DATE:    July 12, 2016

TO:      City Council

THROUGH: Greg Nyhoff, City Manager
         Office of the City Manager

FROM:    Daniel Rydberg, Public Works Director

SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation (15/15)

CONTACT: Ralph Alamillo, Public Works
         Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of $905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

BACKGROUND

In February 2005, general contractor, Viola, Inc. was awarded the building contract for the new South Oxnard Branch Library. Viola, Inc. and its sub-contractors completed construction in April 2007.

In May 2009, multiple leaks in the library’s variable air volume pits and duct system were discovered by City maintenance staff. The source of the leaks was identified and the repairs were completed by Smith Electric in June 2009. The system was monitored and a secondary leak appeared.

In September 2011, the City began discussions with Viola, Inc. regarding the issues, as they appeared to be related to the initial construction.

After initiating discussions with Viola, Inc. in September of 2011, the library’s water meter indicated significant water usage in December of 2011. The City was unable to locate additional
leaks and as a result, the City was forced to shut down the system to prevent additional water usage and damage to the library.

In March 2012, after months of negotiating with Viola, Inc. and locating additional water related issues, the City filed a lawsuit to address defective copper piping installed beneath the library floor and a faulty skylight installation.

In November 2014, the lawsuit was settled. In March 2015, the sum of $905,000 was paid by Viola, Inc. et al to the City and deposited into the General Fund – Fund Balance Account. Subsequent to this, a transfer of the funds should have been made, assigning the $905,000 to the Library Project Account. This did not occur. Council action on this item will approve the attached budget appropriation of $905,000 from the General Fund – Fund Balance Account to the South Oxnard Library Improvement Project 165703. Upon completion of plans and specifications for the South Oxnard Library Improvement Project 165703, staff will return to Council for approval to go out to bid.

FINANCIAL IMPACT

Staff recommends funds received from the settlement with Viola, Inc. in the amount of $905,000 in March 2015 be appropriated and transferred from the General Fund – Fund Balance Account to South Oxnard Library Improvement Project 165703.
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is entered into on this 4th day of December 2014 (“Effective Date”) by and among the following parties, with respect to the following recitals, and subject to the terms, conditions and provisions set forth below:

1. PARTIES

PLAINTIFF: CITY OF OXNARD, a municipal California corporation (“PLAINTIFF”).

SETTLING DEFENDANTS: VIOLA, INC. aka VIOLA INCORPORATED, a California corporation (erroneously sued as VIOLA CONSTRUCTION, INC. dba VIOLA, INC.) (“VIOLA”); BRANNON, INC. dba SMITH ELECTRIC SERVICE, a California corporation; ROESLING NAKAMORA TERADA ARCHITECTS, INC., a California corporation; SYSKA HENNESSY GROUP, INC., a New York corporation: COAST TO COAST GLASS CORPORATION, a California corporation and R&J SHEET METAL, INC., a California corporation (hereinafter collectively “SETTLING DEFENDANTS”).

SETTLING CROSS-DEFENDANTS: CARMEL ARCHITECTURAL SALES; CASTANEDA CONSTRUCTION; STANDARD DRYWALL, INC.; TORO ENTERPRISES, INC.; ARCADIA, INC.; KALWALL CORPORATION; DAMAR CONSTRUCTION, INC.; and T.B. PENICK & SONS INC. (hereinafter collectively referred to as “SETTLING CROSS-DEFENDANTS”).

PLAINTIFF, SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall each individually be referred to as a “SETTLING PARTY” and collectively as “SETTLING PARTIES”.

2. RECITALS

A. WHEREAS, CITY OF OXNARD and ROESLING NAKAMORA TERADA ARCHITECTS, INC. entered into an agreement for architectural services on or about June 1, 2001 and all related amendments thereunder for the design of the South Oxnard Library to be located at 4300 Saviors Road, Oxnard, California 93033 (the “PROJECT”). Thereafter, ROESLING NAKAMORA TERADA ARCHITECTS, INC. and SYSKA HENNESSY GROUP, INC. entered into an agreement on or about November 7, 2003 for the design and engineering of certain systems for the PROJECT.

B. WHEREAS, PLAINTIFF and VIOLA entered into a contract (the “PRIME CONTRACT”) dated February 9, 2005 for the construction of the PROJECT. Thereafter, VIOLA and its subcontractors entered into various subcontract agreements for the construction of various portions of the PROJECT.

C. WHEREAS, on or about February 6, 2012, PLAINTIFF filed an action in the Ventura County Superior Court entitled City of Oxnard v. Viola Construction et al., Case No. 56-2012-00412257-CU-BC-VTA (the “LAWSUIT”). The term LAWSUIT as used herein includes the complaint and all amended complaints, cross-complaints, amended cross-complaints and all allegations, claims and requests for relief set forth therein. The operative Second Amended Complaint (the “Complaint”) was filed on or about January 4, 2013. Thereafter, PLAINTIFF filed certain “DOE Amendments” naming additional parties to the Complaint, on or about October 8, 2013. In the complaint filed in the LAWSUIT, PLAINTIFF asserts and alleges certain claims against the SETTLING DEFENDANTS, and others, for breach of contract, breach of express and implied warranty, strict liability, and negligence. PLAINTIFF seeks to recover damages for the alleged improper, defective and negligent design and construction of the PROJECT, including, but not limited to, property damage, repair costs, investigation fees, design fees, experts’ fees, attorneys’ fees, diminution in the value of the PROJECT, and costs of suit.
D. WHEREAS, after the filing of the LAWSUIT, the Defendants and the Cross-Defendants filed their respective cross-complaints against each other. On or about July 19, 2012, VIOLA filed a cross-complaint in the LAWSUIT against the other Defendants and against additional parties, including the SETTLING CROSS-DEFENDANTS.

