"CASEMENT LEAGEND:

1. An easement for public, drainage, and development purposes, granted to the County of Ventura for the easement gold recorded July 14, 1975, in Book 145, Page 840 of Official Records of Ventura County.

2. An easement for private utilities and residential purposes, granted to the City of Oxnard for the easement gold recorded January 23, 1982, as Instrument No. 82-1205 of Official Records of Ventura County.

3. An easement for public street and public utility and residential purposes, granted to the City of Oxnard for the easement gold recorded August 19, 1983, as Instrument No. 83-12828 of Official Records of Ventura County.

4. An easement for public street and public utility and residential purposes, granted to the City of Oxnard for the easement gold recorded October 26, 1987, as Instrument No. 87-171015 of Official Records of Ventura County.

5. The deed plat for the tract was recorded in the office of the County Recorder of Ventura County, and used as the basis of bearings shown on this plat.

6. Proposed if designated to the city of Oxnard for public utility purposes.

7. Proposed for access to all governmental agencies providing for the public health, safety, and welfare.

---

**GRAPHIC SCALE**

**INDEX MAP**

**TRACT No. 5672-1**

In the City of Oxnard
County of Ventura
State of California


**INDEX:**

**SHEET 2 OF 5 SHEETS**
TRACT No. 5672-1

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA


JANUARY 2015

NOTE:
SEE SHEET 2 FOR BOUNDARY JUSTIFICATION. EASEMENT LEGEND, AND MONUMENT NOTES. SEE SHEETS 4 AND 5 FOR ADDITIONAL BOUNDARY AND LOT INFORMATION.

DENNER AND CARRION, INC.
CIVIL ENGINEERS-LAND SURVEYORS

SHEET 3 OF 5 SHEETS
TRACT No. 5672-1

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA


JANUARY 2015

Berner and Carpenter, Inc.
CIVIL ENGINEERS LAND SURVEYORS
261 W. MAIN ST.
Oxnard, CA 93030
(805) 656-3737 (805) 656-2189

NOTE:
SEE SHEET 2 FOR BOUNDARY JUSTIFICATION, EASEMENT LEGEND, AND MONUMENT NOTES. SEE SHEETS 3 AND 4 FOR ADDITIONAL BOUNDARY AND LOT INFORMATION.
Verification of Status
For Maps and Improvement Plans

Development Services - Engineering

Tract Number  5672-01

Project Location:
Northwest corner of Ventura Road and Vineyard Ave

☐ Map requires subdivision improvement agreement.

☐ The Development Services Program does not require improvement plans for this development.

☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.

☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.

☒ The Final Map has been signed.

DATE: 12/17/15

Paul J. Wendt, Supervising Civil Engineer
Building and Engineering Division

G:\Wendt\Verification of Status\Verification form - 03-13-2014.doc
Revised 03/13/2014
CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.


WHEREAS, on September 18, 2008, the Planning Commission of the City of Oxnard ("Planning Commission") recommended denial of an application for Planning and Zoning Permit Nos. 06-300-01 (Tentative Subdivision Map for Tract No. 5672); PZ 06-620-01 (General Plan Amendment); PZ 06-630-01 (Specific Plan Amendment); PZ 06-570-02 (Zone Change); and PZ 07-670-01 (Development Agreement); and

WHEREAS, on September 22, 2008, the Applicant filed a timely appeal of the Planning Commission’s action; and

WHEREAS, on January 13, 2009, the City Council approved the Tentative Subdivision Map for Tract No. 5672 by Resolution Nos. 13,589 (Tentative Map) and 13,578 (Special Use Permit), subject to certain findings and conditions; and

WHEREAS, the Final Subdivision Map for Tract No. 5672-1 has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that approval of Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract No. 5672-1) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of CEQA.

SECTION 2. Based on review of the City Council Staff Report, all exhibits attached thereto and all written and oral testimony, the City Council hereby finds that: (i) the Final Subdivision Map for Tract No. 5672-1 conforms to the requirements of the Subdivision Map Act, Oxnard 2030 General Plan as adopted, Chapter 15 of the Oxnard City Code, and every
condition of approval previously imposed upon the Tentative Subdivision Map for Tract No. 5672-1; and (ii) the Final Subdivision Map for Tract No. 5672-1 is in substantial compliance with the previously approved Tentative Subdivision Map for Tract No. 5672-1. Based on the foregoing, the City Council hereby approves Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract No. 5672-1) and authorizes its recordation.

