



Dear Resident,

June 18, 2014

The City of Oxnard, through its contractor Harbor Offshore, Inc., will be performing seawall maintenance at your property. The repairs are general seawall maintenance activities that will fix minor defects that have been observed and documented.

The contractor will need to access the seawall from the channel to make these repairs. This access can be accomplished in one of two (2) ways. Allow the contractor to use your dock as a work platform, or remove the dock to allow access to the seawall for repairs.

Included with this letter is a release from Harbor Offshore, Inc. It is purposed with protecting the contractor from false claims of damage from working on docks that are in poor condition and in need of repair or replacement as a result of deferred maintenance by the dock owner. The contractor will take all necessary precautions to minimize the possibility of damaging the dock while working from it. If the dock is damaged as a result of the contractors work activities, the damaged area will be repaired by the contractor. The release is focused on working from docks that are in poor and substandard condition and removing the opportunity to make damage claims about the work activity causing damage to the docks that are already in poor condition due to neglect on the property owners part.

The second way access can be achieved is by removing the dock from the pilings and relocating during the work activities. The docks are the property owner's responsibility to remove and relocate during the seawall repairs per the dock easement granted to the property owner by the City of Oxnard. The contractor will provide a two (2) week notice as to the date and duration that the dock will need to be relocated. Please keep in mind that some repair activities will require access to the seawall from the land side using your property for access. The contractor will provide adequate notice to you in these cases.

The project is in the final stages of the environmental permitting and is expected to begin in early July. Please sign and return the waiver or request to be notified regarding the required dock relocation period by June 27, 2014. Please contact Raymond Williams, Project Manager at [Raymond.williams@ci.oxnard.ca.us](mailto:Raymond.williams@ci.oxnard.ca.us), or (805) 385-7902 with any question or concerns you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lou Balderrama".

Lou Balderrama  
City Engineer

# NOTICE TO HOMEOWNER

## Seawall Maintenance Work in Progress

The City of Oxnard, through its contractor Harbor Offshore, Inc., is currently performing maintenance and repair work on the seawall that is adjacent to your property. To perform this work the contractor's personnel and equipment must enter onto and use both the public easement on your property and any dock, gangplank, ramp, ladder, stairs, or other improvements that you have constructed or maintained across the easement or on the public waterway.

THE CONTRACTOR HAS INSPECTED THE DOCK AND OTHER EQUIPMENT AND IMPROVEMENTS THAT ARE ON OR CONNECTED TO THE PUBLIC EASEMENT ON YOUR PROPERTY AND HAS DETERMINED THAT BECAUSE OF THEIR CONDITION, CONSTRUCTION OR LOCATION THERE IS A REASONABLE RISK THAT DAMAGE TO THEM WILL RESULT FROM CONTRACTOR'S WORK ON THE SEAWALL. BECAUSE YOU ARE MAINTAINING IMPROVEMENTS ON THE PUBLIC EASEMENT OR WATERWAY, YOU MUST CHOOSE TO DO ONE OF THE FOLLOWING:

- A. Remove the improvements, or
- B. Accept the risk of damage to the improvements if they remain in place while work on the seawall is performed.

If you choose to accept the risk of damage to the improvements, then please sign the damage waiver and return the signed form to the contact person indicated below. If you would prefer to remove the improvements, no work will be done to repair the seawall adjacent to your property until the improvements are removed.

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## **DAMAGE WAIVER**

I certify that I am the owner of the property located at the address indicated below. In consideration of my not removing improvements I have constructed or maintained on or in the public easement, seawall or waterway on or adjacent to my property, I hold harmless and release Harbor Offshore, Inc. and the City of Oxnard, their owners, employees, subcontractors and agents (the "Releasees") from all liability arising from or related to the inspection, maintenance, repair or replacement of the Mandalay Bay seawalls and waterways, unless the damage is through the intentional misconduct or gross negligence by the City, Contractor, or their employees, agents, officials, consultants or contractors. I further agree that I will bring no claims, demands or litigation against any Releasee for any economic or non-economic loss due to bodily injury, death or property damage sustained by any person arising from or related to damage to the Improvements that may have been inflicted by any of the Releasees, unless the damage is through the intentional misconduct or gross negligence by the City, Contractor, or their employees, agents, officials, consultants or contractors. .

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(Signature of Homeowner)

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(Print Name of Homeowner)

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(Date Signed)

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(Property Address)

Please return this signed waiver form to the following contact person:

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General Manager  
Harbor Offshore, Inc.  
5720 Nicolle Street  
Ventura, CA 93003