E. WHEREAS, the SETTLING PARTIES wish to settle and compromise their claims against each other as stated in this Agreement. The intent of this Agreement is to resolve all pending disputes and claims asserted among the SETTLING PARTIES in the LAWSUIT, or pertaining to the PROJECT, except for those expressly excluded below. It is further intended that this Agreement is a compromise of disputed claims and that this Agreement and any consideration paid or transferred shall not be construed as an admission of liability on the part of any SETTLING PARTY. It is understood that SETTLING PARTIES deny liability to each other, and that this Agreement is intended to avoid expending additional time, efforts and costs of further litigation, and to buy peace among the SETTLING PARTIES.

3. CONSIDERATION

a. In consideration of the dismissals with prejudice as against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS from the Complaint and cross-complaints filed in the LAWSUIT, and for release set forth below pursuant to the terms of this Agreement, and for other valuable consideration described below, the SETTLING PARTIES shall pay the following sums (“Settlement Proceeds”) to the PLAINIFF as set forth below in the following amounts:

<table>
<thead>
<tr>
<th>PARTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCADIA, INC.</td>
<td>15,000</td>
</tr>
<tr>
<td>BRANNON, INC. dba SMITH ELECTRIC SERVICE</td>
<td>80,000</td>
</tr>
<tr>
<td>CASTANEDA CONSTRUCTION</td>
<td>60,000</td>
</tr>
<tr>
<td>COAST TO COAST GLASS CORPORATION</td>
<td>118,000</td>
</tr>
<tr>
<td>DAMAR CONSTRUCTION, INC.</td>
<td>17,500</td>
</tr>
<tr>
<td>CARMEL ARCHITECTURAL SALES</td>
<td>10,000</td>
</tr>
<tr>
<td>ROESLING NAKAMORA TERADA ARCHITECTS, INC.</td>
<td>200,000</td>
</tr>
<tr>
<td>STANDARD DRYWALL, INC.</td>
<td>40,000</td>
</tr>
<tr>
<td>SYSKA HENNESSY GROUP, INC.</td>
<td>115,000</td>
</tr>
<tr>
<td>T.B. PENICK &amp; SONS INC.</td>
<td>2,000</td>
</tr>
<tr>
<td>TORO ENTERPRISES, INC.</td>
<td>5,000</td>
</tr>
<tr>
<td>R&amp;J SHEET METAL, INC.</td>
<td>5,000</td>
</tr>
<tr>
<td>VIOLA, INC.</td>
<td>237,500</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$905,000</td>
</tr>
</tbody>
</table>

Settlement payments shall be made by check(s) representing good funds payable to the CITY OF OXNARD and delivered to the law firm of Gibbs Giden Locher Turner Senet & Wittbrodt LLP, attn.: Theodore L. Senet, Esq., 1880 Century Park East 12th Floor, Los Angeles, CA 90067, no later than December 31, 2014.
The CITY OF OXNARD's Federal Tax ID is # 95-6000756. The settlement checks will be held in trust and not delivered to the CITY OF OXNARD until the issuance of an order approving this settlement as being in good faith as set forth in Paragraph 4 below.

b. In further consideration of the foregoing, KALWALL CORPORATION shall provide PLAINTIFF with the following materials: two new skylight panels (approximately 10' x 1' x 10''+/-); new flashing coated on both sides for the existing 30' x 25' skylight; Kalwall system screws; and sealant tape for the Kalwall system metal, in accordance with mutually approved shop drawings and specifications for the remediation of the subject skylight. For the purposes of a motion for determination of good faith settlement, the SETTLING PARTIES agree that the approximate value of these materials is $5,000.

c. In further consideration of the foregoing and subject to the granting of the motion for determination of good faith settlement as set forth in Paragraph 4 below, VIOLA unconditionally transfers and assigns to PLAINTIFF, without any guarantee or recourse (except for the express warranties and representations set forth in this Agreement), any and all rights under Subcontract No. 0503-016 dated 2/22/2005 and under any related agreements, guarantees and warranties related to the PROJECT, that VIOLA now has or may later have relating to any warranty, guarantee or repair obligation related to the roof, roof underlayment or metal siding, installed by or on behalf of R & I SHEET METAL, INC. (the "ASSIGNED RIGHTS"). PLAINTIFF shall have the exclusive right to enforce the ASSIGNED RIGHTS. VIOLA further warrants and represents that it has not and it will not assign or release the ASSIGNED RIGHTS to anyone other than PLAINTIFF, and that it will execute any other documentation, and do such things as may be reasonably necessary to affect this assignment. For the purposes of the motion for good faith settlement described in Paragraph 4 below, the SETTLING PARTIES value the ASSIGNED RIGHTS at $100 as of the date this Agreement.

