim Procedures.

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

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

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

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

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

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

3.14 Indemnification.

3.14.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

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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

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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

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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.

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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

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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.

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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 immigrants, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

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

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the 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

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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:

KEMCORP CONSTRUCTION INC
2060 E. LOCUST ST. UNIT G
ONTARIO, CA 91761
ATTN: JASON BOLLINGER, PRESIDENT

CITY:

CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA, CA 93060
ATTN: 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.

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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.

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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.

[Signatures on Next Page]

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

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

CITY OF SANTA PAULA

Approved:

By: DocuSigned by: Dan Singer F1BE073A1E0240E...
DAN SINGER
City Manager

ATTESTED:

By: DocuSigned by: Julie Latshaw D328A07FB8604A8...
Julie Latshaw
City Clerk

APPROVED AS TO FORM:

Signed by: Monica Castillo DB476784D0DC4EC...
Monica Castillo
City Attorney

KEMCORP CONSTRUCTION INC.

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

By: Signed by: Jason Bollinger 2836A4F3AB5542D...

Its: President

Printed Name: Jason Bollinger

By: Signed by: Jason Bollinger 2836A4F3AB5542D...

Its: Secretary

Printed Name: Jason Bollinger

934522
Contractor's License Number and Classification

1000002295
DIR Registration Number

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"EXHIBIT A
SCOPE OF WORK

DEMOLITION, AND NEW CONSTRUCTION OF THE CITY OF SANTA PAULA POLICE STATION SITE IMPROVEMENTS

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

The purpose of this scope of work is to obtain bids for the new construction of the City of Santa Paula Police Station site works including new Public Works right-of-way driveway aprons, curbs, sidewalks, and planters. Below are the line items that need cost estimates:

1. **Demolition of existing items as follows:**
   1.01 Asphalt paving - remove asphalt paving at parking lot entry/exit on South Mill St., 12" width along South Mill St. at new curb area, existing ADA parking stall and entry kiosk pad at South 10th St. entrance (2,505 sq. ft.).
   1.02 Concrete paving - remove driveway aprons on South Mill St., 29' length portion of V-ditch at entry/exit on South Mill St., portion of paving adjacent to Community Development Building South 10th St. façade South corner (968 sq. ft.).
   1.03 Concrete sidewalks– remove sidewalks at new driveway aprons on South Mill St. and existing ramp landing at South façade of Police Station (121 sq. ft.).
   1.04 Concrete ramp – remove concrete ramp at Community Development Building rear entrance (102 sq. ft.). Existing concrete stairs, concrete stair landing and metal handrail at stair to remain.
   1.05 Concrete curbs – remove curbs and footings at South Mill St. at new driveway apron locations and remove curb adjacent to flagpole location on South 10th St. up to future parking stall located along the North façade of the Police Station (108 lin. ft.).
   1.06 Sawcut asphalt and concrete – for all electrical and security/IT conduit runs (172 lin. ft.).
   1.07 Sawcut asphalt and for new planter areas/ADA parking area/future generator pad at North side of Police Station and at South 10th St. driveway entry parking area (101 sq. ft.).
   1.08 Planters - Remove planting area on North side of Police Station and at new ADA parking stall on South 10th St. (390 sq. ft.).
   1.09 Remove metal handrails for ramp only (both sides – one is attached to building façade) at Community Development Building rear entrance (48 lin. ft.).

2. **Grading:**
   2.01 12-inch-thick removal and recompaction of sub-base at all areas of new construction, new driveway aprons, new ADA parking area at South 10th St., new parallel parking stall at North façade of Police Station, new man gate area adjacent to sliding gate at South 10th St. exit gate, new man gate area adjacent to sliding gate at South 10th St. entry gate, new man gate area at East Ventura St. entry/exit man gate, curbs, and planters (4,179 sq. ft.).
   2.02 Fine Grading at all areas of new construction, new driveway aprons, new ADA parking area at South 10th St., new parallel parking stall at North façade of Police Station, new man gate area adjacent to sliding gate at South 10th St. exit gate, new man gate area adjacent to sliding gate at South 10th St. entry gate, new man gate area at East Ventura St. entry/exit man gate, curbs, and

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planters (4,179 sq. ft.).
2.03 Trenching for all new conduits 2" dia. to electrical vaults (278 lin. ft.).
2.04 Trenching for all new conduits 1" dia. to all electrical connections (1,045 lin. ft.).
2.05 Trenching for all motion sensors (4 no. 242 lin. ft.).

3. **Paving:**
3.01 Install 6" thk. asphalt over 4" thk. CMB at new curb locations, fence posts at parking layout at South Mill St., fence posts at driveway entry/exits and man and 2 no. man gates for ADA compliance located at South 10th St. . Asphalt to be hot patched to existing area (417 sq. ft.).
3.02 Install 6" thk. asphalt patch over 4" thk. CMB at electrical conduit locations and sensor strips, hot patched to existing areas (355 sq. ft.).
3.03 Install 8" thk. concrete paving 3250 PSI over 6" thk. CMB and #4 rebar 12" o.c. ea. way at driveway aprons (2 no.) and driveway entry at South Mill St. entry/exit locations (1,008 sq. ft.).
3.04 Install 4" thk. concrete paving 3250 PSI over 6" thk. CMB and #3 rebar 12" o.c. ea. way at man gates (2 no. located at East Ventura St.) for ADA compliance (144 sq. ft.).
3.05 Install 4" thk. concrete sidewalk over 4" thk. CMB and #3 rebar 12" o.c. ea. way at South Mill St. new portion only, not including driveway apron (211 sq. ft.).
3.06 Install 6" width concrete curbs along South Mill St., South 10th St. new ADA parking area stall end only, and new planters (49 lin. ft.).

4. **Drainage:**
4.01 Provide and install 18-inch square catch basin, re-route flow via drainpipes to curb face (1 no.).
4.02 Provide 4-inch parkway drains at South Mill St. driveway entry per approved drawings (2 no.).

5. **Bollards:**
5.01 Provide 6" dia. concrete filled bollard at new planter area at Community Development Building – 3' height minimum (1 no.).

6. **Truncated domes**
6.01 Provide and install truncated dome panels for ADA path of travel compliance (approved DSA/AC detectable warning products per CA Code of Regulation Title 24, Part 1, articles 2,3, &4, Refer to CCT Title 24, part 12, Chapter 12-11A and B) at proposed new path of travel ramp landing located at the Police Station existing ramp (South façade – 54 sq. ft.).

7. **Fencing –** fencing, fence post footings, kiosks, concrete kiosk pads, kiosk bollards, and motion sensor loops to be provided by others in a separate RFB and to be coordinated with Fencing Contractor.

8. **Electrical –** to be provided by others in a separate RFB and to be coordinated with Electrical Contractor.

9. **Security Systems** – exact security system to be installed by others and coordination with Security System provider required.

10. **Other – refer to Exhibit #4 for all specifications**
10.01 Paint directional arrows for parking lot flow (8 no.).
10.02 Paint/restripe parking stalls parking area and new ADA stall at South 10th St.
10.03 Provide and install new metal handrail connection at Community Development Rear Entrance steps to existing building.

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Note: Landscape N.I.C. including removal of existing street tree (1 no.) located on South Mill Street and removal of existing eucalyptus trees (2 no.) located at the North façade of the Police Station.

Additional Info:

Project will be Prevailing Wage.

Refer to all approved plans.

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

Property Owner:
City of Santa Paula

Contact Info:

Project Manager
Christina Grina
(805) 671-9811
Robert William Company, LLC
917 Railroad Ave/P.O. Box 1025
Santa Paula, Ca 93060
christina@rwc-llc.com

Project Manager
Bill Lindsay
(805) 625-1144
Robert William Company, LLC
917 Railroad Ave/P.O. Box 1025
Santa Paula, Ca 93060

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EXHIBIT "B"

PLANS AND SPECIFICATIONS

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EXHIBIT B

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 OFF 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. FRAMING: FRAMING 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 OPERATION OR FILLED EXCAVATION OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNTAINS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY
11. DO NOT CUT OR TRIM ANY TREES ON THE PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED BY DESIGNER AND OWNER. AVOID FILLING OR CUTTING AROUND EXISTING TREES TO REMAIN. PROTECT THESE TREES WITH BARRIERS DURING CONSTRUCTION
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL.
13. CONTRACTOR SHALL PROTECT THE ADJOINING PROPERTY DURING EXCAVATION. PROTECTION SHALL BE SUCH THAT ANY EARTH OF THE ADJOINING PROPERTY WILL NOT CAVE-IN OR SETTLE.
14. THE CONTRACTOR SHALL NOTIFY THE "OWNER" OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE, BEFORE PROCEEDING WITH WORK.
15. ALL CONSTRUCTION TO PROVIDE A WATERPROOFED AND WEATHER TIGHT. CONTRACTOR SHALL SEAL, AS NECESSARY TO ACHIEVE THIS REQUIREMENT USING APPROVED METHODS AND MATERIALS AND FOLLOWING ALL PRODUCT MANUFACTURERS INSTRUCTIONS
16. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF CALIFORNIA
17. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO COMMENCEMENT OF WORK.
18. SHEET METAL & FLASHING. PROVIDE AND INSTALL SHEET METAL AND OR COPPER FLASHING AS DETAILED AND REQUIRED TO INSURE WATERTIGHT ASSEMBLY. ALL PIECES SHALL BE FABRICATED IN MAXIMUM PRACTICAL LENGTHS, FREE OF WARPS, BUCKLES AND DENTS AND OTHER DEFECTS.
19. ALL HOSES USED FOR ANY CONSTRUCTION ACTIVITIES SHALL BE EQUIPED 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. (CRC R322.6(K))
20. FIRE BLOCK STUD WALLS (@ 10' INTERVALS/HORIZ. & VERT) INCLUDED AND CONCEALED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS ATTIC AND CHIMNEY CHASE, STAIR STRINGERS, AND SIMILAR PLACES AT CEILING AND FLOOR LEVELS CRC R302.11
21. AFTER COMMENCEMENT OF WORK, ANY FAULTS IN CONSTRUCTION DUE IF FAAT TO ERROU IN THE CONSTRUCTION DOCUMENTS, SHALL BE CORRECTED BY CONTRACTOR OR SUBCONTRACTOR.
22. ALL CLADING, AND VENTS CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD AREA/FIRE HAZARD SEVERITY ZONE REQUIREMENTS VCBC CHAPTER 7A, VCFC CHO 20
23. PROVIDE EMERGENCY EXIT DOOR. MIN. 32" CLEAR INTERIOR FRAME TO INTERIOR FRAME.
24. AFTER COMMENCEMENT OF WORK, ANY DELAYS, FEZHLEMS OR FAULTS IN CONSTRUCTION DUE IN FULL OR FAET 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

FIRE DEPARTMENT NOTES

1. ALL CONSTRUCTION TO COMPLY WITH HIGH FIRE HAZARD REQUIREMENTS PER VCBC SEC. CAC CHAPTER 7A FRP 22
2. ADDRESS
   (a) THE ADDRESS SHALL BE VISIBLE AND LEGIBLE FROM THE STREET OR FRONTAGE ROAD
   (b) THE ADDRESS NUMBERS SHALL BE OF MINIMUM FOUR INCHES (4") IN HEIGHT.
   (c) THE ADDRESS NUMBERS SHALL BE CONTRASTING COLORS TO THEIR BACKGROUND.
   (BLACK 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 ION OR POST ADJACENT TO THE DRIVEWAY ENTRANCE OF A FLAG LOT
3. NO PERSON MAY TAP INTO ANY FIRE HYDRANT FOR ANY PURPOSE OTHER THAN FIRE SUPPRESSION OR EMERGENCY AID WITH OUT FIRST OBTAINING WRITTEN APPROVAL FROM THE WATER PURVEYOR SUPPLYING WATER TO THE HYDRANT & FROM THE CITY/COUNTY HEALTH DEPARTMENT (CHD 3522, SECTION 6(L))

SHEET INDEX

#	SHEET	DESCRIPTION	SCALE
		ARCHITECTURAL	
1	A0.0	TITLE SHEET, MAPS, PROJECT DATA & GENERAL NOTES	AS NOTED
2	A1.0	EXISTING OVERALL SITE	1"=20'
3	A1.1	EXISTING SITE DEMOLITION PLAN	1/8"=1'-0"
4	A1.2A	PROPOSED MASTER SITE PLAN	1"=20'
5	A1.2B	PROPOSED SITE PLAN	1/8"=1'-0"
6	A1.3	EXISTING FLOOR PLAN	1/4"=1'-0"
7	A1.4	DEMOLITION PLAN	1/4"=1'-0"
8	A1.5	PROPOSED FLOOR PLAN	1/4"=1'-0"
9	A1.6	PROPOSED FLOORING PLAN	1/4"=1'-0"
10	A2.0	EXISTING & PROPOSED ELEVATIONS	AS NOTED
11	A3.0	PROPOSED CROSS & LONGITUDINAL SECTIONS	1/4"=1'-0"
12	A4.0	PROPOSED LOBBY & INTERIOR ELEVATIONS	1/2"=1'-0"
13	A5.0	PROPOSED FURNITURE LAYOUT PLAN	1/4"=1'-0"
14	A6.0	SCHEDULES	N/A
15	A7.0	ELECTRICAL PLAN & NOTES	AS NOTED
		STRUCTURAL	
16	S1-1	STRUCTURAL NOTES SHEET 1 of 2	N/A
17	S1-2	STRUCTURAL NOTES SHEET 2 of 2	N/A
18	S-1	FOUNDATION PLAN	1/4"=1'-0"
19	S0-1	STRUCTURAL DETAILS	AS NOTED

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA CRC R301.2

WIND DESIGN CRITERIA	MIN. WIND SPEED (mph)	GROUND SNOW LOAD (pounds per sq.ft.)	SEISMIC ZONE	FLOOD ZONE DESIGNATION	DECAY FROM DEGREE
C	115mph	N/A	3	X	N/A

CODE COMPLIANCE

ALL WORK SHALL CONFORM TO THE FOLLOWING CODES
THIS PROJECT SHALL COMPLY WITH TITLE 24, 2023 CALIFORNIA ADMINISTRATIVE CODE (CAC), 2022 CALIFORNIA BUILDING CODE (CBC), 2022 CALIFORNIA RESIDENTIAL CODE (CRC), 2022 CALIFORNIA MECHANICAL CODE (CMC), 2022 CALIFORNIA PLUMBING CODE (CPC), 2022 CALIFORNIA ELECTRICAL CODE (CEC), 2022 CALIFORNIA ENERGY CODE (CCR-C) (AND T-ICRC), 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 FIRE CODE, 2022 CALIFORNIA HISTORICL CODE, 2022 CALIFORNIA EXISTING BUILDING CODE AND CITY OF SANTA PAULA MUNICIPAL CODES AND ORDINANCES

PROJECT DATA

PROPERTY OWNER	CITY OF SANTA PAULA POLICE DEPARTMENT
OWNER ADDRESS	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
PROJECT ADDRESS	214 SOUTH 10TH STREET SANTA PAULA, CA 93060
APN	105-0-242-195
LOT SIZE	47 ACRES (20,473.2 SQ. FT.)
ZONING	IN (INSTITUTIONAL/CIVIC) ADJACENT NEIGHBOR C-G (GEN. COM.)
FLOOD ZONE	X
GOVERNING AGENCY SETBACKS	10' FRONT YARD/STREET 5' SIDE YARD 5' REAR YARD 45' HEIGHT
BUILDING HEIGHT	24' (MAX. ALLOWABLE 45')
NUMBER OF STORIES	1 NO. (MAX. ALLOWABLE 3 NO)
BUILDING SQUARE FOOTAGE	
EXISTING POLICE STATION SQ. FTG.	6,424.8 SQ. FT
PROPOSED POLICE STATION SQ. FTG.	8,573.4 SQ. FT
(E)ADDITIONAL AREA	148.2 SQ. FT
TOTAL CONDITIONED SPACE	8,573.4 SQ. FT
UNCONDITIONED SPACE	
SALLY PORT	850.2 SQ. FT
COVERED ENTRY AREAS	879.8 SQ. FT
TOTAL UNCONDITIONED SPACE	1,730 SQ. FT
LOT COVERAGE/FAR	+/- 39% (MAX. ALLOWABLE 80%)
DESCRIPTION OF USE	POLICE STATION
BUILDING OCCUPANCY	46
CONC. USE, USE = 100 sq. ft per person	
5,548 sq. ft. gross /100 sq. ft. = 57 persons	
DET./CORR. USE = 100 sq. ft per person	
829 sq. ft. gross /120 sq. ft. = 7 persons	
STG. USE = MP (MAX. PROP. # of one time) = 4 persons	
ZONING OCCUPANCY	GROUP B
TYPE OF CONSTRUCTION	III
HIGH FIRE SEVERITY ZONE	URBANIZED/DEVELOPED AREAS OUTSIDE OF HAZARD ZONES
SPRINKLERS	NO

LEGAL DESCRIPTION
CITY OF SANTA PAULA, VENTURA COUNTY ASSESSOR'S MAP, PARCEL 19, PORTION VALE STREET SUBDIVISION, R.S. BK. 5, PG. 18 SAWYERS TRACT, L.S. BK. 4, PG. 8 PORTION WHITTED TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 PORTION MARTIN TRACT, R.S. BK. 4, PG. 7 & BK. 5, PG. 15 W.C.O.M. VOL. 1 PG. 55, 56 (OWEN'S TRACT) RANCHO SANTA PAULA Y SATICOY M.R. BK. A, PG. 290

SCOPE OF WORK

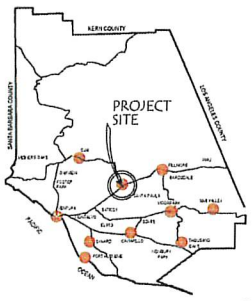
RENOVATION OF A PORTION OF THE EXISTING POLICE STATION INCLUDING LIMITED DEMOLITION OF EXISTING WALLS, RE-BUILD OF PARTITION WALLS AND REVISED MAIN ENTRANCE LOBBY AREA. LOBBY TO BE ENLARGED AND RECONFIGURED TO ACHIEVE INCREASED SECURITY. ALL NEW AREAS TO BE ADA COMPLIANT

CONSULTANTS

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

STRUCTURAL ENGINEER
Randy Toedter
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
randy@rwc-llc.com

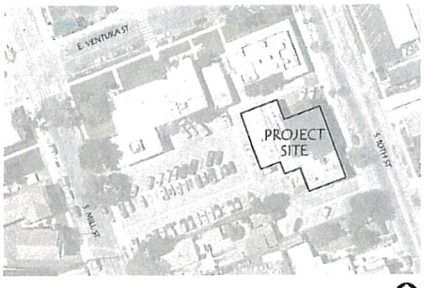
STRUCTURAL ENGINEER
Cathy Leslie
Robert William Co., LLC
P.O. Box 1025
Santa Paula, CA 93061
cathy@rwc-llc.com



VENTURA COUNTY MAP — NORTH — SCALE: NTS



VICINITY MAP — NORTH — SCALE: NTS



AERIAL MAP — NORTH — SCALE: NTS

TITLE SHEET

ROBERT WILLIAM COMPANY
GENERAL CONTRACTORS & BUILDING CONSULTANTS
P.O. Box 1025, Santa Paula, CA. 93061
Phone (805) 525-1144 Fax (805) 525-6402

CONSULTANT:

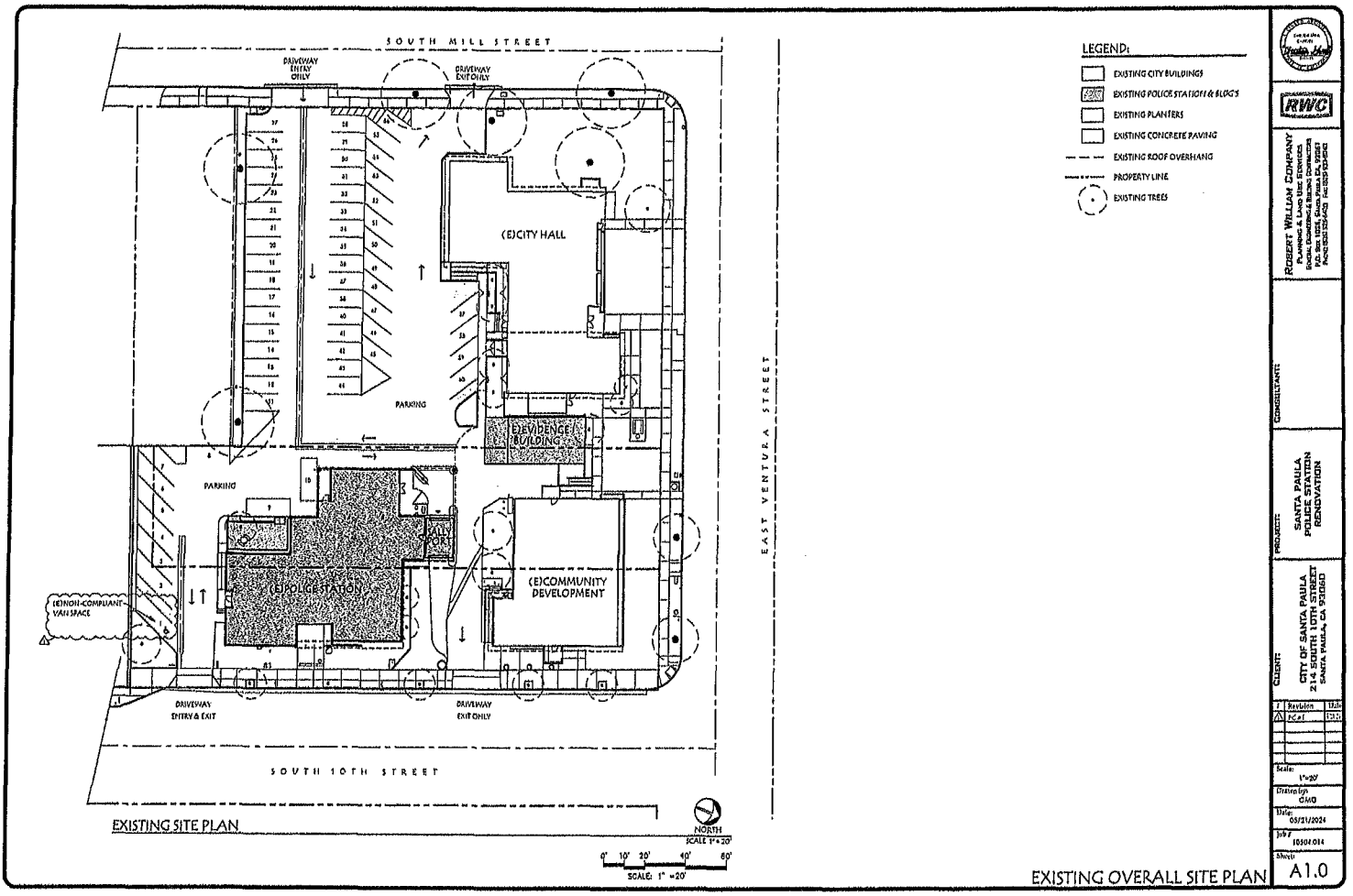
PROJECT: SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date
1	PC #1	7/24

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Date: 05/21/2024
Job # 10504.014
Sheet: A0.0

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087



EXISTING SITE PLAN

EXISTING OVERALL SITE PLAN

RWC

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
BOOM, DOWNTOWN & BUSINESS DISTRICTS
P.O. BOX 12925, SAN LUIS OBISPO, CA 93407
PHONE: 805.550.0440, FAX: 805.541.0201

CONSULTANTS:

