

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst

DATE: September 1, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST FOR PROPOSALS FOR USER FEES AND COST RECOVERY STUDY

SUMMARY

It is recommended that the Board of Directors approve the Request for Proposals (RFP) for the User Fees and Cost Recovery Policy and Analysis (“Fee Study”) to fulfill Strategy A of Goal 1.1 under Strategic Focus Area 1.0. *Sustained Financial Stability* of the 2021-2026 Strategic Plan. Strategy A directs staff to conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organization fees and fees received from the rental of District parks and recreational facilities.

BACKGROUND

In 2021, the District embarked on a Strategic Plan which was to serve as a framework to set direction for making decisions over a five-year period (2021-2026). This document was developed to focus on the following Strategic Focus Areas: 1) Sustained Financial Stability, 2) A New Senior/Community Center, 3) Completion of Outstanding Projects, 4) Programming Clarity, and 5) Employee Morale and Succession Planning.

Under Strategic Focus Area #1 of Sustained Financial Stability, Goal 1.1 is to Review costs, revenues and subsidies for programs and rentals. Strategy A of Goal 1.1 states, “Conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organizations fees and fees received from the rental of District parks and recreational facilities.”

ANALYSIS

This Fee Study will serve to update the fee structure to reflect the increase and changes in costs of operations for the District as well as develop an equitable cost recovery methodology and policy for the District to implement. The fee schedule was last updated in 2017 without a holistic and comprehensive analysis of the rationale behind the formulation of the fees, any cost recovery methodology or targets, nor any benchmarking of market rates for services the District provides. The District has never conducted a comprehensive user fee analysis and currently has no cost recovery methodology or policy in place for staff to set service fees and rental rates on.

The goal of the RFP is to develop a cost recovery model and policy that provides a framework for future planning, budgeting, pricing, and resource allocation for the District's parks and recreational services. Proposers are asked to analyze and address the following areas in the Fee Study to develop the cost recovery methodology and policy:

1. A general review of the District's current fees
2. Current fee methodology and allocation plan
3. A determination of what it costs the District to provide various services
4. Any streamlining or changes in fees due to a shift in methodology or pricing rationale
5. Recommendations for adjustments to the District's fee schedule

The study and plan are expected to provide justifiable, articulated and agreed upon pricing rationale that can be used to allocate resources and provide service levels that most effectively meet the community needs and aligns with the mission and vision outlined in the 2021-2026 Strategic Plan. An interactive and holistic approach should lead to a cost recovery plan and policy that reflects the goals, mission, and vision of the District. The analysis and subsequent recommendations requested in the RFP is expected to align available and future resources with services and commitments to include desired level of service, sustainable fiscal stewardship, and industry best practices in order to develop an implementation plan that will ensure that the District is strategically progressing to meet the needs of the community in a financially sustainable and equitable direction.

Completing the Fee Study will not only fulfill Goal 1.1., Strategy A., but it will also provide necessary and valuable information and financial stability for the other four Strategic Focus Areas of the 2021-2026 Strategic Plan. The RFP will open on September 2, 2021, and close on October 8, 2021 at 5:00 p.m.

FISCAL IMPACT

There is no fiscal impact associated with this action of approving the Request for Proposals. Consultants have been tasked with submitting a proposed project cost in their proposal. The 2021-2022 budget has allotted \$16,000 to facilitate this Fee Study.

RECOMMENDATION

It is recommended that the Board of Directors approve the Request for Proposals for the User Fees and Cost Recovery Policy and Analysis Study to fulfill Goal 1.1, Strategy A. of the 2021-2026 Strategic Plan.

STRATEGIC PLAN COMPLINANCE

Meets 2021 Strategic Plan Goal 1.1 (*Review costs, revenues, and subsidies for program and rentals*), **Strategy A:** Conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organizations fees and fees received from the rental of District parks and recreational facilities.

ATTACHMENTS

- 1) RFP – User Fees and Cost Recovery Policy and Analysis (9 pages)

**PLEASANT VALLEY RECREATION & PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
USER FEES AND COST RECOVERY POLICY AND ANALYSIS**



RFP RELEASE DATE:

THURSDAY, SEPTEMBER 2, 2021

PROPOSALS DUE:

FRIDAY, OCTOBER 8, 2021

No Later Than 5:00 PM PDT

DELIVER PROPOSALS TO:

ADMINISTRATIVE OFFICE

PLEASANT VALLEY RECREATION & PARK DISTRICT

Attn: Jessica A. Puckett, CPRP

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

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NOTICE INVITING PROPOSALS FOR CONSULTING SERVICES TO PERFORM A COMPREHENSIVE FEE STUDY AND DEVELOP A COST RECOVERY POLICY

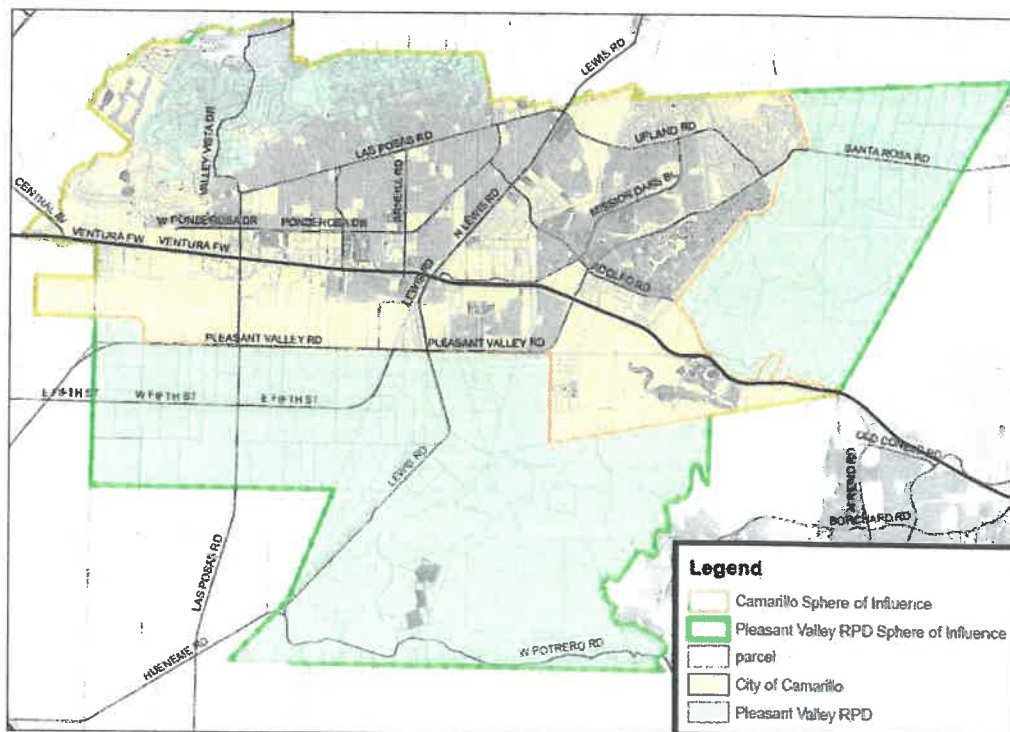
Introduction

The Pleasant Valley Recreation and Park District (“District”) is issuing this Request for Proposals (“RFP”) from experienced and qualified professional firms (“Consultant”) to perform a Full Cost Recovery Model and Policy Plan and Comprehensive Fee Study. The Fee Schedule was last updated in 2017. This project will serve as the first comprehensive or holistic fee study for the District.

District Background

The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District is located in and around the city of Camarillo, serves a population of over 70,000 and covers an area of approximately 45 square miles. It has grown from one park to 28 parks since its inception 59 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, tennis and pickleball courts, a running track, walking paths, premier soccer fields, hiking trails, picnic pavilions, children’s play equipment, and barbeque areas. The City of Camarillo, incorporated in 1964, is a separate entity from the District, however, they do add recreational and cultural service value and amenities to the community by owning two small parks, a trail system and full-service library that it operates independently of the District.

Below is a map that displays the District’s and the City’s respective Spheres of Influence:



Project Goal

The goal of this project is to develop a cost recovery model and policy that provides a framework for future planning, budgeting, pricing and resource allocation for the District's parks and recreational services. The study should include, but not be limited to the following: a general review of the District's current fees, current fee methodology and allocation plan, a determination of what it costs the District to provide various services, any streamlining or changes in fees due to a shift in methodology or pricing rationale, and recommendations for adjustments to the District's fee schedule.

An interactive and holistic approach should lead to a cost recovery plan and policy that reflects the goals, mission and vision of the District. The analysis and subsequent recommendations should align available and future resources with services and commitments to include desired level of service, sustainable fiscal stewardship, and industry best practices in order to develop an implementation plan that will ensure that the District is strategically progressing to meet the needs of the community in a financially sustainable and equitable direction.

The study and plan are expected to provide justifiable, articulated and agreed upon pricing rationale that can be used to allocate resources and provide service levels that most effectively meet the community needs and aligns with the mission and vision outlined in the 2021-2026 Strategic Plan.

Project Scope

The Plan should:

- Be concise and easy-to-understand
- Utilize graphics, photos, tables, and charts as needed to convey information, in addition to logical and supporting verbiage.
- Include tangible performance measures to achieve recommendations, goals, policies, and guidelines to achieve the appropriate balance of programs and facilities. Include reference to relevant data collection methods, tools, and criteria necessary to accomplish performance measures. Identify any challenges to data collection and propose solutions.
- Address an updated and actionable Cost Recovery Plan for the District that includes any Resource Allocation and Policy that will assist in answering challenging questions from Board leadership and citizens such as:
 - Are our programs priced fairly and equitably for the District and region? Are we accommodating all citizens in the entire District who wish to access our services? Is there a methodology that addresses scholarships, fee reductions, or fee waivers to serve the community holistically?
 - How will we continue to fund Departmental facilities, services, capital, and associated resources in relationship to future budget constraints and expenditure growth?
 - Is there a methodology for the distribution of subsidy (funds used in excess of what is collected by direct fees)? If so, are we transparent?
 - Does the way we charge for services (facilities, programs, etc.) support the Departmental values, vision, and mission?

The Plan should also include measurable strategies to achieve the recommendations, goals, policies, and guidelines that will result in the appropriate balance of programs and facilities.

Overall, the steps necessary to develop the Cost Recovery Plan should include:

- Key stakeholder and staff interviews as needed (consultant to suggest quantity) to refine the project scope, purpose, uses and goals to ensure that the study will be both accurate and appropriate to the District's needs; review project schedules and answer any questions pertaining to the successful development of the analysis and Plan.
- Relevant costing and funding requirements
- Review of funding sources
- Action plan and recommended process to track ongoing cost recovery
- Performance measures and what is needed through data collection to track measures (and what are reasonable measures?)
- Reviewing existing Cost Recovery Model and analysis of direct and indirect costs and establishment of current cost recovery levels, consistent with the District's fund structure, budgeting, and any cost allocation methodologies
- Presentation of industry best practices and relevant cost recovery models acknowledging that there is no "one size fits all"
- Identified levels of service
- Engage any recommended public input processes and stakeholder engagement as it pertains to being able to establish a cost recovery plan and generation of community buy-in
- Short and long-term implementation strategies that maximizes the community's investment for critical culture, parks and recreation services and amenities
- Any recommended or proprietary software or other tools necessary to implement a Cost Recovery Plan.
- Create a final report outlining the agreed upon Plan, present fees, cost recovery targets, recommended fees, percentage changes, cost recovery percentage, revenue impact and community feedback from the process and short and long-term implementation strategies that maximizes the community's investment for critical parks and recreational services and amenities.
- Report on other matters that come to the Consultant's attention in the course of the analysis and Plan formulation that, in the Consultant's professional opinion, the District should consider.
- Participate in presentations to District staff and the District Board of Directors or other interested parties as deemed necessary by District. Collect and document comments and concerns from staff and the Board members and incorporate those comments as directed. Assist with development of staff reports, resolutions/ordinances and related presentations.
- Provide the District with an electronic copy of the final report and Plan, including any related schedules and cost documentation that can be edited and updated by District staff to accommodate changes in the organization or changes in costs.

Submission Requirements

Interested proposers must submit five (5) copies, plus an electronic version (PDF or Microsoft Word format) of the proposal on or before the deadline containing the following information to the District to be considered a viable candidate for this contract. Proposals shall not exceed 25 pages including any attachments (staff resumes do not count toward the page limit). Any proposal that does not contain the information outlined below shall not be considered.

1. Transmittal Letter to the Selection Committee

- a. The proposal must contain a transmittal letter, signed by an official authorized to commit the firm to the representations, commitments and statements contained in both the proposal and contracts. This should include the name, mailing address, email address, and phone number of the firm's primary contact person for the proposal. Firm advertising, brochures, and other promotional material should not be included.

2. Description and Qualifications of the Firm

- a. A description of the firm's organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a description of the firm's qualifications and experience on projects of similar nature to those described in the proposal as well as projects/clients where consultant has performed as an extension of staff.

3. Staffing

- a. Provide an organizational chart identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
 - i. The District must approve changes to key personnel committed to work on the project subsequent to award of contract.

4. References

- a. A list of no more than three (3) references for the proposer and no more than three (3) references for any subconsultants, if proposed, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to the participation. Identify how much experience the firm and sub consultant, if needed, has had with public agencies.
- b. A minimum of two (2) examples of past work completed within the last five (5) years that represent the type of work requested in this RFP. Examples can be representative of projects with References or from separate completed projects. Please provide a brief description of these selected projects including when the project began, its current status, a description of the proposer's role/involvement in the project, and any specific information on how the community was responsive to the project.

5. Scope of Work

- a. A clear and concise statement of the proposer's understanding of the nature and extent of the services required.

- b. Approach to the project, highlighting the methodology and process to be used, components and expected deliverables.
- c. The proposed project timeline.

6. Project Budget & Other Financial Information

- a. The proposer shall furnish the financial information requested below. If submitted by a consortium, a joint venture, a partnership, or by an individual, it shall be signed by an individual authorized to bind the firm making the proposal.
 - i. A firm must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.
 - ii. If there is no negative history to disclose, the firm must affirmatively state in its proposal that there is no negative history to report.
 - iii. A detailed Scope of Work, including an itemization of all services to be provided and their individual costs. This should include estimated staffing, hours, costs, and a description of each major task and subtask, including public meetings.
 - iv. A schedule of hourly rates to be charged for extra work if required during the course of the contract.
 - v. A disclosure of all personal, professional or financial relationships with any officer and/or employee of the District.

Evaluation Criteria

The objective is to choose the proposal that offers the highest quality services and will achieve the project’s goals and objectives within a reasonable budget. While cost is important, other factors are also significant and the District may not select the lowest cost proposal.

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the objectives mentioned above and the following criteria with a given point value listed below.

Selection Criteria—RFP	Points Available
Understanding of Scope of Work; Recommended Methodology & Process to include High Public Engagement	25
Project Components, Timeline, and Deliverables	15
Demonstrated Expertise in Performing Similar Work	20
Qualifications and Experience of Key Staff	20
References & Past Project Samples	15
Proposed Project Cost	15
Total Points Available Per Proposal	110

Total scores will be tabulated, and the highest ranked firm will enter into negotiations. If the District requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have not been scheduled and are not anticipated at this time. However, if the District elects to set up interviews and your firm is invited to give a presentation to the committee, notice will be given with a set date.