SECTION 3. Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract No. 5672-1) is hereby subject to those findings and conditions set forth in City Council Resolution No. 13,589, which are incorporated herein by this reference.

SECTION 4. The City Council hereby approves the Subdivision Improvement Agreement attached hereto as Exhibit A and authorizes the Mayor to execute such Agreement.

SECTION 5. The City Council hereby authorizes the City Clerk to execute a certificate on the Final Subdivision Map for Tract No. 5672-1 stating that the City Council approved the Final Subdivision Map and that all offers of dedication shown on the Final Subdivision Map are accepted subject to improvement.

[SIGNATURES ON THE FOLLOWING PAGE]
PASSED AND ADOPTED this 12th day of January, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney
EXHIBIT A

Agreement No. A-7798

CITY OF OXNARD

SUBDIVISION IMPROVEMENT AGREEMENT

Date of Agreement: December 15, 2015
Tract No.: 5672-1
Name of Subdivider: Devco Oxnard Vineyard Avenue, LLC
Address: 12424 Wilshire Boulevard, Suite 670, Los Angeles, CA 90025

This Subdivision Improvement Agreement ("Agreement") is entered into in the County of Ventura, State of California, between the City of Oxnard ("City") and the above-named Subdivider ("Subdivider") pursuant to Government Code section 66462 et seq., of the Subdivision Map Act and the City's subdivision ordinance. In connection with the "Project" described in the First Amendment to Development Agreement dated December 15, 2015 ("First DA Amendment") between Subdivider and City, City and Subdivider agree as follows:

1. Agreement to Perform. Subdivider agrees to satisfactorily perform all acts required by City in connection with this Agreement.

2. Construction of Improvements.

   A. At Subdivider's sole expense, Subdivider agrees to construct and complete in accordance with City standards all street, drainage, water, sewer, lighting, and other public improvements required for approval of the subdivision of the above tract. Such public improvements are set forth in Section 1 of Exhibit 1, attached hereto and incorporated herein by this reference. The estimated cost of such public improvements is listed in Section 2 of Exhibit 1.
B. Subdivider agrees to construct and complete City's portion, if any, of the site improvements as set forth in Section 1 of Exhibit 1 ("Improvements"). Subdivider shall be reimbursed by City for the cost of such construction and completion in accordance with Resolution No. 10,272.

C. If the Improvements are deemed to be a public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies, then Subdivider shall comply with all requirements of law applicable to such construction.

D. Prior to the issuance of a building permit for construction of the Improvements, the Subdivider shall enter into an agreement with the City that allows the City or its assignee to construct and operate connections from the private sewer system to be built by the Subdivider for the Project to a residential development that may be built on the “Grantee Property” described in the Residential Access Easement Agreement attached as Exhibit D to the First DA Amendment.

3. Repairs or Reconstruction. Prior to the City's final acceptance of the Improvements, Subdivider shall promptly repair or reconstruct any portion of the Improvements that the Development Services Director ("Director") determines, in his or her sole discretion, to be unsatisfactory. If Subdivider does not act promptly after reasonable notice from Director, and if City promptly repairs or reconstructs the Improvements in order to protect such Improvements or the public safety, Subdivider shall pay to City the actual cost of repairs or reconstruction plus 15 percent thereof.

4. Fees and Charges. Subdivider agrees to pay all fees and charges imposed on the development pursuant to federal and State law and regulations and City ordinances, resolutions
and policies unless Subdivider is not required to pay said fee or charge pursuant to the 2009 Development Agreement.

5. **Faithful Performance/Labor and Materials Security.** Prior to execution of this Agreement by City, Subdivider shall furnish the City with security in a form approved by the City Attorney. Security shall be as follows:

   A. One hundred percent (100%) of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1 to secure satisfactory construction and completion of the Improvements.

   B. Fifty percent (50%) of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1 to secure prompt payment to any contractor, subcontractor, and/or to persons furnishing labor, materials, or equipment for the construction and completion of the Improvements.