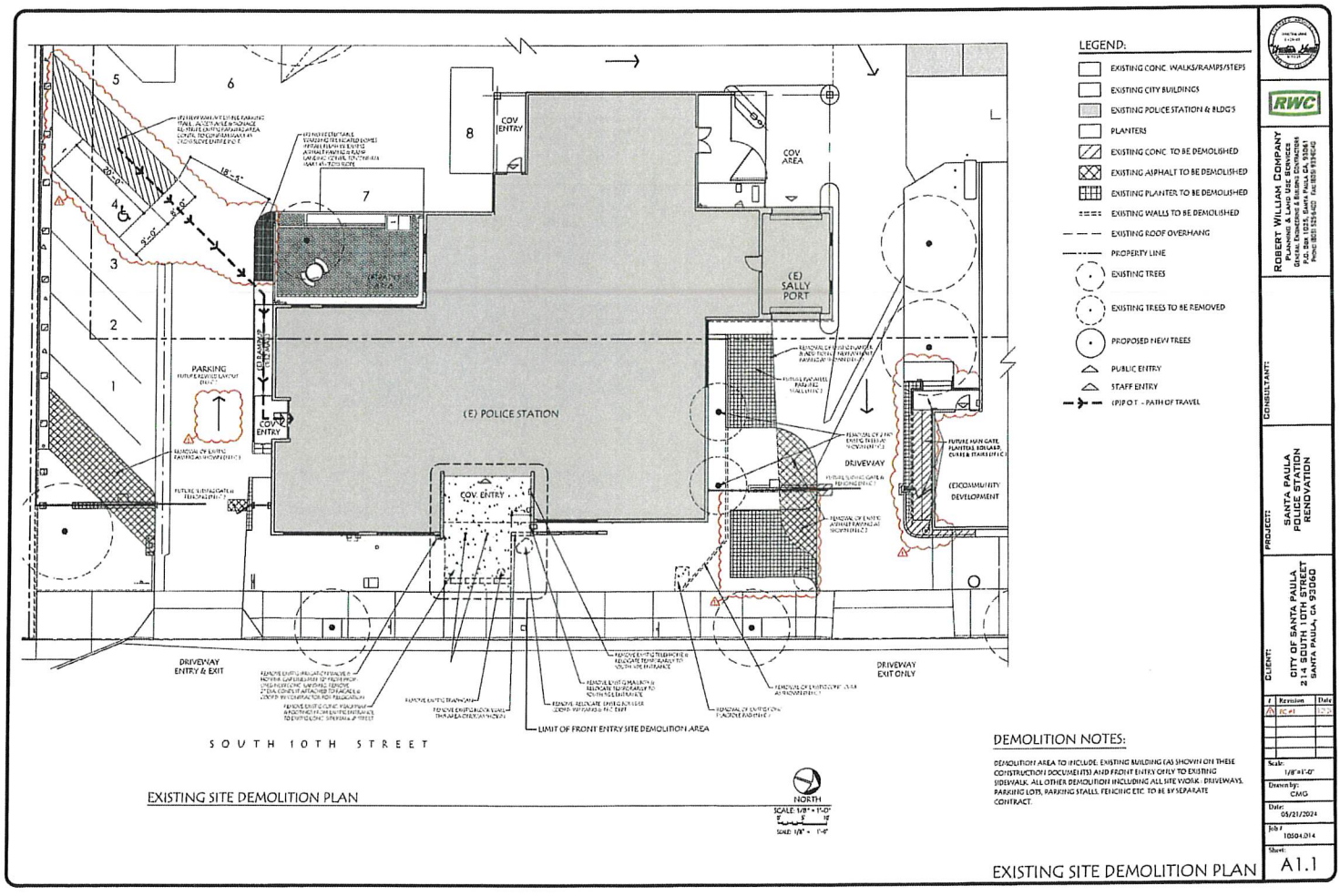
PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date
1	PC set	12-21

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Drawn by: DMO
Date: 05/31/2024
Job #: 10504.014
Sheet: A1.0

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087



EXISTING SITE DEMOLITION PLAN

DEMOLITION NOTES:

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

EXISTING SITE DEMOLITION PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
GENERAL ENGINEERING & BUILDING CONTRACTOR

CONSULTANT:

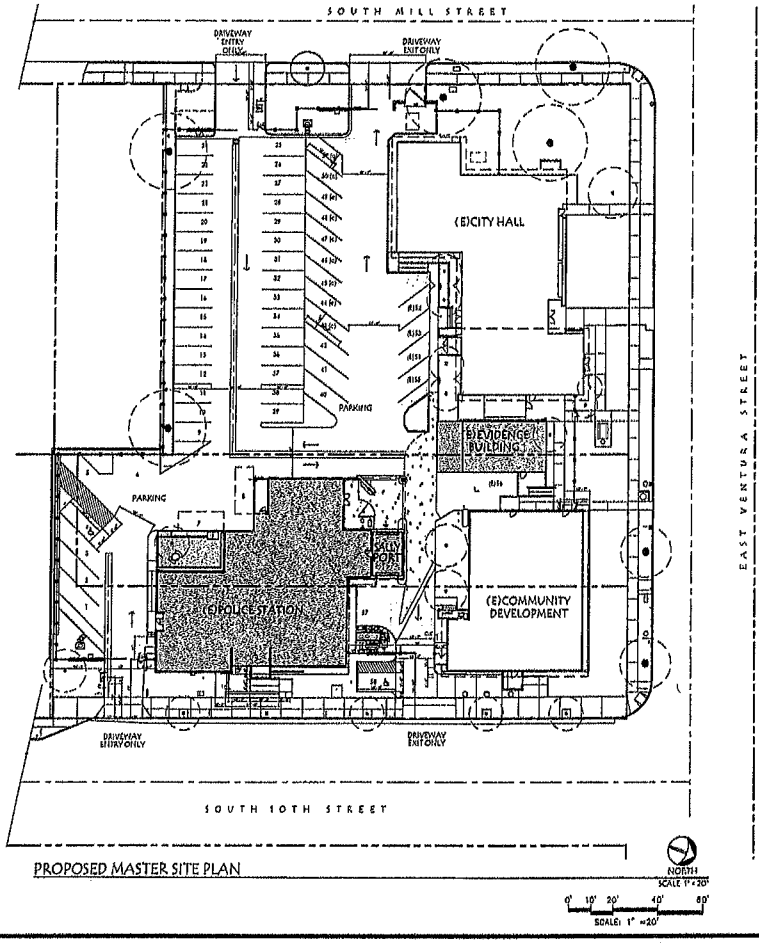
PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

#	Revision	Date
1	PC #1	10.2

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Date: 05/21/2024
Job # 10504.014
Sheet: A1.1

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PROPOSED MASTER SITE PLAN

LEGEND:

- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDGS
- EXISTING PLANTERS
- EXISTING CONCRETE PAVING
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES

PROPOSED MASTER SITE PLAN

ROBERT WILLIAM COMPANY
Planning & Land Use Services
P.O. Box 1105, Santa Paula, CA. 93061
(805) 525-5540 Fax (805) 525-5541

CONSULTANTS

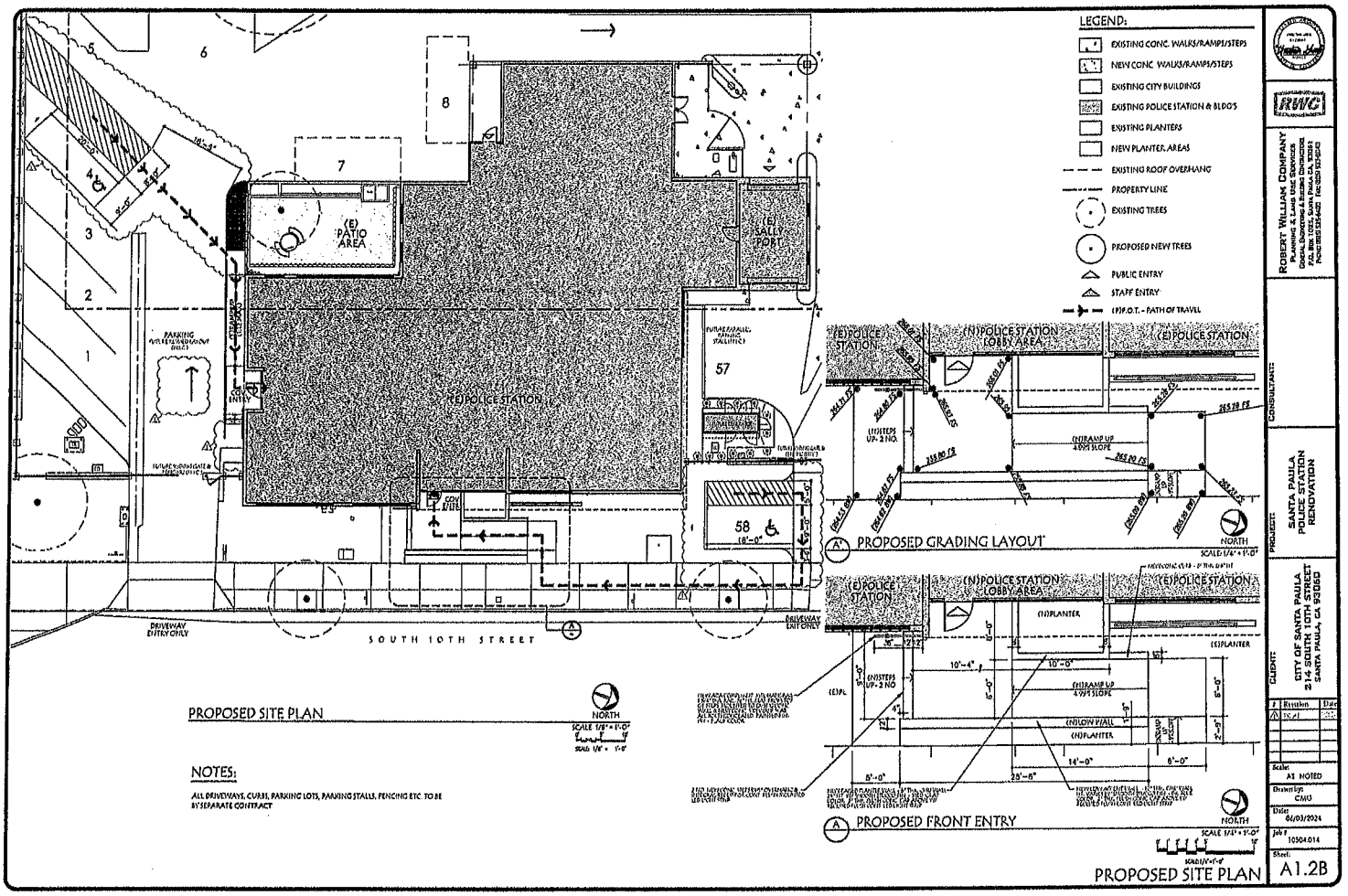
PROJECT:
SANTA PAULA POLICE STATION RENOVATION

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

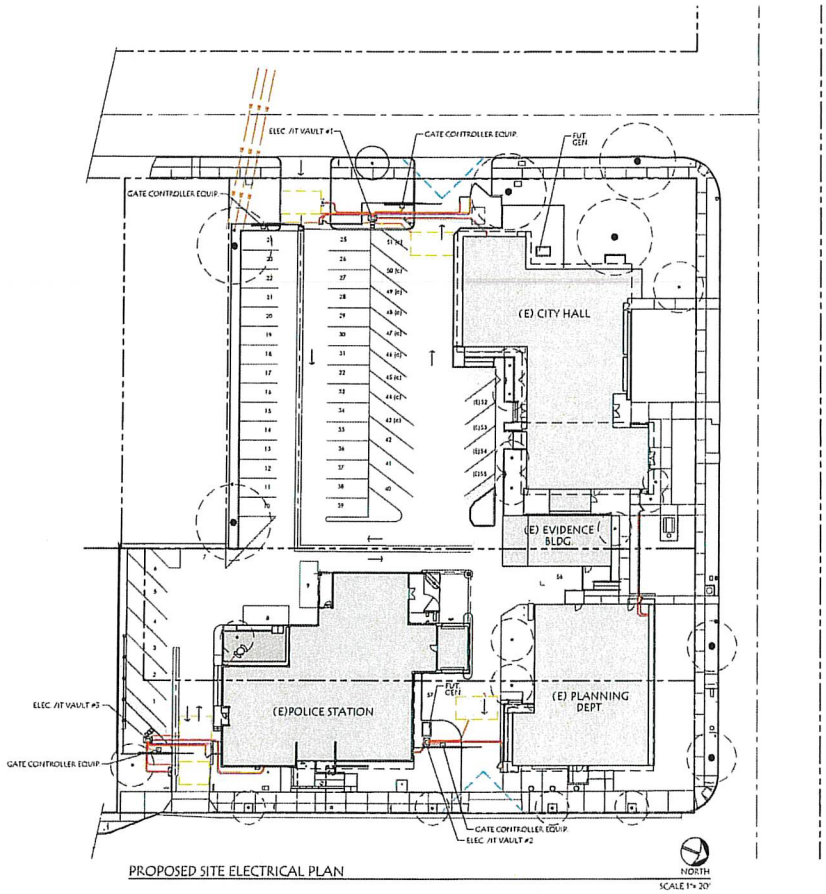
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PROPOSED SITE ELECTRICAL PLAN

LEGEND:

- EXISTING CONC. WALKS/RAMPS/STEPS
- NEW CONC. WALKS/RAMPS/STEPS
- EXISTING CITY BUILDINGS
- EXISTING POLICE STATION & BLDG'S
- EXISTING PLANTERS
- NEW PLANTER AREAS
- EXISTING ROOF OVERHANG
- PROPERTY LINE
- EXISTING TREES
- PROPOSED NEW TREES
- DATA LINES
- ELECTRICAL LINES
- SIGHT LINE

0' 10' 20' 40' 60'
SCALE: 1" =20'

ELECTRICAL SITE PLAN

ROBERT WILLIAM COMPANY
PLANNING & LAND USE SERVICES
(805) 525-1245 FAX (805) 525-1245
P.O. BOX 1025, SANTA PAULA, CA. 93061
MOBILE (805) 525-6422 FAX (805) 933-8430

CONSULTANT:

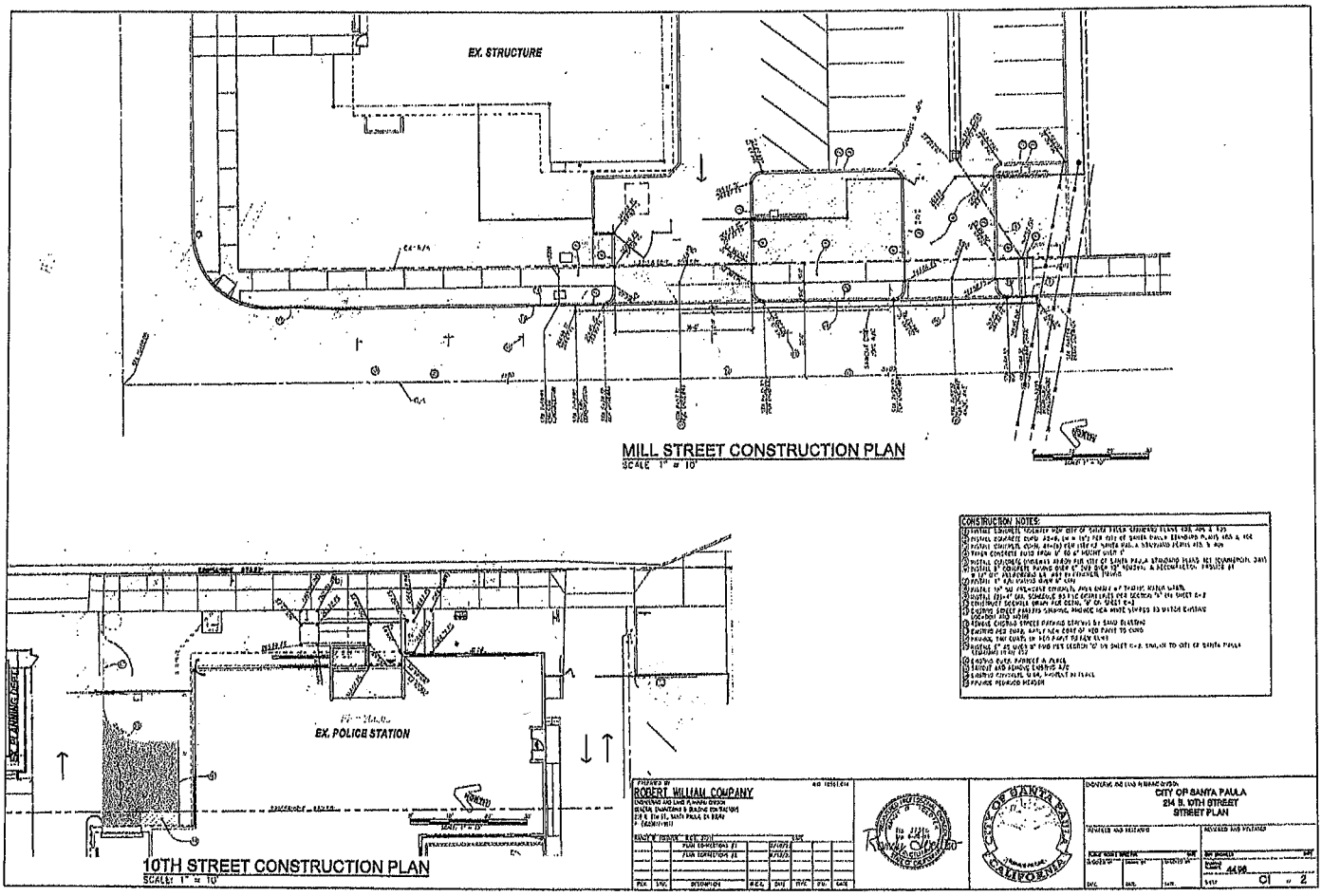
PROJECT:
SANTA PAULA POLICE STATION SECURITY

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

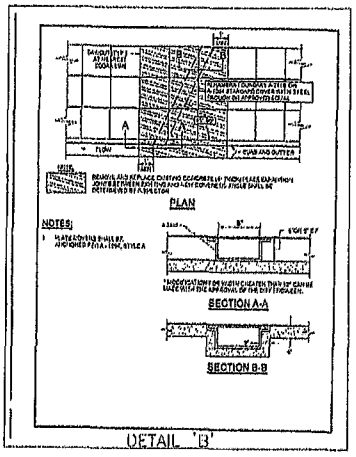
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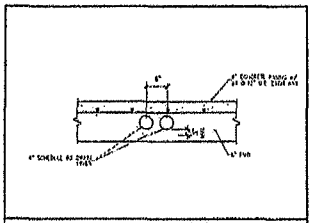
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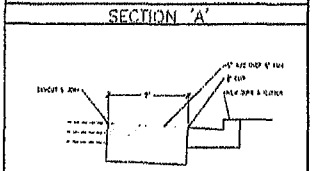
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DETAIL 'B'



SECTION 'A'



SECTION 'C'

PREPARED BY
ROBERT WILLIAM COMPANY

CITY OF SANTA PAULA
214 S. 10TH STREET
STREET PLAN DETAILS

4498

C2 2

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

EXHIBIT "C"

SPECIAL CONDITIONS

No special conditions.

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

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

KEMCORP CONSTRUCTION INC
JASON BOLLINGER, PRESIDENT

By: _____
Signature

Jason Bollinger
Name (Print)

President
Title (Print)

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2024

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

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

PRODUCER Alliant Insurance Services, Inc. 701 B Street, 6th Floor San Diego CA 92101 License#: 0C36861	**CONTACT NAME:** Salvador Perez **PHONE (A/C, No, Ext):** 619-849-3846 **FAX (A/C, No):** **E-MAIL ADDRESS:** Salvador.Perez@alliant.com
INSURED KEMCORP Construction, Inc. 2060 E Locust St. Unit G Ontario CA 91761	KEMCORP-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Co	33138
INSURER B : Accredited Surety and Casualty	26379
INSURER C : United Financial Casualty Comp	11770
INSURER D : Scottsdale Insurance Company	41297
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1834249537 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	LHA114344	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	975827708	6/30/2024	12/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS2004197	4/30/2024	12/31/2024	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1AGCA16007949-0	12/31/2023	12/31/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Endorsement(s) Attached:
General Liability – Blanket Additional Insured – (Form #RSG 15017 0615)
General Liability - Additional Insured (Form #CG 20 11 12 19)
General Liability - Additional Insured (Form #CG 20 18 12 19)
General Liability - Per Project Aggregate (Form #CG 25 03 11 85)
General Liability - Primary and Non-Contributory (Form #CG 20 01 04 13)
General Liability - Waiver of Subrogation (Form #RSG 14048 1008)
Automobile Liability - Blanket Additional Insured (Form #2366 (02/11) M_CL)
See Attached...

CERTIFICATE HOLDER

City of Santa Paula
970 Ventura Street
Santa Paula CA 93060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: KEMCORP-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alliant Insurance Services, Inc.	KEMCORP Construction, Inc. 2060 E Locust St. Unit G Ontario CA 91761
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Automobile Liability - Waiver of Subrogation (Form #2367 (06/10) M_CL)

Umbrella Liability - Coverage Form (Form #CX 00 01 04 13)
Workers' Compensation - Wavier of Subrogation (Form #WC 04 03 06 (Ed. 4-84)).

Re: City of Santa Paula Police Station, 214 South 10th Street, Santa Paula, CA 93060.
City of Santa Paula, its officials, employees, agents and volunteers included as Additional Insureds on primary and non-contributory basis, waiver of subrogation applies. Umbrella/Excess Liability follow form for General Liability.

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This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED
BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

This endorsement effective 12/31/2023
forms part of Policy Number LHA114344
issued to KEMCORP CONSTRUCTION INC
by Landmark American Insurance Company

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POLICY NUMBER: LHA114344

COMMERCIAL GENERAL LIABILITY
CG 20 11 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW
Additional Premium: **$ INCLUDED**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: LHA114344

COMMERCIAL GENERAL LIABILITY
CG 20 18 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

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

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: LHA114344 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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Policy Number: LHA114344

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 12/31/2023
forms part of Policy Number LHA114344
issued to KEMCORP CONSTRUCTION INC
by Landmark American Insurance Company

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POLICY NUMBER: 975827708

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

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POLICY NUMBER : 975827708

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event".

b. If a claim is made or suit is brought against any insured, you must:

(1) Immediately record the specifics of the claim or suit and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

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At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

 © Insurance Services Office, Inc., 2012

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2023

Policy No. 1AGCA16007949-0 Endorsement No.

Insured

Insurance Company
Accredited Surety and Casualty Company, Inc.

KEMCORP Construction, Inc.

Countersigned By_____

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EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: Kemcorp Construction, Inc.

DIR Registration Number: 1000002295

DIR Registration Expiration: 06/30/25

Small Project Exemption: _____ Yes or X No

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

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

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

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

Name of Contractor: Kemcorp Construction, Inc.

Signature: _____

Name and Title: Jason Bollinger, President

Dated: 09/03/2024

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

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EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

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 KEMCORP Construction, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Police Station Site Improvements (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 July 10, 2024 ("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 Developers Surety and Indemnity Company as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Thirty Five Thousand and 00/100 Dollars ($235,000.00) 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

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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 23rd day of August, 2024.

(Corporate Seal) KEMCORP Construction, Inc.

Contractor/ Principal

By Jason Bollinger

Title President

Developers Surety and Indemnity Company

(Corporate Seal)

Surety

By

Attorney-in-Fact

Title Lawrence F. McMahon, Attorney-in-Fact

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.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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 San Diego }

On AUG 23 2024 (Date) before me, John Flores JR., Notary Public (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Lawrence F. McMahon (Name(s) of Signer(s)),

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 _____ (Signature of Notary Public)

MGC1 JOHN FLORES JR. COMM. # 2476426 NOTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY COMM. EXPIRES DEC. 14, 2027 MGC1

Place Notary Seal Above

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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Tara Bacon, Maria Hallmark and Minna Huovila, of San Diego, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 1, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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 Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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 _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 23rd day of AUGUST, 2024.