Firm Selection & Notification

The issuance of this RFP and the selection of the most qualified firms is the first step in the process that will eventually lead to the execution of an agreement with the most qualified firm. Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP.

The successful Consultant to whom work is awarded shall, within 30 days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

The District reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The District reserves the right to accept and or withdraw the RFP in whole or in part, at any time and for any reason and or request additional information from all proposers. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District also reserves the right to modify, any aspects or waive any irregularities, terminate, or delay this RFP, the RFP process, and or the program, which is outlined within this RFP at any time if doing so would serve the interest of the District. Contract award will be made at the sole discretion of the District based on evaluation of all responses.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Contract Requirements

The District plans to use the attached Pleasant Valley Recreation & Park District Professional Services Agreement. Consultants with significant concerns about the sample agreement should not submit on this RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by tasks). If after negotiation

and consideration, the District is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top-ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

Estimated Selection & Approval Schedule

Request for Proposals Open	September 2, 2021
Questions/Clarifications Due	September 24, 2021
Answers Provided by	October 1, 2021
Deadline for Proposals	October 8, 2021
Evaluation of Proposals	October 11-22, 2021
Announce Decision	November 4, 2021
Contract Negotiations	November 2021
Desired Project Close Out	<i>(no later than)</i> June 30, 2022

**The District reserves the right to revise the above schedule.*

Questions

Upon release of this RFP, all Consultant communications concerning the RFP should be directed to Jessica A. Puckett, CPRP, Administrative Analyst via the contact information listed below. Unauthorized contact regarding this RFP with any other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding with the District. Consultants should rely only on written statements by Ms. Puckett.

Name: Jessica A. Puckett, CPRP, Administrative Analyst
Address: Pleasant Valley Recreation & Park District
1605 E. Burnley Street, Camarillo, CA 93010
Email: jpuckett@pvrpd.org

Submittal Instructions

Proposals must be received no later than 5:00 p.m. PDT on Friday, October 8, 2021.

Proposals shall be mailed to:

Pleasant Valley Recreation & Park District
Attn: Jessica A. Puckett, CPRP
1605 E. Burnley Street
Camarillo, CA 93010

The proposals shall be in a sealed envelope or box and clearly labeled with the Consultant's name, address, and "Cost Recovery RFP."

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 1, 2021

**SUBJECT: REVIEW AND APPROVAL OF SURPLUS SUPPLIES
AND EQUIPMENT LIST**

RECOMMENDATION

It is recommended the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

BACKGROUND

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies. This policy was updated on June 2, 2021

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on June 2, 2021, staff has compiled the attached list for board review.

FISCAL IMPACT

This action will have no fiscal impact on the FY2021-2022 budget.

RECOMMENDATION

It is recommended that the Board review and approve the items on the Surplus Supplies and Equipment List for disposal.

ATTACHMENTS

- 1) Surplus Supplies and Equipment List (1 page)

If Board Approved, All Supplies Disposed by the End of the Month Unless Otherwise Noted

Pleasant Valley Recreation & Park District

Surplus Supplies and Equipment List

Equipment	Model	Serial #	PVRPD #	Does it Work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
Laptop	Dell / Latitude	42361892929	27	N	Fair	Unknown	\$0	9/30/2021	E-Cycle
Laptop	Dell / Precision	27115992721	31	N	Fair	FY15-16	\$0	9/30/2021	E-Cycle
Laptop	Dell/Latitude E6530	24123226717	19	N	Fair	Unknown	\$0	9/30/2021	E-Cycle
Desktop	Samsung	3307129651459	16	N	Fair	Unknown	\$0	9/30/2021	E-Cycle
Rechargeable Battery	HP	6FRQLN4W6059H	N/A	N	Fair	Unknown	\$0	9/30/2021	E-Cycle

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSALS FOR ONE NEW FLEET VEHICLE**

SUMMARY

The Board appropriated funds in the amount of \$35,000 to purchase a new fleet vehicle. The new vehicle will be a 2021-2022 Ford F-150. The Ford F-150 will replace an older vehicle which has well over 150,000 miles and is more than fifteen years old. The new Ford truck will serve as a safer, more fuel-efficient replacement to the outdated fleet.

BACKGROUND

At the April 24th, 2021 budget workshop meeting, park staff presented to the Board their budget and capital improvement plans. On July 7, 2021, the Board of Directors approved the FY 2021/2022 budget and as part of the process, the Board allocated \$35,000 for fleet vehicle replacement. The vehicle slated to be replaced is the oldest remaining vehicle in our fleet. The new vehicle will replace a 1989 Toyota pickup with nearly 200,000 miles. The Parks Department currently has fleet vehicles which range from 1989 to 2020. Staff has made a number of repairs and replaced parts to keep our fleet in service and safe. The typical usable life of a gasoline engine is around 150,000 miles with accelerated maintenance cost beginning around 100,000 miles. Introducing a new vehicle to the fleet should improve fuel consumption, as well as reduce maintenance costs over the aging fleet vehicles.

ANALYSIS

The purchase of a new vehicle will assist the District in moving forward in both fleet management and economization. This vehicle will result in the decommissioning of a 1989 Toyota pick-up that has nearly 200,000 miles. The degraded vehicle will be surplus once the District takes delivery of the new vehicle.

This vehicle will provide the Parks Department with a vehicle that can be more useful, allow for easier storage access, passenger space, and allow for improved safety features.

The Pleasant Valley Recreation and Park District, as a governmental agency, has the ability to utilize a number of purchasing procedures. Staff will investigate each one of these methods before returning to the Board for final procurement of the vehicle. Some of the methods available are:

- **Manufacturer Implemented Governmental Rates:** Many manufacturers provide a pre-agreed governmental rate for purchases of like equipment. Typically, large manufacturers will provide specialized/standard units for a lowered cost, i.e. police cars, service trucks, etc.

- California Multiple Award Schedules: Any contract awarded to the state has a provision that provides all other agencies the ability to utilize the prices identified in their bid.
- Public Bid Process: Developing vehicle specifications, advertising/soliciting bids. This assures the agency compares like products to better judge bid value.

Staff will investigate each of these processes and return to the Board with the lowest priced vehicle that meets specifications.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended that the Board of Directors consider and approve the Request for Proposals and specifications for a new fleet vehicle.

ATTACHMENTS

- 1) Request for Proposals (3 pages)

**Parks
Department
Truck Bid**

**Request for Bid:
Due October 1, 2021, 12:00 pm**



www.pvrpd.org • 805-482-1996

Brandon Lopez
Park Supervisor
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 ext.302
blopez@pvrpd.org
www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District (“District”) is seeking a bid to purchase the following vehicle and specifications:

- New Vehicle, 2021-2022 Ford F-150 Regular Cab XL
- EcoBoost Engine
- 8’ bed length
- 10 speed automatic transmission with overdrive
- 4 Wheel ABS Disc brakes
- Rear backup camera
- Vinyl bucket seats
- Steering – Electric power assisted
- Trailer tow package
- Airbags for driver and passenger
- Clearcoat paint (White)
- Spray-in bedliner

PROPOSAL DEADLINE

The deadline for bid submittal is **Friday, October 1, 2021, 12:00 p.m.** Complete and sign the forms provided and submit with packet. Mark envelopes *Vehicle Bid* by the deadline to:

Brandon Lopez, Park Supervisor
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

ADDITIONAL INFORMATION

For questions, contact: **Brandon Lopez**
(805) 482-5396 x302
blopez@pvrrpd.org

BID FORM

New Vehicle

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicle	1	\$ _____	\$ _____
		Tire Fees	\$ _____
		Sales Tax	\$ _____
		New Vehicle Total	\$ _____

By signing below, the Bidder has read Pleasant Valley Recreation and Park District's bid instructions and specifications. Therefore, the undersigned hereby agrees to provide, within the time specified, the price quoted therein and without any additional charges to Pleasant Valley Recreation and Park District.

By: _____ Title: _____

Signature: _____ Date: _____

Company: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone: _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

**FROM: MARY OTTEN, GENERAL MANAGER
By: Bob Cerasuolo, Park Services Manager**

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF NOTICE OF
INVITING BIDS FOR PARKING LOT REPAIRS,
SLURRY AND RE-STRIPING AT MISSION OAKS PARK**

SUMMARY

The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. The lot at Mission Oaks Park was last seal coated in 2015. Staff will be applying a Type 2 slurry which has a longer life span and will hold up to the heavy traffic better. The existing front parking lot at Mission Oaks Park is beginning to see major cracks and parts are in poor condition and need to be repaired. As part of the budgeting process, the Board of Directors approved \$100,000 in the FY 2021/2022 Capital Improvement Budget for the parking lot repairs at the Mission Oaks front parking lot.

BACKGROUND

This Capital Improvement Project was identified and funded in the FY 2021/2022 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the District. The life expectancy of a well-designed, well-built and well-maintained asphalt parking lot ranges between 15 to 30 years. However, without proper maintenance, a parking lot will deteriorate significantly in as little as 5 to 7 years. Mission Oaks Park was re-designed and updated in 1997 and it received a "Seal Coat" application in 2015 which was recommended. Unfortunately, due to the amount of traffic in which that particular park receives and tree roots, staff is now recommending a different type of application.

A Type 2 slurry is best for heavier traveled roadways, streets and parking lots. Since slurry uses larger aggregates, it provides a tougher surface that can withstand heavier and more constant traffic loads. A sealcoat is best used in low traffic areas. Sealcoats contain smaller or in some cases no aggregates in its mix. The longevity of a Type 2 slurry seal and sealcoat depends on traffic loading and weather. Standards in the industry recommend reapplying Type 2 slurry every 6-9 years, whereas a sealcoat should be reapplied every 3-6 years.

ANALYSIS

There are cracks in the existing lot with some large sections of damage due to fatigue cracking. Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the lots require maintenance and repair ranging from cleaning and sealcoat applications to removing or replacing alligator sections, and complete failures. The systematic repair and maintenance of these required infrastructure items have extended their service life. This project will complete the repair and

maintenance at this site and set a starting point for scheduled preventative maintenance practices moving forward.

PROJECT SCOPE:

The following are key steps that may serve as a guide for what is expected in the proposals:

- Remove approximately 3,000 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 3 inches of Hot Mix asphalt
- Clean tack oil and skin patch approximately 1,500 square feet of bad asphalt with hot mix asphalt
- Clean approximately 105,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt
- Re-stripe using existing striping plan
- Clean up for final

PROJECT SCHEDULE

- | | |
|--|----------------------------|
| 1. Request for Bids (RFP) | September 3, 2021 |
| 2. Pre-Bid Job Walk | September 21, 2021 9:00 am |
| 3. Questions in by | October 1, 2021 |
| 4. Proposals are Due and must be Received by | October 8, 2021, 10:00 am |
| 5. Contract Award | November 3, 2021 |
| 6. Start Job | November 29, 2021 |
| 7. Completion of Project | December 31, 2021 |

FISCAL IMPACT

There is no fiscal impact associated with this action. Bids will be brought back to the Board at which time there will be a fiscal impact.

RECOMMENDATION

It is recommended the Board of Directors review and approve the Request for Proposal (RFP) for the asphalt repair work needed to renovate the parking lot located at Mission Oaks Park.

STRATEGIC PLAN COMPLIANCE

3.1: Renovate and Modernize Existing Parks and Recreational Facilities

ATTACHMENTS

- 1) RFP (4 pages)
- 2) Contract Documents (76 pages)

**Remove Tree Roots,
Repair, Compact, Patch,
Slurry and Re Striping and
Painting Curbs -
Approximately 105,000 sq
ft of Parking Lot**

**Notice of Inviting Bids:
Due October 8, 2021, 10:00 a.m.**



www.pvrpd.org • 805-482-1996

Submit Bids to:

Bob Cerasuolo

Park Services Manager

Pleasant Valley Recreation

and Park District, Camarillo, CA

805-482-5396

bobc@pvrpd.org

www.pvrpd.org

Notice of Inviting Bids: Due October 8, 2021 10:00 a.m.

INTRODUCTION

The Pleasant Valley Recreation and Park District (PVRPD) is soliciting proposals from qualified Asphalt Companies to provide services for the repair, demolition, patch, slurry and re-striping of the parking lots at Mission Oaks Park. In the park located at 5501 Mission Oaks Blvd, Camarillo, CA 93012, there are 2 parking lots; one (1) off Mission Oaks Blvd and the other is located off Fieldcrest in the back of the park. The District predicts that this restoration will lengthen the life span of the current parking lot.

PROJECT SCOPE:

The following are key steps that may serve as a guide for what is expected in your proposal:

- Remove approximately 3,000 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 4 inches of Hot Mix asphalt
- Clean tack oil and skin patch approximately 1,500 square feet of bad asphalt with hot mix asphalt
- Clean Approximately 105,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt
- Re-stripe using existing striping plan including curbs
- Clean up for final

PROPOSAL PROCESS:

The prospective Respondent shall submit two (2) copies of the proposal to the Pleasant Valley Recreation and Park District. The proposals shall be signed by an authorized official of the firm. The District reserves the right to reject all proposals. They will not be opened publicly. The following shall be included in your written proposal: A breakdown of the work to be done

1. History of similar projects completed within the last five years, including cost and client contact information.
2. Provide a minimum of three (3) references including service provided, name of agency, contact person, phone number and email.
3. A detailed Scope of Work, including an itemization of all services to be provided and their individual cost.
4. Description of the proposed schedule and the approach that will be used to organize and prepare for the work to be done.

Notice of Inviting Bids: Due October 8, 2021 10:00 a.m.

EVALUATION OF PROPOSALS

District staff will review the proposals. The selected contractor will be contacted to let them know they have been awarded the bid.

The evaluation of proposal will be based on the following:

- Completeness and thoroughness of information provided and adherence to deliverables.
- Ability to meet budget, although cost will not be the sole factor.
- Ability to comply with all State, Federal and local regulations.
- Ability to possess a California state license and a City of Camarillo business license, and a D.I.R number and the proper insurance and bonding.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

RESPONSIVENESS TO SUBMITTAL REQUIREMENTS

Past Performance Record – experience with work of similar complexity and scale. Efficiency and timeliness in completion of projects. Experience with projects complete for public entities.

Staffing Capabilities/Technical Competence – familiarity with applicable codes and regulations. Training and proven expertise in the area of work required. Firm has available resources to complete work within expected time frame.

Quality Control – demonstrated ability to provide professional level deliverables, accurate and qualified research meets professional and District standards. Ability to comply with all state, federal and local regulations.

References – the District will contact the references of the top proposals and will use that information in the evaluation and selection process.

Fee – fees charged in the proposal will be considered along with other proposal evaluation factors.

Capacity to Maintain Schedule – due to the time-sensitivity of this project, particular attention will be paid to those proposers who have avoided documented project delays.

The successful Respondent to whom work is awarded shall, within Seven (7) days of Board approval, enter into a contract with the District for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract.

Failure to comply with the terms of these provisions may disqualify any proposal. Late submissions after the deadline will not be accepted. The District reserves the right to reject any proposal based upon the firm's prior documented history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

Notice of Inviting Bids: Due October 8, 2021 10:00 a.m.

The Pleasant Valley Recreation and Park District Board of Directors will make the final award. No other officer or agent may obligate or bind the District.