   C. No changes or alterations may be made in the construction of the Improvements without the prior approval of Director. Unless otherwise approved, in writing, by Director, Subdivider shall obtain security for 100% of the estimated cost of the public improvements as changed or altered.

6. **Release of Security.** City agrees that the security furnished by Subdivider shall be released in the following manner:

   A. Security provided for satisfactory construction and completion of the Improvements shall be released upon final completion and acceptance of such construction by Director, subject to the security retained to guarantee that the Improvements are not defective and to pay the costs of enforcement. On written application of Subdivider after partial completion of the construction and acceptance thereof, Director may release a portion of the
security. Any partial release shall not be less than 25% or more than 75% of the total security until final completion and acceptance of the Improvements by Director.

B. Security for payment to any contractor, subcontractor, and/or person furnishing labor, materials, or equipment shall be released 65 days after the recording of a Notice of Completion, or if a Notice of Completion is not recorded, 95 days after the completion of the Improvements. The amount of security released shall be the total security less the amount of all claims of lien that have been recorded and notice given in writing to City. If no such claims of lien have been recorded and no notice given in writing to City, City shall release the security in full.

7. **Guarantee of No Defects.** Subdivider guarantees that the Improvements shall not be defective in any manner for a period of one year following completion and acceptance thereof by City, and Subdivider agrees to pay City’s costs of enforcing such guarantee. Subdivider’s guarantee shall be secured by a security in a form approved by the City Attorney equal to 25% of the estimated costs of the Improvements as listed in Section 2 of Exhibit 1.

8. **Time for Completion.**

A. Subdivider shall commence construction of the Improvements within four (4) years of the date of this Agreement and complete construction of the Improvements within twelve (12) months after commencement of said construction.

B. If Subdivider is delayed at any time in the progress of the construction by any changes ordered by Director in the scope of Subdivider’s construction or by labor disputes, fire, unavoidable casualties, inclement weather or other circumstances beyond Subdivider’s control, Director, on written application of Subdivider, may extend the time for completion for a
reasonable period. Any extension granted by Director shall be in writing and shall specify the new time for performance.

C. For other good cause shown by Subdivider, Director may extend the time for completion. Any extension granted by Director shall be in writing and shall specify the new time for performance.

D. If the estimated costs of construction of the Improvements have increased after twenty-four (24) months after the date of this Agreement, Director may, as a condition of the City issuing building permits for the Project, require Subdivider to increase the amount of security.

9. Breach of Agreement. Director may declare Subdivider in breach of this Agreement for any of the following reasons:

A. Subdivider does not diligently pursue completion of the Improvements, or any part thereof, or fails to complete the construction of the Improvements within the specified time;

B. Subdivider is adjudged bankrupt, or Subdivider makes a general assignment for the benefit of Subdivider’s creditors, or a receiver is appointed because Subdivider has become insolvent;

C. Subdivider or any of Subdivider’s contractors, subcontractors, agents or employees violate any of the provisions of this Agreement.

10. Use of Security Upon Breach. After notifying Subdivider of Subdivider’s breach of this Agreement, Director shall have the following rights with regard to Subdivider’s security:
A. To demand that the surety immediately take over and complete the Improvements. The surety shall be obligated to comply with such demand within five days of receipt thereof.

B. To take over and complete the Improvements and use the security to provide for the entire costs thereof.

C. To take other appropriate action to cause the Improvements to be constructed at the expense of Subdivider or Subdivider’s surety.

11. **Indemnity.** Subdivider agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider’s behalf would be held strictly liable.

12. **Insurance.**

A. Prior to execution of this Agreement by City, Subdivider shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-Q, attached hereto and incorporated herein by this reference, issued by a company
satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Subdivider obtain and maintain such insurance coverages.

B. Prior to commencement of any construction under this Agreement, Subdivider shall file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-Q. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-Q.

C. Maintenance of proper insurance coverages by Subdivider is a material element of this Agreement. Subdivider’s failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

13. **Severability.** City and Subdivider agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

14. **Waiver of Any Challenge.** Subdivider’s execution of this Agreement represents full acceptance of the benefits and the burdens associated with the subject matter thereof and Subdivider hereby fully and completely waives all claims, protests, or challenges concerning the terms and subject matter of this Agreement.