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CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 San Bernardino

On 8/26/24 before me, Melissa Reynolds, Notary Public (insert name and title of the officer), personally appeared Jason Bollinger, 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.

M. REYNOLDS
Notary Public - California
San Bernardino County
Commission # 2363111
My Comm. Expires Jun 28, 2025

WITNESS my hand and official seal.

Signature _____ (Seal)
Melissa Reynolds, Notary Public

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Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santa Paula (hereinafter referred to as "City") has awarded to KEMCORP Construction, Inc., (hereinafter referred to as the "Contractor") an agreement for Police Station Site Improvements (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 July 10, 2024, (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, KEMCORP Construction, Inc., the undersigned Contractor and Developers Surety and Indemnity Company 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 Two Hundred Thirty Five Thousand and 00/100 DOLLARS, ($235,000.00), 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:

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(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 23rd day of August, 2024).

(Corporate Seal)

KEMCORP Construction, Inc.
Contractor/ Principal

By Jason Bollinger

Title President

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

(Corporate Seal)

Developers Surety and Indemnity Company
Surety

By _____
Attorney-in-Fact, Lawrence F. McMahon

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

(Attach Attorney-in-Fact Certificate) Title Attorney-in-Fact

The rate of premium on this bond is $14.40 per thousand. The total amount of premium charges, $ $4,444.00 . Subject to Adjustment Based on Final Contract Price

(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)	Developers Surety and Indemnity Company 20335 Ventura Blvd, Suite 426 Woodland Hills, CA 91364
(Name and Address of Agent or Representative for service of process in California, if different from above)	Same as above
(Telephone number of Surety and Agent or Representative for service of process in California)	Surety: 949-271-7469 Agent: 619-238-1828

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

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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 San Diego }

On AUG 23 2024 (Date) before me, John Flores JR. (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Lawrence F. McMahon (Name(s) of Signer(s))

,

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 _____ (Signature of Notary Public)

JOHN FLORES JR.
COMM. # 2476426
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES DEC. 14, 2027

Place Notary Seal Above

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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Tara Bacon, Maria Hallmark and Minna Huovila, of San Diego, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 1, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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 Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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 _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6416E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 23rd day of AUGUST, 2024.

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 San Bernardino

On 8/26/24 before me, Melissa Reynolds, Notary Public (insert name and title of the officer), personally appeared Jason Bollinger, 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.

M. REYNOLDS
Notary Public - California
San Bernardino County
Commission # 2363111
My Comm. Expires Jun 28, 2025

WITNESS my hand and official seal.

Signature _____ (Seal)
Melissa Reynolds, Notary Public

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dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **934522** Entity CORP

Business Name KEMCORP CONSTRUCTION INC

Classification(s) B A

Expiration Date 06/30/2025 www.cslb.ca.gov

CSLB

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CITY OF SANTA PAULA
MISCELLANEOUS RECEIPT

68314

DATE 8.27.2024

RECEIVED OF Kencorp Construction INC

THE SUM OF Eighty-nine ---------- DOLLARS $ 89.00

FOR Park Use Out of Town

☐ CASH

☐ CK# 5845

☐ CREDIT CARD

ACCT. NO. 001-0000-322.01-00 expires 12/31/2024

Signature

FIN: MSCRCPT 07/14

Docusign Envelope ID: C39B1BB4-3166-4F58-ABB9-2A1EA5880087

City of SANTA PAULA, CA
BUSINESS LICENSE

KEMCORP CONSTRUCTION, INC.
2060 LOCUST ST. (E) #G

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.

KEMCORP CONSTRUCTION, INC.
2060 LOCUST ST. (E) UNIT #G
ONTARIO CA 91761

EXPIRATION DATE	12/31/2024
DATE PAID	8/28/2024
LICENSE NUMBER	07452
LICENSE FOR	SALES/PROFESSIONS/SERVICES
LICENSE FEE: $	89.00
GROUP NUMBER	110
CLASS	2

ISSUANCE DOES NOT INDICATE COMPLIANCE WITH FIRE, BUILDING, ZONING OR STATE LICENSE REQUIREMENTS.

Dear Client,

Please find your current year's license attached. Please note the following important information in regards to your license.

IMPORTANT
This Business License Receipt constitutes an acknowledgement for the payment of a business tax required by the Santa Paula City Code, to engage in, carry on or conduct, in this City, the business, trade, calling, profession, exhibitions, or avocation described hereon. THE HOLDER MUST COMPLY WITH ALL STATUTES AND ORDINANCES.

TRANSFER OF BUSINESS LICENSE TAX RECEIPT
Except in special cases this Business License Tax Receipt may be transferred to a new owner. Please contact the Business License Tax Department for further information and instructions.

CHANGE OF ADDRESS
A change of business address should be reported immediately to the Business License Tax Department.

Thank you,

Business Tax License Department
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
(805) 933-4211

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: RESOLUTION ACCEPTING PHASE ONE SPORTS PARK TURF AND IRRIGATION IMPROVEMENTS WITH ONE YEAR WARRANTY - HARVEST AT LIMONEIRA

Date: November 20, 2024

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7549 Accepting Phase One Sports Park Turf and Irrigation Improvements with One Year Warranty.

Presented by: Greg Barnes, Parks & Recreation Director

BACKGROUND:

Section 3.1.1(a) of the February 26, 2015 First Amended and Restated Development Agreement ("2015 Development Agreement") required Limoneira Lewis Community Builders, LLC ("LLCB") to construct the Santa Paula Creek Sports Park (the "Sports Park") in phases within 5 years after the Development Agreement became effective (i.e. February 26, 2020), or before City issues a final certificate of occupancy to the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1 to the 2015 Development Agreement, LLCB was given an additional 2 years to use "commercially reasonable efforts" to construct the first approximately 23-acre phase of the Santa Paula Creek Sports Park ("Phase 1") to February 26, 2022 or before the issuance of the 750th final certificate of occupancy. Attachment B shows the location of the Sports Park with the Harvest development and its division into Phase 1 and Phase 2.

On March 17, 2021, the City and LLCB entered into the Sports Park Implementation Agreement so that the City could receive an advance of, or borrow from itself funds equal to the yet-to-be-due Joint Civic Facility In-Lieu Fee to facilitate financing construction of Phase I of the Sports Park.

On January 6, 2023, the City and LLCB entered into the First Amendment to the Sports Park Implementation Agreement to confirm amounts owed between the parties, provide for the payment of Pay Request No. 10, provide for the funding of all remaining costs to complete Phase 1 of the Sports Park, and to formalize the Sports Park acceptance and turnover to the City.

On March 23, 2024, Amendment No. 3 to the First Amended and Restated Development Agreement ("DA Amendment No. 3") established the Developer agreement to provide additional funding consisting of $4,000,000 for Supplemental Sports Park Improvements, $200,000 to ensure turf re-establishment, and $850,000 for Phase I in excess of its Sports Park obligation.

On June 5, 2024, City Council adopted Resolution No. 7513 to accept Sports Park Phase 1 Improvements except for the turf and related irrigation systems. This item, if approved, would accept the remaining turf and irrigation improvements.

ANALYSIS:

In accordance with the Funding, Construction and Acquisition Agreement Section 9, LLCB shall file with the County Recorder of the County of Ventura a Notice of Completion (NOC) pursuant to the provisions of Section 8182 if the California Civil Code and supply the City with a copy of such NOC showing thereon the date of filling with the County Records. The turf and irrigation systems for Phase 1 of the Sports Park have been completed to the satisfaction of the Parks & Recreation Director and the contracted City Engineer and is ready to be accepted by the City and added to the City's Asset database.

In addition, as noted in the attached resolution, LLCB will enter a warranty agreement applicable to Phase 1 of the Sports Park for a period of one (1) year from the date of City acceptance of Phase 1 of the Sports Park. To simplify calculation of the warranty period, LLCB and City have agreed that the date of City acceptance for Phase 1 of the Sports Park will be one year from the acceptance of the turf and irrigation improvements (i.e. November 20, 2025), despite prior partial acceptance in June 2024.

STRATEGIC PLAN:

This item does not directly address any of Council's two-year strategic goals. However, the completion of the park and its eventual opening will add much needed additional park space and amenities for the community.

FISCAL IMPACTS:

Staff is prepared to take over responsibility of the ongoing park maintenance. A landscape contractor has been selected and staff is advertising for a full-time Maintenance Worker I. Both were included and approved as part of the FY 23-24 & FY 24-25 budget process and are funded primarily from the Community Facilities District ("CFD") Fund 504 in accordance with the CFD's List of Authorized Facilities and Services.

The Sports Park improvements and land have or will be fully paid for by LLCB excluding the $5.175 million paid by the City, and all eligible costs are reimbursable from available East Area 1 CFD No. 1 proceeds. The Sports Park improvements to date and land are valued at approximately $13.6 million for improvement obligations and $10.8 million for land contributed to the City totaling $24.4M.

OPTIONS:

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

option:

1. Do not accept Phase 1 Sports Park Turf and Irrigation Improvements and provide direction to staff to address specific items of concern prior to acceptance.

ATTACHMENTS:

Attachment A - Reso 7549 - Sports Park Turf Acceptance (Phase 1) FINAL
Attachment B - Sports Park Site Plan

ATTACHMENT A

RESOLUTION ACCEPTING PHASE 1 SPORTS PARK TURF AND IRRIGATION

RESOLUTION NO. 7549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ACCEPTING PHASE ONE SPORTS PARK TURF AND IRRIGATION IMPROVEMENTS WITH ONE (1) YEAR WARRANTY

The City Council of the City of Santa Paula hereby:

SECTION 1: The City Council finds and declares that:

A. Limoneira Lewis Community Builders, LLC, (LLCB) entered into that certain Funding, Construction and Acquisition Agreement Harvest Community Facilities District No. 1 with the City of Santa Paula ("City") for Public Facilities on March 1, 2017 ("Acquisition Agreement").

B. LLCB recorded Tract 5854 that established the parcel of land for the Sports Park in the Official Records of the County of Ventura ("Official Records") on January 10, 2019 (No. 20180110-000304-0).

C. Among the improvements required by the Acquisition Agreement is the Sports Park, as described therein. A depiction of the Sports Park is attached to this Resolution as **EXHIBIT A.**

D. On March 17, 2021, the City and LLCB entered into that certain Sports Park Implementation Agreement so that the City could receive an advance of, or borrow from itself funds equal to, the yet-to-be-due Joint Civic Facility In-Lieu Fee to facilitate financing construction of Phase I of the Sports Park.

E. On January 6, 2023, the City and LLCB entered into that certain First Amendment to the Sports Park Implementation Agreement to provide funding to complete Phase 1 of the Sports Park and to formalize procedures for Sports Park acceptance and turnover to the City.

F. On June 5, 2024, the City Council adopted Resolution No. 7513 to accept Sports Park Phase 1 Improvements except for the turf and related irrigation systems described as items 2-4 in Exhibit D ("Turf Improvements") to Amendment No. 3 to the First Amended and Restated Development Agreement between the City and LLCB recorded in the Official Records on March 27, 2024 (No. 2024000019101) ("DA Amendment No. 3").

G. A Notice of Completion (NOC) for all Sports Park Phase 1 Improvements, inclusive of the Turf Improvements, has been filed with the Office of the Recorder in Ventura County in accordance with the Acquisition Agreement.

H. Neither LLCB nor the City has received claims of liens that have been recorded by or on behalf of any such person, firm or corporation for the Turf Improvements as of November 13, 2024.

I. In accordance with the Amendment No. 3 to the First Amended and Restated Development Agreement, Section 3. A (c), LLCB is obligated to fund up to eight hundred and fifty thousand dollars ($850,000) for the Phase I in excess of its Sports Park obligation, and an additional two hundred thousand dollars ($200,000) toward the Turf Improvements.

J. Under Section 11 of the Acquisition Agreement, upon acceptance of the Sports Park Phase 1 Improvements, the City must issue payment from CFD funds in the amount of the acquisition price, "provided and to the extent that funds are available, except that [LLCB] shall choose one of the following options prior to release of the final five percent (5%) [of the acquisition price]: (1) City shall retain five percent (5%) of the acquisition price until expiration of the one-year warranty period for the subject [Sports Park Phase 1 Improvements]; or (2) [LLCB] shall obtain a maintenance bond until expiration of the one-year warranty period for the subject [Sports Park Phase 1 Improvements]."

K. Upon City accepting the Turf Improvements, LLCB has agreed to maintain the improvements until January 1, 2025, evidenced by entering into a Maintenance Agreement with the City, a form of which is attached hereto as **EXHIBIT B.**

SECTION 2: The City Council hereby resolves:

A. The recitals set forth above are true and correct.

B. The final project plans for the Turf Improvements within Phase 1 of the Sports Park are approved pending receipt of final certified mylar prints.

C. The City accepts the Sports Park Phase 1 Improvements, inclusive of the Turf Improvements, subject to conditions set forth in this Section 2.

D. LLCB will provide for a warranty agreement for a period of one (1) year in an amount equal to a maximum of five percent (5%) of the acquisition price of the Sports Park Phase 1 Improvements, inclusive of the Turf Improvements, (i.e., $678,217.50) accepted by the City in satisfaction of Section 11 of the Acquisition Agreement.

E. Upon acceptance of the Turf Improvements, staff is directed to include the improvements in the appropriate city asset management systems.

//

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PASSED AND ADOPTED by the City Council of the City of Santa Paula this 20th day of November, 2024.

_____
Leslie Cornejo, Mayor

ATTEST:

_____
Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

_____
Monica Castillo, City Attorney

EXHIBIT A

Sports Park Phase One

[attached behind]

APPROVED
City of Santa Paula Planning Division
By: Trayci Nelson
Date/Time: 04/23/2021 1:00 PM



EA1 - HARVEST SPORTS COMPLEX

Conceptual Layout Phase 1 - LP.01

DESIGN STUDIOS
LANDSCAPE DEVELOPMENT, INC
DATE : 4/6/2021

EXHIBIT B

Form of Sports Park Turf Maintenance Agreement

[attached behind]

SPORT PARK TURF MAINTENANCE AGREEMENT

BY AND BETWEEN THE CITY OF SANTA PAULA AND LEWIS LIMONEIRA COMMUNITY BUILDERS, LLC

This Maintenance Agreement ("Agreement") is made and entered into as of November 20, 2024 by and between the CITY OF SANTA PAULA, a California municipal corporation and general law city ("City"), and LEWIS LIMONEIRA COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("LLCB"). The City and LLCB are individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. On or about February 26, 2015, the City of Santa Paula ("City") and Limoneira Company entered into the First Amended and Restated Development Agreement (the "2015 Development Agreement") for developing the area commonly known as "East Area 1" for a mixed-use planned community ("Harvest") on real property shown in Tract Map No. 5854 recorded in the Official Records of Ventura County ("Official Records") on December 28, 2017, as Document No. 20171220-00164292-0 ("Property").

B. Pursuant to Subdivision (c) of Section 3.1.1 of the First Amended and Restated Development Agreement, as amended by Amendment No. 3 to the 2015 First Amended and Restated Development Agreement, dated March 23, 2024 and recorded in the Official Records on March 27, 2024 (No. 2024000019101) (hereafter, "Development Agreement"), LLCB is required to work with the City to establish turf areas and associated turf irrigation for Phase 1 of the Santa Paula Creek Sports Park (the "Sports Park Turf") to City's reasonable satisfaction before City accepts and assumes maintenance obligations of the turf and irrigation system.

C. City is the fee owner of the real property designated for the Santa Paula Creek Sports Park.

D. City and LLCB have been diligently collaborating to ensure adequate establishment of the Sports Park Turf.

E. City staff will be recommending City Council accept the Sports Park Turf at a November 20, 2024 regular meeting.

F. City has requested and LLCB has agreed to maintain the Sports Park Turf through January 1, 2025 to allow City time to secure sufficient resources for turf maintenance.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and LLCB agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct.

2. Term. This Agreement will be in effect until January 1, 2025 and will automatically terminate as of such date, unless extended by mutual written agreement of the Parties.

3. Phase 1 Site. The Sports Park Turf is located in what is referred to as "Phase 1" of the Sports Park – the approximately 26 acres within Parcel F of Tract No. 5854 recorded in the Official Records of the Ventura County Recorder's Office on January 10, 2019 (No. 20180110-000304-0) (the "Site").

4. Turf Maintenance. LLCB will maintain the Sports Park Turf to City's reasonable satisfaction.

5. Right to Access. City grants to LLCB and its contractors a non-exclusive license to enter the Site to access and maintain the Sports Park Turf.

6. Indemnification.

   6.1. LLCB shall defend and indemnify the City in accordance with Section 15.3 of the Development Agreement.

   6.2 The Parties agree that this Section 6 will remain in full force and effect for five (5) years following the termination of this Agreement.

7. Applicable Law. This Agreement is governed by, and shall be construed in accordance with the laws of the State of California. The venue of any litigation pertaining to this Agreement will be Ventura County, California.

8. No Waiver. The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or the City's waiver of any breach hereunder, shall not relieve LLCB of any of its obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the City's actions are intentional or unintentional.

9. Authority. Each person executing this Agreement represents that (i) his or her execution thereof has been duly authorized by the Party on whose behalf that person is executing the Agreement; (ii) no consent of any other person or entity is required for such person to enter into this Agreement; and (iii) he or she has the legal power and authority to bind LLCB to the terms and conditions in this Agreement and to carry out the obligations set forth in this Agreement to the full extent stated.

10. Construction, References, and Captions.

10.1. Simple Construction. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.2. Section Headings. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

11. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to maintenance of the Sports Park Turf, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

12. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13. Signatures. This Agreement may be signed in parts.

Signatures on next page.

DRAFT

SIGNATURE PAGE TO
SPORTS PARK TURF MAINTENANCE AGREEMENT

In witness thereof, the Parties hereto have executed this Agreement as of the first date written above:

CITY OF SANTA PAULA

By:
_____
Dan Singer, City Manager

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LEWIS SANTA PAULA MEMBER, LLC,
a Delaware limited liability company,
Its Manager

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation,
Its Manager

By:_____
David Lauletta, Vice President
Regional Planned Communities

ATTEST:

By:
_____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

By:
_____
Monica Castillo, City Attorney

DRAFT

OPEN SPACE

SPORTS PARK PHASE 2

SPORTS PARK PHASE 1

26660
UGP.01 BL 12"

TELEGRAPH ROAD

HIGHWAY 126

200' 100' 0' 200' 400'
GRAPHIC SCALE: 1"=200'

HARVEST
– AT LIMONEIRA –

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: UNION OIL BUILDING FUND AND MAINTENANCE PRIORITIES

Date: November 20, 2024

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Provide Direction to Staff Regarding the Union Oil Building Maintenance Priorities and the $2 Million Chevron Donation in order for staff to return to Council with a budget amendment.

Presented by: Greg Barnes, Parks & Recreation Director

BACKGROUND:

Since July 1, 1993, the City of Santa Paula ("City") has leased the Union Oil Building property located at 1001 East Main Street from Chevron ("Property"), through its affiliate Union Oil Company of California. The lease permitted the City to use the Property to operate an Oil Museum.

On November 16, 2022, in a move that was both unprecedented and unexpected, Chevron offered to donate the Property to the City, including the main building, the rig building, and the adjacent parking lot. Chevron also agreed to give the City a $2-million grant to pay for related deferred maintenance and, for a nominal price, various pieces of memorabilia and artifacts.

On October 18, 2023, City Council authorized the City Manager to execute a Transfer Agreement to acquire the Union Oil Building property.

As execution of the transfer agreement was underway, Council formed an Ad-hoc Committee to work alongside staff to develop a Request for Proposals (RFP) to help identify potential and interested users of the building. In development of the RFP, three public workshops were held garnering community feedback on the building's future use.

This effort garnered five (5) proposals and culminated in the ad-hoc committee and staff bringing forward a recommendation to the full Council at the October 15, 2024, Council Study Session to move forward with three of the organizations and enter into lease / license agreements with each of them. Staff will be returning with those lease / license agreements at a future meeting for Council's consideration.

ANALYSIS:

Tonight, staff is hoping to have a discussion and receive feedback from Council related to maintenance priorities for the building and the spending of the $2-million donation from Chevron. Staff will return at a future Council meeting to memorialize the direction related to the $2-million and will bring back any contracts related to building maintenance that require Council's approval.

For reference, staff has included the Deferred Maintenance Report (EXHIBIT A), which was created as part of the City's due diligence during the property acquisition period. Included in the report are estimated costs for the various repairs recommended, totaling $2,775,396.00. The Transfer Agreement restricts use of the $2-million donation to repairs and work detailed in the Deferred Maintenance Plan. Any donation of funds that are not used within 24 months after the transfer closing on December 27, 2023 (i.e. by December 27, 2025) are to be placed in an endowment fund dedicated to building maintenance, repair, and improvements.

The future maintenance needs of the Union Oil Building and the ability to financially support those needs are of the utmost importance when considering how to spend the donation and prioritize the maintenance needs. The general fund is already stressed when it comes to funding our facility maintenance needs and adding another building to the City's inventory only adds to that stress; with that in mind staff is recommending the following:

1. That we spend up to $1-million dollars on deferred maintenance now and deposit the remaining $1-million into two interest-bearing accounts (endowments); one account for ongoing maintenance, the other for larger Capital Improvement Projects.

2. All revenue earned from the Union Oil Building property be deposited into the two interest-bearing accounts with a goal to continue to build on the fund balances which in return will increase the maintenance budget annually.

Staff anticipates the property will generate an estimated $100,000 per year in revenue ($60,000 in tenant rent, $30,000 from special events, $10,000 from special event rentals).

3. 75% of revenue is deposited into the maintenance account; 25% of revenue is deposited into an account for future Capital Improvement Projects (CIP). The CIP fund can be used as needed to fund large Council-approved capital building projects.

4. Only 90% of the interest earned annually can be budgeted for ongoing maintenance **OR** half of the annual revenue plus 90% of the interest earned annually can be budgeted for ongoing maintenance.

Recommended Maintenance Priorities:

Roof Replacement & Repair Flag Pole	$285,000
HVAC Repairs / Replacement	$175,000
Basement Abatement (Mold, Lead, and Asbestos)	$65,000

Seal Outside of Building from Moisture / Leak Repairs / Facade Restoration	$175,000
Repair Exterior Doors	$30,000
Total	**$730,000**

This list represents suggested maintenance priorities. There still may be a need to spend additional funds beyond what is recognized above based on future tenant needs and other unforeseen costs related to these upgrades and repairs.

STRATEGIC PLAN:

This item furthers the City's Council's Strategic Plan in that it will allow the City to preserve a historic resource, attract tourism, and promote the City's standing as a regional leader of the arts, culture, and entertainment reflective of the City's values and history.

FISCAL IMPACTS:

The use of the $2-million dollar donation will have no impact on the general fund. The long-term goal is to create ongoing revenue sources that can grow the endowment funds and that the interest from those funds can support the ongoing maintenance in perpetuity.

OPTIONS:

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

1. Consider allowing the full $2 million Chevron donation to be utilized for facility repairs and improvements, consistent with their donation and the $2.7 million in need. Doing so would represent a sizeable investment in the building and would minimize future issues with an aging building. On the downside, it would exhaust all available funds and would burden the City with the full cost of future improvements unless outside funding were identified or secured.
2. Limit the up-front spending to only essential improvements, like the roof replacement and some wood rot, thereby maintaining a healthier endowment, increasing the interest earnings for future improvements.
3. Take other action as recommended by the Council.

*Staff's recommendation is outlined in the Analysis section of the staff report.

ATTACHMENTS:

EXHIBIT A - UNION OIL BUILDING DEFERRED MAINTENANCE REPORT.pdf

EXHIBIT A

UNION OIL BUILDING DEFERRED MAINTENANCE REPORT

City of Santa Paula

Oil Museum Deferred Maintenance Report

September 22nd, 2023

Project Location:

1001 East Main Street Historic Oil Museum & 1033 East Main Street Vacant Lot

Santa Paula, CA 93060



Prepared By:

RWC - Robert William Company
Engineering & Land Planning Division
P. O. Box 1025, Santa Paula, CA 90361
216 North 8th Street, Santa Paula, CA 93060
(805) 671-9811

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1.0 Introduction

The purpose of this summary report is to define and quantify the extent of deferred maintenance required for the California Oil Museum currently owned by Chevron Oil Company. The following is a brief history and description of the existing structure.