PROJECT SCHEDULE

- | | |
|--|------------------------------|
| 1. Request for Bids Released | September 3, 2021 |
| 2. Pre-Bid Job Walk | September 21, 2021 9:00 a.m. |
| 3. Questions in by | October 1, 2021 |
| 4. Proposals are Due and must be Received by | October 8, 2021 10:00 a.m. |
| 5. Contract Award | November 3, 2021 |
| 6. Start Job | November 29, 2021 |
| 7. Completion of Project | December 31, 2021 |

PROPOSAL DEADLINE:

The deadline for the proposal is **Friday October 8, 2021 at 10:00 a.m.** Proposal must be submitted in a sealed envelope marked ***RFP Mission Oaks Parking Lot*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days. Late submissions after the deadline will not be accepted. **FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED.**

ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo**, Park Services Manager
805-482-5396 ext. 301
bobc@pvrpd.org

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS
AND RE-STRIPING AND PAINTING CURBS PROJECT**

SPEC NO. MO-2



www.pvrpd.org • 805-482-1996

**RFP RELEASE DATE:
September 3, 2021**

**PROPOSALS DUE:
October 8, 2021 10:00 A.M**

**DELIVER PROPOSALS TO:
ADMINISTRATIVE OFFICE
PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

BID OPENING: October 8, 2021 AT 10:15 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS

AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

FISCAL YEAR 2021-2022

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS
AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

FISCAL YEAR 2021-2022

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**PLEASANT VALLEY RECREATION & PARK
DISTRICT NOTICE INVITING SEALED BIDS**

FOR THE

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS
AND RE-STRIPING AND PAINTING CURBS**

SPEC NO. MO-2

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 10:00 a.m. on October 8, 2021 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS
AND RE-STRIPING AND PAINTING CURBS**

SPEC NO. MO-2

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words "**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC. NO. MO-2**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **September 21, 2021 at 9:00 A.M.**, at the project site, 5501 Mission Oaks Blvd Camarillo, CA 93012.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS**. The work will take place at 5501 Mission Oaks Blvd Camarillo CA 93012 and Contract Documents, by reference, made a part hereof. **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS**. is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

THE PROJECT MANAGER'S ESTIMATE FOR THIS TYPE 2 SLURRY OF MISSION OAKS PARKING LOTS IS: \$90,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Thirty (30) consecutive working days** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	September 3, 2021	
Pre-Bid job walk,	September 21, 2021	9:00 am
Questions in by,	October 1, 2021	12:00 pm
Proposals must be received by,	October 8, 2021	10:00 am
Contract award,	November 3, 2021	
Project start date approx.	November 29, 2021	
Project completion date no later than,	December 31, 2021	

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS**. See Special Provisions for detailed information on liquidated damages.

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District’s website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on

the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**C-32**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

BID QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobc@pvrrpd.org no later than **October 1, 2021 at 12 pm** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC NO. MO-2**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

DELIVERY OF BIDS: The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty days after the opening of bids.**

BID GUARANTY: Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Project Manager, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on the Community Center Kitchen Remodel project.

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

TAXES: No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

RETURN OF BID GUARANTIES: Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to

execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to District:

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrence of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sub limits and shall be submitted to the District prior to commencement of construction.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District

and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

Separation of insureds. A severability of interest's provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project who is brought onto or involved in the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS project will be submitted to District for review.

Agency's right to revise requirements. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers.

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

SAFETY PERMIT: The Contractor, and not the District, shall be responsible for performing safety inspections for this TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety(Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Project Manager prior to commencement of work.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-
STRIPING AND PAINTING CURBS**

SPEC NO. MO-2

FISCAL YEAR 2021-2022

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment, and incident insurance necessary therefor, in accordance with the specifications therefor known as **“TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC NO. MO-2”** which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of **“TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT, SPEC NO. MO-2”**, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT
TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS
SPEC NO. MO-2**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Remove Approximately 3000 sq ft of raised Asphalt					
4.	Remove Tree Roots					
5.	Haul off site					
6.	Compact top 3 inches of existing Base material					
7.	Pave back up to 4 inches of Hot Mix Asphalt					
8.	Clean Tack oil and skin patch approximately 1,500 sq ft of bad asphalt with hot mix asphalt					
9.	Clean approx. 105,000 sq ft of existing asphalt with high powered blowers and vacuums					
10.	Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt					
11.	Re-Stripe using existing striping plan					
12.	Painting Curbs to existing colors					
13.	Clean up for final					
14.						
15.						

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.						
17.						
18.						
19.						
20.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____
(Sole Owner, Partner, Corporate Officer) *

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed by Bidder and Submitted with Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under "Resolution of Construction Claims").

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under "Resolution of Construction Claims of \$375,000 or Less".) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
as Principal, hereinafter referred to as "Contractor" and _____
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of _____
Dollars (\$ _____), for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The conditions of
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the _____

and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of Firm: _____
(Individual, Partnership, or Corporation)

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(8) Number of years of experience as a Contractor in construction work. _____

(9) List at least Five (5) completed Parking Lots within the last Seven (7) years.

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the Mission Oaks Parking Lot project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories?
Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

Contractor's State License Number and Classification

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

AGREEMENT

THIS AGREEMENT made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and _____ hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS, SPEC NO. MO-2" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Project Manager, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **Thirty (30) consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XVI: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third-party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT
VALLEY RECREATION &
PARK DISTRICT, CALIFORNIA**

Dated _____, 2021

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2021

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Contractor"), a Contract for the work entitled and described as follows:

**TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT
SPEC NO. MO-2**

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will commence within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at 5501 Mission Oaks Blvd, in Camarillo, California 93012.

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

CONSTRUCTION SCHEDULES: Prior to issuing the “Notice to Proceed”, the Project Manager will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Project Manager, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Project Manager within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Project Manager will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 7:00 PM on all workdays as defined in Section 6-7.2 (S.S.P.W.C.).

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS

SPEC NO. MO-2

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Project Manager – The District's Parks Manager, acting either directly or through authorized agents. Also referred to herein as District Project Manager.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

2.5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

2-5.4 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within Thirty (30) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

(2) In the event that the Project Manager is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities of contract items

for inclusion in the final invoice. Upon receipt of such statement, the Project Manager shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Project Manager's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

H. NO PERSONAL LIABILITY: No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Project Manager are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Project Manager within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 7:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE DISTRICT: In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Project Manager will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Project Manager, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Project Manager deems necessary to secure the for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts of orders are not to be further performed unless otherwise authorized in writing by the Project Manager.

[6] Provide the Project Manager with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Project Manager may request.

[7] Dispose of materials not yet used in the work as directed by Project Manager. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Project Manager, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Project Manager, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Project Manager with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Project Manager may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such

acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the by the Project Manager.

(c) The total compensation to be paid to the Contractor shall be determined by the Project Manager on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Project Manager, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Project Manager that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Project Manager.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in

excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural Project Manager employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural Project Manager.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Project Manager in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Project Manager prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

S. CONFERENCES AND MEETING: When and as directed by the Project Manager, the Contractor shall attend all conferences and meetings that the Project Manager deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed

portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties.

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours' labor is a legal day's work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, grass, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged, or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Project Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Project Manager point out the inadequacy of warning and protective measures, such action on the part of the Project Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Project Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Project Manager.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed

therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Project Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING AND PAINTING CURBS PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government

Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 7:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise ensure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. **RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.**

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot-wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

**APPENDIX A
TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT
TYPE 2 SLURRY FOR MISSION OAKS PARKING LOTS AND RE-STRIPING
AND PAINTING CURBS
SPEC NO. MO-2**

PROJECT SCOPE:

The following are key steps that may serve as a guide for what is expected in your proposal:

- Remove approximately 3,000 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 4 inches of Hot Mix asphalt
- Clean tack oil and skin patch approximately 1,500 square feet of bad asphalt with hot mix asphalt
- Clean Approximately 105,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry seal to approximately 105,000 sq ft of asphalt
- Re-stripe using existing striping plan including curbs
- Clean up for final

APPENDIX B

CONSTRUCTION DRAWINGS

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF REQUEST
FOR PROPOSALS FOR LED TENNIS COURT LIGHTS**

SUMMARY

During the development of the 2021-2022 budget, the Board appropriated funds in the amount of \$140,000 to purchase and replace the remaining 150 metal halide tennis court lights with more efficient LED lights.

BACKGROUND

As the District continues to improve our facilities and reduce expenditures, staff has identified tennis court lighting as a way to reduce utility costs as well as staff time. Within the District, there are a total of twenty (20) lighted tennis courts, totaling 150 lamps. Currently, seventeen (17) of the courts are equipped with 1,000-watt metal halide lamps. In February of 2020, District staff replaced the metal halide lamps with more efficient LED lights at the three (3) tennis courts at Springville Park. Staff selected Springville Park as a trial site because of the controlled setting. This park has very few variables as far as the electrical consumption. This allowed us to have a better understanding of what our savings would be from installing the LED lighting.

Since the LED lights have been installed at the Springville Tennis Courts, it is reasonable to assume that light usage has been skewed due to Covid-19. However, with that being said, there has been a reduction in kilowatt consumption over the year of 75%. During that same time period, there was a 67% reduction in costs. The District will have a better understanding of our electrical consumption over time. Staff anticipates similar savings with the LED installations at other parks.

ANALYSIS

New lighting technology has allowed for more energy efficient options. LED tennis lights have a rated lifespan of 70,000 -100,000 hours. LED lights do not decrease in output over time as they maintain full output through their lifespan. It is estimated that LED lighting will result in a 60-70% improvement in the overall energy efficiency of the facility lighting.

The advantages of LED lighting include: 1) Monthly rates at or below current costs, 2) Better quality and uniformity of lighting, 3) Reduced maintenance costs, 4) Minimal energy consumption, 5) Extended life, and 6) Increased reliability. LED lights do not require ballasts which will eliminate the need for staff to change them out and will also reduce the cost of replacement. Once the LED lights are installed, they will essentially become maintenance free.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with the approval of the RFP and Specifications.

RECOMMENDATION

It is recommended that the Board of Directors consider and approve the Request for Proposals for LED Tennis Court Lights.

ATTACHMENTS

- 1) Request for Proposals (3 pages)

**Parks
Department
LED Tennis
Lighting**

**Request for Bid:
Due September 20, 2021, 12:00 pm**



www.pvrpd.org • 805-482-1996

Brandon Lopez

Park Supervisor

Pleasant Valley Recreation
and Park District, Camarillo, CA

805-482-5396 x302

blopez@pvrpd.org

www.pvrpd.org

INVITATION TO BID

Pleasant Valley Recreation and Park District is (“District”) is seeking a bid to purchase LED Tennis Court Light Fixtures meeting the following requirements.

- New LED Fixtures
- 1000-watt metal halide equivalent
- Adjustable mounting angle
- Slip fit mounting for 2 3/8” tenon
- All necessary mounting hardware
- 5 year or greater warranty
- Integrated surge protector
- Universal Voltage 120-277V
- Bronze color fixture

PROPOSAL DEADLINE

The deadline for bid submittal is **Monday, September 20, 2021, 12:00 p.m.** Complete and sign the forms provided and submit with packet. Mark envelopes *LED Tennis Lighting* by the deadline to:

Brandon Lopez, Park Supervisor
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

ADDITIONAL INFORMATION

For questions, contact: **Brandon Lopez**
(805) 482-5396 x302
blopez@pvrrpd.org

BID FORM

LED Tennis Lighting

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
LED Fixtures	116	\$ _____	\$ _____
		Shipping	\$ _____
		Sales Tax	\$ _____
		Total	\$ _____

By signing below the Bidder has read Pleasant Valley Recreation and Park District's bid instructions and specifications. Therefore, the undersigned hereby agrees to provide, within the time specified and the price quoted therein and without any additional charges to Pleasant Valley Recreation and Park District.

By: _____ **Title:** _____

Signature: _____ **Date:** _____

Company: _____

Address: _____ **City:** _____ **Zip:** _____

Email: _____ **Phone:** _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: September 1, 2021

**SUBJECT: CONSIDERATION OF A CONSTRUCTION AGREEMENT
AND A USE AND MAINTENANCE AGREEMENT WITH
MIRACLE LEAGUE OF CAMARILLO**

SUMMARY

Pleasant Valley Recreation and Park District (“District”) owns and operates twenty-eight (28) parks throughout the District. The District Liaison Committee had been meeting with the Pleasant Valley School District (“PVSD”) to attempt to find a location for Miracle League of Camarillo (“Miracle League”) to use. When a PVSD school location did not pan out, Miracle League approached the District exclusively to find a location for a Miracle League field. Staff have been working with Miracle League over the course of the past year to define the specific location, Construction Agreement, as well as the Use and Maintenance Agreements.

BACKGROUND

The Miracle League opened in Conyers, Georgia in April 2000. Word spread and by 2002, fields opened in South Carolina, Alabama, West Virginia, Illinois, and California. There are presently 300 Miracle League Organizations across the United States including Puerto Rico and Canada serving 200,000 plus children and adults with mental and physical disabilities.

On March 28 and May 9, 2019, the District’s Liaison Committee as well as PVSD’s Liaison Committee met to discuss the current joint use agreements as it related to the former Los Altos Middle School property and a permanent location for Miracle League of the 805. As part of the site exploration, Freedom Park West, Woodcreek Park, Pitts Ranch Park, and University Preparation Charter School/Community Center Park locations were examined. It was initially determined at the May 9, 2019 meeting that each agency would further explore the use of University Preparation Charter School located at 1099 Bedford Drive, which is adjacent to the Community Center Park, with Miracle League to operate a baseball program.

At the September 3, 2019 District Board meeting, the Board entered into an agreement with Miracle League of Camarillo whereby the District would grant Miracle League, a Use and Maintenance Agreement for the use of the following related amenities located at 1605 E. Burnley Street: restrooms, sidewalk, parking lot, and all District properties whose use is reasonably anticipated as part of this agreement.

On October 3, 2019, the District's Liaison Committee and Pleasant Valley School District's Liaison Committee met to discuss the progress regarding a permanent location for Miracle League. District staff provided an update regarding the agreement approved by the District Board on September 3, 2019. During that meeting, PVSD provided information that the University Preparation Charter School site would not be an eligible site due to Proposition 39. At the conclusion of the meeting, it was agreed upon that each agency would respectfully go back to their full boards to discuss other potential location sites which could house Miracle League.

At the November 19, 2019 District Board meeting, the Board discussed potential options and locations for the Miracle League field to include Freedom Park east and west end, Woodcreek Park and Pitts Ranch Park. The Board directed staff to work with Miracle League regarding potential District locations to include Freedom Park (located at 275 E. Pleasant Valley Road) as well as work with PVSD regarding any potential school sites.

On January 30, 2020, Director Magner appointed herself and Director Malloy to an Ad Hoc Committee to address the Miracle League's field space request. The Ad Hoc Committee met on March 9, 2020 to determine if there was potential space to add a Miracle League field at the east end of the Freedom Park complex with the intention of keeping a majority of the 2011 Freedom Park Master Plan in place.