d. The release of the SETTLING PARTIES pursuant to the terms of this Agreement is expressly contingent on the payment of funds identified in this Paragraph 3 by the SETTLING PARTIES and/or their insurers, the transfer of the consideration set forth in Paragraphs 3b. and 3c. above, along with the granting of the good faith settlement motion pursuant to Paragraph 4 below. Each party will be responsible for the payment and or consideration required from them above, and not for any other party's payment. The SETTLING PARTIES agree that the Court will retain jurisdiction under California Code of Civil Procedure § 664.6 to enforce this Agreement, and stipulate that judgment may be entered by the Court against any party defaulting hereunder for the amount of any payment or other consideration due, plus attorneys' fees and interest at the maximum legal rate. In the event that any litigation or proceeding is brought to collect any sums or consideration due under this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and costs from the non-prevailing party in such litigation. Except as set forth herein, all parties are to bear their own attorneys' fees and costs.

4. GOOD FAITH SETTLEMENT

This settlement is conditioned and contingent upon the entry of an Order from the Ventura County Superior Court determining that the settlement entered into among the SETTLING PARTIES was made in good faith pursuant to Code of Civil Procedure § 877.6, and dismissing and barring any cross-complaints for equitable comparative contribution, or for partial or comparative indemnity, against the SETTLING DEFENDANTS AND SETTLING CROSS-DEFENDANTS.

5. REQUESTS FOR DISMISSAL

Within five (5) days of the following: (a) the execution of this Agreement by all SETTLING PARTIES, (b) the payment of the Settlement Proceeds as set forth in Paragraph 3 above, and (c) the entry of the Order approving this settlement as being in good faith as set forth in Paragraph 4 above, PLAINTIFF will file a Request for Dismissal with Prejudice as to each SETTLING DEFENDANT and SETTLING CROSS-
DEFENDANT who had paid in full the sums and other consideration required under Paragraph 3 above, and each of the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall file a Request for Dismissal with Prejudice of any and all cross-complaints that they have filed in the LAWSUIT.

6. RELEASE OF CLAIMS

For purposes of this Agreement, “Related Persons and Entities” shall be defined as, with respect to any business or governmental entity: its owners, principals, past or present officers (whether direct or indirect), directors, council persons, supervisors, officials, inspectors, managing agents, agents, employees, servants, insurers, attorneys, consultants, representatives, shareholders, partners, limited partnerships, board members, predecessors-in-interest, successors-in-interest, beneficiaries, assigns, sister corporations, sureties, affiliated companies or corporations, parent companies or corporations, subsidiary companies or corporations, divisions, departments, partners, joint venturers, associated companies or corporations, subrogees and/or any other entity or person otherwise related to or connected with said business.

SETTLING PARTIES’ MUTUAL RELEASE. It is the specific intent of each SETTLING PARTY to mutually release each of the other SETTLING PARTIES and all of their respective Related Persons and Entities, subject to the terms of this Agreement. Therefore, and in consideration of the payment of the Settlement Proceeds, the mutual covenants and agreements contained in this Agreement, and other sufficient and valuable consideration, the SETTLING PARTIES release and discharge one another and their respective Related Persons and Entities of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damage, costs, losses of services, expenses, compensation, requests for affirmative relief, and indemnification rights, whether they be actual, implied, expressed or perceived, which the SETTLING PARTIES have had, now have or which hereafter accrue or otherwise are accrued, on account of, or in any way arising out of the LAWSUIT or the PROJECT, subject only to the exceptions listed in Paragraph 7 below.

WAIVER OF CIVIL CODE SECTION 1542. The SETTLING PARTIES acknowledge and understand that there is a risk that, subsequent to the execution of this Agreement, they may accrue, obtain, incur, suffer or sustain claims, causes of action or damages which arise out of, are caused by, are connected with, or relate to the PROJECT or the LAWSUIT, which are unknown and unanticipated at the time this Agreement is signed or which are not presently capable of being ascertained. The SETTLING PARTIES further acknowledge that there is a risk that any claims, causes of action or damages as are known or should be known with respect to the released matters may become more serious than they now expect or anticipate. Nevertheless, the SETTLING PARTIES hereby expressly waive all rights they may have in such unknown and unexpected consequences or results as to the matters released, subject only to the exceptions listed in Paragraph 7 below. The SETTLING PARTIES acknowledge that they have had the benefit of or opportunity to consult with counsel, understand the provision of California Civil Code § 1542, and expressly waive the provisions of Civil Code § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The SETTLING PARTIES hereby specifically waive any and all rights and benefits under Civil Code § 1542 as they relate to the matters released and acknowledge that this settlement would not be made without such a waiver.