The building is listed as no. 996 in the California Historical Landmarks Register and by Ventura County Cultural Heritage Board Landmark no. 36. Originally the building was the Santa Paula Hardware Company Building, and US Post Office. Now it is more commonly referred to as the Union Oil Company Building. The building is historically significant as it is considered the birthplace of the Union Oil Company on October 17,1890. The main headquarters moved to Los Angeles in 1900; however, afterwards the building continued to serve as a field division office. The Union Oil Museum was established in 1950 and in 1988 Unocal commenced a 2-million-dollar restoration, restoring the building to its original appearance in 1990, for its Centennial Celebration.

As is typical of older structures, additions were added over the years to the original building footprint. The current building comprises a total of three floors: a partial basement, ground level and a second level. The first structure was a two-story building located on the corner of 10th and Main Street. At some point a one-story addition was added to the rear of the building. Later, a storage room was added on the second floor (first floor roof). The ground level (first floor) is divided by a large staircase directly accessed from the outside serving the original Union Oil Co. offices located on the second floor. As part of the restoration a free-standing Rig Building was added to display an original restored and working 1890's oil rig. A fenced courtyard area was created between the existing Oil Museum building and new Rig Building.

The building is built in the Queen Anne style, a type of Victorian architectural style, popular in 1890 through 1910. The walls were constructed of stone, red brick, and concrete. Most of the stone came from Santa Paula Creek except for the Sespe purple sandstone trim coming from a Fillmore Quarry. The renovations on the ground floor included rooms for changing exhibits and California oil industry permanent interactive exhibits. The upstairs of the building was restored to the oil companies' 19th century corporate offices and Board Room.

In 2005, the Oil Museum was leased by the City of Santa Paula for one dollar per year with the city providing annual funds for general operations. In addition, funds have been raised and used for the expansion of the educational programs, field trips for area schoolchildren (learning programs focused on earth science, rocks and minerals, fossils, earthquake, and plate tectonics).

In 2022 Chevron Oil Company and the City of Santa Paula collectively are working towards a property transfer agreement. Included in this agreement, a deferred maintenance budget will be included. This report has been requested by the City of Santa Paula and Chevron Oil Company to review deficiencies in the property. Various consultants named in this report have been retained to identify the deferred maintenance associated with the property and create an overall deferred maintenance budget. The consultant's expertise, experience and qualifications are listed under the consultant's summary, each of them having a minimum of ten years' experience in the related field.

2.0 Consultants Qualifications List:

Alan Forbess – FCG Environmental
Lic. #: 94-1549 (CAC) and #505/504 (CAL)
Years Experience: 25+

Cory Cabral – ProActive Access
Lic. #: 630
Years Experience: 10+

Jerome Summerlin - Padres Associates Inc.
C.E.G., C.Hg. I, R.E.A. II
Years Experience: 27+

Jerome Summerlin - Padres Associates Inc.
C.E.G., C.Hg. I, R.E.A. II
Years Experience: 27+

John Mullin - Integrated Fire & Safety
Lic. #: C10-C16-502754
Years Experience: 34

Jose Ramos – JDM Plumbing Specialist Inc.
Lic. #: 866182
Years Experience: 27

Matt Ross – 805 Elite Heat and Air Conditioning
Lic. #: 1071098
Years Experience: 20+

Mike Sheets – Venco Electric
Lic. #: 446770
Years Experience: 39

Nick Ciari – 101 Roofing & Construction
Lic. #: 1097038
Year Experience: 47

Scott Taylor – Gold Coast Inspectors
Certified Indoor Environmental Consultant Lic. #: 1510066
Certified Residential Mold Inspector Lic. #: 0707015
ICC Certified Building Inspector Lic. #: 1003194-10
Years Experience: 34

RWC – Robert William Company, LLC Engineering Division
Randy Toedter – Structural Engineer
Lic. #: RCE 37316 & SE 2991
Years Experience: 43

RWC - Robert William Company, LLC A-1 Construction
General Engineer and Building Contractor
Lic. #: 716695 Class A and B
Years Experience: 20+

Report Prepared by Christina Grina
Robert William Company, LLC Engineering Division
Architect and Land Use Planner
Lic. #:C28080

3.0 Building Reports

3.1 Building Inspection

Provider:

Gold Coast Inspectors
Scott C. Taylor
I.C.C. Certified Building Inspector #1003194

4456 Whittier St.
Ventura, CA 93003

Goldcoastinspectors.com scotttaylor@goldcoastinspectors.com

Date of Report:

06/07/2023

Brief Summary:

The Oil Museum building comprises three floors and has a raised basement. Structural and seismic input required by specialists. Potential hazard materials such as: mold, asbestos, radon, and lead to be reviewed by specialists. The basement has several items that need to be addressed: there is evidence of leakage at the stone walls, the temporary sump pump requires maintenance, the foundation concrete may require rebuilding due to possible deterioration, and the electrical connections in the basement require sealing. The exterior façade and windows have cosmetic damage. They require repair and upgrades. The flat roof is in poor condition with water damage present in several areas on the second floor including skylights (see specialist inspection report 2.5). Chimney stacks also require repair for cracks. Flagpole and exterior accessories are in need of repair and/or possible replacement.

The Rig Building is substantially newer construction however there are few items that require repair: the entry doors require moisture damage maintenance, some areas of the wrought iron perimeter fencing in the courtyard have rusted, and the concrete embedded railing supports have rusted/caused cracking.

Exterior electrical outlets in the courtyard need replacement and irrigation system requires a specialist to evaluate the system.

Refer to specialist reports for Plumbing, Electrical, HVAC, and Fire Sprinklers.

See Appendix A for Full Report

3.2 Environmental Testing

3.2.1 Environmental Mold Assessment & Lead Survey

Provider:

FCG Environmental
Alan Forbess
Environmental Testing and Consulting

1009 Mercer Avenue
Ojai, CA 93023

aforbess@fcgenviro.com

Date of Report:

06/05/2023

Brief Summary:

The historic hundred- and thirty-year-old Oil Museum Building is in relatively fair overall condition with some areas in need of abatement. Primarily the areas that require attention are ones that have sustained water damage over the years resulting in varying degrees and types of mold. In addition, problematic material selections including vinyl floor tile, mastic, and the use of lead paint both once considered industry standards in the past, will require abatement to address asbestos, lead, and mold issues. The roof was found to have two problem areas. The parapet wall roofing material layers were found to have 2% Chrysotile and penetrations treated with mastic contained 5% Chrysotile.

There are significant deferred maintenance repairs related to the replacement of the entire roof and waterproofing the Basement. The roof replacement includes all items discussed in this report thereby addressing the environmental roof concerns. Waterproofing, the abatement of all identified areas and additional water damaged areas. New wall and flooring materials will be needed along with re-painting.

See Appendix B for Full Report

3.2.2 Environmental Assessment Report (Chevron) Phase I Oil Building

Provider:

Arcadis U.S. Inc.
Jesus Buenrostro
2839 Paces Ferry Road, Suite 900
Atlanta, GA 30339

www.arcadis.com

Date of Report:

03/28/2023

See Appendix C for Full Report

3.2.3 Environmental Assessment Report (Chevron) Phase I Vacant Property

Provider:

Arcadis U.S. Inc.
Jesus Buenrostro
2839 Paces Ferry Road, Suite 900
Atlanta, GA 30339

www.arcadis.com

Date of Report:

03/28/2023

See Appendix D for Full Report

3.2.3 Environmental Assessment Report provided by (Chevron) Phase I Oil Building and Vacant Property Review

Provider:

Padre Associates Inc.
Jerome K. Summerlin
Engineers, Geologists and Environmental Scientists

1861 Knoll Drive
Ventura, CA 93003

jsummerlin@padreinc.com

Date of Report:

xx/xx/2023

Brief Summary:

Pending review by Padre Associates Inc.

See Appendix E for Full Report

3.4 Structural Analysis

Provider:

RWC
Robert William Company
Randy Toedter, SE # 2991

P. O. Box 1025
Santa Paula, CA 93061

rtoedter@rwc-eng.com

Date of Report:

07/15/2023

Brief Summary:

The Union Oil Museum was retrofitted for seismic and updated to a ground motion of 0.2 g (seismic acceleration) in 1986. Copies of this permit and approved plans were observed. A site visit was made to correlate the plans to the existing building. An associate of the Structural Engineer, Kariotis and Associates also verified that the work was executed.

The Oil Museum Staff Room stone door lintel has cracked over the years and requires a new reinforced concrete replacement. Since the wall thickness is 24" in width it may be possible to retain the original stone, stabilize it by adding a continuous metal lintel with the new one cast-in-place behind it.

The quality of foundation concrete in the Basement has been questioned in the initial building inspection report and will require further testing to confirm that the integrity is compromised. Should the concrete strength not meet current code requirements, the recommended retrofit solution would include adding steel reinforcement encased with gunite.

Due to the water leakage in the cupola ceiling and the request to renovate the existing flagpole above, the advisable solution would be to re-frame the cupola roof with a matching metal structure that will allow for a new, durable and code compliant flagpole. An integrated uplight would be incorporated into the new cupola roof construction.

3.5 Roof Inspection

Provider:

101 Roofing & Construction
Nick Ciari

1075 Vaquero Circle
Oxnard, CA 93030

NCiari@101roofing.com, www.101roofing.com

Date of Report:

07/13/2023

Brief Summary:

The Union Oil Museum roof comprises two levels of roof surface both have only one layer of torch down rolled roofing with severe degradation. It is recommended that new parapet counter flashing, new roof hatch with safety rails, new access ladder, scuppers, new elevated HVAC curbs, and new skylights are all required. In addition, all existing roof material to be removed and replaced. Existing deck mounted whirly birds must be replaced with curb mounted gravity vents. In addition, current building codes require a treaded walk path from the roof access point(s) to the AC. The cupola and flagpole assembly will also need to be revised to accommodate a new flag pole (refer to Structural Analysis Report).

3.6 Electrical Inspection

Provider:

Venco Electrical
Stephen Parama, General Forman/Project Manager

2360 Sturgis Road
Oxnard, CA 93030

stephenpvenco@yahoo.com

Date of Report:

xx/xx/2023

Brief Summary:

Pending review by Venco Electrical

3.7 Plumbing Inspection

Provider:

JDM Plumbing
Jose Ramos, General Forman/Project Manager

134 N. 11th St.
Santa Paula, CA 93060

jdmplumbingoffice@gmail.com

Date of Report:

07/13/2023

Brief Summary:

Upon conducting a thorough inspection of the museum's plumbing system, several key findings have been identified. Firstly, there are separate women's and men's restrooms located downstairs, with an additional restroom featuring a mop sink in a private room on the first floor. Furthermore, an extra restroom is present on the second floor. Notably, it has been observed that the floor sink in the basement is experiencing drainage issues due to a malfunctioning pump.
To address these plumbing concerns and ensure optimal functionality and efficiency, several recommendations are proposed:
Primarily, it is advised to undertake a comprehensive update of all restroom facilities. This would include sinks, toilets, and angle stops. Additionally, urgent attention is required for the basement's floor sink, necessitating the installation of a new pump to facilitate proper water drainage into the city's storm drain. Moreover, the sewer pipe's current condition appears in fair condition given its cast iron material. Nevertheless, it is advisable to plan for all waste lines to be replaced in the future. To maintain its condition in the interim, regular hydro-jetting of the sewer line every six months is highly recommended.

3.8 Mechanical Inspection

Provider:

805 Elite Heat and Air Conditioning LLC
Matt Ross

12 Estates Ave,
Ventura, CA 93003

805eliteinfo@gmail.com

Date of Report:

07/25/2023

Brief Summary:

The Oil Museum Building and Oil Rig Building equipment appears to be in poor condition and exceeds fifteen years in age. All heating and cooling elements will require replacement. The existing Oil Museum Building system comprises multiple exterior split systems, it appears that all are 5-ton capacity range units, with the exception one large package unit in the 7-to-10-ton range. In addition, all interior equipment was inspected and will also require replacement due to age. Current access to the exterior units was made difficult due to poor ladder access. Future replacement of the units will also include new access ladders and access pathways. At time of replacement, it is recommended that a mechanical engineer identify new equipment requirements and calculate loads based on current code compliancy. More energy efficient systems will be utilized to treat the designated spaces.

3.9 Fire Inspection

Provider:

IFS - Integrated Fire Safety
John Mullin

1229 N. Ventura Ave.
Ventura, CA 93001

Date of Report:

08/01/2023

Brief Summary:

Fire sprinklers were present on all floors of the Oil Museum Building and the Oil Rig Building. Inspection tags were outdated for all fire extinguishers and inspection records for fire sprinkler systems were not found. It is recommended that this system is immediately tested and regularly tested as a part of an annual maintenance plan. Initial inspection may involve draining of the system and replacing all fire sprinkler heads.

3.10 Site Accessibility Evaluation (CASp)

Provider:

ProActive Access
Cory Cabral, CASp-630

www.ProactiveAccess.com

Date of Report:

07/20/2023

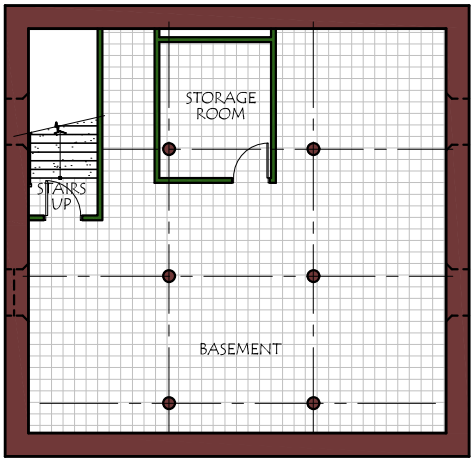
Brief Summary:

The extensive report itemizes every condition in the Oil Museum, Oil Rig Building, courtyard, and general site access. Many of the entrance doors, ramps, stairs, handrails, clearances, trash enclosure, and paths of travel **DO NOT** meet current ADA code requirements. In addition, the existing Toilet Rooms **DO NOT** comply with current codes. The existing guest car parking area, existing path of travel and existing trash enclosure at the rear of the Oil Museum do not comply with current ADA code requirements. It is recommended to initiate a facility update study prior to commencing Oil Museum Building upgrades, and determining future facility uses by the City of Santa Paula.