On April 1, 2020, the Board finalized and approved the southeast corner of Freedom Park located at the corner next to the Park District office as the specific location for a Miracle League field. As part of the approval process, the District had to modify the Freedom Park Master Plan. Modifications included: replacing the Pinto field with a Shetland field, parking adjustments, drainage, and adding the Miracle League field which adds an extra (3) baseball fields to the east end of Freedom Park.

ANALYSIS

On June 18, 2020, the District and Miracle League entered into a consent to enter, release, and hold harmless agreement enabling Miracle League to begin the design process for a Miracle League field to be constructed at the southeast corner next to the Park District office at Freedom Park. Since that time, District staff has been working with Miracle League as it relates to the location, Construction Agreement, and Use and Maintenance Agreement for the new field. Below is an outline of the key components of each of the two agreements as each agreement with all corresponding documentation is attached.

Key Points of the Construction Agreement are as follows:

1. **Professional Services for Design.** Miracle League hired Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant") to provide professional services required to complete design documents for the Miracle League and adjacent Shetland field. Staff, Miracle League and Consultant will collaborate plans for Miracle League field, Shetland field, parking and surrounding areas.

2. **Refine final plans and details.** Included but not limited to site plans, parking improvements, elevations, grading and drainage, utility needs, site furnishings, landscape plans and cost estimates.
3. **Bid and Construction Documents.** Bid and Construction documents will be submitted, approved, and issued by the District. The Ad Hoc Committee will review bid responses and the contract will be administered by the District.
4. **Contract Funding.** Miracle League will pay Consultant to perform necessary work and provide the entire cost of the Miracle League field through private donations. Miracle League shall provide the District with a letter of commitment and a complete payment bond in the amount not less than 110% of the approved bid.
5. **Construction Phase.** Parties shall convene weekly to review and inspect work completed.
6. **Insurance & Indemnifications.** Miracle League shall conform activities and requirements to meet insurance and indemnifications per CAPRI guidance.
7. **Exhibits.** Define location, approximate field size, master plan, and "U" shaped parking area.

Key Points of the Use and Maintenance Agreement entail the following items:

1. **Terms.** Fields are the sole property of the District. The initial term shall commence upon approval with a term of ten (10) years running. For the first five (5) years of the Initial Term, there shall be an annual review to make any necessary modifications. Provided that Miracle League is not in default, the Parties may agree to extend the term of this Agreement for successive ten (10) year increments.
2. **Permitted Use.** Miracle League shall have use of the Field for all activities sponsored by Miracle League consistent with their stated mission and purpose of providing therapeutic recreational needs. Miracle League shall have priority use of the Field, however, should the District desire to use the Field for other activities, they may do so and would be responsible for the supervision and maintenance of the Field during such use.
3. **Compensation.** Miracle League will not be charged any fees for the use of the Field and the approved storage area. Should the District authorize the use of the Field other than Miracle League activities, and does so under a fee rental, the District will place 50% of the fee into a liability account for replacement, maintenance, and wear to the specialized field. Miracle League will be fiscally responsible, approximately every five (5) years to pay the District to assist with Capital Repair/Replacement work performed on the U-Shaped Parking Area located at Skyway Drive as displayed in Exhibit C.
4. **Maintenance, Repairs, and Conditions of Use.** Miracle League shall maintain and repair the Field at its own cost and on July 1st every year deposit \$1,000 into a liability account with the District for replacement cost of turf and other such capital items. They will be responsible for all utility charges, pest control, fencing that might arise, and extra custodial costs. They will reimburse the District monthly for garbage fees which will be addressed annually as part of the agreement. Miracle League is responsible for all damage and repairs in which their program may cause. Should the District damage the Miracle League Field, the District is responsible to either reimburse Miracle League for the cost or make such repairs.

5. **Alterations and Additions.** Miracle League may not make any alterations, improvements, additions, or installations without the District's prior written consent. Any modifications shall be submitted to the District for review prior to any work being performed.
6. **Indemnification & Insurance.** Miracle League shall conform activities and requirements to meet insurance and indemnifications per CAPRI guidance.
7. **Miscellaneous.** Compliance with all applicable Law, Rules, & Regulations is required.

FISCAL IMPACT

There is currently no fiscal impact associated with this action at this time.

RECOMMENDED ACTION

It is recommended the Board approve both the Construction Agreement and the Use and Maintenance Agreement with Miracle League of Camarillo.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 3.2B: "Public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation."

Meets 2021 Strategic Plan Goal 3.4D: "Update the Freedom Park Master Plan and continue pursuing funding opportunities with Community Partners."

Meets 2021 Strategic Plan Goal 4.4A: "Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fulfill unmet needs."

ATTACHMENTS

- 1) Construction Agreement (16 pages)
- 2) Use and Maintenance Agreement (14 pages)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT AND THE MIRACLE LEAGUE OF THE 805
REGARDING CONSTRUCTION OF A MIRACLE LEAGUE FIELD TO BE
LOCATED AT FREEDOM PARK**

This Memorandum of Understanding (MOU) Regarding the Freedom Park East location is entered into by and between the Pleasant Valley Recreation and Park District ("District") and the Miracle League of the 805 ("Miracle League" or "the Permittee") and shall be effective on the date signed by the last party to sign the Agreement. The District and Miracle League are collectively referred to here as the "Parties".

Pursuant to authority granted by the Public Resources Code of the State of California, the District organizes, promotes and conducts programs of community recreation. Pursuant also to the Public Resources Code, the District has established systems of recreation, recreation centers, parks, and athletic fields and related facilities. The Permittee is an active California non-profit corporation or association embracing within its purposes the provision of organized athletic programs open to the residents of the District. It is the intent of the parties in this Agreement to establish specific understandings for the construction, use and maintenance of certain District facilities by Miracle League in its organized recreational and sports programs to expand and enhance recreational opportunities for residents of the District.

RECITALS

- A. The District has owned and operated Freedom Park since November 1976.
- B. In 2009 the District began the development of a Freedom Park Master Plan to include the development of conceptual plans, design schemes, project phasing plan and budget documents.
- C. On February 3, 2010, the District Board accepted and approved the Freedom Park Master Plan. On June 2, 2010 the Board hired a consultant to begin Phase 1A (Veterans Field) and Phase 2A (Bronco and Pony Fields) and a portion of Phase 2B (Bronco and Mustang Fields).
- D. On September 6, 2018, the District Board approved updated plans and specifications for the Freedom Park Master Plan Phase 1B to include two fields: 1) Mustang/Pinto field and 2) Pinto field.
- E. On the April 1, 2020, the District Board directed the General Manager to explore a partnership leading to a formal agreement with Miracle League 805, Inc. to build a Miracle League field.
- F. The District owns and manages public parks and recreation facilities in the City of Camarillo, including the park property located at 275 Pleasant Valley Rd. set forth in **Exhibit "A"**, known as the Freedom Park, which referred to herein by this name, or as the **"Park Property."** This definition only refers to Freedom Park and not to any other District parks or recreation facilities.

G. The Parties desire to enter into this Agreement for the purpose of jointly setting terms as it relates to 1) Design Phase, 2) Bid and Construction, 3) Contract and Construction Funding and 4) Use and Maintenance.

WHEREFORE, the Parties hereby agree to the following terms:

1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

2. DESIGN WORK AND BUILDING DEVELOPMENT.

a. Miracle League shall hire Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant") to provide professional services required to complete design documents for the Miracle League Field and the adjacent Shetland Field as it relates to the Miracle League Field.

b. District staff and Miracle League will collaborate with Consultant on the initial review of the layout and plans for the Miracle League field, Shetland field, parking needs, and surrounding areas to ensure both fields are compatible and buildable.

c. The intent of this phase is to refine the final plan with as much detail and visual representation as possible. During this phase of the project, as described below, the Parties will develop:

- Site Plan for the Miracle League field and any associated plans that may affect the Shetland Field (Exhibit D).
- Parking lot improvements to the "U" shaped parking area of Skyway Drive (Exhibit D)
- Elevations
- Grading and Drainage Concept (Detention Basin)
- Utility Information
- Site furnishings (bleachers, trash cans, dumpster, scoreboard, trees, fencing, signage, storage unit)
- Landscape Plans and Renderings
- Prepare cost estimates for the aforementioned plans

d. The draft project design (all elements described in subsection c above) will be submitted for review to the Miracle League Ad Hoc Committee ("Ad Hoc Committee"). The Committee shall be comprised of members from both PVRPD board and Miracle League board. The Committee shall make a recommendation to the District Board regarding the finalized design plans.

3. BIDS AND CONSTRUCTION DOCUMENTS.

a. District staff and Consultant will collaborate on drafting of the Bid documents, which shall comply with all applicable laws.

b. The draft Bid Documents will be submitted for review to the Ad Hoc Committee which shall make a recommendation to the District's Board regarding the issuance of the Notice Inviting Bids.

c. The Bid Documents will be approved and issued by the District.

d. Prior to Bid Documents being approved and issued by the District; Miracle League must identify and have a description of in-kind materials and labor.

e. The Ad Hoc Committee will review all Bid responses, interview qualified firms, and recommend to the District Board the Contractor to perform the work per the public bidding process.

f. Upon selection of a Contractor to build the project, the contracting parties ("Contract") will be the District and the Contractor.

g. The Contract will be administered by the District.

4. CONTRACT FUNDING.

a. Miracle League will pay Consultant to perform all necessary work to provide plans for the Miracle League Field as well as any adjustments needed for the Shetland Fields due to changes of the Master Plan.

b. Miracle League shall solicit, procure, and provide the entire cost of the Miracle League fields through private donations. Prior to obtaining the bid approval from the District; Miracle League shall provide the District with a letter of commitment and complete and properly executed payment and performance bonds, with each in the amount not less than 110% percent of the approved bid and in a form approved by the District.

c. Upon selection of the Contractor and prior to issuance of the Notice to Proceed, Miracle League will deposit the approved construction contract amount in a Liability Account (specific to this project) with the District to pay for the project.

d. The Parties recognize that additional work may be desired of the Contractor beyond the initially approved Scope of Work, therefore Miracle League will provide an initial project appropriation in an amount equal to 110% of the Contract. In the event of extra work, the Miracle League, after consultation with the Ad Hoc Committee, will consent to the District's approval of an amendment to the Contract and shall promptly tender to the District any additional funding necessary to complete the project (110% of the extra work).

e. The Parties shall convene a weekly status meeting, at a mutually agreed upon place and time for the purpose to include, but not limited to, review and inspection of the work completed to date and to review a written accounting of funds expended by the District to date.

f. All work and performance of duties under this Agreement shall comply with any and all applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

g. Approval and final acceptance of all work on the project shall be by the District.

h. Miracle League will reimburse the District for all attorney's fees, City fees, and/or County fees incurred in connection with the preparation and negotiation of the construction documents and all agreements. The District will pay these fees and Miracle League will reimburse the District within 30 days. If Miracle League fails to timely reimburse the District, the District may draw on the deposit in the Liability Account for the reimbursement, and Miracle League will be required to replenish the Liability Account in an amount sufficient to maintain 110% of the remaining cost of the project.

5. USE AND MAINTENANCE.

a. Agreement Terms: A Use and Maintenance Agreement shall be finalized and signed simultaneously with this MOU and shall be governed by that such agreement.

6. INDEPENDENT CONTRACTOR. Neither the District nor any of its employees shall have any control over the manner or means by which Miracle League, its contractors, or their employees, perform the services required herein, except as otherwise set forth herein. Miracle League and its contractors shall each perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Miracle League represents and warrants that the personnel used to provide services pursuant to this Agreement are classified by Miracle League or its contractors as employees or volunteers. Neither Miracle League nor its contractors shall at any time or in any manner represent that it or any of its employees, contractors, or volunteers are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Miracle League or its contractors in its business or otherwise or a joint venture or a member of any joint enterprise with Miracle League its contractors. In the event that Miracle League, its contractors or any volunteer or employee of Miracle League providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Miracle League shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Miracle League or its contractor or any volunteer or employee used to provide services under this Agreement are employees of the District.

7. INSURANCE & INDEMNIFICATION. The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Miracle League (and its officers, representatives, members, employees, contractors and invitees) shall at all times conform its activities at the Park Property and on the Premises with all written guidelines provided by CAPRI, which Permittee shall review prior to the execution of this Agreement and shall refrain from any activity which may limit or jeopardize the District's liability insurance coverage through CAPRI. Additionally, Miracle League (on its behalf and on behalf of any contractors hired by Miracle League to perform any services on the Premises) shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Insurance Requirements. The District is a member of the California Association for Park and Recreation Indemnity ("CAPRI"). Miracle League shall conform its activities at the Property to any written guidelines provided by CAPRI and will do nothing to limit or jeopardize the District's liability insurance coverage through the CAPRI. Additionally, Miracle League shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

i. Commercial General Liability Insurance. The Miracle League shall procure and maintain, for the duration of the use period contemplated herein, a policy of commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

ii. Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. Notwithstanding the foregoing, Miracle League shall not be required to maintain workers' compensation insurance if Miracle League has no employees and if Miracle League submits a statement signed under penalty of perjury to the District's Manager that Miracle League has no employees prior to commencement of the term of this Agreement. For purposes of this paragraph, independent contractors are not employees.

All insurance policies shall name District and District Parties as additional insureds prior to the use of the Property. The Miracle League shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' prior notice to the District of cancellation or any change of coverage or limits. In the event any of said policies of insurance are cancelled or amended, Miracle League shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Miracle League of the 805 access to the Property. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is

on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CAPRI.

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Miracle League maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Miracle League. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Miracle League agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Miracle League may be held responsible for the payment of damages to any persons or property resulting from Miracle League activities or the activities of any person or persons for which Miracle League is otherwise responsible.

All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

iii. Indemnification. Miracle League shall indemnify, defend, and hold harmless District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to Miracle Leagues use or occupancy of a facility or property controlled by the District, unless solely caused by the gross negligence or willful misconduct of District, its officers, employees, or agents "District Parties".

8. FORCE MAJEURE. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Parties shall each be temporarily excused from its obligations under this agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event, with the time for completion of such obligation extended by the number of days that such Party has been delayed, as agreed to by the other Party. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Miracle League waives any right of recovery against District for losses resulting from a Forces Majeure Event and the Miracle League shall not charge results of "acts of God" to District, its officers, employees, or agents.

a. Obligation to Repair and Restore Damage Due to Casualty. If the Project is totally or partially destroyed by earthquake or fire or other casualty required to be insured against by Developer, and the proceeds available from the insurer are sufficient

to repair such casualty, the Miracle League shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the project to substantially the same condition as the project is required to be developed and maintained in pursuant to this Agreement, and the Miracle League shall complete the same as soon as possible thereafter so that the project can be completed and operated in accordance with this Agreement.

Subject to extensions of time for "force majeure" events described above, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Miracle League obtains insurance proceeds unless District's General Manager, in his or her sole and absolute discretion, approves a longer period of time. District shall cooperate with the Miracle League, at no expense to District, in obtaining any governmental permits required for the repair, replacement, or restoration.

If Contractor fails to obtain insurance as required by this Agreement (and District has not procured such insurance and charged the Miracle League for the cost), the Miracle League shall nevertheless be obligated to reconstruct and repair any partial or total damage to the project and improvements to allow the Miracle League to complete the project accordance with this Agreement.

9. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS.

a. Miracle League shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

b. The Miracle League agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

c. The Miracle League further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

d. District reserves the right to immediately suspend the agreement for an emergency that poses an immediate threat to a person's health, security, property, or environment.

e. The District reserves the right to suspend Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 15-day period. The District also reserves the right to revoke Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 60-day period.

10. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior

agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by authorized representatives of both parties.

11. NOTICES.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District
Attention: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
Email: motten@pvrrpd.org

The Miracle League of the 805
Attention: MIRACLE LEAGUE 805 - President
2310 Ponderosa Dr., Suite 21
Camarillo, CA 93010

12. INTERPRETATION. This Agreement will be construed under the laws of the State of California, and will not be strictly construed for or against either party as a result of their joint preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By: _____
Mark Malloy, Board President

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Elaine Magner, Secretary of the Board

Tiffany J. Israel, District Counsel

Miracle League of 805

By: _____
Rick Pena, President

Dated: _____

By: _____
Vice President

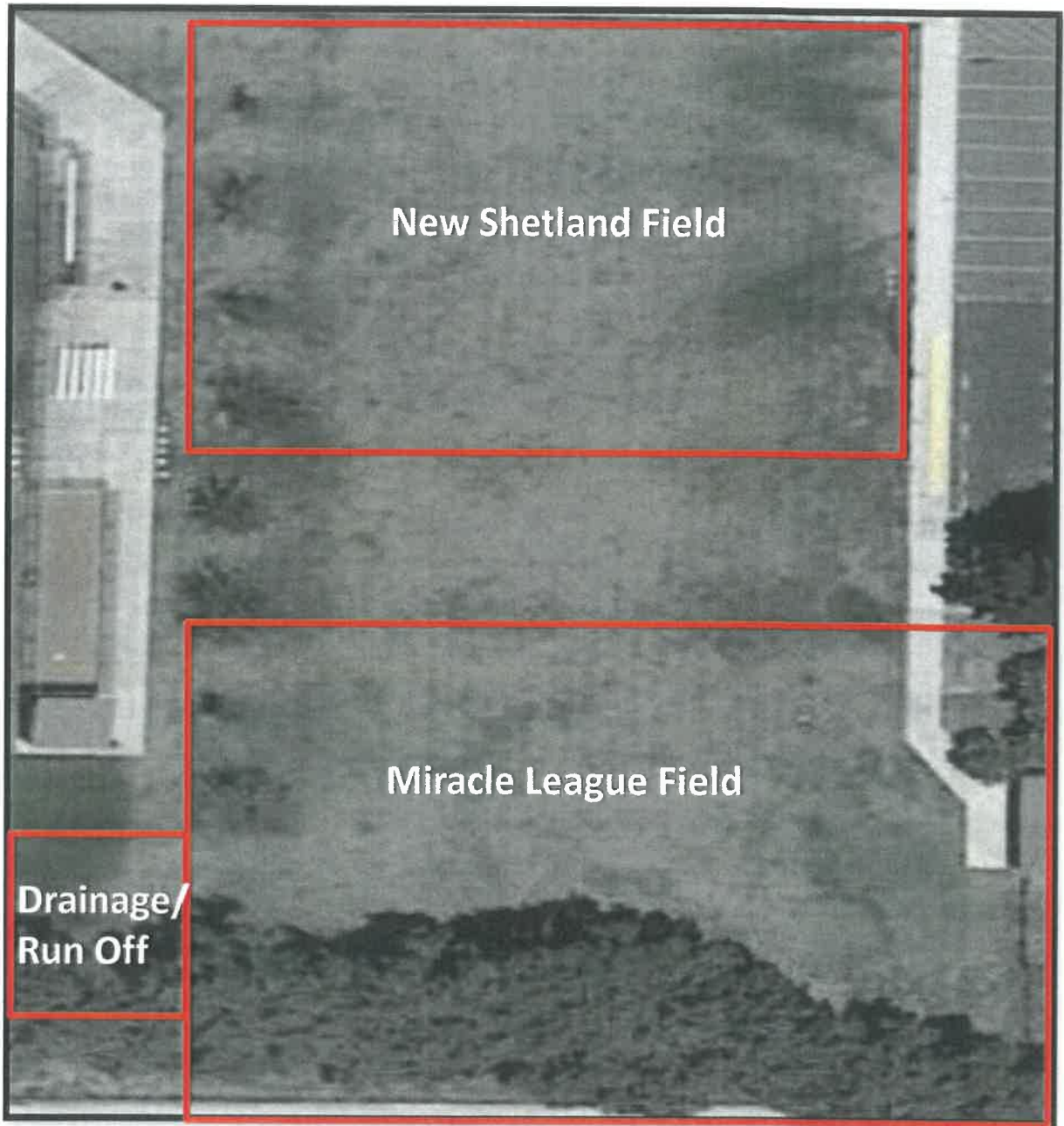
Dated: _____

EXHIBIT "A"

Freedom Park - East



Freedom Park Field Layout



Approximate Field Size

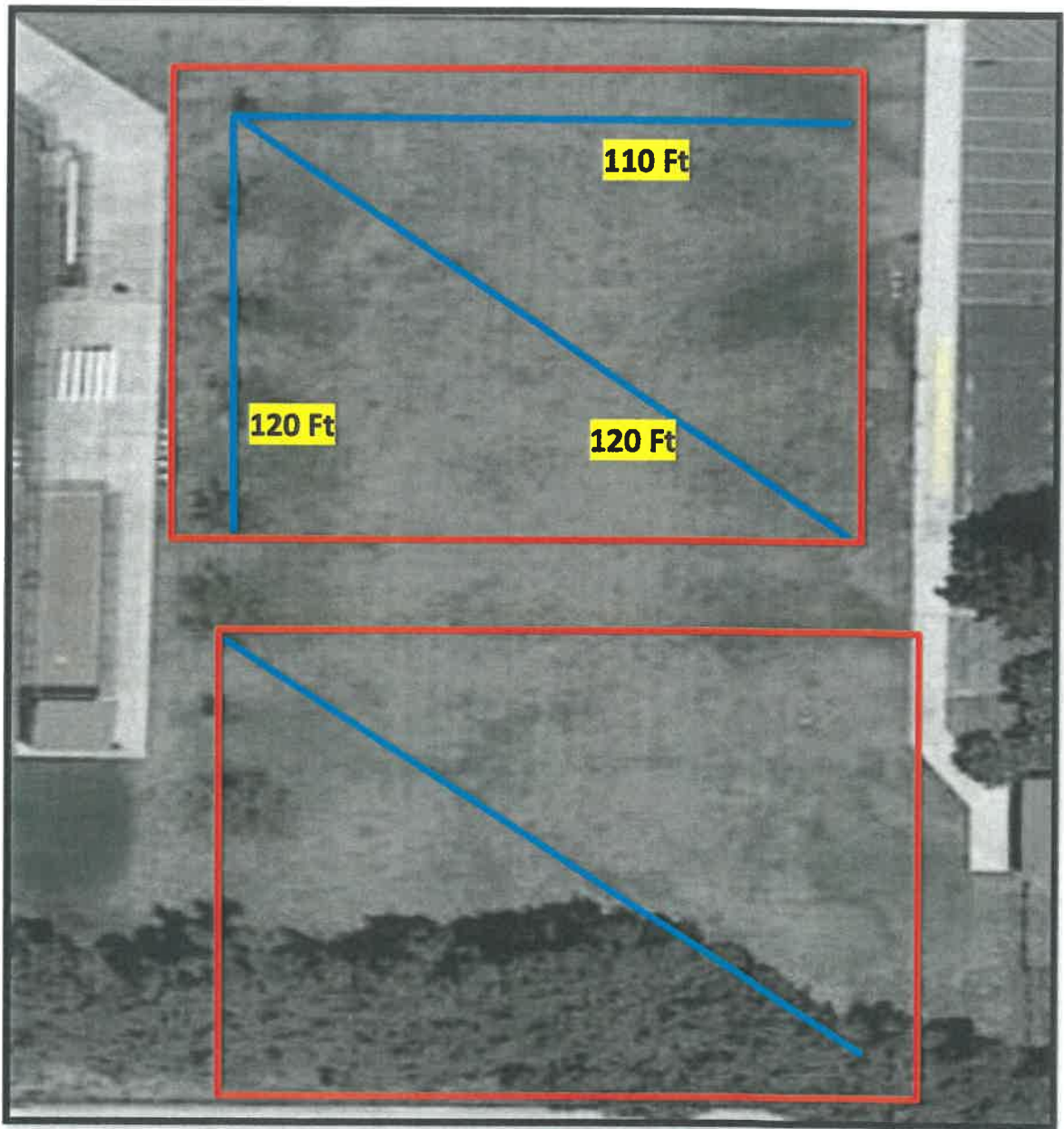


EXHIBIT "B"

Freedom Park - Master Plan Attachment 1



EXHIBIT "C"

Freedom Park - Master Plan with Miracle League Location Identified Attachment 2



EXHIBIT "D"

Items to be addressed due to Field Location:

Miracle League will be responsible to address the following items as it relates to the change in locations of a Shetland/Pinto Field per the original Freedom Park Master Plan. This shall be accomplished through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field and/or the specific project listed in items 1-3 below.

1. Drainage due to rubberized surface,
2. Reconfiguring Irrigation,
3. Move or relocate the City's water mainline located within the Miracle League Field per the City of Camarillo specifications.
4. Additional Parking Improvements and ADA requirements to the "U" shaped parking area of Skyway Drive as shown below and to include:
 - a. Construct a passenger loading zone for a minimum of 2 vans along the westside of the liberty building as identified below or other option to fulfill drop off location (approved by the District).
 - b. Construct walkways affiliated with the passenger loading zones to meet ADA requirements.
 - c. Additional ADA parking requirements to the "U" shaped lot due to the increased (one) field located at the east end of Freedom Park and due to the change of the Freedom Park Master Plan.

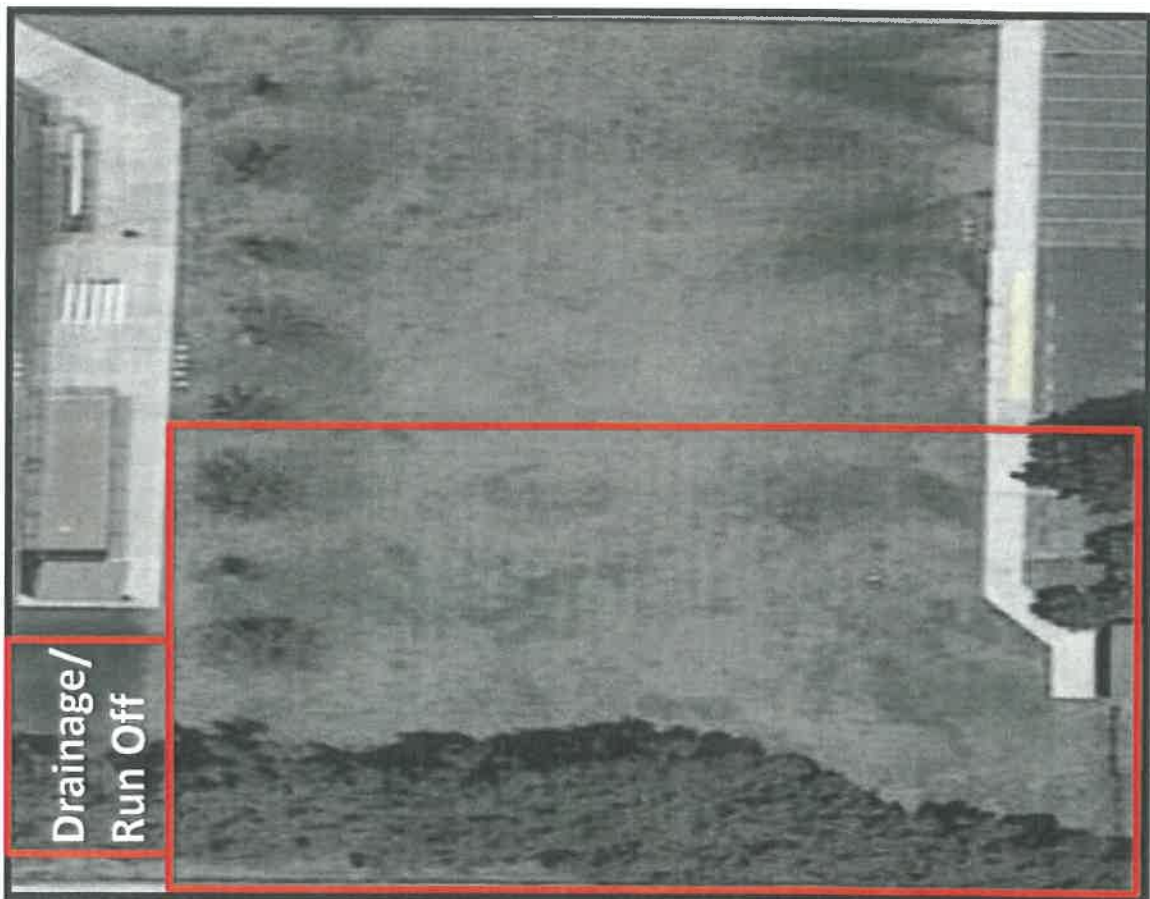
Exhibit ____ : U Shape Parking Lot Area



Miracle League will be responsible to address the following items as part of the overall project and location of the Miracle League Field and through a one-year warranty period that will commence upon the agreed upon completion of the Miracle League Field.

1. Install a separate Electrical Meter should one be needed
2. Install a separate submeter for water should one be needed
3. Remove any trees affiliated with the project to include those along Pleasant Valley Road next to the field, any drop off areas, drainage paths, location of storage shed
4. Install a tuff shed no larger than 10 x 10 to include a concrete pad and removal and repair of District fencing along the southern and western corner behind the staff offices (behind home plate)
5. Provide amenities such as trash cans, seating, benches, score board, memorial or donor wall (must be approved prior to purchase and install), etc.

Tree Removal and Potential Fencing Alteration Areas



**USE AND MAINTENANCE AGREEMENT REGARDING MIRACLE LEAGUE FIELD
FREEDOM PARK EAST LOCATION**

This Use and Maintenance Agreement Regarding the Miracle League Field Freedom Park East Location (“**Agreement**”) is entered into this _____ day of _____, 2021 (“**Effective Date**”), by and between the Pleasant Valley Recreation and Park District (“**District**”) and the Miracle League of Camarillo, Inc., doing business as Miracle League of the 805, Inc. (“**Miracle League**”), a California nonprofit. The District and Miracle League are collectively referred to herein as the “**Parties**”.