7. MATTERS NOT RELEASED

The following matters, claims and rights are excluded from the release set forth in Paragraph 6 above:

(a) any claims by PLAINTIFF against any non-settling Defendant, Cross-Defendant, or any non-party who
provided labor, services, equipment or materials to the design or construction of the PROJECT, including, but not limited to METAL SALES MANUFACTURING CORPORATION, a Kentucky corporation, and their respective partners, shareholders, officers, employees, agents, insurers, sureties and affiliates; (b) the SETTLING DEFENDANTS' rights or claims under any insurance policy, any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from the claims excluded under subparagraph 7a above; (c) any rights or claims under any insurance policy, or rights and claims under any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from or related to any third party claims for bodily injury, personal injury or wrongful death; (d) any claims or rights unrelated to and not arising from the PROJECT or the LAWSUIT; (e) any unexpired manufacturer's warranties with respect to the materials, products or equipment furnished or supplied to the PROJECT; (f) the right to enforce the terms of this Agreement; and (g) any claims of the City against R&J SHEET METAL or its suppliers, including but not limited to the ASSIGNED RIGHTS under paragraph 3(c) above, related to the metal roof, roof underlayment, and exterior metal wall system at the Project, or under the Subcontractor Guarantee dated 9-22-06 ("Guarantee"), a copy of which is attached as Exhibit A. R&J SHEET METAL hereby affirms that the Guarantee is in effect, that it may be enforced by the City of Oxnard, as owner and as assignee of Viola Incorporated, in accordance with its terms. In the event of a claim under the Guarantee, R&J SHEET METAL agrees that as to the City of Oxnard, R&J will not assert that the lack of slope on areas of the roof or that the approval of its shop drawings excuse or relieve R&J SHEET METAL from repairing any leaks or other defects in the roof in accordance with the terms of the Guarantee. The City represents that it has not disassembled the roof, except for the removal and reinstallation of a single screw in the cricket area. R&J SHEET METAL reserves any and all rights and defenses under the Guarantee. This Agreement shall not in any way extend the Guarantee, and except as expressly stated herein, will not alter the Guarantee. PLAINTIFF represents that it currently has no knowledge of any pending claims for bodily injury, personal injury or wrongful death related to the PROJECT, nor of any defects or warranty claims not disclosed or discussed in the mediations or expert meetings which occurred during the course of the LAWSUIT.

8. MUTUAL REPRESENTATIONS, COVENANTS AND WARRANTIES

Each of the SETTLING PARTIES represent, warrant and agree as follows:

a. No SETTLING PARTY (nor any officer, agent, employee, representative, or attorney of or for any SETTLING PARTY) has made any statement or representation to any other SETTLING PARTY regarding any fact relied upon in entering into this Agreement, and no SETTLING PARTY is relying upon any statement, representation or promise of any other SETTLING PARTY (or of any officer, agent, employee, representative, or attorney for the other SETTLING PARTY) in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

b. Each SETTLING PARTY has been advised by counsel, or has had the opportunity to seek advice of counsel, of the effect of entering into this Agreement. Each SETTLING PARTY has entered into this Agreement freely and voluntarily and has made an investigation of the facts pertaining to this settlement, this Agreement and of all the matters relating thereto.

c. Each SETTLING PARTY or responsible officer or agent thereof has read this Agreement and understands the contents hereof. Each of the persons executing this Agreement on behalf of the respective parties is empowered to do so and hereby binds his or her respective party.

d. Each SETTLING PARTY understands and agrees that the performance of the terms of this Agreement shall not be construed as an admission of any obligation or liability or the validity of any claim, inasmuch as each SETTLING PARTY has consistently maintained that it has no obligation to any other SETTLING PARTY.
e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3e. above.

9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

By: [Signature]
Name: [Name]
Title: [Title]

VIOLA, INC.

By: [Signature]
Name: [Name]
Title: [Title]

Page 6 of 10
e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

By:
Name: 
Title: 

VIOLA, INC.

By: 
Name: Michael T. Viola
Title: Chief Executive Officer

Page 6 of 10
BRANNON, INC. dba SMITH ELECTRIC
SERVICE

By:  
Name:  
Title:  

ROESLING NAKAMURA TERADA
ARCHTECTS, INC.

By:  
Name:  
Title:  

SYSKA HENNESSY GROUP, INC.

By:  
Name:  
Title:  

STANDARD DRYWALL, INC.

By:  
Name:  
Title:  

DAMAR CONSTRUCTION

By:  
Name:  
Title:  

CASTANEDA CONSTRUCTION

By:  
Name:  
Title:  

KALWALL CORPORATION

By:  
Name:  
Title:  

ARCADIA, INC.

By:  
Name:  
Title:  

Page 7 of 10
BRANNON, INC. dba SMITH ELECTRIC SERVICE
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

ROBSINO NAKAMURA TERADA ARCHITECTS, INC.
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

SYSKA HENNESSY GROUP, INC.
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

STANDARD DRYWALL, INC.
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

DAMAR CONSTRUCTION
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

CASTAÑEDA CONSTRUCTION
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

KALWALL CORPORATION
By: Richard R. Kaller, 11/10/15
Name: Richard R. Kaller
Title: President

ARCADIA, INC.
By: ____________________________________________
Name: __________________________________________
Title: ___________________________________________

Page 7 of 10
BRANNON, INC. dba SMITH ELECTRIC SERVICE

By: ________________________________
Name: ________________________________
Title: ________________________________

ROESLING NAKAMURA TERADA ARCHITECTS, INC.

By: ________________________________
Name: ________________________________
Title: ________________________________

SYSKA HENNESSY GROUP, INC.

By: ________________________________
Name: ________________________________
Title: ________________________________

STANDARD DRYWALL, INC.