15. **Costs of Enforcement.** Subdivider and City agree that the prevailing party’s reasonable costs, attorneys’ fees (including the reasonable value of the services rendered by the City Attorney Department) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

16. **Arbitration.** Subdivider and City agree that in the event of any dispute with regard to the provisions of this Agreement or the construction of the public improvements, the dispute may be submitted to arbitration upon the mutual agreement of Subdivider and City
under such procedures as Subdivider and City may agree upon, or, if Subdivider and City cannot agree, then under the Rules of the American Arbitration Association.

17. **Waiver of Statute of Limitations.** For a period of ten years from the date of this Agreement, Subdivider agrees not to plead the statute of limitations as a defense to the obligations imposed by this Agreement.

18. **Notices.** All notices provided for herein shall be in writing and shall be effective when delivered in person or sent by registered or certified mail to Subdivider at the address given above or to City, c/o Development Services Director, 214 South “C” Street, Oxnard, California 93030.

19. **Amendments.** City and Subdivider agree that the terms and conditions of the Agreement may be reviewed and modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Director and Subdivider.

20. **Binding on Successors.** Subdivider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Subdivider and City.

21. ** Entire Agreement. ** City and Subdivider agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

22. **Construction of Agreement.** Each of the Parties has cooperated in the drafting and preparation of this Amendment and, therefore, any construction of the intent of the Parties or language hereof to be made by a court or arbitrator shall not be construed against any of the Parties. Nothing contained in this Agreement shall be construed as a modification or amendment of the Development Agreement dated as of January 27, 2009 between Subdivider,
Casden Oxnard LLC and the City, as amended by the First DA Amendment ("Development Agreement"), and the Development Agreement shall control over this Agreement if there is determined to be any conflict between those two Agreements.

23. **Notice to Future Owners of Lots Nos. 41, 42, 43, 46, 47 and 48.** Upon final completion and acceptance of construction of the Improvements by the Director, the Subdivider shall cause (a) the Notice provided in Exhibit 2 to this Agreement to be included in the contracts with the original purchasers of the houses to be constructed on Lots Nos. 41, 42, 43, 46, 47 and 48 in the Project described in the Development Agreement and as reflected on Exhibit 3 hereto and (b) recordation of a memorandum of said Notice after execution of the contracts with the original purchasers.

24. **Assignment.** This Agreement, including all of the Subdivider’s obligations, may be assigned by the Subdivider on the same terms and conditions as provided for the assignment of the Development Agreement in Section 11 of the 2009 Development Agreement.

CITY OF OXNARD

[Signature]
Ashley Golden
Development Services Manager

APPROVED AS TO FORM:

Stephen M. Fischer
Interim City Attorney

CITY OF OXNARD

[Signature]
Tim Flynn, Mayor

APPROVED AS TO INSURANCE:

风险管理部门

LEGAL0235608731v10

Attachment 3 FSM CC Resolution (15-300-04)(10-13-2015) Final
SUBDIVIDER
DEVCO OXNARD VINEYARD AVENUE LLC

By: ____________________________

Its: ____________________________

ATTEST:

_________________________________
Daniel Martinez, City Clerk
SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 2014-02A
Planning Commission Resolution No. Denied
City Council Resolution No. 13,588 and 13,589
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

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TOTAL $7,450,000.00
A new municipal grade sewer lift station has been constructed for the pumping of raw sewage. The approximate location of the lift station is shown on Exhibit A to this Disclosure Statement. This lift station, which was constructed below the ground surface, will accommodate the sewage flows from the master community as well as existing flows from other parts of the City. The lift station is solely owned and operated by the City of Oxnard. Potential impacts of the lift station may include a periodic increase in noise and odor levels in the area of the lift station as well as near the property you are purchasing. The master developer and builder of the master community has no control over the use, operation, or maintenance of the lift station. No written or verbal representations or warranties are being made to you by any person, entity or government body as to whether these facilities will have any adverse impact on you or the property you are purchasing and its value. If you want to obtain additional information regarding the lift station, please contact the City of Oxnard, Planning Department.
EXHIBIT 3
INSURANCE REQUIREMENTS FOR SUBDIVISION AGREEMENTS