See Appendix E for Full Report

4.0 Building Plans

4.1 Oil Museum Basement Floor Plan

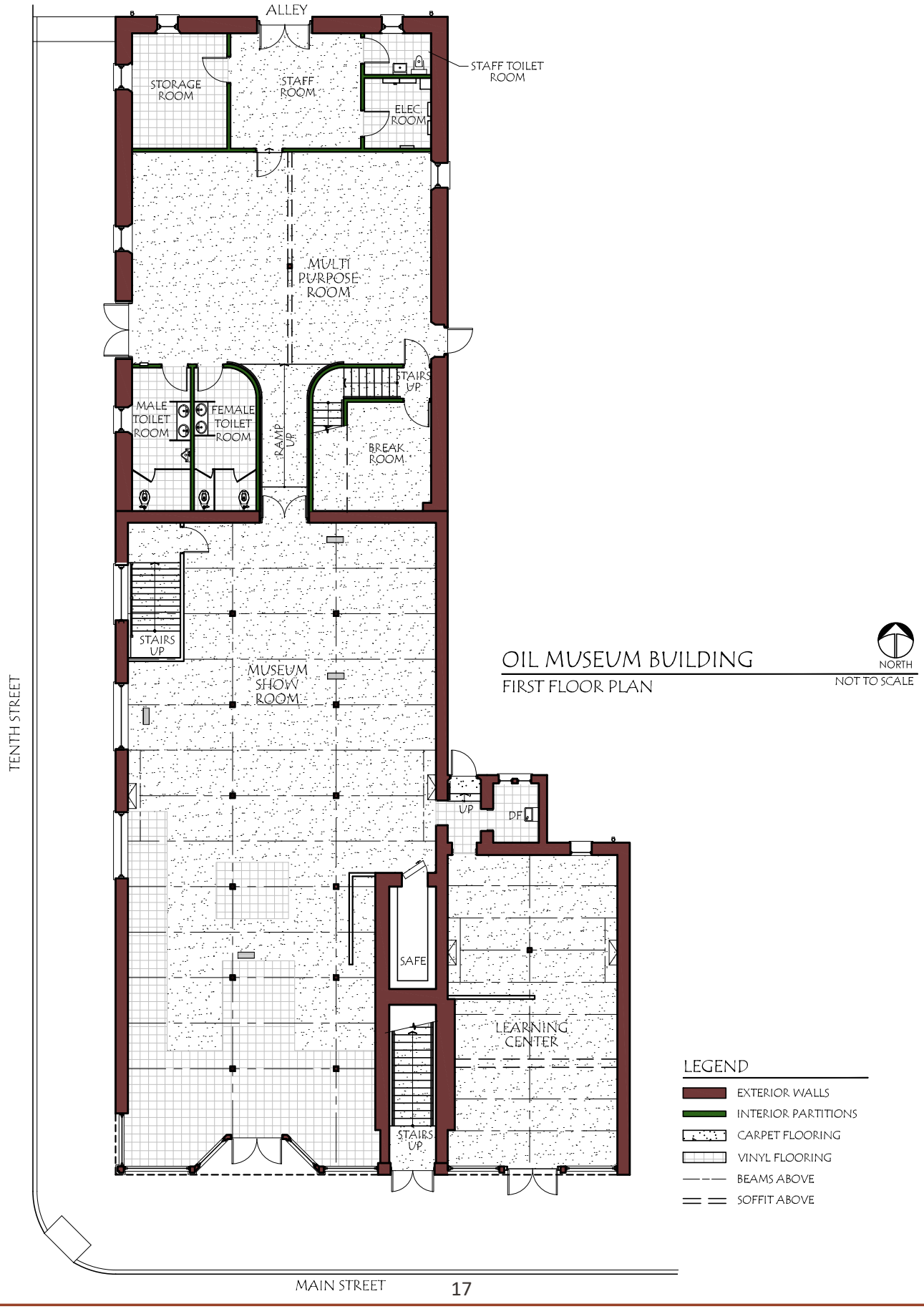


OIL MUSEUM BUILDING
BASEMENT FLOOR PLAN

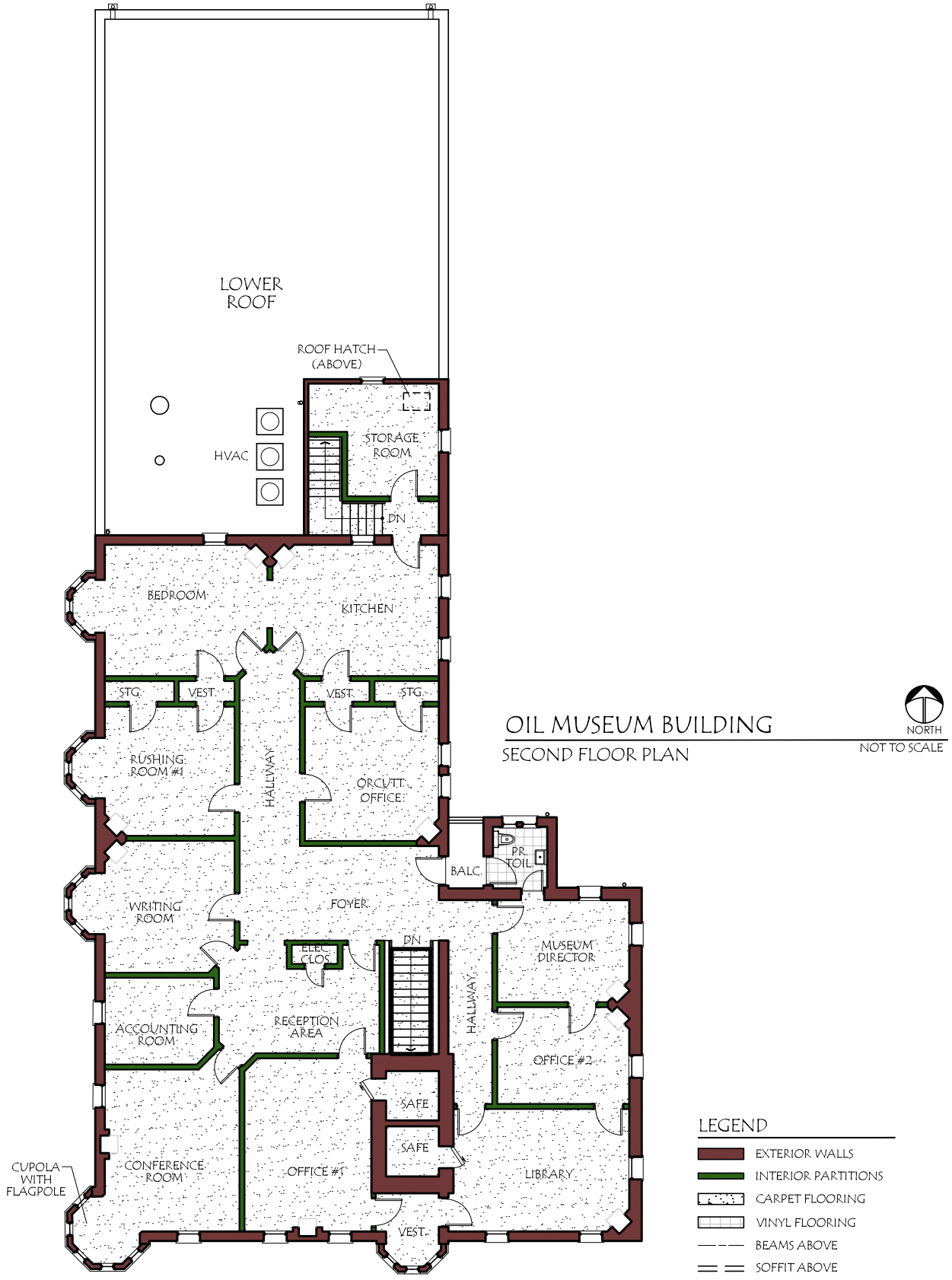
NORTH
NOT TO SCALE

LEGEND
- EXTERIOR WALLS
- INTERIOR PARTITIONS
- CARPET FLOORING
- VINYL FLOORING
- BEAMS ABOVE
- SOFFIT ABOVE

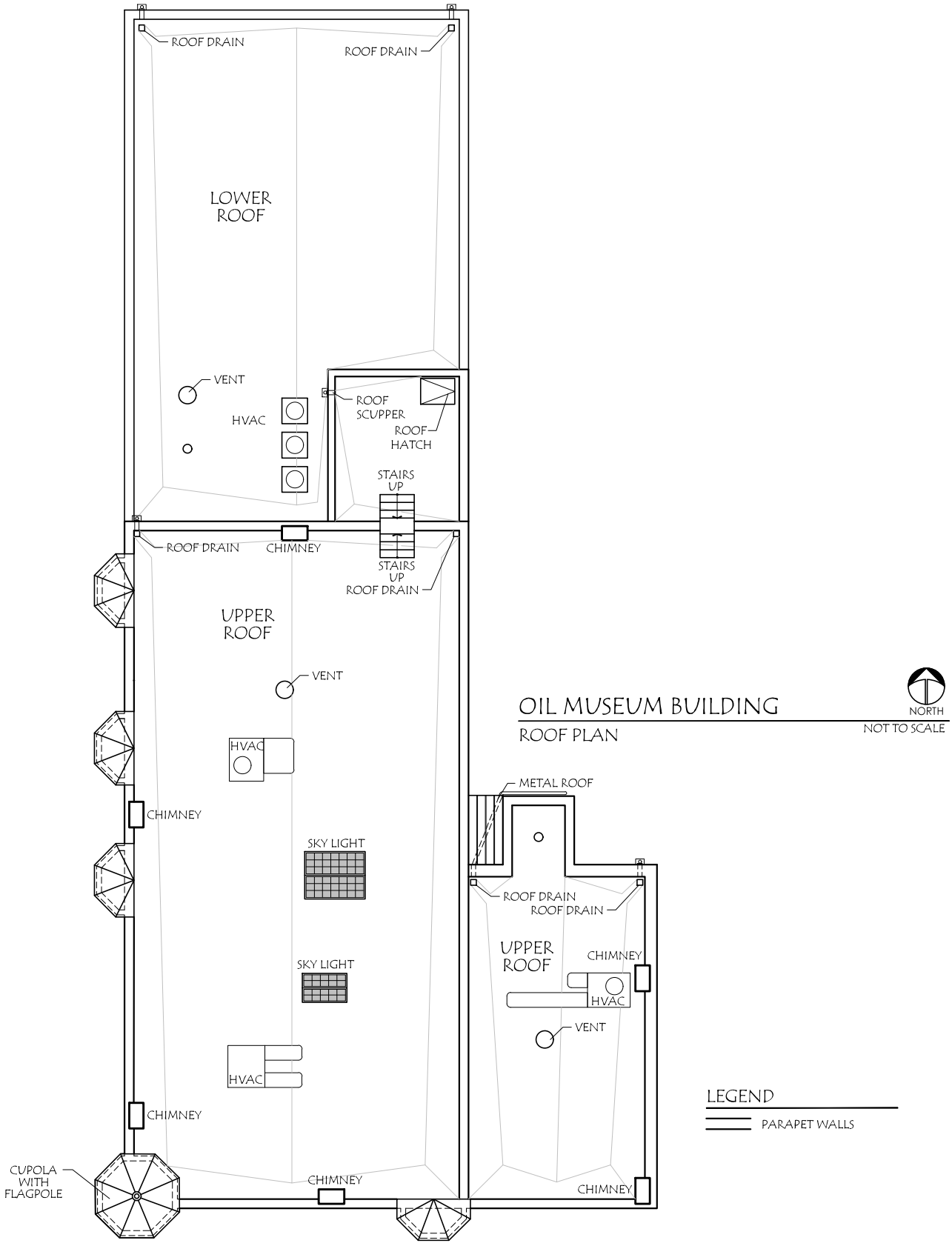
4.2 Oil Museum First Floor Plan



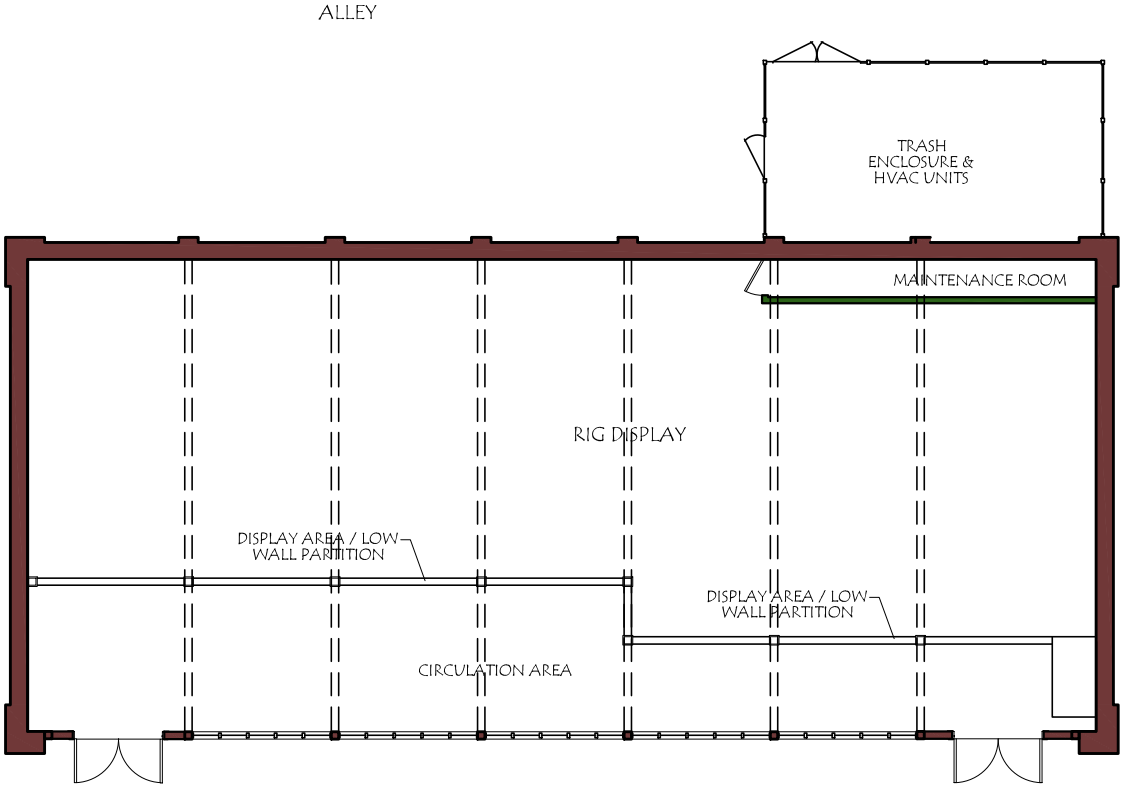
4.3 Oil Museum Second Floor Plan



4.4 Oil Museum Roof Plan



4.5 Oil Rig Building Floor Plan



OIL RIG BUILDING
FLOOR PLAN

NORTH
NOT TO SCALE

LEGEND
EXTERIOR WALLS
INTERIOR PARTITIONS
SOFFIT ABOVE

5.0 Building Photos

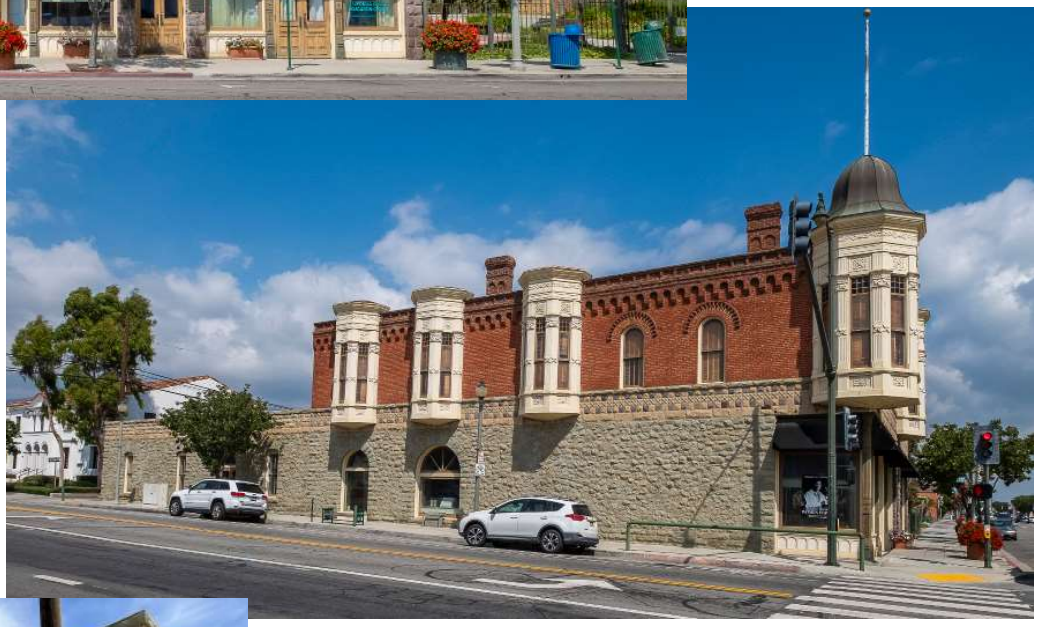
5.1 Oil Museum Exterior



Main Street Elevation



Column Detail



10 th Street Elevation



Alley



Cupola Detail



Side Entrance

5.2 Oil Museum Interior - First Floor









Museum Showroom

Displays







Displays

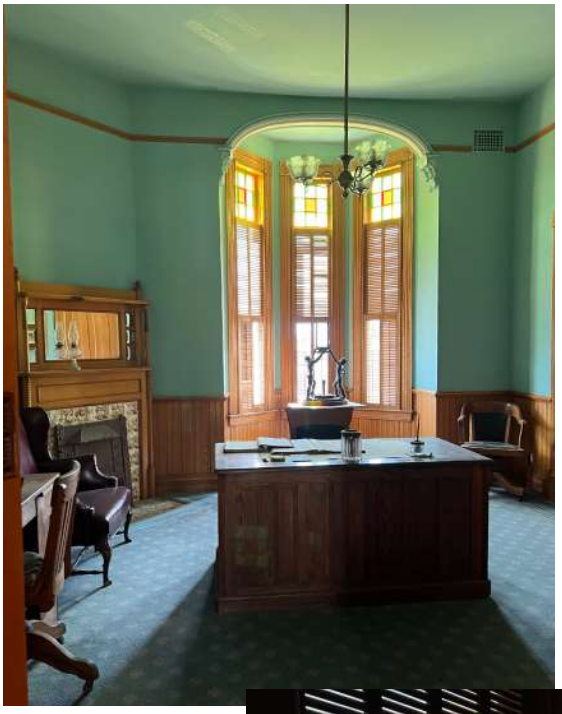


Multi-Purpose Room

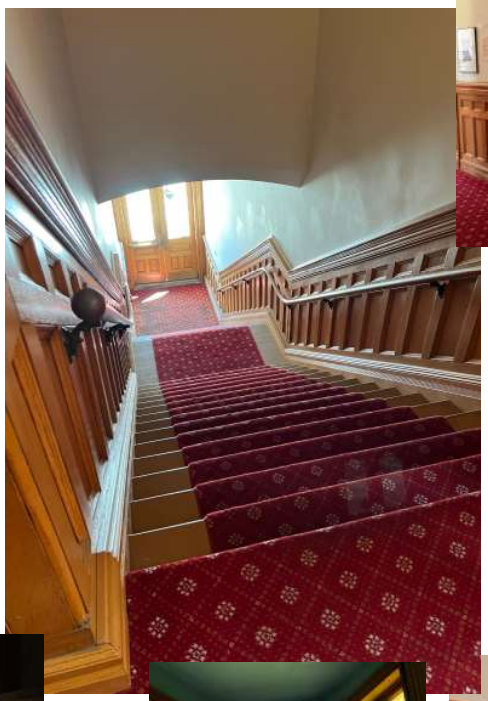


Ceiling Detail

5.3 Museum Interior - Second Floor



Conference Room



Main Entry Stair
Second Floor



Display Hallway



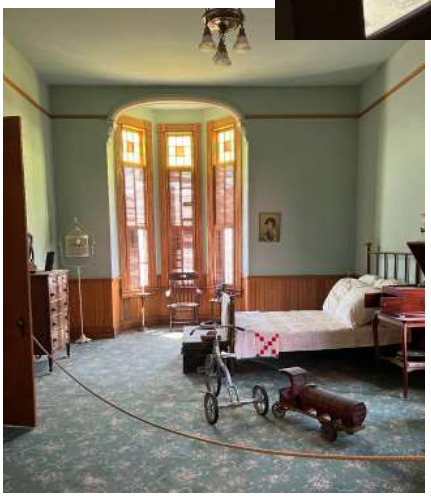
Courtyard View



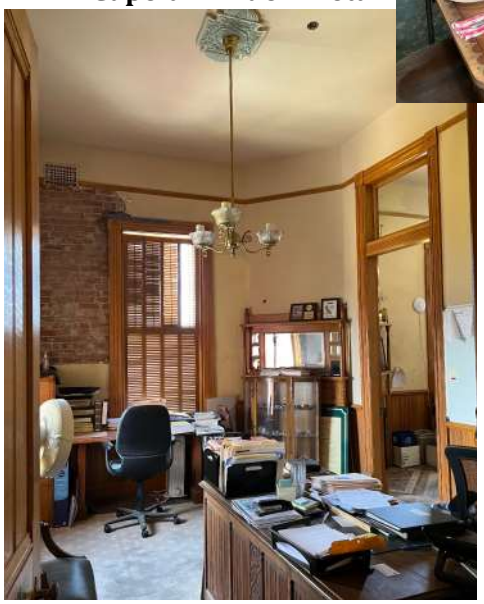
Cupola Window Detail



Time Period
Display
(Dining Room)



Time Period Display
(Bedroom)



Museum Director Office

5.4 Oil Rig Building



Oil Rig Building & Courtyard Area



Oil Rig Building South Facade



Interior - Oil Rig Display



Courtyard, Oil Museum & Oil Rig Building

5.5 Vacant Lot



Existing Vacant Lot (Parking Area)



Existing Parking Area



Existing Trash Enclosure &
Oil Rig Building HVAC

6.0 Cost Summary Analysis

Deferred Projected Maintenance Budget

Oil Museum Building

#		Work	Description	Qty	Remarks	
1.00		**Abatement**				167,780
	1.01	**Mold**				
		1.01.01 Basement - entire floor area	Isolate area w/6 mil. plstc. shtg. and place under	1,266 sq. ft.		
		1.01.01.01 Storage Room	neg. pressure w/HEPA filtration equip. Remove/ cover/discard stored items, remove imp. drywall 2' beyond extent of impact, abrasively clean wd. frmg. & exp. surfaces.			
		1.01.02 First Floor	Isolate imp. walls/ceilings w/6 mil. plstc. shtg. and			
		1.01.02.01 Toilet Rooms	place under neg. pressure w/HEPA filtrationequip.	297 sq. ft.		
		1.01.02.02 Electrical Room	Remove areas of imp. Lower plaster and remed.	69 sq. ft.		
		1.01.02.03 Stairwell to Basement*	mold wall 2' beyond extent of impact, abrasively	103 sq. ft.	* confirm	
		1.01.02.04 Educational Room*	clean wd. frmg. & exp. surfaces.	757 sq. ft.	* confirm	
		1.01.03 Second Floor	Isolate bay window, hallway, east wall area w/6			
		1.01.03.01 Conference Room	mil. plstc. shtg. and place under neg. pressure w/	51 sq. ft.		
		1.01.03.02 Hallway	HEPA filtration equip. Remove areas of imp. pla-	110 sq. ft.		
		1.01.03.03 East Wall Areas	ster ceiling and remed. mold wall 2' beyond ext.	640 sq. ft.		
		1.01.03.04 Kitchen Display Room	of impact, abr. clean wd. frmg. & exp. Surfaces	273 sq. ft.		
		1.01.04 Roof				
		1.01.04.01 Parapets		512 lin. ft.	Total max.	
		1.01.04.01 Cupolas/Flagpole		120 sq. ft.		
		1.01.04.01 Skylights & Access Hatch		66 sq. ft.		
		1.01.04.01 HVAC Equip		60 sq. ft.	estimated	
	1.02	**Asbestos**				
		1.02.01 Basement	9" sq. green VFT/debris under post	1 sq. ft.		
		1.02.02 First Floor				
		1.02.02.01 Floor tile @ Storage Room & Toilet Room	12" over 12" sq. beige VFT w/mastic Stg & Toil. Rm.	50 sq. ft.		
		1.02.02.02 Floor tile @ Passing Rm & Stg	12" sq. beige VFT	85 sq. ft.		
		1.02.02.03 Interior plaster on walls	Male & Female Toilet Rooms	TO		
		1.02.03 Second Floor				
		1.02.03.01 Vinyl sheet flooring @ Office #1	VSF Brown	240 sq.ft.		
		1.02.03.02 Mastic @ Bedroom	With felt	Unknown		
		1.02.04 Roof				
		1.02.04.01 HVAC units on South Facing Roof	3 no. incl mastic and tape	50 sq. ft.		
		1.02.04.02 Roofing debris in attic	First floor above Toilet Rooms	Unknown		
		1.02.04.03 Parapet walls		Unknown		
	1.03	**Lead**				
		1.03.01 Basement	Round metal support posts			
		1.03.02 First Floor	Columns, beams, ceilings, doors & windows			
		1.03.03 Second Floor	Windows, doors, fireplace hearth			
		1.03.05 Roof	Windows, doors, transomes			
2.00		**Demolition/Needed for Abatement & Maintenance Improvements**				84,410
	2.01	Structural elements				
		2.01.01 Basement foundation	Conc. clean up/remove debris	1,567 sq. ft.		
		2.01.02 First Floor	Post abatement if req'd	2,535 sq. ft.		
		2.01.03 Roof	1 ply rf. mtl., flagpole, skylts. Wbirds, scpr & vents	sq. ft.		
	2.02	Walls	Removal of drywall partitions at Basemnt. Stg. Rm			
	2.02	Carpeting (remove all existing)	First Floor, Second Floor and all stairs	2,535 sq. ft.		
	2.03	Access elements	Entrance doors, thresholds, stairs, roof hatch			
	2.04	Electrical (non code compliant only)	Removal of old sockets & Jboxes			
	2.05	Mechanical	Removal of entire exist'g HVAC system			
	2.06	Plumbing	Removal of compr. piping, drnkg. ftn., wtr. htr. , gas lines & angles			
3.00		**Structural**				193,015
	3.01	Basement foundations	Gunite existing stone walls w/reinf.	994 sq. ft.		
	3.02	Roof Access Hatch	Reframe /enlarge opening	16 sq. ft.		
	3.03	Roof HVAC new platforms w/curbs	est. 3' sq. units w/6" curb	48 sq. ft.		
	3.04	New Flagpole at corner cupola roof	New metal cupola structure w/flagpole & light	1 no.		
	3.05	Double door off alley	Replace exist'g stone lintel with concrete	1 no.		

4.00		**New Flooring**			277,294
	4.01	Basement			
		4.01.01 Epoxy type floor covering?	Labor & mtls est. $20 psf	1,266 sq. ft.	
	4.02	First Floor			
		4.02.01 New carpet tile & vinyl base	Labor & mtls	5,319 sq. ft.	
		4.02.01.01 LVT alternative			additional cost
		4.02.02 New ceramic tile @ wet areas & Elec. Rm.	Labor & mtls	366 sq. ft.	
	4.03	Second Floor			
		4.03.01 New carpet tile w/exist'g wood base	Labor & mtls	3,900 sq. ft.	
		4.03.01.01 LVT alternative			additional cost
5.00		**Walls**			143,500
	5.01	Basement			
		5.01.01 Stone wall interior repair	See structural (above) add waterproofing	994 sq. ft.	
		5.01.02 Partition wall repair	new w/ 5/8" gypbd type "x" ea side	sq. ft.	
		5.01.03 Stairwell		sq. ft.	
	5.02	First Floor			
		5.02.01 Stone wall interior repair @ Male T. R.	Waterproof wall and re tile (170 sq. ft.)	170 sq. ft.	
		5.02.02 Stone wall interior repair at Staff T. R. & Elec Rm	Waterproof wall and re tile (220 sq. ft.)	220 sq. ft.	
		5.02.03 Partition wall repair @ Male T. R.	new w/ 5/8" gypbd type "x" ea side	70 sq. ft.	
	5.03	Second Floor			
		5.03.01 Brick wall interior repair	Repair plaster and repaint	228 sq. ft.	
	5.04	Roof			
		5.04.01 Repair parapet walls as needed		unknown	
		5.04.02 Repair chimney stacks for seismic issues	Repair with anchor straps & mortar	10 no.	
6.00		**Ceilings**			76,380
	6.01	First and Second Floor ceiling repair	General Areas		
		6.01.01 Plaster ceiling w/lath at cupola only	Offices		
7.00		**Doors Not Included**			
	7.01	Interior			
		7.01.01 Enlarge door openings for ADA compliancy		no.	
		7.01.02 New ADA compliant doors		no.	
		7.01.03 Door hardware	ADA compliant handles & closures	no.	
	7.02	Exterior			
		7.02.01 Enlarge door openings for ADA compliancy	Rebuild Entry/exit thresholds	no.	
		7.02.02 New ADA compliant doors		no.	
		7.02.03 Door hardware	Add panic hardware & ADA compliant closure	no.	
8.00		**Toilet Rooms - Full Upgrade & Fixture Replacement**			237,127
	8.01	Remodel First Floor Staff Toilet Room			
		8.01.01 Enlarge /redesign for ADA compliancy	Create separate Janitor Closet w/mop sink		
	8.02	Remodel First Floor Female Toilet Room			
		8.02.01 Enlarge /redesign for ADA compliancy			
	8.03	Remodel First Floor Male Toilet Room			
		8.03.01 Enlarge /redesign for ADA compliancy			
	8.04	Remodel Second Floor Private Toilet Room			
		8.04.01 Enlarge /redesign for ADA compliancy			
9.00		**Painting**			282,938
	9.01	Basement			7' ceiling ht.
		9.01.01 Walls			
		9.01.02 Ceiling			
	9.02	First Floor			12' ceiling ht.
		9.02.01 Walls			
		9.02.02 Windows and trimwork			
		9.02.03 Ceiling			
	9.03	Second Floor			12' ceiling ht.
		9.03.01 Walls			
		9.03.02 Windows and trimwork			
		9.03.02 Ceiling			
	9.04	Exterior			
10.00		**Electrical Allowances (pending)**			
11.00		**Plumbing (Waste & Suppy line Upgrades)**			70,450
	11.01	Interior			
		11.01.01 Cleanout/hydrojet sewer lines	Future - replace sewer lines (not incl in quote)		
		11.01.02 Replace fixtures and angle stops			
		11.01.03 Replace basement mop sink & sump pump			
		11.01.02 Replace exist'g drinking fountain with new one	ADA compliant	1 no.	
	11.02	Exterior			
		11.02.01 Verify water shut off valves are in working order	Replace if needed		
		11.02.02 Verify Irrigation system is in working order	Replace valves, lines, emitters as req'd		

12.00		**Mechanical Allowance**			133,200
	12.01	Museum Building install new HVAC system	5 ton split system equip. , ducts & thermostats	3 no.	
13.00		**Fire Protection**			22,500
	13.01	Fire Sprinklers -update existing system	Install new sprinkler heads	70 no.	
	13.02	Fire extinguishers	Test, re-tag & replace as required		
14.00		**Roofing**			262,025
	14.01	Reroof entire Museum Building	New HVAC curbs, roof hatch, acces ladder, treaded walk paths, skylights, metal scuppers and pass through drains, flashing, roof to roof ladder, bridge parapet walls & pitch pockets		
15.00		**Signage Not Included**			
	15.01	Room Id & ADA door signs			
16.00		**Misc. Allowance**			29,000
	16.01	Update display units to meet ADA code		no.	
	16.02	Update Reception desk to meet ADA code		1 no.	
	16.03	Update ramp @ Display Hall and Multi Purpose Rm	ADA compliant and code compliant handrail	1 no.	
	16.04	Update/Remove awnings @ front façade	Replacement same config. est. 4K ea.	7 no.	
	16.05	Repair broken window	Upstairs Bedroom (North side) 1K est.	1 no.	
	16.06	Repair all window seals	Include with paint bid		
				Sub Total	1,979,619

Oil Rig Building

#		Work	Description	Qty	Remarks
17.00		**General Repairs**			52,900
	17.01	Access elements	Entry/exit thresholds and hardware		
	17.02	Repair exit door water damage	Sand, treat/repair and reseal doors & side panels	2 no.	
	17.03	Replace HVAC system	New 7-10 ton system equipment	1 no.	
				Sub Total	52,900

Overall Site

#		Work	Description	Qty	Remarks
18.00		**General Repairs**			23,330
	18.01	2.03.01 Courtyard fence	Replace rusted panels, prime and paint		
	18.02	2.03.02 Access elements	Exterior ramps, drain grates, Museum main entry paving, guardrail supports and trash enclosure		
	18.03	Landscape	Irrigation review/repairs as req'd		
				Sub Total	23,330

Total	**2,055,849**
Engineering and Design fees (20%)	**411,170**
General overall Contingency (15%)	**308,377**
Grand Total	**2,775,396**

7.0 Conclusion

This comprehensive summary report has defined and quantified the extent of deferred maintenance required for the California Oil Museum to be considered functional in the future. Substantial additional costs would be incurred should the new owner and/or tenant choose to change the use of the existing museum. However, based on the findings in this report, priority needs to be given to all exterior repairs and Basement drainage issues.