By: ________________________________
Name: ________________________________
Title: ________________________________

DAMAR CONSTRUCTION

By: ________________________________
Name: ________________________________
Title: ________________________________

CASTANEDA CONSTRUCTION

By: ________________________________
Name: ________________________________
Title: ________________________________

KALWALL CORPORATION

By: ________________________________
Name: ________________________________
Title: ________________________________

ARCADIA, INC.

By: ________________________________
Name: ________________________________
Title: ________________________________

Page 7 of 10
CARMEL ARCHITECTURAL SALES

By: 
Name: 
Title: CEO

TORO ENTERPRISES, INC.

By: 
Name: 
Title:

R&J SHEET METAL, INC.

By: 
Name: 
Title:

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER SENET & WITT BRODT LLP

By: 
Theodore L. Senet, Esq.
Attorneys for CITY OF OXNARD

COAST TO COAST GLASS CORPORATION

By: 
Name: 
Title:

T.B. PENNICK & SONS, INC.

By: 
Name: 
Title:

LEWIS BRISCOIS BISGAARD & SMITH LLP

By: 
Charles L. Harris, Esq.
Patrick J. McCormick, Esq.
Mikita A. Weaver, Esq.
Attorneys for VIOLA INC.

Page 8 of 10
CARMEL ARCHITECTURAL SALES

By: ______________________
Name: ____________________
Title: ____________________

TORO ENTERPRISES, INC.

By: ______________________
Name: ____________________
Title: ____________________

R&J SHEET METAL, INC.

By: ______________________
Name: ____________________
Title: ____________________

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

By: ______________________
Theodore L. Senet, Esq.
Attorneys for CITY OF OXNARD

COAST TO COAST GLASS CORPORATION

By: ______________________
Name: ____________________
Title: ____________________

T.B. PENNICK & SONS, INC.

By: ______________________
Name: ____________________
Title: ____________________

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ______________________
Charles L. Harris, Esq.
Patrick J. McCormick, Esq.
Mikita A. Weaver, Esq.
Attorneys for VIOLA INC.

Page 8 of 10
CARMEL ARCHITECTURAL SALES

By: ____________________________
Name: __________________________
Title: ___________________________

TORO ENTERPRISES, INC.

By: ____________________________
Name: __________________________
Title: ___________________________

R&J SHEET METAL, INC.

By: ____________________________
Name: Rock Hernandez 1-6-2015
Title: 1C. Project

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER
SENIT & WITTBRODT LLP

By: ____________________________
Theodore L. Senet, Esq.
Attorneys for CITY OF OXNARD

COAST TO COAST GLASS CORPORATION

By: ____________________________
Name: __________________________
Title: ___________________________

T.B. PENNICK & SONS, INC.

By: ____________________________
Name: __________________________
Title: ___________________________

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ____________________________
Charles L. Harris, Esq.
Patrick J. McCormick, Esq.
Mikita A. Weaver, Esq.
Attorneys for VIOLA INC.

Page 8 of 10
CARMEL ARCHITECTURAL SALES

By: ____________________________
Name: __________________________
Title: __________________________

TORO ENTERPRISES, INC.

By: ____________________________
Name: __________________________
Title: __________________________

R&J SHEET METAL, INC.

By: ____________________________
Name: __________________________
Title: __________________________

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER
SENET & WITT BRODT LLP

By: ____________________________
Theodore L. Senet, Esq.
Attorneys for CITY OF OXNARD

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ____________________________
Charles L. Harris, Esq.
Patrick J. McCormick, Esq.
Mikita A. Weaver, Esq.
Attorneys for VIOLA INC.

Page 8 of 10
CARMEL ARCHITECTURAL SALES

By: ________________________________
   Name: ________________________________
   Title: ________________________________

TORO ENTERPRISES, INC.

By: ________________________________
   Name: ________________________________
   Title: ________________________________

R&J SHEET METAL, INC.

By: ________________________________
   Name: ________________________________
   Title: ________________________________

COAST TO COAST GLASS CORPORATION

By: ________________________________
   Name: ________________________________
   Title: ________________________________

T.B. PENNICK & SONS, INC.

By: ________________________________
   Name: Victor Klemaske
   Title: Vice President

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ________________________________
   Charles L. Harris, Esq.
   Patrick J. McCormick, Esq.
   Mikita A. Weaver, Esq.
   Attorneys for VIOLA INC.

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER
SENAT & WITTBRODT LLP

By: ________________________________
   Theodore L. Senet, Esq.
   Attorneys for CITY OF OXNARD

Page 8 of 10
CARMEL ARCHITECTURAL SALES

By: ________________________________
Name: ______________________________
Title: ______________________________

TORO ENTERPRISES, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________

R&J SHEET METAL, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________

APPROVED AS TO FORM:

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

By: ________________________________
Theodore L. Senet, Esq.
Attorneys for CITY OF OXNARD

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: ________________________________
Charles L. Harris, Esq.
Patrick J. McCormick, Esq.
Mikita A. Weaver, Esq.
Attorneys for VIOLA INC.
CARMEL ARCHITECTURAL SALES

By: 
Name: 
Title: 

COAST TO COAST GLASS CORPORATION

By: 
Name: 
Title: 

TORO ENTERPRISES, INC.