1. Developer shall obtain and maintain during the performance of any activities under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the development of the subdivision by developer, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers’ Compensation Insurance in compliance with the laws of the State of California, and Employer’s Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Developer shall, prior to approval of the Subdivision Agreement, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-Q. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. If the certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7798
300 West Third Street, Suite 302
Oxnard, California 93030

3. Developer agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days’ prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Developer agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of developer; products and completed operations of developer; premises owned, occupied or used by developer; or automobiles owned, leased, hired or borrowed by developer. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-Q or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

Certificates of Insurance

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

Endorsement Forms

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

INS-Q.doc
**ACORD CERTIFICATE OF INSURANCE**

**PRODUCER**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

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**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. A-7798

300 W. Third Street, Suite 302

Oxnard, CA 93030

**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will send a written notice to the certificate holder named in this certificate. The certificate holder shall immediately notify the company of any changes in the information provided on this certificate.

**AUTHORIZED REPRESENTATIVE**

Reference No. A-7798

AUTHORIZED REPRESENTATIVE

Attachment 3 FSM CC Resolution (15-300-04)(10-13-2015) Final

Attachment 3 Page 22 of 32
GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone: 

NAMED INSURED

Telephone: 

TYPE OF INSURANCE

<table>
<thead>
<tr>
<th>GENERAL LIABILITY</th>
<th>COMMERCIAL GENERAL LIABILITY</th>
<th>COMPREHENSIVE GENERAL LIABILITY</th>
<th>OWNERS &amp; CONTRACTORS PROTECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

COVERAGES

<table>
<thead>
<tr>
<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIABILITY LIMITS IN THOUSANDS $</td>
<td></td>
</tr>
</tbody>
</table>

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

CITY AGREEMENTS/PERMITS

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7798

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

<table>
<thead>
<tr>
<th>Broker/Agent</th>
<th>Underwriter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I ___________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ___________________________ (original signature required)

Telephone: (____) Date Signed

PROMPTLY SUBMIT A DUPLICATE OF THIS ENDORSEMENT TO THE CITY OF OXNARD ATTN: RISK MANAGER.

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) 

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits

☐ In Addition to Limits

☐ Deductible

☐ Self-insured Retention (check which) of $ 

☐ with an Aggregate of $ applies to coverage.

☐ Per Occurrence

☐ Per Claim

APPLICABILITY

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

CITY AGREEMENTS/PERMITS

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

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

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

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

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:

NAMED INSURED

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY  ☐ BUSINESS AUTO POLICY  ☐ OTHER

LIMIT OF LIABILITY

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

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ in Addition to Limits

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

APPLICABILITY. This insurance pertains to the operations, products and/or
activities performed by or on behalf of the named insured.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: ____________________________
Address: ____________________________
Telephone: ________________________

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

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

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

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

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form GA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager
Reference No. A-7798
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________________________

I ____________________________ (print/type name), warrant that I have authority to
bind the above-mentioned insurance company and by my signature hereto do so bind this
city to this endorsement.

Signature ____________________________ (original signature required)
Telephone: ________________________ Date Signed ____________________________

Attachment 3 FSM CC Resolution (15-300-04)(10-13-2015) Final
CERTIFICATE OF LIABILITY INSURANCE

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 be endorsed. If substitution 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 endorsements.

Producer: License # 0707776
Los Angeles, CA - Center Drive - HUB International Insurance Services Inc.
6781 Center Drive
Los Angeles, CA 90045

Insured:
Raville West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

Coverage
Coversages:

<table>
<thead>
<tr>
<th>DESCRIPTION OF OPERATIONS</th>
<th>LOCATIONS</th>
<th>VEHICLES</th>
<th>ACCORD 25 (2014/01)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial General Liability</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>- Claims-Made</td>
<td>X</td>
<td>OCCUR</td>
<td>105GL001087000 08/02/2015 08/05/2016</td>
</tr>
<tr>
<td>- BIPD (Incl. Ded: 5,000)</td>
<td>X</td>
<td>LOC</td>
<td></td>
</tr>
<tr>
<td>- General Aggregate Limit Applies Per:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Policy</td>
<td>X</td>
<td>PRO-JECT</td>
<td></td>
</tr>
<tr>
<td>- Other</td>
<td></td>
<td></td>
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</tbody>
</table>