RECITALS

- A. Pursuant to authority granted by the Public Resources Code of the State of California, the District organizes, promotes and conducts programs of community recreation, and has established systems of recreation, recreation centers, parks, and athletic fields and related facilities. Miracle League is an active California non-profit corporation that provides organized athletic programs for persons with disabilities open to the residents of the District.
- B. The District owns and operates Freedom Park (APN#230-0-030-145), a 33.85-acre park located at 275 E. Pleasant Valley Road in Camarillo. The park is located on a portion of the former Oxnard Air Force Base, and currently sits next to a mix of government properties including the Camarillo Airport and Ventura County Animal Shelter.
- C. In 2009, the District began the development of a Freedom Park Master Plan to include the development of conceptual plans, design schemes, project phasing plan, and budget documents for the development of Freedom Park (“**Master Plan**”).
- D. On February 3, 2010, the District Board accepted and approved the Master Plan. On June 2, 2010, the Board hired a consultant to begin Phase 1A (Veterans Field), Phase 2A (Bronco and Pony Fields), and a portion of Phase 2B (Bronco and Mustang Fields) of the Master Plan.
- E. At the April 1, 2020, District Board meeting, the Board directed the District’s General Manager to explore a partnership with Miracle League to build a Miracle League baseball field at Freedom Park (“**Field**”). The Parties will enter into a separate Memorandum of Understanding governing the construction of the Field (“**MOU**”).
- F. The Field will be located directly west of the District Park Services Office (480 Skyway Drive) and south of the planned future Shetland baseball field, in the location shown in Exhibit A.
- G. The Parties now wish to enter into this Agreement to further define the terms of the use and maintenance of the Field.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained

herein, the District and Miracle League, each for itself and its successors and assigns, intending to be fully and legally bound, agree as follows:

TERMS

1. BASIC PROVISIONS.

1.1 Recitals.

The foregoing Recitals are true and correct and are hereby incorporated by this reference.

1.2 Ownership of Field; Rights of Miracle League.

This Agreement concerns the Field, which shall be constructed by Miracle League in accordance with MOU. As used in this Agreement, "Field" includes all improvements on and to the Field, including but not limited to artificial turf, fences, bases, netting, dugouts, storage structures, and other structures and improvements on or next to the Field. Upon completion of construction and acceptance of the Field by the District, the Field shall be the sole property of the District. Miracle League shall have no ownership interest or any other property interest in the Field and shall have only those rights regarding use of the Field as are set forth in this Agreement or which are held generally by members of the public.

1.3 Term.

(a) Initial Term. This Agreement shall commence on the date approved by both parties with a term of ten (10) years running to ten (10) years from the completion of construction, unless earlier terminated ("Initial Term").

(b) Annual Review. For the first five (5) years of the Initial Term, an annual review shall commence by July 1st where the District and Miracle League will review the terms of this Agreement and make any necessary, mutually agreed upon modifications to the terms that best support the intent, goals, interests and working processes of both organizations.

(c) Extension of Term. Provided that Miracle League is not in default of any of the terms and conditions of this Agreement, the Parties may agree (but are not obligated) to extend the term of this Agreement for successive ten (10) year increments, or any shorter period of time, on mutually satisfactory terms, if Miracle League gives the District written notice of its request to renew at least one-hundred eighty days before expiration of the then-current term.

(d) Termination. District may terminate this Agreement if Miracle League fails to cure a material breach of this Agreement following 60 days' notice by the District (as further described in Section 5), or upon the occurrence of Miracle League's inability to use the fields for longer than 12 months, following 30 days' notice or if agreed upon by District.

(e) Effect of Termination. Upon termination of this Agreement, District shall retain all ownership and use rights to the Field, unrestricted by this Agreement, may use the Field for any purpose, and may remove or modify the Field, if desired, in its sole discretion.

1.4 Permitted Use.

(a) Use of the Field. Miracle League shall have use of the Field for all activities sponsored by Miracle League as well as regular business of the Miracle League. Use of the Field by Miracle League shall be consistent with the Miracle League's stated mission and purpose of providing for the therapeutic recreational needs of residents in the District who have disabilities.

(b) Only Permitted Uses. Miracle League shall use the Field only for the permitted use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Miracle League shall not use or permit the use of the Field in a manner that is unlawful, dangerous, creates damage, waste, or a nuisance, or that causes damage to the neighboring premises or properties. Miracle League is responsible for remaining informed about laws and requirements applicable to use of Freedom Park, however District must provide Miracle League with a written copy of any changes made to the Freedom Park use requirements.

(c) Priority Use. The District shall give Miracle League priority use of the Field. Miracle League recognizes, however, that it is the desire of the District to use the Field for other activities specifically geared to persons with disabilities/special needs in addition to those planned and scheduled by Miracle League. These may include, but are not limited to, the following: (i) District sponsored leagues, drop-in play, tournaments, camps, and programs when the Field is not scheduled for use by Miracle League; and (ii) permits for other organizations of similar intent and use as Miracle League when the field is not scheduled for use by Miracle League. Should the District use or permit use of the Miracle League Field by anyone other than Miracle League, the District shall be responsible for the supervision and maintenance of the Field during such use.

(d) Field and Facility Allocation and Use Process. Miracle League shall follow a modified version of the District Field and Facility Allocation and Use process ("FFAU Process") for scheduling activities at the Field, attached hereto as Exhibit B. The FFAU Process outlines allocation priorities and procedures for permitted use of District fields and facilities. The process provides organizations the exclusive use of a designated field or facility at a designated time, to the exclusion of all others while also considering activities, events and associated amenities taking place in the entire complex.

(e) Submission and Review of Schedule. Miracle League shall submit their scheduled activities twice per year for the Spring Season (January 1 – June 30) and Fall Season (July 1 – December 31). Twice per year, a Miracle League representative and a District Recreation Supervisor shall schedule an allocation review meeting to discuss, plan and mutually agree on specific schedules covering the use of the Field, required documentation, and any specific or new needs of the Field.

(f) Availability of Field to the Public. It is further understood by both parties that when the Field is not scheduled for use by Miracle League or other permitted uses as described above, the Field will not be available for open play by the general public.

(g) Availability of Field to District. District shall have use of Field, subject to availability. District shall request Field usage dates and times in writing from Miracle League a minimum of 15 days in advance in order to schedule the Field for any purpose other than Miracle League activities. In an effort to protect the integrity of the specialized field surface, Miracle League's approval is required for District use of fields for any purpose other than activities specifically intended for persons with disabilities. At no time shall locks be installed on any entrance to the Field which

would restrict access to the Field by the District without prior approval of the District.

(h) Ingress and Egress Rights. During the terms of this Agreement, Miracle League and its invitees shall have ingress and egress rights over the District's vehicular and pedestrian walkways located at Freedom Park which provide access to the Field.

(i) Restrooms. Miracle League shall have use of District restroom facilities located adjacent to the Field during scheduled and approved Miracle League activities. Miracle League shall provide the District with seasonal game and usage schedules as described above for the District to ensure clean restroom facilities. Miracle League shall reimburse District a prorated cost per the District Board approved Fee Schedule for restroom cleaning which is above the normal cleaning schedule (1x per day) for league play. Should Miracle League engage in tournaments or other such extended activities, Miracle League shall reimburse the District per the approved Fee Schedule for restroom cleaning, trash and other items associated with extended activities.

1.5 Compensation and Maintenance of Parking Lot.

(a) No Fees. Miracle League will not be charged any fees for the use of the Field. The use of the Field and approved Storage Area in Exhibit C is provided in consideration of the private funds raised by Miracle League for the development, construction, and operation of the Field.

1. When the District authorizes the use of fields other than Miracle League activities and does so under a fee rental to the permittee, the District will place 50% of said fee into a liability account for replacement, maintenance, and wear to the specialized field surface.

(b) Maintenance and Repair of Parking Lot. The obligation for maintenance within the Skyway Drive U shall be borne mainly by the District; however, Miracle League shall remove trash and debris, as needed, from the parking areas that is left by any Miracle League participants, guests or invitees. Miracle League shall be responsible for all costs for repair and replacement of any of the Skyway Drive U Improvements that result from damages caused by Miracle League or any of their permittees. Miracle League will also be fiscally responsible, approximately every five (5) years, to pay the District to assist with Capital Repair/Replacement work performed on the U-Shaped parking Area located at Skyway Drive. The parties agree that Miracle League's contribution to this work is currently estimated at but is not limited to \$5,000 and that this amount shall automatically be increased by 10% each time that work is performed to offset the increased cost of such work overtime.

2. MAINTENANCE, REPAIRS, AND CONDITIONS OF USE.

2.1 Maintenance and Repair.

Miracle League shall maintain and repair the Field at its own cost. Miracle League shall notify District in writing of any needed repairs and hire licensed contractors approved by District. Maintenance to be provided by Miracle League includes, but is not limited to, maintenance of permanent facilities and equipment, providing trash bins and disposal of trash, and preparation of the fields for play as needed. Miracle League shall also keep and maintain the Field in a clean, sanitary and orderly condition.

a. Miracle League on an annual (July 1st) basis will deposit \$1000 into a liability account

with the District for replacement cost of turf and other such capital items.

2.2 Trash Removal.

All papers, waste materials, and other debris on or next to the Field shall be picked up on a regular basis by Miracle League. Miracle League will reimburse the District \$25 monthly for their share of Freedom Park trash removal fee for the initial year of operation and this fee will be reviewed annually as part of the annual meetings to determine a future amount based on usage. Thereafter, Miracle League will be billed quarterly, and the payment is due within 30 days of receipt of an invoice from the District. This fee will be reviewed annually as part of the review process due to programming needs.

2.3 Hazardous Materials.

Miracle League may not use, store or dispose of any hazardous materials on Field or anywhere else in Freedom Park. "**Hazardous materials**" means any material described as a "hazardous material" or "hazardous waste" in any provision of state or federal law.

2.4 Financial Responsibilities of Miracle League.

Miracle League shall be financially responsible for the following: 1) all electrical service charges associated with use of the Field; 2) all gas and water service charges associated with use of the Field; 3) charges for providing appropriate trash receptacles and the removal of trash and debris resulting from use by Miracle League; 4) rodent and pest control maintenance costs associated with use of the Field to include but not limited to mesh insertions under the Field to address gopher control; 5) should the needs arise for additional fencing along the outfield of the Field to protect participants and spectators from any flying balls hit from the Shetland field located directly north of the Field; 6) any additional or necessary renters insurance for Miracle League storage building, shed and/or equipment; and 7) extra custodial and grounds maintenance costs associated with use of the Field. To the extent possible, all such charges shall be separately metered from District property with Miracle League paying for the installation of meters. If in the event separate meters cannot be installed, the District will bill Miracle League a pro-rated monthly fee, as reasonably determined by District, for the applicable service. If not paid by Miracle League within 30 days of billing, a 10% administrative penalty will apply.

2.5 Food and Beverage.

The direct sale or coordination of any food or beverage sales (e.g., food trucks) shall be governed by District Ordinance 8 General Use Policy. This policy mandates the requirement for a permit issued by the District authorizing any entity to make a profit while on District property. Applicable permit fees as established and approved by the District Board of Directors shall be paid and all permit requirements adhered to.

2.6 Damage and Repairs.

- (a) Miracle League shall not commit any waste upon the Field or adjoining District property, or any

nuisance or other act or thing which may disturb use of nearby District property or facilities. In the event District property is damaged or destroyed as a result of use by Miracle League or its invitees under this Agreement, Miracle League shall reimburse the District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. Miracle League shall make repair cost reimbursement to District within 30 days after billing. If not paid within 30 days of billing, a 10% administrative penalty will apply. The District may, at its sole option, upon application by Miracle League, permit Miracle League to repair such damage rather than reimburse the District for its costs in having the damage repaired.

- (b) In the event Miracle League property is damaged or destroyed as a result of District use under this agreement, District shall reimburse the Miracle League for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. District shall make repair cost reimbursement to Miracle League within 30 days after billing. If not paid within 30 days of billing, a 10% administrative penalty will apply. The Miracle League may, at its sole option, upon application by District, permit District to repair such damage rather than reimburse the Miracle League for its costs in having the damage repaired.

2.7 Alterations and Additions.

(a) Maintenance and Improvements. Miracle League shall maintain the Field consistent with the Site Plan (Exhibit A) in the MOU. Miracle League may not make any alterations, improvements, additions, or installations in, on, or about the Field without District's prior written consent. If during the term of this Agreement, modification or development of the Field, restroom facilities, storage areas, the Skyway Drive U area or any adjacent parking area to the Field is required to meet the needs of Miracle League, all costs incurred in such work shall be borne by Miracle League without contribution from the District, unless agreed upon by both parties that the District will share in the cost of the work. Upon completion of any improvements, Miracle League shall provide District with a list of all improvements made to the Field.

(b) Plans and Specifications. Plans and specifications for all proposed modifications, improvements and additions shall be submitted to the District for review prior to any work being performed by Miracle League. The District shall review those plans and specifications in a timely manner which shall not exceed 30 days from the date of submittal by Miracle League. If either Miracle League or the District so requests, a meeting shall be held between representatives of the Miracle League and the District to resolve problems or clarify matters related to the plans and specifications. If the District finds the plans and specifications to be acceptable, it shall advise Miracle League in writing, and Miracle League shall be authorized to perform the modifications, improvements, and additions in accordance with those plans and specifications. If the plans and specifications are not acceptable to the District, Miracle League shall be so advised and given the opportunity to modify the plans and specifications or provide new plans and specifications for consideration by the District. All modifications, improvements, and additions performed by Miracle League shall be completed in strict accordance with the plans and specifications which have been approved by the District, using materials and construction techniques which are consistent with District and/or manufacturer design and building standards. Construction by Miracle League shall be in strict accordance with all local

building codes and requirements.

(c) Inspection and Correction of Work. The District reserves for itself the right to inspect all such work performed by Miracle League or its contractors or agents. Accordingly, Miracle League shall plan and coordinate such work with the District to provide for such inspection. In the event District inspections determine that work is not being performed in accordance with the plans and specifications, Miracle League shall immediately correct such deficiencies in the work and take corrective action to ensure compliance with the plans and specifications. In the event of failure to comply with the plans and specifications, the District may, at its option, require termination of work on such modification or development, or the District may correct such deficiencies and all costs so incurred shall be paid by Miracle League within ten (10) days after submission of an itemized statement.

(d) Coordination of Work. During any modification, improvements or new additions, Miracle League shall assign a person to coordinate work being performed with District representatives. Said person shall be knowledgeable in the building trades and in local building codes and requirements. Said person shall be available during the construction period for job site consultation with District staff on a regular, weekly basis, and on an emergency basis to handle any construction problems which may develop.

(e) District Work. Should the District need to perform work located at Freedom Park baseball fields which could impact the use of the Miracle League fields the District will give Miracle League thirty (30) days' notice when possible unless it's considered an emergency.

3. INDEMNIFICATION & INSURANCE.

3.1 District's Insurance and Indemnification Requirements.

District shall be responsible for its own insurance while using the Field for anything other than Miracle League games/events. District shall indemnify, defend, and hold harmless Miracle League, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the District's use or occupancy of Field, or any work performed under this Agreement by District or its agents or contractors, except to the extent caused by the gross negligence or willful misconduct of Miracle League.

3.2 Indemnification by Miracle League.

Miracle League shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property, arising at any time out of or in any way related to the Miracle League's or its invitees' use or occupancy of the Field or any other part of Freedom Park, , or any work performed under this Agreement by Miracle League or its agents or contractors, unless solely caused by the gross negligence or willful misconduct of District.

3.3 Miracle League's Insurance Requirements.

(a) General Liability Insurance. Miracle League shall procure and maintain, for the duration of the Initial Term and any extension of the term of this Agreement, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

i. Such insurance shall name District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Miracle League shall file certificates of such insurance with the District, which shall be endorsed to provide thirty (30) days' notice to the District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the District may deny access to the facility.

ii. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

iii. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Miracle League maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Miracle League. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

iv. Miracle League shall review and access its insurance coverage on an annual basis to ensure coverage is consistent with then current statutory requirements and District requirements.