By: 
Name: 
Title: 

T.B. PENNICK & SONS, INC.

By: 
Name: 
Title: 

R&J SHEET METAL, INC.

By: 
Name: 
Title: 

APPROVED AS TO FORM:

GIFFS GIDEN LOCHER TURFER
SENAT & WITTBRODT LLP

By: 
Theodore L. Senet, Esq.
Attorneys for CITY OF OXNARD

LEWIS BRIBOIS BISGAARD & SMITH LLP

By: 
Charles L. Harris, Esq.
Patrick J. McCormick, Esq.
Mikita A. Weaver, Esq.
Attorneys for VIOLA INC.

Page 8 of 10
LAW OFFICES OF LINDA M. LIBERTUCCI

By: Alan A. Carrico, Esq.
Attorneys for BRANNON, INC. dba SMITH ELECTRIC SERVICE

BYRON & EDWARDS, APC

By: Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA TERADA ARCHITECTS, INC.

WATERS, McClUSKEY & BOEHLE

By: Michael T. Montgomery, Esq.
Attorneys for STANDARD DRYWALL, INC.

COLLINS, COLLINS, MUIR & STEWART LLP

By: Brian K. Stewart, Esq.
Kevin J. Engelen, Esq.
Attorneys for SYSKA HENNESSY GROUP, INC.

GREEN & HALL

By: Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA CONSTRUCTION

BONETATI & KINCAID, INC.

By: Marc S. Sobol, Esq.
Attorneys for DAMAR CONSTRUCTION, INC.

ERVIN COHEN & JESSUP, LLP

By: Barry J. MacNaughton, Esq.
Matthew J. Eandi, Esq.
Valerie Escalante, Esq.
Attorneys for ARCADIA, INC.

BREMER WHYTE BROWN & O'MEARA

By: John O'Meara, Esq.
Fred Lee, Esq.
Attorneys for KALWALL CORPORATION

Page 9 of 10
LAW OFFICES OF LINDA M. LIBERTUCCI

By: Alan A. Currieo, Esq.
Attorneys for BRANNON, INC., dba SMITH ELECTRIC SERVICE

BYRON & EDWARDS, APC

By: Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA TERADA ARCHITECTS, INC.

WATERS, McCUSKEY & BOEHLE

By: Michael T. Montgomery, Esq.
Attorneys for STANDARD DRYWALL, INC.

GREEN & HALL.

By: Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA CONSTRUCTION

HRVIN COHEN & JESSUP, LLP

By: Barry J. MacNaughton, Esq.
Matthew J. Endi, Esq.
Valerie Escalante, Esq.
Attorneys for ARCADIA, INC.
LAW OFFICES OF LINDA M. LIBERTUCCI

By:
Alan A. Carrico, Esq.
Attorneys for BRANNON, INC. dba SMITH ELECTRIC SERVICE

BYRON & EDWARDS, APC

By:
Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA TEBADA ARCHITECTS, INC.

WATERS, McCLUSKEY & BOEHLE

By:
Michael T. Montgomery, Esq.
Attorneys for STANDARD DRYWALL, INC.

BONETATI & KINCAID, INC.

GREEN & HALL

By:
Marc S. Sobol, Esq.
Attorneys for DAMAR CONSTRUCTION, INC.

By:
Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA CONSTRUCTION

BRIMER WHYTE BROWN & O'MEARA

ERVIN COHEN & JESSUP, LLP

By:
John O'Meara, Esq.
Attorneys for KALWALL CORPORATION

By:
Barry J. MacNaughton, Esq.
Matthew J. Eldi, Esq.
Valerie Escalante, Esq.
Attorneys for ARCADIA, INC.

Page 9 of 10
By: Michael M. Edwards, Esq.
Attorneys for ROBSLING NAKAMURA TERADA ARCHITECTS, INC.

WATERS, MCCUSKEY & BLOOM

By: Michael T. Montgomery, Esq.
Attorneys for STANDARD DRYWALL, INC.

GREEN & HALL

By: Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA CONSTRUCTION

BREMER WHITTHE BROWN & O'MEARA

By: John O'Meara, Esq.
Fred Lee, Esq.
Attorneys for KALWALL CORPORATION

By: Nancy J. MacNaughton, Esq.
Matthew J. Bandi, Esq.
Valeria Escalante, Esq.
Attorneys for ARCADIA, INC.

Page 9 of 10
LAW OFFICES OF LINDA M. LIBERTUCCI

By: 
Alan A. Carrico, Esq.
Attorneys for BRANNON, INC. dba SMITH ELECTRIC SERVICE

COLLINS, COLLINS, MUIR & STEWART LLP

By: 
Brian K. Stewart, Esq.
Kevin J. Engelman, Esq.
Attorneys for SYSKA HENNESSY GROUP, INC.

BONETATI & KINCAID, INC.

By: 
Marc S. Soble, Esq.
Attorneys for DAMAR CONSTRUCTION, INC.

BREMER WHYTE BROWN & O'MEARA

By: 
John O'Meara, Esq.
Fred Lee, Esq.
Attorneys for KALWALL CORPORATION

BYRON & EDWARDS, APC

By: 
Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA TERADA ARCHITECTS, INC.

WATERS, McCLUSKEY & BOEHLE

By: 
Michael T. Montgomery, Esq.
Attorneys for STANDARD DRYWALL, INC.