Automobile Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Location</th>
<th>Vehicle</th>
<th>ACCORD 25 (2014/01)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto</td>
<td>BAS5646103 07/09/2015 07/08/2016</td>
<td>X</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>All Owned Autos</td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Owned Autos</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uninsured Liab</td>
<td>OCCUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Liab</td>
<td>CLAIMS-MADE</td>
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</table>

Workers Compensation and Employers Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Location</th>
<th>Vehicle</th>
<th>ACCORD 25 (2014/01)</th>
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</thead>
<tbody>
<tr>
<td>Any Proprietary/Partner/Executive Officer</td>
<td>X</td>
<td>N/A 910914715 08/09/2015 08/09/2016</td>
<td></td>
</tr>
</tbody>
</table>

Certificate Holder

City of Oxnard - Attn: Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

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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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD.
**GENERAL LIABILITY SPECIAL ENDORSEMENT**

**FOR THE CITY OF OXNARD (the City)**

**PRODUCER**
Web International Insurance Services Inc.
6701 Center Drive #9200
Los Angeles, CA 90045
License #0979776

**NAMED INSURED**
Revello West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

**TYPE OF INSURANCE**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>GENERAL LIABILITY</th>
<th>OTHER PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td>Liability Limits in Thousands</td>
</tr>
<tr>
<td></td>
<td>Comprehensive General Liability</td>
<td>Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>Owners &amp; Contractors Protective</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Products/Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Personal &amp; Advertising Injury</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Fire Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$600,000</td>
</tr>
</tbody>
</table>

**CLAIMS**

- Underwriter representative for claims pursuant to this endorsement:
  - Name: Hub International Insurance Services, Inc.
  - Address: 925 Center Drive #3003
  - Telephone: (310) 1988-2392

**APPLICABILITY**: This endorsement pertains to the operations, products and services of the named insured under all written agreements and permits to which the City agrees, and shall not contribute with it.

**CITY AGREEMENTS/PERMIT**

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

1. **INUREMENT**. The City, its officers, agents, employees and volunteers are deemed to be insured with regard to liability and defense of suits arising from the operation, products and services performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED**. As respects (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured to the City, this insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, and shall not contribute with the insurance maintained by the City, its officers, agents, employees or volunteers.

3. **SURETYSHIP OF INTEREST**. This insurance applies severally to each insured against whom claim is made or suit is brought except as to the company’s limits of liability. The limitation of any person or organization as an insured shall not affect any right that such person or organization would have as a claimant if not so included.

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

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

6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverages, “occurrence” form CG 0001;
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**

Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**

- Broker/Agent
- Underwriter

**Signature**

Telephone: (310) 1988-7917

**Date**

2/6/16
**AUTOMOBILE LIABILITY SPECIAL ENDSORSEMENT**  
FOR THE CITY OF OXNARD (the City)

**PRODUCER**  
Hub International Insurance Services Inc.  
6701 Center Drive #1600  
Los Angeles, CA 90048  
License #0787776  
Telephone: (213) 993-5925

**NAMED INSURED**  
Ravelll West Construction, Inc.  
211 Village Commons, #111  
Camarillo, CA 93012

**POLICY INFORMATION:**  
*Insurance Company:* Liberty Mutual Insurance Company  
*Policy No.:* BAGB48866666  
*Policy Period:* (From) 01/01/15  
*Loss Adjustment Expenses:* (Included in Limits)

**ENDORSEMENT NO.:**  
*Issue Date:* (RECORD) 1/31/15

**CLAIMS:** Underwriter or representative for claims pursuant to this insurance.  
*Name:* Hub International Insurance Services Inc.  
*Address:* 6701 Center Drive #1600  
*Los Angeles, CA 90048*  
*Telephone:* (213) 993-5925