4. SUPERVISION OF USE.

4.1 Supervision of Field by Miracle League. Miracle League shall be responsible for supervision of use of the Field when in use by Miracle League or its invitees. It is understood and agreed that the District will not provide personnel to supervise or assist in the operation of the activities of the Field or the Miracle League. The District may, however, monitor the use of the Field under this Agreement to ensure that such use shall be consistent with the Agreement and the public interest. During all use under this Agreement, Miracle League and all individuals engaged in its activities shall respect and comply with the reasonable directions and requests of District representatives relative to such use.

4.2 List of Individuals with Access to Field; Miracle League Contact. Miracle League shall annually provide District with a list of all individuals who have access to unlock and use the Field. Miracle League shall annually provide District with a current list of officers. The current President/CEO each year shall serve as the Miracle League point of contact for District regarding the Field.

4.3 Security Camera. Miracle League shall install a motion security camera inside the locked Miracle League field to alert Miracle League personnel of any unauthorized use of the Field.

5. DEFAULT; BREACH; REMEDIES.

If Miracle League fails to comply with or perform any of the terms, covenants, conditions or rules and regulations under this Agreement, the District shall give written notice to Miracle League of the violation of the terms and conditions of the Agreement. The District reserves the right to suspend Miracle League's right to use Freedom Park under this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 15-day period. The District also reserves the right to revoke Miracle League's right to use Freedom Park under this Agreement or terminate this Agreement should Miracle League fail to comply with any provision of this Agreement and not cure within a 60-day period. If the District revokes Miracle League's right to use Freedom Park pursuant to this paragraph, the Miracle League and its invitees shall immediately cease use of the facility and they shall, within thirty (30) days following such revocation, remove from the Field and any storage facilities in Freedom Park in use by Miracle League all equipment and other personal property belonging to Miracle League and its invitees. An approved listing of equipment owned by Miracle League and left at the Field or in a storage facility shall be submitted to the District on an annual basis so that in the unlikely event there is a breach of contract, and the usage by Miracle League is revoked, there is a documented listing of what belongs to Miracle League and what is not allowed to be removed. In the event Miracle League does not remove said property within thirty (30) days following revocation, said property shall be deemed abandoned and shall become the property of the District. In such event, the District may either use, sell, or otherwise dispose of same at its sole discretion.

6. MISCELLANEOUS.

6.1 Compliance With All Applicable Law, Rules & Regulations.

Miracle League shall comply with all local, state, and federal laws and regulations related to the use of the facility, public gatherings, and accessibility standards and regulations. Miracle League further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. District reserves the right to immediately revoke Miracle League's right to use of the facility under this agreement should Miracle League fail to comply with any provision of this Section.

6.2 Assignment.

Miracle League shall not voluntarily or by operation of law assign, transfer, mortgage, or encumber or sublet all or any part of Miracle League's rights under this Agreement without the District's prior written consent.

6.3 Force Majeure.

Notwithstanding anything to the contrary contained in this Agreement, the Parties shall be excused

from their obligations under this Agreement to the extent and whenever they are prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “**Force Majeure Event**” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Miracle League waives any right of recovery against District for losses resulting from a Force Majeure Event and the Miracle League shall not charge results of “acts of God” to District, its officers, employees, or agents.

6.4 Authority.

If either Party hereto is a corporation, trust, or general or limited partnership, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on its behalf.

6.5 Subject Headings.

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the interpretation of this Agreement.

6.6 No Third-Party Rights.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the signed parties except where expressly stated. Further, this Agreement is not intended to relieve or discharge the obligations or liabilities of any third persons to any party to this Agreement. The provisions of this Agreement shall not give any third person any right of subrogation or action against any party to this Agreement.

6.7 Binding Effect.

This Agreement is binding on and shall inure to the benefit of the signed parties, their heirs, legal representatives, successors, and assigns.

6.8 Severability.

The invalidity 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.

6.9 Amendments.

This Agreement may be modified only in writing, signed by the Parties in interest at the time of the modification.

6.10 Notices.

All notices must be given in writing and transmitted by email and U.S. Mail addressed to the parties at the following addresses, unless changed by a written notice delivered to the other party.

Pleasant Valley Recreation and Park District

Attention: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010
Email: motten@pvrpd.org

Miracle League of the 805

Attention: MIRACLE LEAGUE 805 – President and CEO
2310 Ponderosa Dr., Suite 21
Camarillo, CA 93010
Email: rick@rickpena.com

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address through the service methods referenced above.

6.11 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement on the date first above written.

**PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

MIRACLE LEAGUE

By: _____
Mark Malloy, Board Chairman

By: _____
Rick Pena, President/CEO

ATTEST:

By: _____
Randy Churchill, Board Chairman

Dylan Gunning, Clerk of the Board

APPROVED AS TO FORM:

Tiffany J. Israel, District Counsel

DRAFT

EXHIBIT A

LOCATION OF THE FIELD/SITE PLAN

The Field will be located on approximately the southern half of the area outlined in red below.



Insert Site Plan for Reference

EXHIBIT B

DISTRICT FIELD AND FACILITY ALLOCATION AND USE PROCESS

DRAFT

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE REMODELING OF THE COMMUNITY
CENTER KITCHEN**

SUMMARY

During the development of the 2020-2021 budget process, staff presented a list of Capital and Quimby Improvement projects. This item is for the Community Center Kitchen Expansion/Redevelopment Project. The kitchen has had little improvements since being built in 1969. Staff worked with Lauterbach & Associates, Architects for design and construction concepts. The Board has approved an architectural design, a Request for Proposal, and is now asking for consideration and approval to award the bid.

At the July 7, 2021 Board meeting, staff recommended the Board reject all bids received for the remodeling of the Community Center Kitchen and re-advertise the Request for Bids.

BACKGROUND

As the District continues to improve our facilities and expand on our programs, the Community Center Kitchen has been identified as a facility where staff can expand upon District offerings with programming and rentals.

At the May 5, 2021 Board meeting, the Board approved a request for proposal for a construction contractor for the remodeling of the Community Center Kitchen. Staff had hoped to award the construction bid at the July 7, 2021 Board meeting. This would allow the project to begin July 26, 2021. There were five (5) contractors that attended the mandatory job walk on May 24, 2021 and of the five (5) contractors only three (3) contractors submitted bid packets. Two of the bids exceeded the budget for this entire project by more than \$177,000 while the third bid came within budget, however it was deemed incomplete.

Name of Bidder	Bid Amount
G2K Construction	\$433,828
SBS Construction	\$427,300
Burner Construction	\$175,984

The total budget for this project is \$250,000 including architect fees, construction, and appliances. The Project Manager's estimate for the construction contract is \$175,000.

At the July 7, 2021 Board meeting, staff recommended the Board reject all bids that were received for the remodeling of the Community Center Kitchen. The Board elected to reject all bids and re-advertise the Request for Bid.

ANALYSIS

The notice for the Request for Bid was advertised beginning July 11, 2021. The notice was advertised for two (2) weeks. Staff held a mandatory job walk at the Community Center Kitchen on Monday, July 26, 2021. There were five (5) construction contractors that attended the job walk. Two (2) of these contractors submitted bids for the last bidding process with three (3) of the contractors being new potential bidders.

All sealed bids were due to the District office by Tuesday, August 17th at 10 am. Staff received two updated bids. Both bids were from contractors that previously bid the project.

Name of Bidder	Bid Amount
SBS Construction	\$298,708
Burner Construction	\$175,984

One contractor (SBS Construction) lowered their bid by \$128,000 from their initial bid. However, their bid still exceeded the total budgeted amount for this project. Burner Construction submitted a bid of the same amount as their initial bid. They meet all of the requirements and specifications for this project.

If the Board votes to award the bid to Burner Construction, the project timeline will be as follows:

September 1st, 2021 – Contractor selection presented for Board approval

September 20th, 2021 – Start of Project

January 23rd, 2022 – Project Completion

FISCAL IMPACT

Funding for this project was allocated from the FY 2020-2021 Quimby Funds. The Board allocated \$250,000 to the Community Center Kitchen Renovation. Currently, the District has spent \$20,500 on architectural design fees. The action before the Board would authorize \$175,984 plus a 10% contingency of \$17,598 for a total budget not to exceed \$193,582. Appliances and shelving would account for the remaining budget allocated to this project.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement between the District and Burner Construction Corp. for the demolition, construction, and installation of the Community Center Kitchen Remodel.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.1: Review costs, revenues, and subsidies for program and rentals.

Meets 2021 Strategic Plan Goal and Strategy 3.1: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active leisure facilities to meet the growth and diversity in population, programming trends, and new design standards.

ATTACHMENTS

- 1) Contract and Specifications (73 pages)
- 2) Bid Abstract (1 page)
- 3) Bid Schedule (2 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02



www.pvrpd.org • 805-482-1996

**RFP RELEASE DATE:
July 11, 2021**

**PROPOSALS DUE:
August 17, 2021 10:00 A.M.**

**DELIVER PROPOSALS TO:
ADMINISTRATIVE OFFICE
PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

BID OPENING: AUGUST 17, 2021 AT 10:15 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

FISCAL YEAR 2020-2021

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

FISCAL YEAR 2020-2021

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**PLEASANT VALLEY RECREATION & PARK DISTRICT
NOTICE INVITING SEALED BIDS**

FOR THE

**COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 21-02**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 10:00 a.m. on August 17, 2021 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

**COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words "**COMMUNITY CENTER KITCHEN REMODEL, SPEC. NO. 2021-02**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **July 26, 2021 at 9:30 A.M.** at the project site, 1605 E. Burnley St. Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **COMMUNITY CENTER KITCHEN REMODEL**. The work will take place at 1605 E. Burnley St Camarillo CA 93010 and Contract Documents, by reference, made a part hereof. **COMMUNITY CENTER KITCHEN REMODEL is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER'S ESTIMATE FOR THIS COMMUNITY CENTER KITCHEN REMODEL IS: \$175,000

COMPLETION OF WORK: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days and all Invoices will be turned in by May 1, 2022** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	July 11, 2021	
Mandatory job walk,	July 26, 2021	9:30 am
Questions in by,	August 10, 2021	12:00 pm
Proposals must be received by,	August 17, 2021	10:00 am
Contract award,	September 1, 2021	
Project start date approx.	September 20, 2021	
Project completion date no later than,	January 23, 2022	

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this COMMUNITY CENTER KITCHEN REMODEL. See Special Provisions for detailed information on liquidated damages.

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District’s website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on

the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**B**" in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

BID QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobe@pvrpd.org and **Architect Mark Petit** at mark.petit@la-arch.com no later than **August 10, 2021, at 12 pm** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 2021-02**. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

DELIVERY OF BIDS: The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty days after the opening of bids.**

BID GUARANTY: Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Project Manager, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on the Community Center Kitchen Remodel project.

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

TAXES: No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

RETURN OF BID GUARANTIES: Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to

execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to District:

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the COMMUNITY CENTER KITCHEN Remodel project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after COMMUNITY CENTER KITCHEN Remodel project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the COMMUNITY CENTER KITCHEN Remodel project until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the COMMUNITY CENTER KITCHEN Remodel project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the COMMUNITY CENTER KITCHEN Remodel project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the COMMUNITY CENTER KITCHEN Remodel project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the COMMUNITY CENTER KITCHEN Remodel project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any COMMUNITY CENTER KITCHEN Remodel project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sub limits and shall be submitted to the District prior to commencement of construction.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

Separation of insureds. A severability of interest's provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the COMMUNITY CENTER KITCHEN Remodel project who is brought onto or involved in the COMMUNITY CENTER KITCHEN Remodel project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the COMMUNITY CENTER KITCHEN Remodel project will be submitted to District for review.

Agency's right to revise requirements. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers.**

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

SAFETY PERMIT: The Contractor, and not the District, shall be responsible for performing safety inspections for this COMMUNITY CENTER KITCHEN REMODEL. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Project Manager prior to commencement of work.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, shall possess a **City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 20212-02

FISCAL YEAR 2020-2021

PLEASANT VALLEY RECREATION & PARK DISTRICT

**BID FOR THE
COMMUNITY CENTER KITCHEN REMODEL**

SPEC NO. 2021-02

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment, and incident insurance necessary therefor, in accordance with the specifications therefor known as "**COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 2021-02**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 2021-02**", for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Demolition					
4.	Concrete Flooring Cutting and Patching					
5.	Common Work Results for Electrical					
6.	Lighting (New)					
7.	Grounding and Bonding					
8.	Underground Ducts and Raceways for Electrical System					
9.	Installation of Mechanical General Requirements					
10.	Plumbing Floor Drains					
11.	Plumbing Fixtures and Equipment					
12.	Grease Trap (Replacing the old and installing what is spec'ed)					
13.	Stainless steel around the sinks to County spec's					
14.	Tile on Flooring, Walls etc per spec's					
15.	Installation for Partition Wall					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Prepping for painting of Doors and Trim					
17.	Prepping for painting of Walls and ceiling					
18.						
19.						
20.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____
 (Sole Owner, Partner, Corporate Officer) *

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed by Bidder and Submitted with Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under "Resolution of Construction Claims").

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under "Resolution of Construction Claims of \$375,000 or Less".) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
as Principal, hereinafter referred to as "Contractor" and _____
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of _____
Dollars (\$ _____), for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The conditions of
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the _____

and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of Firm: _____
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(8) Number of years of experience as a Contractor in construction work. _____

(9) List at least Five (5) completed Facilities within the last Seven (7) years.

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the COMMUNITY CENTER KITCHEN Remodel project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the COMMUNITY CENTER KITCHEN REMODEL.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title **Name of Firm**

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

Contractor's State License Number and Classification

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

AGREEMENT

THIS AGREEMENT made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and _____ hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 2021-02" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Project Manager, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XVI: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third-party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT
VALLEY RECREATION &
PARK DISTRICT, CALIFORNIA**

Dated _____, 2021

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2021

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above-sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of

such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

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

_____ CONTRACTOR _____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS COMMUNITY CENTER KITCHEN REMODEL WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will commence within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at 1605 E. Burnley St, in Camarillo, California

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

CONSTRUCTION SCHEDULES: Prior to issuing the “Notice to Proceed”, the Project Manager will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Project Manager, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Project Manager within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Project Manager will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 7:00 PM on all workdays as defined in Section 6-7.2 (S.S.P.W.C.).

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

COMMUNITY CENTER KITCHEN REMODEL SPEC NO. 2021-02

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Project Manager – The District's Parks Manager, acting either directly or through authorized agents. Also referred to herein as District Project Manager.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

2.5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

2-5.4 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within One Hundred Twenty-Five (125) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

(2) In the event that the Project Manager is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities of contract items

for inclusion in the final invoice. Upon receipt of such statement, the Project Manager shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Project Manager's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

H. NO PERSONAL LIABILITY: No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Project Manager are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Project Manager within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 7:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE DISTRICT: In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Project Manager will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Project Manager, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Project Manager deems necessary to secure the for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts of orders are not to be further performed unless otherwise authorized in writing by the Project Manager.

[6] Provide the Project Manager with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Project Manager may request.

[7] Dispose of materials not yet used in the work as directed by Project Manager. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Project Manager, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Project Manager, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Project Manager with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Project Manager may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such

acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the by the Project Manager.