GREEN & HALL

By: 
Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA CONSTRUCTION

ERVIN COHEN & JESSUP, LLP

By: 
Barry J. MacNaughton, Esq.
Matthew J. Baradi, Esq.
Valerie Escalante, Esq.
Attorneys for ARCADIA, INC.

Page 9 of 10
LAW OFFICES OF LINDA M. LIBERTUCCI

By:
Alan A. Carrico, Esq.
Attorneys for BRANNON, INC. dba SMITH ELECTRIC SERVICE

BYRON & EDWARDS, APC

By:
Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA TERADA ARCHITECTS, INC.

WATERS, McCUSKEY & BOEHLE

By:
Michael T. Montgomery, Esq.
Attorneys for STANDARD DRYWALL, INC.

GREEN & HALL

By:
Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA CONSTRUCTION

ERVIN COHEN & JESSUP, LLP

By:
Barry J. Modnaughton, Esq.
Matthew J. Bundi, Esq.
Valerie Escalante, Esq.
Attorneys for ARCADIA, INC.

BONETATI & KINCAID, INC.

By:
Marc S. Sobel, Esq.
Attorneys for DAMAR CONSTRUCTION, INC.

COLLINS, COLLINS, MUIR & STEWART LLP

By:
Brian K. Stewart, Esq.
Kevin J. Engleben, Esq.
Attorneys for SYSKA HENNESSY GROUP, INC.

BREMNER WHYTE BROWN & O’MEARA

By:
John O’Meara, Esq.
Fred Lee, Esq.
Attorneys for KALWALL CORPORATION

Page 9 of 10
LAW OFFICES OF KEVIN PEGAN

By: Deborah Elliot, Esq.
Attorneys for CARMEL ARCHITECTURAL SALES

LAW OFFICE OF CRAIG A. HOLTZ

By: Jeffrey N. Stewart, Esq.
Attorneys for COAST TO COAST GLASS CORPORATION

DIEDERICH & ASSOCIATES

By: Anna Golon, Esq.
Attorneys for TORO ENTERPRISES, INC.

LAW OFFICES OF PERRY WOLF

By: James W. Gates, Esq.
Attorneys for T.B. PENICK & SONS, INC.

LAW OFFICES OF ALEX P. AGHAJANIAN

By: Alex P. Aghajanian, Esq.
Attorneys for R&J SHEET METAL, INC.

Page 10 of 10
LAW OFFICES OF KEVIN PEGAN

By:
Deborah Elliott, Esq.
Attorneys for CARMEL
ARCHITECTURAL SALES

DIEDERICH & ASSOCIATES

By:
Anna Golan, Esq.
Attorneys for TORO ENTERPRISES,
INC.

LAW OFFICES OF ALEX P. AGHAJANIAN

By:
Alex P. Aghajanian, Esq.
Attorneys for R&J SHEET METAL, INC.

LAW OFFICE OF CRAIG A. HOLTZ

By:
Jeffrey N. Stewart Esq.
Attorneys for COAST TO COAST GLASS
CORPORATION

LAW OFFICES OF PERRY WOLF

By:
James W. Gates, Esq.
Attorneys for T.B. PENICK & SONS, INC.

Page 10 of 10
LAW OFFICES OF KEVIN PEGAN

By:
Deborah Elliott, Esq.
Attorneys for CARMEL ARCHITECTURAL SALES

DIEDERICH & ASSOCIATES

By:
Anna Golan, Esq.
Attorneys for TORO ENTERPRISES, INC.

LAW OFFICES OF ALEX P. AGHAJANIAN

By:
Alex P. Aghajanian, Esq.
Attorneys for R&J SHEET METAL, INC.

LAW OFFICE OF CRAIG A. HULITZ

By:
Jeffrey N. Stewart, Esq.
Attorneys for COAST TO COAST GLASS CORPORATION

LAW OFFICES OF PERRY WOLF

By:
James W. Bates, Esq.
Attorneys for T.B. PENICK & SONS, INC.
SUBCONTRACTOR GUARANTEE

CONTRACTOR: Viola Incorporated
P.O. Box 5624
Oxnard, CA 93031

PAYMENT IN FULL WILL VALIDATE THE FOLLOWING:

We hereby guarantee that the work in the specification section noted above has been done in strict accordance with the drawings and specifications, and that the work installed will fulfill the requirements of those specifications. We agree to repair or cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship and/or materials, together with any adjacent work which requires repair or replacement because of defective work within a period of (20) TWENTY YEARS from the date of acceptance of the above named project by the owner.

Ordinary wear and unusual abuse or neglect are excepted from this guarantee.