The estimated deferred cost of $2,775,396 (two million, seven hundred seventy-five thousand, three hundred ninety-six dollars) includes: the recommended abatement, required demolition, addressing minor structural items, roof replacement, wall, and ceiling repairs, upgraded electrical work, upgraded plumbing, compliance of fire sprinkler systems, installation of HVAC equipment and systems, maintenance of window and flooring, interior and exterior paint. This estimated budget DOES NOT HAVE an allowance for related engineering and design fees. Additional building uses will require a review of current accessibility code requirements including but not limited to: all the Toilet Rooms, stairs, ramps, handrails, guardrails, exit doors, interior doors, door hardware, signage, displays, reception desk, parking, path of travel, trash enclosure and vertical circulation.

As an historically registered building, the Oil Museum may be able to waive some of the ADA accessibility code requirements. Once a future use determination is made, then further investigation can determine the required code compliance and associated costs.

8.0 Appendices

A. **Building Inspection Report**

B. **Environmental Mold Assessment & Lead Survey Report**

C. **Environmental Assessment Report (Chevron) Phase I Oil Building**

D. **Environmental Assessment Report (Chevron) Phase I Vacant Property**

E. **Environmental Assessment Report Review**

F. **CASp Report**

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Christy Ramirez, Finance Director

Subject: 2023/2024 YEAR END FISCAL REPORT

Date: November 20, 2024

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council receive the FY 2023/2024 Year End Fiscal Report.

Presented by: Finance Director Christy Ramirez

BACKGROUND:

The purpose of this report is to review the unaudited year end activity of FY 2023/24. The Fourth Quarter (Year-End) Financial Review is intended to provide the City Council the opportunity to review the City's Annual FY 2023/24 Operating Budget, which was adopted on June 21, 2023, and then amended throughout the fiscal year, and to report on the un-audited year-end financial activity. This is an overview of the revenue and expenditure activity in the General Fund, as well as the City's Special Funds. The first section of this report is a summary of the financial activity for the City's most significant fund, the General Fund, as of June 30, 2024. When necessary, staff may also include discussion on other miscellaneous funds and Capital Improvement Program (CIP) projects. The figures presented here are un-audited and may change upon the conclusion of the independent year-end audit that is currently underway.

ANALYSIS:

GENERAL FUNDS -

The General Fund is the general operating fund of the City and accounts for activities and services traditionally associated with general municipal services. When discussing the General Fund in this report, included is the sub funds such as Measure T and Recreation Program funds.

Overall, revenues and expenditures for the General Fund ended lower than expected due to delayed development related revenues and continued short staffing throughout departments. Details regarding revenue and expenditure performances and previous Council approved budget appropriations incurred this fiscal year are further outlined in this report.

General Fund Revenue Analysis:

The tables and summary information below provide additional detail on the revenue activity to date on a budget to actual comparison.

All General Funds	Budget	Actuals	Actuals % of Budget
Charges for Service	3,076,316	1,135,394	36.9%
Licenses & Permits	272,111	599,719	220.4%
Fines & Penalties	95,000	81,909	86.2%
Other Revenue	373,652	294,434	78.8%
Intergovernmental Revenues	1,127,371	957,736	85.0%
Property Related	5,157,614	5,373,823	104.2%
Sales Tax	7,972,364	7,493,054	94.0%
Other Taxes	420,500	416,171	99.0%
TOT	140,000	83,355	59.5%
Business License	140,500	127,429	90.7%
Real Property Transfer Tax	140,000	205,387	146.7%
Franchise Fee	1,067,750	1,312,395	122.9%
Investments & Rents	162,365	(39,868)	-24.6%
Transfers	2,243,204	2,730,674	121.7%
TOTALS	21,968,247	20,355,442	92.7%

Licenses and Permits revenue categories have exceeded target levels. Permits budgeted for FY 23/24 primarily consist of regular ongoing activity and are not heavily dependent on development activity. However development activity that was expected in FY 24/25 began to occur sooner than expected. The Building Permit category alone came in over $260,000 above budgeted figures. This overage helps offset the shortfalls throughout other revenue categories, discussed below.

Charges for Services is seeing a significant shortfall primarily due to development activity, specifically in Plan Check Fees. As noted in the mid year report, the remaining revenues totaling approximately $1.7 million did not materialize in FY 23/24 but are expected in FY 24/25. Also coming in below budget are Miscellaneous Department Reimbursements for the Parks and Recreation Department due to a delay in reimbursement for the Summer Camp Program, as well as decreased revenue from the School Resource Officer due to only partially covering the school year.

Other Revenues encompasses all other revenues not otherwise mentioned. This category is trending about $80,000 under budget due to the duplicate revenue budget mentioned at the mid year report for $75,000 in staff staff reimbursement related to the Solid Waste Franchise Agreement.

The **Intergovernmental Revenue** category, which includes the **Prop 172 sales tax** (sales tax for public safety activities) and miscellaneous grant funding came in under budget due to Youth Sports Program grant reimbursement not yet occurring.

The **Property Tax** category is composed of two payment types - the “Traditional” Property Tax, which are received in large part during the months of December and April, and the Property Tax in Lieu of Motor Vehicle License Fees (MVLF) which is received in two payments during January and May. Traditional property taxes ended the year about $200,000 above budgeted figures due to residual appropriations. As residual property tax varies by year, it is not typically budgeted for.

The annual **Sales Tax** budgeted figure of $7.9m is comprised of twelve (12) monthly payments for the traditional Sales Tax line item, as well as an equal amount of payments for the Measure T 1% Sales Tax. While Measure T sales tax came in around the budgeted amount with the anticipated shortfall of $101,466, traditional sales tax did not fare as well as it came in $377,843 below budget, lower than what was anticipated during the third quarter fiscal report.

Other Taxes consists of three subcategories including **Transient Occupancy Tax (TOT), Business License, and Real Property Transfer Tax. TOT** actual revenues are trending on target in comparison with prior year totals, however there is a delay in receiving transient occupancy tax and as such the category overall is only on trend due to the increased Real Property Transfer Tax which came in over budget.

The City collects **Franchise Fees** from five main service provider sources (Cable, Electric, Gas, Pipeline, Solid Waste). Each provider of these services has a different payment schedule. Electric and Gas providers make annual payments in April. The Cable provider is on a quarterly payment plan, while Pipeline franchise fees are collected twice a year. This category also includes the Commercial Refuse Hauler, or Trash Hauler Franchise Fees, The Mid-Year totals have exceeded projections, however it is anticipated that moving forward a portion of those fees, along with expenses, will be moved to their own fund, as projects currently the Stormwater quality funds have been running at a deficit and the excess in these fees will be needed to offset that shortfall.

Investments & Income Staff is not recommending any changes to this group as revenues are in line with projections. While a negative is currently shown, the book entry to recognize revenue will be done with other year end entries in November.

Overhead/Transfers In are revenues provided by other funds to offset costs in the General Fund. These charges are done via journal entry and trued up at the end of the year.

General Fund Expenditure Analysis:

The General Fund expenditures budget is currently at $25.8 million, of which $20.53 million was spent.

$5.86 million of the General Fund budget is attributable to Capital Improvement Programs ("CIPs"). While only $1.91 million was spent in CIPs, the remaining $4.96 million will be carried over to the following fiscal year. Nearly $1 million dollars was a prior year expenditure adjustment previously approved by Council but not budgeted. The remaining operating budget of $19.93 million saw actual activity occur totaling $18.62 million. Nearly the entire budgeted savings is attributable to shortfalls in salaries and benefits due to ongoing staffing shortages throughout every department.
Attached for your review is the Purchase Order Activity Report, which has been provided on a quarterly basis to improve transparency, along with a detailed check register, to communicate to the public Council items not brought before the City Council for approval.

CAPITAL IMPROVEMENT PROGRAM AND OTHER FUNDS:

On a budget basis, the various grant type funds are balanced with revenues matching expenditures. However, on an actual basis, funds are reimbursed after they are expended. The reimbursement requests for grant expenditures are submitted in a timely manner either on a monthly or quarterly basis by the staff responsible for the project reimbursements. Any negative balances are the result of timing of revenues. Revenue projections are reviewed on a quarterly basis and recommended adjustments are made when necessary. No recommendations for other funds are being made at this time.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however it is important to communicate the City's fiscal status to the Council and the public to maintain operational excellence.

FISCAL IMPACTS:

Overall the General Fund ending activity for FY 2023-2024 includes $15.62 revenues ($350,000 in grants recognized in FY 23/24 was received in 24/25) and $15.69 in expenses, for a net shortfall of $72,421.33. This shortfall can be sustained with the ongoing fund balance from FY 2021/2022 communicated to Council on October 19, 2022.

The Measure T fund has an ending fund balance of $523,434.18, of which $500,000 is included as a Notes receivable (short term loan) to the Civic Facilities Fund to cover the Sports Park construction until the second set of Development Impact Fees is received.

OPTIONS:

1. The Council may reject staff’s recommendations and provide additional guidance on reserve transfers and budget allocations.

ATTACHMENTS:

Purchase Order Activity Report.pdf

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015914 **Vendor Name:** CITY ELECTRIC SUPPLY

Purchase Order: 23-03029

Date	Activity Type	Payable ID	Activity Amount	Balance
12/11/2023	Changed		92.13	92.13

Item	Commodity	Department	Units	Price	Amount
TRANSFORMER KIT - UK5-A66-50	GOODS	*.50*	10.00	425.33	4253.30

Date	Activity Type	Payable ID	Activity Amount	Balance
5/8/2024	Issued		4561.67	4653.80

Item	Commodity	Department	Units	Price	Amount
TRANSFORMER KIT - UK5-A66-50	GOODS	*.50*	10.00	425.33	4253.30

Date	Activity Type	Payable ID	Activity Amount	Balance
5/16/2024	Invoiced	WLK/123476	-4653.80	0.00

Item	Commodity	Department	Units	Price	Amount
TRANSFORMER KIT - UK5-A66-50	GOODS	*.50*	10.00	425.33	4253.30

Vendor Number: 012696 **Vendor Name:** TORO ENTERPRISES, INC.

Purchase Order: 24-02701

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2024	Issued		5223822.38	5223822.38

Item	Commodity	Department	Units	Price	Amount
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	905862.40
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	1159713.18
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	1263610.87
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	1894635.93

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2024	Invoiced	17845 R	-759236.22	4464586.16

Item	Commodity	Department	Units	Price	Amount
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	21280.00
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	188903.45
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	549052.77

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2024	Invoiced	17939	-534228.43	3930357.73

Item	Commodity	Department	Units	Price	Amount
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	3895.00
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	32330.40
HARVARD BLVD WATER & SEWER PIPEL	SERVICE	*.50*	0.00	0.00	498003.03

Date	Activity Type	Payable ID	Activity Amount	Balance
9/5/2024	Voided - Year End		-3930357.73	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 016062 **Vendor Name:** BANNER BANK

Purchase Order: 24-02780

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2024	Issued		274938.33	274938.33

Item	Commodity	Department	Units	Price	Amount
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	11047.98

Date	Activity Type	Payable ID	Activity Amount	Balance

Item	Commodity	Department	Units	Price	Amount
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	80530.15
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	85693.38
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	97666.82

6/30/2024	Invoiced	17845-RET	-39959.80	234978.53

Item	Commodity	Department	Units	Price	Amount
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	1120.00
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	9942.29
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	28897.51

6/30/2024	Invoiced	17939-RET	-28117.28	206861.25

Item	Commodity	Department	Units	Price	Amount
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	205.00
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	1701.60
RETENTION-SEWER PIPELINE&WATER R	SERVICE	*.50*	0.00	0.00	26210.68

9/5/2024	Voided - Year End		-206861.25	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 016353 **Vendor Name:** PLAYCORE WISCONSIN INC.

Purchase Order: 24-03076

4/4/2024	Issued		49676.52	49676.52

Item	Commodity	Department	Units	Price	Amount
CONSTRUCTION OF SUBSTRATE 4" OF C	SERVICE	*.15*	0.00	0.00	6420.00
DEMOLITION AND REMOVAL OF EXISTI	SERVICE	*.15*	0.00	0.00	1896.00
EXCAVATION OF EXISTING EWF AND PIF	SERVICE	*.15*	0.00	0.00	4815.00
GAMETIME PRIME TIME 3 BAY SWING V	SERVICE	*.15*	0.00	0.00	3615.00
GT-IMPAX - 1,383 SF 8' CFH	SERVICE	*.15*	0.00	0.00	31034.52
INSTALL - MOBILIZATION TO SP	SERVICE	*.15*	0.00	0.00	1896.00

4/4/2024	Voided - Change		-49676.52	0.00

Item	Commodity	Department	Units	Price	Amount
CONSTRUCTION OF SUBSTRATE 4" OF C	SERVICE	*.15*	0.00	0.00	6420.00
DEMOLITION AND REMOVAL OF EXISTI	SERVICE	*.15*	0.00	0.00	1896.00
EXCAVATION OF EXISTING EWF AND PIF	SERVICE	*.15*	0.00	0.00	4815.00
GAMETIME PRIME TIME 3 BAY SWING V	SERVICE	*.15*	0.00	0.00	3615.00
GT-IMPAX - 1,383 SF 8' CFH	SERVICE	*.15*	0.00	0.00	31034.52
INSTALL - MOBILIZATION TO SP	SERVICE	*.15*	0.00	0.00	1896.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015367 **Vendor Name:** CALIFORNIA AIR CONDITIONING & HEATING SERVIC

Purchase Order: 24-03077

4/9/2024	Issued		4925.00	4925.00

Item	Commodity	Department	Units	Price	Amount
INSTALLATION OF THREE OUTDOOR HE/	SERVICE	*.15*	0.00	0.00	4925.00

6/30/2024	Invoiced	#1244	-4925.00	0.00

Item	Commodity	Department	Units	Price	Amount
INSTALLATION OF THREE OUTDOOR HE/	SERVICE	*.15*	0.00	0.00	4925.00

Vendor Number: 016128 **Vendor Name:** 4IMPRINT

Purchase Order: 24-03078

4/11/2024	Issued		742.62	742.62

Item	Commodity	Department	Units	Price	Amount
SEBRING BISTRO MUG - 14OZ PASTEL 2/	GOODS	*.15*	1.00	572.80	572.80

5/30/2024	Invoiced	12424849	-742.62	0.00

Item	Commodity	Department	Units	Price	Amount
SEBRING BISTRO MUG - 14OZ PASTEL 2/	GOODS	*.15*	1.00	572.80	572.80

Vendor Number: 015747 **Vendor Name:** HACH COMPANY

Purchase Order: 24-03080

4/17/2024	Issued		401.50	401.50

Item	Commodity	Department	Units	Price	Amount
MC FRR	SERVICE	*.50*	0.00	0.00	77.50
REPAIR FLTRTDR300	SERVICE	*.50*	0.00	0.00	324.00

9/5/2024	Voided - Year End		-401.50	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 010532 **Vendor Name:** HOMB, KARL D

Purchase Order: 24-03081

4/22/2024	Issued		5280.00	5280.00

Item	Commodity	Department	Units	Price	Amount
BROADCASTING AND OTHER SERVICES /	SERVICE	*.05*	0.00	0.00	5280.00

5/2/2024	Invoiced	499059	-5280.00	0.00

Item	Commodity	Department	Units	Price	Amount
BROADCASTING AND OTHER SERVICES /	SERVICE	*.05*	0.00	0.00	5280.00

Vendor Number: 015859 **Vendor Name:** ROGERS, ANDERSON, MALODY & SCOTT, LLP

Purchase Order: 24-03082

4/22/2024	Issued		10000.00	10000.00

Item	Commodity	Department	Units	Price	Amount
Final Billing for the FY ending 6/30/2022	SERVICE	*.20*	0.00	0.00	10000.00

5/2/2024	Invoiced	74366	-10000.00	0.00

Item	Commodity	Department	Units	Price	Amount
Final Billing for the FY ending 6/30/2022	SERVICE	*.20*	0.00	0.00	10000.00

Vendor Number: 016456 **Vendor Name:** JS&S (WATER HOLDINGS) INC.

Date	Activity Type	Payable ID	Activity Amount	Balance
Purchase Order: 24-03083				
4/24/2024	Issued		16831.94	16831.94

Item	Commodity	Department	Units	Price	Amount
WEAR BARS SET: INCLUDES LONG/SHOF	GOODS	*.50*	2.00	7,636.00	15272.00

6/30/2024	Invoiced	PS-INV104063	-16806.83	25.11

Item	Commodity	Department	Units	Price	Amount
WEAR BARS SET: INCLUDES LONG/SHOF	GOODS	*.50*	2.00	7,636.00	15272.00

Vendor Number: 016457 **Vendor Name:** S-I INTERMEDIATE HOLDINGS, INC.

Purchase Order: 24-03084

4/29/2024	Issued		17292.57	17292.57

Item	Commodity	Department	Units	Price	Amount
BUFFER FLUID TANK	GOODS	*.50*	1.00	500.00	500.00
PUMP FLANGE GASKET	GOODS	*.50*	2.00	34.00	68.00
ROTARY LOBE PUMP VX136-140Q	GOODS	*.50*	1.00	15,219.00	15219.00
SHIPPING	SERVICE	*.50*	0.00	0.00	250.00

5/1/2024	Voided - Change		-17292.57	0.00

Item	Commodity	Department	Units	Price	Amount
BUFFER FLUID TANK	GOODS	*.50*	1.00	500.00	500.00
PUMP FLANGE GASKET	GOODS	*.50*	2.00	34.00	68.00
ROTARY LOBE PUMP VX136-140Q	GOODS	*.50*	1.00	15,219.00	15219.00
SHIPPING	SERVICE	*.50*	0.00	0.00	250.00

Vendor Number: 016458 **Vendor Name:** CHANNEL ISLANDS REGIONAL GIS, INC.

Purchase Order: 24-03085

4/29/2024	Issued		6414.00	6414.00

Item	Commodity	Department	Units	Price	Amount
2023 LIDAR & AERIAL IMAGERY PROJEC	SERVICE	*.50*	0.00	0.00	2138.00

6/27/2024	Invoiced	#4717	-1924.00	4490.00

Item	Commodity	Department	Units	Price	Amount
2023 LIDAR & AERIAL IMAGERY PROJEC	SERVICE	*.50*	0.00	0.00	641.33
2023 LIDAR & AERIAL IMAGERY PROJEC	SERVICE	*.50*	0.00	0.00	641.34

9/5/2024	Voided - Year End		-4490.00	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 015318 **Vendor Name:** BADGER METER

Purchase Order: 24-03086

4/30/2024	Issued		250611.75	250611.75

Item	Commodity	Department	Units	Price	Amount
BMI PART NO.; 111-5771	GOODS	*.50*	597.00	327.00	195219.00
BMI PART NO.; 111-5772	GOODS	*.50*	73.00	389.00	28397.00
BMI PART NO.; 111-5776	GOODS	*.50*	1.00	1,374.00	1374.00
BMI PART NO.; 111-5778	GOODS	*.50*	2.00	1,949.00	3898.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BMI PART NO.; 112-3902	GOODS	*.50*	1.00	2,624.00	2624.00
9/5/2024	Voided - Year End		-250611.75	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	GOODS	*.50*	0.00	0.00	0.00

Vendor Number: 011161 **Vendor Name:** CRAGOE PEST SERVICES INC

Purchase Order: 24-03088

5/2/2024	Issued		4560.00		4560.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	220.00
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	320.00
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	500.00
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	600.00
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	1040.00
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	1880.00
5/16/2024	Invoiced	172-00259067	-40.00		4520.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00262944	-40.00		4480.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00259270	-40.00		4440.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00259271	-35.00		4405.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
5/16/2024	Invoiced	172-00259258	-35.00		4370.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
5/16/2024	Invoiced	172-00260628	-30.00		4340.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
5/16/2024	Invoiced	172-00263050	-15.00		4325.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	15.00
5/16/2024	Invoiced	172-00263188	-40.00		4285.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00263042	-40.00		4245.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00259272	-40.00	4205.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00260035	-40.00	4165.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00263193	-20.00	4145.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
5/16/2024	Invoiced	172-00263044	-45.00	4100.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	45.00
5/16/2024	Invoiced	172-00263043	-60.00	4040.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
5/16/2024	Invoiced	172-00263049	-30.00	4010.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
5/16/2024	Invoiced	172-00263191	-40.00	3970.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00263192	-20.00	3950.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
5/16/2024	Invoiced	172-00263047	-25.00	3925.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	25.00
5/16/2024	Invoiced	172-00262945	-30.00	3895.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
5/16/2024	Invoiced	172-00260389	-70.00	3825.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	70.00
5/16/2024	Invoiced	172-00263045	-50.00	3775.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
5/16/2024	Invoiced	172-00263051	-20.00	3755.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
5/16/2024	Invoiced	172-00263046	-30.00	3725.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
5/16/2024	Invoiced	172-00260947	-40.00	3685.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00262110	-40.00	3645.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
5/16/2024	Invoiced	172-00263189	-60.00	3585.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
5/16/2024	Invoiced	172-00263190	-30.00	3555.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
5/16/2024	Invoiced	172-00260036	-55.00	3500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	55.00
5/16/2024	Invoiced	172-00263052	-50.00	3450.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/27/2024	Invoiced	172-00267854	-45.00	3405.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	45.00
6/27/2024	Invoiced	172-00267859	-30.00	3375.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/27/2024	Invoiced	172-00267777	-40.00	3335.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267977	-40.00	3295.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267852	-40.00	3255.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267860	-15.00	3240.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	15.00
6/27/2024	Invoiced	172-00264578	-40.00	3200.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00264577	-35.00	3165.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
6/27/2024	Invoiced	172-00263995	-35.00	3130.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
6/27/2024	Invoiced	172-00264576	-40.00	3090.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00265789	-40.00	3050.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00264486	-40.00	3010.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267981	-20.00	2990.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/27/2024	Invoiced	172-00265790	-55.00	2935.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	55.00
6/27/2024	Invoiced	172-00267980	-40.00	2895.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267853	-60.00	2835.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
6/27/2024	Invoiced	172-00267858	-30.00	2805.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/27/2024	Invoiced	172-00267778	-30.00	2775.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/27/2024	Invoiced	172-00267979	-30.00	2745.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/27/2024	Invoiced	172-00265579	-70.00	2675.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	70.00
6/27/2024	Invoiced	172-00267855	-50.00	2625.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/27/2024	Invoiced	172-00267856	-30.00	2595.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/27/2024	Invoiced	172-00267982	-20.00	2575.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/27/2024	Invoiced	172-00265341	-30.00	2545.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/27/2024	Invoiced	172-00267862	-50.00	2495.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/27/2024	Invoiced	172-00266293	-40.00	2455.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267449	-40.00	2415.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/27/2024	Invoiced	172-00267978	-60.00	2355.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
6/27/2024	Invoiced	172-00267857	-25.00	2330.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	25.00
6/27/2024	Invoiced	172-00267861	-20.00	2310.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00265459	-25.00	2285.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	25.00
6/30/2024	Invoiced	172-00265623	-30.00	2255.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00265622	-60.00	2195.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
6/30/2024	Invoiced	172-00270844	-30.00	2165.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00270843	-50.00	2115.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/30/2024	Invoiced	172-00266764	-40.00	2075.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265458	-30.00	2045.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00262003	-40.00	2005.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00261481	-40.00	1965.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00266851	-40.00	1925.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265460	-30.00	1895.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00268424	-70.00	1825.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	70.00
6/30/2024	Invoiced	172-00270845	-25.00	1800.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	25.00
6/30/2024	Invoiced	172-00265464	-50.00	1750.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/30/2024	Invoiced	172-00263148	-70.00	1680.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	70.00
6/30/2024	Invoiced	172-00265457	-50.00	1630.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/30/2024	Invoiced	172-00271126	-40.00	1590.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00271127	-20.00	1570.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00265463	-20.00	1550.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00271125	-30.00	1520.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00270849	-20.00	1500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00270850	-50.00	1450.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	50.00
6/30/2024	Invoiced	172-00265454	-40.00	1410.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00270840	-40.00	1370.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265621	-40.00	1330.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00271123	-40.00	1290.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265624	-40.00	1250.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00270846	-30.00	1220.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00271124	-60.00	1160.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
6/30/2024	Invoiced	172-00265378	-30.00	1130.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00265461	-30.00	1100.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00265625	-20.00	1080.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00270737	-30.00	1050.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00265377	-40.00	1010.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00270736	-40.00	970.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265455	-60.00	910.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
6/30/2024	Invoiced	172-00270841	-60.00	850.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	60.00
6/30/2024	Invoiced	172-00269122	-40.00	810.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00270494	-40.00	770.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00262911	-30.00	740.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00268275	-30.00	710.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00262752	-40.00	670.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00268119	-40.00	630.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00261479	-40.00	590.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265462	-15.00	575.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	15.00
6/30/2024	Invoiced	172-00266849	-40.00	535.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00268120	-55.00	480.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	55.00
6/30/2024	Invoiced	172-00263943	-40.00	440.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00265125	-40.00	400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	40.00
6/30/2024	Invoiced	172-00270847	-30.00	370.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	30.00
6/30/2024	Invoiced	172-00270848	-15.00	355.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	15.00
6/30/2024	Invoiced	172-00260991	-35.00	320.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
6/30/2024	Invoiced	172-00266330	-35.00	285.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
6/30/2024	Invoiced	172-00261480	-35.00	250.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
6/30/2024	Invoiced	172-00266850	-35.00	215.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	35.00
6/30/2024	Invoiced	172-00265456	-45.00	170.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	45.00
6/30/2024	Invoiced	172-00265626	-20.00	150.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00270842	-45.00	105.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	45.00
6/30/2024	Invoiced	172-00271128	-20.00	85.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	20.00
6/30/2024	Invoiced	172-00262753	-55.00	30.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
CRAGOE PEST SERVICES END OF FY23/2	SERVICE	*.15*	0.00	0.00	55.00
9/5/2024	Voided - Year End		-30.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.15*	0.00	0.00	0.00