**TYPE OF INSURANCE**  
- [ ] Commercial Auto Policy  
- [ ] Business Auto Policy  
- [ ] Other

**LIMIT OF LIABILITY**  
$1,000,000 per accident, for bodily injury and property damage.

---

In consideration of the premium charged and not withstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA001, code "any auto"; or
   b. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA001, code "any auto"; or

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
Attn: Risk Manager  
Reference No. ———  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**  
[Broker/Agent] [Deductible] [Self-Insured Retention] [Endorsement]

---

**INS-P.doc**

Attachment 3 FSM CC Resolution (15-300-04)(10-13-2015) Final

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WAIVER OF SUBROGATION

EFFECTIVE SEPTEMBER 29, 2015 AT 12.01 A.M.
AND EXPIRING AUGUST 9, 2016 AT 12.01 A.M.

RAVELLO WEST CONSTRUCTION

211 VILLAGE COMMONS BLVD UNIT 11
CAMARILLO, CA 93012

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY.

RAVELLO WEST CONSTRUCTION

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: 

OCTOBER 1, 2015 2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Yours sincerely,

[Signature]

[Signature]
**CERTIFICATE OF LIABILITY INSURANCE**

**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 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 # 0757776
Los Angeles, CA - Center Drive - HUB International Insurance Services Inc.
7901 Center Drive
#1600
Los Angeles, CA 90045

**INSURED**
Ravello West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

**COVERAGES CERTIFICATE 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.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>103GL001067000</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PREMISES (time occurrence): $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>MED EXP (any one person): $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOUND: $2,000,000</td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>103GL001067000</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>BAS56446103</td>
<td>COMBINED SINGLE LIMIT (in excess): $1,000,000</td>
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<tr>
<td></td>
<td></td>
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<td>BODILY INJURY (Per person): $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident): $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident): $1,000,000</td>
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<td></td>
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<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $1,000,000</td>
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<tr>
<td>C</td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>910914715</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)**

**RE:** Agreement # A-7798

The City of Oxnard, its City Council, officers, employees and volunteers, and Devco Oxnard Vineyard Avenue, LLC are named as additional insured on the General Liability and Auto Liability with Primary & Non-Contributory wording as per attached forms 301 and 002. Waiver of Subrogation applies to the Workers Compensation as per attached form 10217.

**CERTIFICATE HOLDER**

City of Oxnard - Attn: Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

**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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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Attachment 3 FSM CC Resolution (15-300-06)(10-13-2015) Final

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GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the aCity)

PRODUCER
Hull International Insurance Services Inc.
9701 Center Drive #100
Los Angeles, CA 90066
License 0F97776
Telephone: (310) 989-6030

NAMED INSURED
Ravello West Construction, Inc.
211 Village Commons, #11
Camarillo, CA 93012

TYPE OF INSURANCE

GERERAL LIABILTY
- COMMERCIAL GENERAL LIABILITY
- COMPREHENSIVE GENERAL LIABILITY
- OWEERS & CONTRACTORS PROTECTIVE

COVERAGES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIABILITY LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>PRODUCTS/COMPLETED OPERATIONS</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADVERTISING INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>FIRE DAMAGE</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   a. Hull International Insurance Services Commercial General Liability Coverage, "occurrence" form CG 0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. __________
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
[Signature]
Telephone: (310) 688-7917 Date Signed: __________

Attachment 3 FSM CC Resolution (15-300-04)(10-13-2015) Final
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

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

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

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

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CAO991, code (any audit); or

b. The names Insured under all written agreements and permits in force with the City unless checked here CI In which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager
Reference No. 

300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

[Signature]

Telephone: (805) 988-7617

Date Signed: 12/15/15

Endorsement No. 001

Attachment 3

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WAIVER OF SUBROGATION

EFFECTIVE SEPTEMBER 29, 2015 AT 12.01 A.M.
AND EXPIRING AUGUST 9, 2016 AT 12.01 A.M.

RAVELLO WEST CONSTRUCTION

211 VILLAGE COMMONS BLVD UNIT 11
CAMARILLO, CA 93012

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST:

CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

RAVELLO WEST CONSTRUCTION

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: OCTOBER 1, 2015

10217 (REV. 7-2014)

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2570

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