SIGNED BY: [Signature]

TITLE: Julie Feehan, President

DATE: 7-30-06

EXHIBIT A

OXN0006433
### CITY OF Oxnard
### CAPITAL IMPROVEMENT PROJECT ESTIMATE

<table>
<thead>
<tr>
<th>Project Title: South Oxnard Library Rehabilitation Project</th>
<th>Specification No: LD16-00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No:</td>
<td>Project No:</td>
</tr>
<tr>
<td></td>
<td>Project Manager: Ralph Alamillo</td>
</tr>
</tbody>
</table>

#### I. EXTERNAL SERVICES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Original Estimate Amount</th>
<th>Revised Estimate Amount</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Architectural/Engineering (8201)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Preliminary Feasibility</td>
<td></td>
<td>90,000</td>
<td></td>
</tr>
<tr>
<td>2. Design or Construction</td>
<td></td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>3. Specification/Cost Estimate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Planning/EIR Services (8206)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Real Estate Services (8207)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Construction Services (8208)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Surveys</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Soils Analysis</td>
<td></td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>3. Inspection</td>
<td></td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>4. Testing</td>
<td></td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>5. Atlas Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Plans and Records</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Misc. (postage, reproductions, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total External Services</strong></td>
<td></td>
<td><strong>$175,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### II. INTERNAL SERVICES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Original Estimate Amount</th>
<th>Revised Estimate Amount</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Design Engineering (8451)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Inspection (8451)</td>
<td></td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>C. Survey (8451)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Contract Administration (8451)</td>
<td></td>
<td>34,000</td>
<td></td>
</tr>
<tr>
<td>E. Contract Procurement (8451)*</td>
<td></td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>Total Internal Services</strong></td>
<td></td>
<td><strong>$65,000</strong></td>
<td><strong>$6,000</strong></td>
</tr>
</tbody>
</table>

#### III. CONSTRUCTION/ACQUISITION

_Funding for items in this section must be in place before contract is awarded_

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Land, Easements and Rights-of-Way (8601)</td>
<td></td>
</tr>
<tr>
<td>B. Buildings:</td>
<td></td>
</tr>
<tr>
<td>8602-New</td>
<td></td>
</tr>
<tr>
<td>8603-Major Repair</td>
<td></td>
</tr>
<tr>
<td>C. Improvements other than Buildings</td>
<td></td>
</tr>
<tr>
<td>8604-New</td>
<td>665,000</td>
</tr>
<tr>
<td>8605-Major Repair</td>
<td></td>
</tr>
<tr>
<td>D. Machinery/Equipment (8602/8607)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Construction/Acquisition</strong></td>
<td><strong>$665,000</strong></td>
</tr>
</tbody>
</table>

#### IV. OTHER PROJECT COSTS:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Project Contingencies (8802)</td>
<td></td>
</tr>
<tr>
<td>B. CIP Indirect Cost (2.23% of total construction costs)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Costs</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Project Total**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$965,000</td>
</tr>
<tr>
<td>$6,000</td>
</tr>
<tr>
<td>$6,000</td>
</tr>
</tbody>
</table>

**Total Appropriation**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Less: Encumbrances & Expenditures**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Balance Available**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

*NOTICE*

Approval of this estimate authorizes the transfer of the amount shown in Item B-E from the project listed above to Contract Procurement Account No. 101-4001-553-7337 when bid solicitation services begin.

Prepared by: RA  
Date: March 3, 2016  
Approved by:  
Date:
REQUEST FOR BUDGET APPROPRIATION

Department: Public Works  Date: July 12, 2016
Project/Program Manager: Art Gutierrez  Phone: 385-8082

Reason for Appropriation:
To appropriate $905,000 from General Funds - Fund Balance for the remediation of flooring and skylight at South Oxnard Branch Library

<table>
<thead>
<tr>
<th>Accounts and Descriptions</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund:</strong> GENERAL FUND (101)</td>
<td></td>
</tr>
<tr>
<td>Expenditures/Transfers Out</td>
<td></td>
</tr>
<tr>
<td>RESERVES AND TRANSFERS (1002)</td>
<td></td>
</tr>
<tr>
<td>101-1002-808.87-12 TRANSFERS - OUT / TSFR TO CAPITAL OUTLAY FD</td>
<td>905,000</td>
</tr>
<tr>
<td>Sub-total Expenditures</td>
<td>905,000</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td><strong>(905,000)</strong></td>
</tr>
<tr>
<td>Fund: Capital Outlay Funds (301)</td>
<td></td>
</tr>
<tr>
<td>Revenues/Transfers In</td>
<td></td>
</tr>
<tr>
<td>So. Oxnard Library (5407)</td>
<td></td>
</tr>
<tr>
<td>301-5407-711.79-01 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU</td>
<td>905,000</td>
</tr>
<tr>
<td>Sub-total Revenues</td>
<td>905,000</td>
</tr>
<tr>
<td>Expenditures/Transfers Out</td>
<td></td>
</tr>
<tr>
<td>So. Oxnard Library Improvement (Project 165703)</td>
<td></td>
</tr>
<tr>
<td>301-5407-826.82-01 CONTRACTS AND SERVICES / SVCS-ARCHITECTURE/ENGi</td>
<td>150,000</td>
</tr>
<tr>
<td>301-5407-826.82-08 CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION</td>
<td>25,000</td>
</tr>
<tr>
<td>301-5407-826.84-51 OTHER SERVICES / SERVICES FROM OTHER PROG</td>
<td>65,000</td>
</tr>
<tr>
<td>301-5407-826.86-06 CAPITAL OUTLAY / MACHINERY AND EQUIP NEW</td>
<td>665,000</td>
</tr>
<tr>
<td>Sub-total Expenditures</td>
<td>905,000</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>
Approvals

Department Director

Chief Financial Officer

City Manager