Vendor Number: 015415 **Vendor Name:** PATTEN SYSTEMS, INC

Date	Activity Type	Payable ID	Activity Amount	Balance
Purchase Order: 24-03089				
5/1/2024	Issued		3987.47	3987.47

Item	Commodity	Department	Units	Price	Amount
2" MAG METER REPLACEMENT, ANDERS	GOODS	*.50*	1.00	3,545.00	3545.00

8/8/2024	Invoiced	I2407-017	-3887.46	100.01

Item	Commodity	Department	Units	Price	Amount
2" MAG METER REPLACEMENT, ANDERS	GOODS	*.50*	1.00	3,545.00	3545.00

Vendor Number: 010867 **Vendor Name:** TRI COUNTY OFFICE FURNITURE

Purchase Order: 24-03090

5/7/2024	Issued		5263.46	5263.46

Item	Commodity	Department	Units	Price	Amount
DESK FURNITURE FOR PW DIRECTOR	GOODS	*.50*	1.00	1,620.77	1620.77

6/27/2024	Invoiced	162941	-5263.47	-0.01

Item	Commodity	Department	Units	Price	Amount
DESK FURNITURE FOR PW DIRECTOR	GOODS	*.50*	1.00	1,620.77	1620.77

Vendor Number: 010867 **Vendor Name:** TRI COUNTY OFFICE FURNITURE

Purchase Order: 24-03091

5/7/2024	Issued		5299.45	5299.45

Item	Commodity	Department	Units	Price	Amount
DESK FURNITURE FOR ADMINISTRATIVE	GOODS	*.50*	1.00	563.90	563.90
DESK FURNITURE FOR ADMINISTRATIVE	GOODS	*.50*	1.00	1,578.51	1578.51
DESK FURNITURE FOR ADMINISTRATIVE	GOODS	*.50*	1.00	1,578.52	1578.52

6/27/2024	Invoiced	162940	-5299.45	0.00

Item	Commodity	Department	Units	Price	Amount
DESK FURNITURE FOR ADMINISTRATIVE	GOODS	*.50*	1.00	563.90	563.90
DESK FURNITURE FOR ADMINISTRATIVE	GOODS	*.50*	1.00	1,578.51	1578.51
DESK FURNITURE FOR ADMINISTRATIVE	GOODS	*.50*	1.00	1,578.52	1578.52

Vendor Number: 015925 **Vendor Name:** CS-ASSOCIATED MUNICIPAL CORP.

Purchase Order: 24-03092

5/7/2024	Issued		15016.33	15016.33

Item	Commodity	Department	Units	Price	Amount
AUMA ACTUATOR REPLACMENT (STECK	GOODS	*.50*	1.00	5,436.16	5436.16
AUMA ACTUATOR REPLACMENT (STECK	GOODS	*.50*	1.00	9,580.17	9580.17

9/5/2024	Voided - Year End		-15016.33	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	GOODS	*.50*	0.00	0.00	0.00

Vendor Number: 010395 **Vendor Name:** FAMCON PIPE & SUPPLY, INC.

Purchase Order: 24-03093

5/7/2024	Issued		33126.67	33126.67

Item	Commodity	Department	Units	Price	Amount
40406H HYD., JONES J4040	GOODS	*.50*	8.00	2,225.00	17800.00
40606H HYD., JONES J4060	GOODS	*.50*	2.00	3,021.00	6042.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
40656H HYD., JONES J4065	GOODS	*.50*	2.00	3,380.00	6760.00
5/30/2024	Invoiced	S100126758.001	-13858.17	19268.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
40606H HYD., JONES J4060	GOODS	*.50*	2.00	3,021.00	6042.00
40656H HYD., JONES J4065	GOODS	*.50*	2.00	3,380.00	6760.00
6/27/2024	Invoiced	S100126758.002	-19268.50	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
40406H HYD., JONES J4040	GOODS	*.50*	8.00	2,225.00	17800.00

Vendor Number: 016132 **Vendor Name:** DXP ENTERPRISES, INC.

Purchase Order: 24-03094

5/7/2024	Issued		21145.91	21145.91
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SHIPPING PPD & ADD #54421561	SERVICE	*.50*	0.00	0.00	17.95
VOGELSLANG PUMP END VX136-140Q	GOODS	*.50*	1.00	19,211.00	19211.00
5/7/2024	Changed		0.00	21145.91
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SHIPPING PPD & ADD #54421561	SERVICE	*.50*	0.00	0.00	17.95
VOGELSLANG PUMP END VX136-140Q	GOODS	*.50*	1.00	19,211.00	19211.00
5/30/2024	Invoiced	54421561	-17.95	21127.96
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SHIPPING PPD & ADD #54421561	SERVICE	*.50*	0.00	0.00	17.95
9/5/2024	Voided - Year End		-21127.96	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	GOODS	*.50*	0.00	0.00	0.00
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 015318 **Vendor Name:** BADGER METER

Purchase Order: 24-03098

5/14/2024	Issued		6213.88	6213.88
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ORION CELLULAR LTE SERVICES/BEACOI	SERVICE	*.50*	0.00	0.00	6213.88
5/16/2024	Invoiced	80156811	-6213.88	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ORION CELLULAR LTE SERVICES/BEACOI	SERVICE	*.50*	0.00	0.00	6213.88

Vendor Number: 016467 **Vendor Name:** HOUSING AUTHORITY OF THE CITY OF SANTA PAULA

Purchase Order: 24-03099

5/15/2024	Issued		377033.01	377033.01
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AFFORDABLE HOUSING TRUST FUND TC	N/A	*.30*	0.00	0.00	377033.01
5/16/2024	Invoiced	AFFORDABLE HOUSING `	-377033.01	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AFFORDABLE HOUSING TRUST FUND TC	N/A	*.30*	0.00	0.00	377033.01

Vendor Number: 016132 **Vendor Name:** DXP ENTERPRISES, INC.

Purchase Order: 24-03100

5/15/2024	Issued		20078.81	20078.81
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
VOGELSANG ROTARY LOBE PUMP VX13	GOODS	*.50*	1.00	17,925.00	17925.00

9/5/2024	Voided - Year End		-20078.81	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	GOODS	*.50*	0.00	0.00	0.00

Vendor Number: 014475 **Vendor Name:** HUBER TECHNOLOGY

Purchase Order: 24-03101

5/16/2024	Issued		46140.08	46140.08
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
REPLACEMENT SCREW PRESS	GOODS	*.50*	1.00	37,998.63	37998.63

6/6/2024	Voided - Change		-46140.08	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
REPLACEMENT SCREW PRESS	GOODS	*.50*	1.00	37,998.63	37998.63

Vendor Number: 016473 **Vendor Name:** SALADO ENTERPRISES

Purchase Order: 24-03102

5/20/2024	Issued		7995.00	7995.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SURFACE CLANING AND POWER WASHI	SERVICE	*.50*	0.00	0.00	7995.00

6/30/2024	Invoiced	INV2210	-7995.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SURFACE CLANING AND POWER WASHI	SERVICE	*.50*	0.00	0.00	7995.00

Vendor Number: 014475 **Vendor Name:** HUBER TECHNOLOGY

Purchase Order: 24-03103

5/20/2024	Issued		45758.52	45758.52
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HUBER TECHNOLOGY QUOTE 71015631	SERVICE	*.50*	0.00	0.00	4625.00
HUBER TECHNOLOGY QUOTE 71015631	GOODS	*.50*	1.00	37,998.63	37998.63

6/30/2024	Invoiced	CD10027053	-46140.08	-381.56
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HUBER TECHNOLOGY QUOTE 71015631	SERVICE	*.50*	0.00	0.00	5006.56
HUBER TECHNOLOGY QUOTE 71015631	GOODS	*.50*	1.00	37,998.63	37998.63

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015580 **Vendor Name:** RECDESK LLC

Purchase Order: 24-03104

5/21/2024	Issued		5200.00	5200.00

Item	Commodity	Department	Units	Price	Amount
RECDESK SUBSCRIPTION 6/15/24 - 6/14	SERVICE	*.15*	0.00	0.00	5200.00

5/30/2024	Invoiced	INV-14785	-5200.00	0.00

Item	Commodity	Department	Units	Price	Amount
RECDESK SUBSCRIPTION 6/15/24 - 6/14	SERVICE	*.15*	0.00	0.00	5200.00

Vendor Number: 011389 **Vendor Name:** TYLER TECHNOLOGIES, INC

Purchase Order: 24-03105

5/21/2024	Issued		20515.32	20515.32

Item	Commodity	Department	Units	Price	Amount
ERP PRO FINANCIALS ANNUAL FEES	SERVICE	*.05*	0.00	0.00	17053.22
ERP PRO UTILITIES ANNUAL FEES	SERVICE	*.05*	0.00	0.00	911.63
HARDWARE ANNUAL FEES	SERVICE	*.05*	0.00	0.00	297.19
INCODE PERSONNEL MANAGEMENT SU	SERVICE	*.05*	0.00	0.00	2253.28

5/30/2024	Invoiced	025-462150	-20515.32	0.00

Item	Commodity	Department	Units	Price	Amount
ERP PRO FINANCIALS ANNUAL FEES	SERVICE	*.05*	0.00	0.00	17053.22
ERP PRO UTILITIES ANNUAL FEES	SERVICE	*.05*	0.00	0.00	911.63
HARDWARE ANNUAL FEES	SERVICE	*.05*	0.00	0.00	297.19
INCODE PERSONNEL MANAGEMENT SU	SERVICE	*.05*	0.00	0.00	2253.28

Vendor Number: 014475 **Vendor Name:** HUBER TECHNOLOGY

Purchase Order: 24-03106

5/28/2024	Issued		8107.00	8107.00

Item	Commodity	Department	Units	Price	Amount
SERVICE TECH 3 DAYS - QUOTE#710156	SERVICE	*.50*	0.00	0.00	8107.00

6/30/2024	Invoiced	CD10027146	-6096.49	2010.51

Item	Commodity	Department	Units	Price	Amount
SERVICE TECH 3 DAYS - QUOTE#710156	SERVICE	*.50*	0.00	0.00	6096.49

9/5/2024	Voided - Year End		-2010.51	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 013550 **Vendor Name:** WHITE CAP, L.P.

Purchase Order: 24-03107

5/28/2024	Issued		5915.31	5915.31

Item	Commodity	Department	Units	Price	Amount
20" FS400 WALK BEHIND SAW HUSQVA	GOODS	*.50*	1.00	2,499.68	2499.68
20"X23" LF100 PLATE COMPACTOR W/	GOODS	*.50*	1.00	2,548.18	2548.18
FREE M18 REDLITHIUM HIGH OUTPUT	GOODS	*.50*	-1.00	199.99	-199.99
FREE M18 REDLITHIUM XC5.0 EXTENDE	GOODS	*.50*	-2.00	159.99	-319.98

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
M18 FUEL 1/2 HAMMERDRILL/DRIVER &	GOODS	*.50*	1.00	387.99	387.99
M18 FUEL 4-1/2"/5" GRINDER PADDLE	GOODS	*.50*	1.00	193.99	193.99
M18 FUEL SAWZALL RECIP SAW (TOOL (	GOODS	*.50*	1.00	179.99	179.99
M18 REDLITHIUM HIGH OUTPUT XC8.0	GOODS	*.50*	1.00	199.99	199.99
5/30/2024	Invoiced	50026436266	-5915.31	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
20" FS400 WALK BEHIND SAW HUSQVA	GOODS	*.50*	1.00	2,499.68	2499.68
20"X23" LF100 PLATE COMPACTOR W/	GOODS	*.50*	1.00	2,548.18	2548.18
FREE M18 REDLITHIUM HIGH OUTPUT	GOODS	*.50*	-1.00	199.99	-199.99
FREE M18 REDLITHIUM XC5.0 EXTENDE	GOODS	*.50*	-2.00	159.99	-319.98
M18 FUEL 1/2 HAMMERDRILL/DRIVER &	GOODS	*.50*	1.00	387.99	387.99
M18 FUEL 4-1/2"/5" GRINDER PADDLE	GOODS	*.50*	1.00	193.99	193.99
M18 FUEL SAWZALL RECIP SAW (TOOL (	GOODS	*.50*	1.00	179.99	179.99
M18 REDLITHIUM HIGH OUTPUT XC8.0	GOODS	*.50*	1.00	199.99	199.99

Vendor Number: 010532 **Vendor Name:** HOMB, KARL D

Purchase Order: 24-03108

5/30/2024	Issued		5440.00	5440.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BROADCAST AND RECORD MEETINGS	SERVICE	*.05*	0.00	0.00	5440.00
6/13/2024	Invoiced	499079	-5440.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
BROADCAST AND RECORD MEETINGS	SERVICE	*.05*	0.00	0.00	5440.00

Vendor Number: 016353 **Vendor Name:** PLAYCORE WISCONSIN INC.

Purchase Order: 24-03109

6/3/2024	Issued		7583.00	7583.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INSTALLATION OF 4 SUMP DRAINS	SERVICE	*.15*	0.00	0.00	7583.00
9/5/2024	Voided - Year End		-7583.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.15*	0.00	0.00	0.00

Vendor Number: 010481 **Vendor Name:** GRAINGER

Purchase Order: 24-03110

6/4/2024	Issued		2375.80	2375.80
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
GEARED TROLLEY, 6K LB., CHAIN HOIST	GOODS	*.50*	1.00	2,171.64	2171.64
9/5/2024	Voided - Year End		-2375.80	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	GOODS	*.50*	0.00	0.00	0.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016404 **Vendor Name:** NORTHERN TOOL & EQUIPMENT CATALOG HOLDINGS

Purchase Order: 24-03111

6/5/2024	Issued		4659.84		4659.84
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEEL GANTRY CRANE #4834918	GOODS	*.50*	1.00	3,599.99	3599.99
6/30/2024	Invoiced	53776783	-4659.83		0.01
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STEEL GANTRY CRANE #4834918	GOODS	*.50*	1.00	3,599.99	3599.99

Vendor Number: 016304 **Vendor Name:** ALL TRAFFIC SOLUTIONS, INC.

Purchase Order: 24-03112

6/30/2024	Issued		40407.84		40407.84
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
APP. TRAFFIC SUITE, EQUIP MNMT.	N/A	*.45*	0.00	0.00	3000.00
DISCOUNT	N/A	*.45*	0.00	0.00	-4436.30
SPEEDALERT 24 RADAR MESSAGE SIGN/	N/A	*.45*	0.00	0.00	35874.48
6/30/2024	Invoiced	SIN040697	-40407.84		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
APP. TRAFFIC SUITE, EQUIP MNMT.	N/A	*.45*	0.00	0.00	3000.00
DISCOUNT	N/A	*.45*	0.00	0.00	-4436.30
SPEEDALERT 24 RADAR MESSAGE SIGN/	N/A	*.45*	0.00	0.00	35874.48
9/5/2024	Voided - Year End		0.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	N/A	*.45*	0.00	0.00	0.00

Vendor Number: 016486 **Vendor Name:** SWARCO MCCAIN, INC.

Purchase Order: 24-03113

6/6/2024	Issued		1400.00		1400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TECH SUPPORT: INSPECTION OF BOARD	SERVICE	*.50*	0.00	0.00	1400.00
6/27/2024	Invoiced	PB3241	-1400.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TECH SUPPORT: INSPECTION OF BOARD	SERVICE	*.50*	0.00	0.00	1400.00

Vendor Number: 016345 **Vendor Name:** UNION MATERIALS TESTING, INC.

Purchase Order: 24-03114

6/10/2024	Issued		20842.00		20842.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TASK ORDER #1 -	SERVICE	*.50*	0.00	0.00	20842.00
9/5/2024	Voided - Year End		-20842.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 011306 **Vendor Name:** CONSOLIDATED ELECTRICAL DISTRIBUTOR

Purchase Order: 24-03115

6/10/2024	Issued		26660.08	26660.08

Item	Commodity	Department	Units	Price	Amount
AB 1769 - OW8, 8PT AC/DC RELAY OUTF	GOODS	*.50*	1.00	294.63	294.63
AB 1769 -OF4CI 4 CHANNEL ISLTD ANAL	GOODS	*.50*	1.00	1,495.69	1495.69
AB 1769 -OF8C, 8 CH, ANALOG ISOL CUF	GOODS	*.50*	1.00	1,979.25	1979.25
AB 1769 -OW16 16PT AC/DC RELAY OUT	GOODS	*.50*	1.00	545.42	545.42
AB 1769-IA16 - 120V 16PT INPUT MODU	GOODS	*.50*	1.00	385.73	385.73
AB 1769-IF4 4CH, ANALOG CUR/VOL INF	GOODS	*.50*	1.00	661.24	661.24
AB 1769-IF8 8CH, ANALOG CUR/VOL INF	GOODS	*.50*	1.00	1,060.47	1060.47
AB1756-IB16 - 10-31 VDC INPUT 16 PTS	GOODS	*.50*	1.00	497.58	497.58
AB1756-IF16 - ANLG INPUT CUR/VOL 16	GOODS	*.50*	1.00	2,152.61	2152.61
AB1756-OB16E - 10-30 VDC ELEC. FUSE	GOODS	*.50*	1.00	764.05	764.05
AB1756-OF8 - ANLG OUTPUT CUR/VOL	GOODS	*.50*	1.00	2,802.86	2802.86
AB1769 -IQ16 24VDC, 16PT, SNK/SRC IN	GOODS	*.50*	1.00	325.01	325.01
AB1769 -OB16 24VDC 16PT SRCNG OUT	GOODS	*.50*	1.00	427.34	427.34
PSOFT MVI56E-MCM - NETWORK INTER	GOODS	*.50*	1.00	2,919.00	2919.00
PSOFT MVI56E-MNET, MODBUS COMM	GOODS	*.50*	2.00	3,339.00	6678.00
PSOFT MVI69E-MBTCP, MODBUS COMM	GOODS	*.50*	1.00	1,869.00	1869.00

6/30/2024	Invoiced	9009-1047911	-26691.32	-31.24

Item	Commodity	Department	Units	Price	Amount
AB 1769 - OW8, 8PT AC/DC RELAY OUTF	GOODS	*.50*	1.00	294.63	294.63
AB 1769 -OF4CI 4 CHANNEL ISLTD ANAL	GOODS	*.50*	1.00	1,495.69	1495.69
AB 1769 -OF8C, 8 CH, ANALOG ISOL CUF	GOODS	*.50*	1.00	1,979.25	1979.25
AB 1769 -OW16 16PT AC/DC RELAY OUT	GOODS	*.50*	1.00	545.42	545.42
AB 1769-IA16 - 120V 16PT INPUT MODU	GOODS	*.50*	1.00	385.73	385.73
AB 1769-IF4 4CH, ANALOG CUR/VOL INF	GOODS	*.50*	1.00	661.24	661.24
AB 1769-IF8 8CH, ANALOG CUR/VOL INF	GOODS	*.50*	1.00	1,060.47	1060.47
AB1756-IB16 - 10-31 VDC INPUT 16 PTS	GOODS	*.50*	1.00	497.58	497.58
AB1756-IF16 - ANLG INPUT CUR/VOL 16	GOODS	*.50*	1.00	2,152.61	2152.61
AB1756-OB16E - 10-30 VDC ELEC. FUSE	GOODS	*.50*	1.00	764.05	764.05
AB1756-OF8 - ANLG OUTPUT CUR/VOL	GOODS	*.50*	1.00	2,802.86	2802.86
AB1769 -IQ16 24VDC, 16PT, SNK/SRC IN	GOODS	*.50*	1.00	325.01	325.01
AB1769 -OB16 24VDC 16PT SRCNG OUT	GOODS	*.50*	1.00	427.34	427.34
PSOFT MVI56E-MCM - NETWORK INTER	GOODS	*.50*	1.00	2,919.00	2919.00
PSOFT MVI56E-MNET, MODBUS COMM	GOODS	*.50*	2.00	3,339.00	6678.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PSOFT MVI69E-MBTCP, MODBUS COMM	GOODS	*.50*	1.00	1,869.00	1869.00

Vendor Number: 016496 **Vendor Name:** ROSS-CAMPBELL, INC.

Purchase Order: 24-03116

6/11/2024	Issued		5000.00	5000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
2024 ORGANICS OUTREACH CAMPAIGN	N/A	*.50*	0.00	0.00	5000.00

9/5/2024	Voided - Year End		-5000.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	N/A	*.50*	0.00	0.00	0.00

Vendor Number: 016441 **Vendor Name:** EMC GENERAL CONSTRUCTION, INC.

Purchase Order: 24-03117

6/13/2024	Issued		4800.00	4800.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
COMPRESSOR REMOVAL AND INSTALL	SERVICE	*.15*	0.00	0.00	2300.00
COMPRESSOR REMOVAL AND INSTALL	SERVICE	*.15*	0.00	0.00	2500.00

9/5/2024	Voided - Year End		-4800.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.15*	0.00	0.00	0.00

Vendor Number: 010481 **Vendor Name:** GRAINGER

Purchase Order: 24-03118

6/13/2024	Issued		4978.52	4978.52
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STANDARD PROFILE GAS UNIT HEATER I	GOODS	*.15*	3.00	1,519.00	4557.00

6/30/2024	Invoiced	9157393068	-4978.52	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
STANDARD PROFILE GAS UNIT HEATER I	GOODS	*.15*	3.00	1,519.00	4557.00

Vendor Number: 010595 **Vendor Name:** J & H ENGINEERING GENERAL CONTRACTOR, INC

Purchase Order: 24-03120

6/19/2024	Issued		30300.00	30300.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#1 - MONTE VISTA AND 10TH STR	SERVICE	*.50*	0.00	0.00	30300.00

9/5/2024	Voided - Year End		-30300.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 016510 **Vendor Name:** MERAKAI LLC

Purchase Order: 24-03122

6/24/2024	Issued		4978.50	4978.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MISSION DARKNESS BLOCKER LOCKER 7	GOODS	*.45*	1.00	4,599.08	4599.08

6/27/2024	Invoiced	639101	-4978.50	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MISSION DARKNESS BLOCKER LOCKER 7	GOODS	*.45*	1.00	4,599.08	4599.08

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Vendor Number: 016454 **Vendor Name:** OPEN SKY PRODUCTIONS LLC

Purchase Order: 24-03123

6/25/2024	Issued		22500.00		22500.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FINAL PMNT. DRONE LIGHT SHOW - 7/4	SERVICE	*.15*	0.00	0.00	3500.00
FINAL PMNT. DRONE LIGHT SHOW - 7/4	SERVICE	*.15*	0.00	0.00	4000.00
FINAL PMNT. DRONE LIGHT SHOW - 7/4	SERVICE	*.15*	0.00	0.00	15000.00
6/27/2024	Invoiced	1305	-22500.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FINAL PMNT. DRONE LIGHT SHOW - 7/4	SERVICE	*.15*	0.00	0.00	3500.00
FINAL PMNT. DRONE LIGHT SHOW - 7/4	SERVICE	*.15*	0.00	0.00	4000.00
FINAL PMNT. DRONE LIGHT SHOW - 7/4	SERVICE	*.15*	0.00	0.00	15000.00

Vendor Number: 013911 **Vendor Name:** MKN ASSOCIATES INC

Purchase Order: 24-03124

6/25/2024	Issued		50000.00		50000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TO#1 - WRF BLOWER REPLACEMENT	SERVICE	*.50*	0.00	0.00	50000.00
6/30/2024	Invoiced	001050000009	-6598.00		43402.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TO#1 - WRF BLOWER REPLACEMENT	SERVICE	*.50*	0.00	0.00	6598.00
6/30/2024	Invoiced	1039999846	-6690.50		36711.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TO#1 - WRF BLOWER REPLACEMENT	SERVICE	*.50*	0.00	0.00	6690.50
6/30/2024	Invoiced	103999721	-7728.50		28983.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TO#1 - WRF BLOWER REPLACEMENT	SERVICE	*.50*	0.00	0.00	7728.50
6/30/2024	Invoiced	001050000116	-9866.00		19117.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TO#1 - WRF BLOWER REPLACEMENT	SERVICE	*.50*	0.00	0.00	9866.00
9/5/2024	Voided - Year End		-19117.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PURCHASE ORDER ROLL OVER 9/5/2024	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 010017 **Vendor Name:** LIEBERT CASSIDY WHITMORE

Purchase Order: 24-03125

6/27/2024	Issued		6682.65		6682.65
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LCW Inv#258506, Dated 12/31/2023	SERVICE	*.45*	0.00	0.00	6682.65
6/27/2024	Invoiced	258506	-6682.65		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LCW Inv#258506, Dated 12/31/2023	SERVICE	*.45*	0.00	0.00	6682.65

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 016461 **Vendor Name:** ACI ENTERPRISES, INC.

Purchase Order: 24-03126

6/27/2024	Issued		6750.00		6750.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TEAM AND LEADERSHIP DEVELOPMENT	SERVICE	*.50*	0.00	0.00	6750.00
6/27/2024	Invoiced	ACI-IN-100506	-6750.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
TEAM AND LEADERSHIP DEVELOPMENT	SERVICE	*.50*	0.00	0.00	6750.00

Vendor Number: 010017 **Vendor Name:** LIEBERT CASSIDY WHITMORE

Purchase Order: 24-03127

6/27/2024	Issued		17236.30		17236.30
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
Liebert Cassidy Whitmore #262701	SERVICE	*.45*	0.00	0.00	13303.30
Liebert Cassidy Whitmore #262738	SERVICE	*.45*	0.00	0.00	3933.00
6/27/2024	Invoiced	262738	-3933.00		13303.30
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
Liebert Cassidy Whitmore #262738	SERVICE	*.45*	0.00	0.00	3933.00
6/27/2024	Invoiced	262701	-13303.30		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
Liebert Cassidy Whitmore #262701	SERVICE	*.45*	0.00	0.00	13303.30

Vendor Number: 016517 **Vendor Name:** MIDWEST INDUSTRIAL SALES

Purchase Order: 24-03130

6/30/2024	Issued		11623.00		11623.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HELICAL-WORM GEARED MOTOR	GOODS	*.50*	2.00	5,643.00	11286.00
9/5/2024	Voided - Year End		-11623.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	GOODS	*.50*	0.00	0.00	0.00

Vendor Number: 014242 **Vendor Name:** ALTEC INDUSTRIES, INC.

Purchase Order: 24-03136

6/30/2024	Issued		5229.44		5229.44
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV#51450352 - VEH#217 - LABOR	SERVICE	*.50*	0.00	0.00	2590.00
INV#51450352 - VEH#217 - PARTS	SERVICE	*.50*	0.00	0.00	2438.28
6/30/2024	Invoiced	51450352	-5229.44		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INV#51450352 - VEH#217 - LABOR	SERVICE	*.50*	0.00	0.00	2590.00
INV#51450352 - VEH#217 - PARTS	SERVICE	*.50*	0.00	0.00	2438.28

Vendor Number: 010017 **Vendor Name:** LIEBERT CASSIDY WHITMORE

Purchase Order: 24-03142

6/30/2024	Issued		21809.90		21809.90
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LIEBERT CASSIDY WHITMORE SERVICES	SERVICE	*.45*	0.00	0.00	21809.90
6/30/2024	Invoiced	265500	-5189.50	16620.40
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LIEBERT CASSIDY WHITMORE SERVICES	SERVICE	*.45*	0.00	0.00	5189.50
6/30/2024	Invoiced	265499	-14392.90	2227.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
LIEBERT CASSIDY WHITMORE SERVICES	SERVICE	*.45*	0.00	0.00	14392.90
9/4/2024	Voided - Year End		-2227.50	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ROLLOVER PD PO's, MRC, Zuma,Hunt,Ci	SERVICE	*.45*	0.00	0.00	0.00

Vendor Number: 016267 **Vendor Name:** GARCIA, JOHN

Purchase Order: 24-03169

6/30/2024	Issued		5400.00	5400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
JUNE 2024 - OUT DOOR LASER TAG	SERVICE	*.15*	0.00	0.00	1350.00
JUNE 2024 - VIDEO GAME TRUCK #1	SERVICE	*.15*	0.00	0.00	3150.00
JUNE 2024 - VIDEO GAME TRUCK #2	SERVICE	*.15*	0.00	0.00	900.00
6/30/2024	Voided - Change		-5400.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
JUNE 2024 - OUT DOOR LASER TAG	SERVICE	*.15*	0.00	0.00	1350.00
JUNE 2024 - VIDEO GAME TRUCK #1	SERVICE	*.15*	0.00	0.00	3150.00
JUNE 2024 - VIDEO GAME TRUCK #2	SERVICE	*.15*	0.00	0.00	900.00

Vendor Number: 015633 **Vendor Name:** M6 CONSULTING, INC.

Purchase Order: 24-03172

6/30/2024	Issued		7030.00	7030.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ENGINEERING SUPPORT FOR FEMA	SERVICE	*.50*	0.00	0.00	935.00
ENGINEERING SUPPORT FOR FEMA	SERVICE	*.50*	0.00	0.00	6095.00
6/30/2024	Invoiced	3412	-7030.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ENGINEERING SUPPORT FOR FEMA	SERVICE	*.50*	0.00	0.00	935.00
ENGINEERING SUPPORT FOR FEMA	SERVICE	*.50*	0.00	0.00	6095.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015821 **Vendor Name:** BARRISTER PROFESSIONAL SERVICES, LLC.

Purchase Order: 24-03173

6/30/2024	Issued		38281.50	38281.50

Item	Commodity	Department	Units	Price	Amount
BARRISTER INV#21-08-0021-013	SERVICE	*.45*	0.00	0.00	14229.00
BARRISTER INV#21-08-0021-014	SERVICE	*.45*	0.00	0.00	12298.50
BARRISTER INV#21-08-0021-015	SERVICE	*.45*	0.00	0.00	10269.00
BARRISTER INV#21-08-0021-016	SERVICE	*.45*	0.00	0.00	1485.00

6/30/2024	Invoiced	21-08-0021-013	-14229.00	24052.50

Item	Commodity	Department	Units	Price	Amount
BARRISTER INV#21-08-0021-013	SERVICE	*.45*	0.00	0.00	14229.00

6/30/2024	Invoiced	21-08-0021-014	-12298.50	11754.00

Item	Commodity	Department	Units	Price	Amount
BARRISTER INV#21-08-0021-014	SERVICE	*.45*	0.00	0.00	12298.50

6/30/2024	Invoiced	21-08-0021-015	-10269.00	1485.00

Item	Commodity	Department	Units	Price	Amount
BARRISTER INV#21-08-0021-015	SERVICE	*.45*	0.00	0.00	10269.00

6/30/2024	Invoiced	21-08-0021-016	-1485.00	0.00

Item	Commodity	Department	Units	Price	Amount
BARRISTER INV#21-08-0021-016	SERVICE	*.45*	0.00	0.00	1485.00

Vendor Number: 010019 **Vendor Name:** A-1 TRUCK & EQUIPMENT INC

Purchase Order: 24-03177

6/30/2024	Issued		5518.66	5518.66

Item	Commodity	Department	Units	Price	Amount
LABOR	SERVICE	*.50*	0.00	0.00	4610.00
PARTS, MATERIALS	SERVICE	*.50*	0.00	0.00	848.25

6/30/2024	Invoiced	36565	-5518.66	0.00

Item	Commodity	Department	Units	Price	Amount
LABOR	SERVICE	*.50*	0.00	0.00	4610.00
PARTS, MATERIALS	SERVICE	*.50*	0.00	0.00	848.25

Vendor Number: 014934 **Vendor Name:** RAMIREZ, JOSHUA

Purchase Order: 24-03178

6/30/2024	Issued		4800.00	4800.00

Item	Commodity	Department	Units	Price	Amount
JUNE 2024 INV #30	SERVICE	*.15*	0.00	0.00	4200.00
JUNE 2024 INV #31	SERVICE	*.15*	0.00	0.00	600.00

6/30/2024	Invoiced	31	-600.00	4200.00

Item	Commodity	Department	Units	Price	Amount
JUNE 2024 INV #31	SERVICE	*.15*	0.00	0.00	600.00

6/30/2024	Invoiced	30	-4200.00	0.00

Item	Commodity	Department	Units	Price	Amount

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
JUNE 2024 INV #30	SERVICE	*.15*	0.00	0.00	4200.00

Vendor Number: 013716 **Vendor Name:** LIBERTY PARK WATER CO.

Purchase Order: 24-03180

6/30/2024	Issued		73000.00		73000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INTEREST PAYMENTS	N/A	*.50*	0.00	0.00	73000.00
6/30/2024	Invoiced	3/20/24 INTEREST	-73000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
INTEREST PAYMENTS	N/A	*.50*	0.00	0.00	73000.00

Vendor Number: 016339 **Vendor Name:** CALIFORNIA POLICE ACTIVITIES LEAGUE

Purchase Order: 24-1003-2024

5/8/2024	Issued		100000.00		100000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SP YARA PROGRAM COHORT	N/A	*.15*	0.00	0.00	100000.00
5/16/2024	Invoiced	111818	-25000.00		75000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SP YARA PROGRAM COHORT	N/A	*.15*	0.00	0.00	25000.00
9/5/2024	Voided - Year End		-75000.00		0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	N/A	*.15*	0.00	0.00	0.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Vendor Number: 016125	**Vendor Name:** ARANDA, MIKE			
Purchase Order: 24-1004-2023				
4/11/2024	Issued		30400.00	30400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	27900.00
4/11/2024	Changed		-9000.00	21400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	21400.00
4/11/2024	Changed		0.00	21400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	27900.00
4/18/2024	Invoiced	0000034	-1800.00	19600.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
4/18/2024	Invoiced	0000033	-1800.00	17800.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
4/18/2024	Invoiced	0000035	-1800.00	16000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
5/16/2024	Invoiced	0000036	-1800.00	14200.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
5/30/2024	Invoiced	0000038	-1800.00	12400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
5/30/2024	Invoiced	0000037	-1800.00	10600.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
6/13/2024	Invoiced	0000039	-1800.00	8800.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
6/25/2024	Changed		6500.00	15300.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	27900.00
6/27/2024	Invoiced	0000040	-960.00	14340.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	960.00
7/11/2024	Invoiced	0000041	-1800.00	12540.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	1800.00
8/22/2024	Voided - Change		-12540.00	0.00

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MIKE ARANDA AGREEMENT THRU JUNE	SERVICE	*.45*	0.00	0.00	27900.00

Vendor Number: 016465 **Vendor Name:** ZUMA CONSTRUCTION GROUP, INC.

Purchase Order: 24-1006-2024

6/19/2024	Issued		675000.00	675000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
POLICE STATION REMODEL PHASE 1	SERVICE	*.15*	0.00	0.00	250000.00
POLICE STATION REMODEL PHASE 1	SERVICE	*.15*	0.00	0.00	425000.00
9/4/2024	Voided - Year End		-675000.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
ROLLOVER PD PO's, MRC, Zuma,Hunt,Ci	SERVICE	*.15*	0.00	0.00	0.00

Vendor Number: 015442 **Vendor Name:** MARIPOSA LANDSCAPES, INC.

Purchase Order: 24-1007-2023

6/30/2024	Issued		20642.32	20642.32
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT #2 -FY23/24-MAR - JUNE	SERVICE	*.15*	0.00	0.00	20642.32
6/30/2024	Invoiced	107097	-5160.58	15481.74
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT #2 -FY23/24-MAR - JUNE	SERVICE	*.15*	0.00	0.00	5160.58
6/30/2024	Invoiced	107507	-5160.58	10321.16
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT #2 -FY23/24-MAR - JUNE	SERVICE	*.15*	0.00	0.00	5160.58
6/30/2024	Invoiced	108046	-5160.58	5160.58
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT #2 -FY23/24-MAR - JUNE	SERVICE	*.15*	0.00	0.00	5160.58
6/30/2024	Invoiced	108606	-5160.58	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
AMENDMENT #2 -FY23/24-MAR - JUNE	SERVICE	*.15*	0.00	0.00	5160.58

Vendor Number: 016509 **Vendor Name:** QUALITY FENCE CO., INC.

Purchase Order: 24-1007-2024

6/19/2024	Issued		227734.95	227734.95
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
5% RETENTION	N/A	*.15*	0.00	0.00	-11986.05
POLICE STATION SECURITY FENCE	SERVICE	*.15*	0.00	0.00	239721.00
9/5/2024	Voided - Year End		-227734.95	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	N/A	*.15*	0.00	0.00	0.00
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.15*	0.00	0.00	0.00

Vendor Number: 011981 **Vendor Name:** NBS

Purchase Order: 24-1009-2024

4/17/2024	Issued		53235.00	53235.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PSA FOR WATER AND WASTEWATER RA	SERVICE	*.50*	0.00	0.00	26617.50
5/2/2024	Invoiced	202404-1792	-762.50	52472.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PSA FOR WATER AND WASTEWATER RA	SERVICE	*.50*	0.00	0.00	381.25
5/30/2024	Invoiced	202405-1963	-350.00	52122.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PSA FOR WATER AND WASTEWATER RA	SERVICE	*.50*	0.00	0.00	175.00
6/27/2024	Invoiced	202406-2190	-525.00	51597.50
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
PSA FOR WATER AND WASTEWATER RA	SERVICE	*.50*	0.00	0.00	262.50
9/5/2024	Voided - Year End		-51597.50	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 010289 **Vendor Name:** PROUSYS, INC

Purchase Order: 24-1010-2023

4/22/2024	Issued		8000.00	8000.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	16000.00
MWO#5 - July Maint. Srvs.	SERVICE	*.50*	0.00	0.00	17250.00
MWO#7-August Maintenance Srvs	SERVICE	*.50*	0.00	0.00	17500.00
4/22/2024	Changed		6125.00	14125.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
5/1/2024	Changed		16000.00	30125.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	16000.00
5/16/2024	Invoiced	970	-8000.00	22125.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
5/16/2024	Invoiced	972	-5525.00	16600.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00

Date	Activity Type	Payable ID	Activity Amount	Balance
5/29/2024	Changed		0.00	16600.00

Item	Commodity	Department	Units	Price	Amount
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	16000.00

Date	Activity Type	Payable ID	Activity Amount	Balance
5/30/2024	Invoiced	950	-600.00	16000.00

Item	Commodity	Department	Units	Price	Amount
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00

Date	Activity Type	Payable ID	Activity Amount	Balance
6/24/2024	Changed		17250.00	33250.00

Item	Commodity	Department	Units	Price	Amount
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	16000.00
MWO#5 - July Maint. Srvs.	SERVICE	*.50*	0.00	0.00	17250.00

Date	Activity Type	Payable ID	Activity Amount	Balance
6/30/2024	Invoiced	984	-15887.50	17362.50

Item	Commodity	Department	Units	Price	Amount
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	15887.50

Date	Activity Type	Payable ID	Activity Amount	Balance
7/1/2024	Voided - Change		-34862.50	-17500.00

Item	Commodity	Department	Units	Price	Amount
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	16000.00
MWO#5 - July Maint. Srvs.	SERVICE	*.50*	0.00	0.00	17250.00
MWO#7-August Maintenance Srvs	SERVICE	*.50*	0.00	0.00	17500.00

Date	Activity Type	Payable ID	Activity Amount	Balance
7/30/2024	Changed		17500.00	0.00

Item	Commodity	Department	Units	Price	Amount
MWO#1-Feb Maint. Srvs.	SERVICE	*.50*	0.00	0.00	600.00
MWO#2-March Maint. Srvs.	SERVICE	*.50*	0.00	0.00	5525.00
MWO#3 - PUNCH LIST ITEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	8000.00
MWO#4 - PUNCH LIST TIEMS SPECIFIED	SERVICE	*.50*	0.00	0.00	16000.00
MWO#5 - July Maint. Srvs.	SERVICE	*.50*	0.00	0.00	17250.00
MWO#7-August Maintenance Srvs	SERVICE	*.50*	0.00	0.00	17500.00

Date	Activity Type	Payable ID	Activity Amount	Balance

Vendor Number: 015593 **Vendor Name:** CANNON CORPORATION

Purchase Order: 24-1011-2023

6/24/2024	Issued		10356.25	10356.25

Item	Commodity	Department	Units	Price	Amount
MWO#1 - MESA TANK SITE	SERVICE	*.50*	0.00	0.00	10356.25

6/27/2024	Invoiced	87670	-10356.25	0.00

Item	Commodity	Department	Units	Price	Amount
MWO#1 - MESA TANK SITE	SERVICE	*.50*	0.00	0.00	10356.25

Vendor Number: 016353 **Vendor Name:** PLAYCORE WISCONSIN INC.

Purchase Order: 24-1013-2024

4/4/2024	Issued		49676.52	49676.52

Item	Commodity	Department	Units	Price	Amount
CONSTRUCTION OF SUBSTRATE 4" OF C	SERVICE	*.15*	0.00	0.00	6420.00
DEMOLITION AND REMOVAL OF EXISTIN	SERVICE	*.15*	0.00	0.00	1896.00
EXCAVATION OF EXISTING EWF AND PIF	SERVICE	*.15*	0.00	0.00	4815.00
GAMETIME PRIME TIME 3 BAY SWING V	SERVICE	*.15*	0.00	0.00	3615.00
GT-IMPAX - 1,383 SF 8' CFH	SERVICE	*.15*	0.00	0.00	31034.52
INSTALL - MOBILIZATION TO SP	SERVICE	*.15*	0.00	0.00	1896.00

6/27/2024	Invoiced	PJI--0238008	-49676.52	0.00

Item	Commodity	Department	Units	Price	Amount
CONSTRUCTION OF SUBSTRATE 4" OF C	SERVICE	*.15*	0.00	0.00	6420.00
DEMOLITION AND REMOVAL OF EXISTIN	SERVICE	*.15*	0.00	0.00	1896.00
EXCAVATION OF EXISTING EWF AND PIF	SERVICE	*.15*	0.00	0.00	4815.00
GAMETIME PRIME TIME 3 BAY SWING V	SERVICE	*.15*	0.00	0.00	3615.00
GT-IMPAX - 1,383 SF 8' CFH	SERVICE	*.15*	0.00	0.00	31034.52
INSTALL - MOBILIZATION TO SP	SERVICE	*.15*	0.00	0.00	1896.00

Vendor Number: 010595 **Vendor Name:** J & H ENGINEERING GENERAL CONTRACTOR, INC

Purchase Order: 24-1014-2024

4/22/2024	Issued		147600.00	147600.00

Item	Commodity	Department	Units	Price	Amount
20% CONSTRUCTION CONTINGENCY	N/A	*.50*	0.00	0.00	24600.00
6TH ST. STORM DRAIN REPLACEMENT P	SERVICE	*.50*	0.00	0.00	123000.00

9/5/2024	Voided - Year End		-147600.00	0.00

Item	Commodity	Department	Units	Price	Amount
FY23/24 PURCHASE ORDER ROLLOVERS	N/A	*.50*	0.00	0.00	0.00
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 014663 **Vendor Name:** PHOENIX CIVIL ENGINEERING, INC.

Purchase Order: 24-10179

6/30/2024	Issued		287058.18	287058.18

Item	Commodity	Department	Units	Price	Amount
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	22481.70

Date	Activity Type	Payable ID	Activity Amount	Balance
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	99152.00
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	165424.48
6/30/2024	Invoiced	22955	-65331.90	221726.28
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	9146.47
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	22480.69
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	33704.74
6/30/2024	Invoiced	22976	-56615.00	165111.28
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	7926.10
HARVARD BLVD. WATER AND SEWER PI	SERVICE	*.50*	0.00	0.00	48688.90
9/5/2024	Voided - Year End		-165111.28	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

Vendor Number: 016402 **Vendor Name:** AQUAPULSE CHEMICALS LLC

Purchase Order: 24-1018-2024

6/30/2024	Issued		8400.00	8400.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
SUPPLY AND DELIVERY OF SODIUM HYP	SERVICE	*.50*	0.00	0.00	8400.00
9/5/2024	Voided - Year End		-8400.00	0.00
Item	**Commodity**	**Department**	**Units**	**Price**	**Amount**
FY23/24 PURCHASE ORDER ROLLOVERS	SERVICE	*.50*	0.00	0.00	0.00

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: November 20, 2024

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

11.20.24 Future Agenda Items.docx

Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting December 11, 6:30pm	
Admin	Website Refresh Presentation	
P&R	Visitor from the North Pole	
Admin	Selection of Compensation Study Consultant	
Clerk	Declaring Results of Nov. 5, 2024 Election – Reso	
Clerk	Procedures for Election of Mayor and Vice Mayor	
	Regular Meeting December 18, 6:30pm	
Finance	Finance Department Report	
Admin	City Manager Department Report	
PW	Harvard Blvd Project Closeout	
CDD	People Self Help – Funding	
PW	CARB Advanced Clean Fleet Regulations	
P&R	Union Oil Building Use Agreements	
Clerk	Mayor's Standing Committee	
Admin	Adoption of 2025 Council Meeting Calendar	
Admin	Water Bill Subsidy Options	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
Finance	Development Impact Fees (DIF) Overview	Jan / Feb
	FUTURE AGENDA ITEMS	
Finance	Update on Utility Bills	
PW	Plans & Specifications for 8th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation	
Legal	Fire MOU Amendment	
CDD	Homeless Encampment Opportunities Workshop	
Legal	Development Code Amendments	

Updated 11/14/2024