(c) The total compensation to be paid to the Contractor shall be determined by the Project Manager on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Project Manager, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Project Manager that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Project Manager.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in

excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural Project Manager employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural Project Manager.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Project Manager in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Project Manager prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

S. CONFERENCES AND MEETING: When and as directed by the Project Manager, the Contractor shall attend all conferences and meetings that the Project Manager deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed

portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date."

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991."

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties.

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours' labor is a legal day's work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the COMMUNITY CENTER KITCHEN REMODEL area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, grass, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged, or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Project Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Project Manager point out the inadequacy of warning and protective measures, such action on the part of the Project Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Project Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Project Manager.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed

therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Project Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the COMMUNITY CENTER KITCHEN REMODEL, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 7:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise ensure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. **RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.**

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot-wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

**APPENDIX A
TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

APPENDIX B

CONSTRUCTION DRAWINGS

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

Pleasant Valley Recreation and Park District

Community Center Kitchen Remodel

Date: September 1, 2021
 Prepared By: Brandon Lopez

		1	2	3
Company:		Burner Construction Corp.	SBS Corporation	
Phone Number:		909-815-1033	805-494-4363	
Fax Number:			805-494-4340	
City:		Chino Hills	Camarillo	
Quoted By:		Benjamin Calhoun	David Alotorre	
Payment Terms:				
License Number:		1041968 B	742782 B	

Scope of work				
Demolition and Removal		Yes		Yes
Partition installation		Yes		Yes
Plumbing		Yes		Yes
HVAC modifications		Yes		Yes
Electrical power and lighting		Yes		Yes
Fire Suppression Sprinklers		Yes		Yes
Painting and Drywall		Yes		Yes
Tile		Yes		Yes
Install Appliances		Yes		Yes
Total		\$175,984.00		\$298,708.00

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 21-02**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES	230.00	LS	230.00	230.00	
2.	Mobilization	6,368.16	LS	6,368.16	6,368.16	
3.	Demolition	9,232.86	LS	9,232.86	9,232.86	
4.	Concrete Flooring Cutting and Patching	2,147.36	LS	2,147.36	2,147.36	
5.	Common Work Results for Electrical	4,282.11	LS	4,282.11	4,282.11	
6.	Lighting (New)	5,905.98	LS	5,905.98	5,905.98	
7.	Grounding and Bonding	0.00	LS	0.00	0.00	
8.	Underground Ducts and Raceways for Electrical System	0.00	LS	0.00	0.00	
9.	Installation of Mechanical General Requirements	0.00	LS	0.00	0.00	
10.	Plumbing Floor Drains	3,564.17	LS	3,564.17	3,564.17	
11.	Plumbing Fixtures and Equipment	17,527.02	LS	17,527.02	17,527.02	
12.	Grease Trap (Replace)	751.87	LS	751.87	751.87	
13.	Cabinets	1,034.59	LS	1,034.59	1,034.59	
14.	Stainless Steel Shelving	574.85	LS	574.85	574.85	
15.	Installation for Partition Wall	48,730.38	LS	48,730.38	48,730.38	

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Prepping for painting of Doors and Trim	788.21	LS	788.21	788.21	
17.	Prepping for painting of Walls and ceiling	8,433.61	LS	8,433.61	8,433.61	
18.	Installation of Appliances	4,085.73	LS	4,085.73	4,085.73	
19.	Stainless steel around the sinks to County spec's	0.00	LS	0.00	0.00	
20.	Tile flooring & walls, Bonding, Overhead	61,849.51	LS	61,849.51	61,849.51	
TOTAL BID AMOUNT IN FIGURES					\$ 175,984.05	
TOTAL BID AMOUNT IN WORDS					ONE HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS AND FICE CENTS	

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.


The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	07/29/2021		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 07/29/2021 AT CHINO HILLS

COMPANY NAME BURNER CONSTRUCTION CORP

SIGNATURE  TITLE PRESIDENT
(Sole Owner, Partner, Corporate Officer) *

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 687 APPROVING THE BUDGET TRANSFERS AND
ADJUSTMENTS FOR FY 2021-2022**

SUMMARY

The fiscal year 2021-2022 budget was adopted July 7, 2021. Since the adoption of the budget, three opportunities have materialized: 1) Community Development Block Grant (CDBG), 2) a Capital Improvement item and 3) City of Camarillo Christmas Parade contribution. Staff is asking the Board to review the budget adjustments, transfers and approve the request.

BACKGROUND

The Fiscal Year 2021-2022 budget was approved and adopted July 7, 2021. The budget was developed by staff, reviewed during budget workshops, and then approved by the Board of Directors as part of the budgeting process. Budget revisions occurring during the fiscal year are consistent with accounting practices and recommended by the District's auditors. Normally, the budget is adjusted at mid-year when there are changes in budget line items which represent noteworthy changes, but three opportunities have emerged that need to be addressed before the normal mid-year budget process.

ANALYSIS

Community Development Block Grant (CDBG)

The Pleasant Valley Recreation & Park District has been the beneficiary of a food distribution program for the community since 2014. In November 2020, the District was informed the program would no longer operate due to contractual items between partners. The District had an opportunity to apply for grant funding to support personnel expenses associated with the day-to-day operations of the program.

The Food Distribution Program ("Program") was started about six years ago by volunteers who worked with a religious organization in partnership with Food Share Ventura County ("FSVC"). The volunteers collected food from local grocers and would bring the items to the Senior Center for "Friday Food Distribution". These volunteers utilized their own vehicles and time and tracked the poundage and managed the reporting to FSVC.

District staff received the food, sorted it into categories (bread, fruits, veggies, pre-packaged, dry goods, and sometimes flowers, etc.), and distributed it to the community on a first-come, first-served basis. Sign up was required by all participants. Staff typically served 60-100 cars each Friday in 2020, with some vehicles having multiple families in each (each getting their own bag/box).

Although a valuable service, the Program was limited by what the volunteers could transport in their vehicles and by what the grocers had available that week (“boom or bust”). The District was informed that the contract with the religious organization, due to various technicalities, was not renewed between FSVC and the organization. That was effective November 2020.

The City of Camarillo (“City”) had Community Development Block Grant CARES Act funding (“CDBG CV-3” or “CDBG”) available and indicated the Food Distribution Program would meet current community and resident needs. The District was in contact with the City of Camarillo regarding the available funding and discussed the need of the program with City staff. Recreation Services Manager Eric L. Storrie wrote and submitted the grant request to the City of Camarillo with Board authorization in accordance with the Grants Policy at the District’s special board meeting on May 26, 2021.

If the District was awarded the grant, the grant would fund personnel (wages) expenses to manage the Program. CDBG funds are to be used for a variety of activities that meet one of the following national objectives for the program: (1) benefit low- and moderate-income persons, (2) prevent, or eliminate, slums or blight, or (3) address community development needs, having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, for which other funding is not available.

At the July 14, 2021 City of Camarillo Council meeting, the Council approved the CDBG CV-3 funding in the amount of \$127,285 to be dispersed over the next three fiscal years beginning with fiscal year 2021-2022, in the amount of \$42,428.33 per year. To ensure the CDBG funds stay separate from the District’s general funds, a new fund will be created. The new fund will be Fund 50 and titled Community Development Block Grant-Food Share. By having a separate fund, this will keep the CDBG grant and expenses separate and make the quarterly reporting and annual audit easier. The budget adjustment shows in the table below:

Type of Account	Adopted on 7/7/2021	Amount of Change	New Amount Approved on 9/1/2021
Fund 50 - CDBG (Food Share)	\$0.00	\$42,428.33	\$42,428.33

Camarillo Christmas Parade

At the June 6, 2021 City of Camarillo Council meeting, the Council allocated funding to go toward the Camarillo Christmas Parade in the amount of \$35,000. During the budget process of the FY21-22 District budget, it was undetermined if the District would receive a parade contribution from the City of Camarillo, therefore budgeting the expense (\$29,550) in the recreation budget. Now taking into consideration the City of Camarillo parade contribution, staff is requesting to transfer \$15,000 of the funds that were designated toward the Christmas Parade expense to Fund 10-520 Grants to help cover the cost of staffing benefits, mileage, as well as a few other non-consumables to assist with the Food Share Program; and a transfer of \$14,550 to Professional Services to cover the additional expenses the District will incur with the California Voters Right Act (CVRA). The table on the next page shows the transfers that will cover the cost of the CDBG expense and the CVRA expense.

Transfer From	Account Name	Transfer To	Account Name	Amount
10-03-503-000-6330	Kitchen Supplies	10-05-520-200-6140	Workers Comp	\$250
10-03-503-000-6340	Food Supplies	10-05-520-200-6140	Workers Comp	\$31
101-03-503-000-6340	Food Supplies	10-05-520-200-6120	Retirement	\$969
10-03-503-000-6360	Laundry/Wash Services	10-05-520-200-6140	Workers Comp	\$250
10-03-503-000-6910	Office Supplies	10-05-520-200-6120	Retirement	\$677
10-03-503-000-6910	Office Supplies	10-05-520-200-7410	Program Supplies	\$323
10-03-503-000-7020	Fire Inspection Fees	10-05-520-200-6140	Workers Comp	\$350
10-03-503-000-7140	Medical & Health Services	10-05-520-200-7410	Program Supplies	\$1,177
10-03-503-000-7140	Medical & Health Service	10-05-520-200-7610	Uniform Allowance	\$150
10-03-503-000-7140	Medical & Health Services	10-05-520-200-7730	Private Vehicle Mileage	\$1,173
10-03-503-000-7150	Security Services	10-05-520-200-7730	Private Vehicle Mileage	\$327
10-03-503-000-7150	Security Services	10-05-505-000-7100	Professional Services - CVRA	\$173
10-03-503-000-7160	Entertainment Services	10-05-505-000-7100	Professional Services -CVRA	\$2,073
10-03-503-000-7160	Entertainment Services	10-05-520-200-6120	Retirement	\$427
10-03-503-000-7180	Business Services	10-05-520-200-6120	Retirement	\$780
10-03-503-000-7180	Business Services	10-05-520-200-6130	Insurance	\$3,591
10-03-503-000-7180	Business Services	10-05-505-000-7100	Professional Services - CVRA	\$2,078
10-03-503-000-7180	Business Services	10-05-520-200-6140	Workers Comp	\$201
10-03-503-000-7180	Business Services	10-05-505-000-7100	Professional Services- CVRA	\$850
10-03-503-000-7310	Rent & Leases – Equipment	10-05-505-000-7100	Professional Services - CVRA	\$7,500
10-03-503-000-7420	Special Event Supplies	10-05-505-000-7100	Professional Services- CVRA	\$676
10-03-503-000-7910	Awards & Certificates	10-05-505-000-7100	Professional Services - CVRA	\$1,200
10-03-503-000-7420	Special Event Supplies	10-05-520-200-6140	Workers Comp	\$560
10-03-503-000-7420	Special Event Supplies	10-05-520-200-6120	Retirement	\$1,844
10-03-503-000-7420	Special Event Supplies	10-05-520-200-6130	Insurance	\$1,920
TOTAL				\$29,550

Capital

Annually, the Parks Department rents a turf sweeper for turf maintenance at Freedom Park. The price to rent the turf sweeper this year is \$5,560. The District has been given an opportunity to purchase a 2013 Wiedenmann High Dump, high-capacity turf sweeper for \$8,189.10 (tax included). The rental company is allowing the District to apply the rental of \$5,560 toward the purchase price, adding \$2,629.10 to take ownership of the turf sweeper. This piece of equipment has been rented for the past three (3) years to help with the picking up of the tailings of grass (thatch) that is obtained when thatching our sports fields. (Thatch is a buildup of grass over a period of time that will slow the speed of the balls or the sports players.) If the District were to rent this piece of equipment for the next 15 years at \$5,560, it would cost over \$80,000. To buy this equipment new, it would cost approximately \$28,000 – \$35,000.

The turf sweeper is a power take-off (PTO) piece of equipment or attachment, which means there is no motor attached to the machinery itself. The District currently owns two tractors that can operate the turf sweeper. Attachments typically will last 15-25 years dependent on how well they are taken care of. This piece of equipment is driven with a drive shaft, has two (2) belts and sweeper fingers that pick up the grass and it will dump into a dumpster saving on manpower from loading by hand.

Last year the Board approved a turf grinder, which removes the lips from the ballfields and reduces the height of the turf around the edges of the parks. The turf sweeper will follow behind the turf grinder and pick up all the excess grass. With the District owning their own turf sweeper, this would help with the coordination of field maintenance and reduce the amount of labor.

The capital improvement project (CIP) will be in the General Fund, Fund 10 and will affect the Capital budget as follows:

Type of Account	Adopted on 7/7/2021	Amount of Change	New Amount Approved on 9/1/2021
Capital	\$693,880	\$8,190	\$702,070

FISCAL IMPACT

The fiscal impact to the FY21-22 budget for Fund 10 has no change and remains the same as the July 7, 2021 budget adoption with revenue over expenses of \$28,066. The newly created Fund 50 has a revenue over expense of \$0.00 as revenue and expenses are the same amount.

COMMITTEE RECOMMENDATION

The budget adjustments/transfers were brought and discussed before the Finance Committee on August 12, 2021, in an oral discussion format. The Committee recommended staff take the budget transfers and adjustments before the full board at the September 1, 2021 Board meeting for discussion and consideration.

STAFF RECOMMENDATION

Staff is recommending the Board of Directors:

- 1) Approve budget adjustments for:
 - a) \$42,428 for the Community Development Block Grant - Fund 50
 - b) \$35,000 Camarillo Christmas Parade
 - c) \$8,190 Capital Improvement item – 2013 Wiedenmann

AND

- 2) Approve budget transfers for:
 - a) \$15,000 transfer from Fund 10-Division 503 to Fund 10-Division 520
 - b) \$14,550 transfer from Fund10-Division 503 to Fund 10-Division 505

AND

- 3) Adopt Resolution No. 687 to Approve Budget Adjustments/Transfers for FY 2021-2022.

ATTACHMENTS

- 1) Fund 10 Budget Summary Pages (3 pages)
- 2) Fund 50 Budget Page (1 page)
- 3) Resolution No. 687 (1 page)

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Fund 10

Account	Description	Adopted	Budget Adjustments 9/1/2021	New Budget Amount
Revenue				
5110	Tax Apport - Cur Year Secured	\$ (7,301,920.00)		\$ (7,301,920.00)
5310	Interest Earnings	\$ (14,928.00)		\$ (14,928.00)
5506	Park Patrol Citations	\$ (2,200.00)		\$ (2,200.00)
5510	Contract Classes-Public Fees	\$ (68,380.00)		\$ (68,380.00)
5511	Public Fees	\$ (244,121.00)		\$ (244,121.00)
5520	Public Fees-Entry Fees	\$ (25,840.00)		\$ (25,840.00)
5525	Vending Concessions	\$ (2,500.00)		\$ (2,500.00)
5530	Rental	\$ (261,412.00)		\$ (261,412.00)
5535	Cell Tower Revenue	\$ (91,704.00)		\$ (91,704.00)
5540	Parking Fees	\$ (7,012.00)		\$ (7,012.00)
5555	Activity Guide Revenue	\$ (10,000.00)		\$ (10,000.00)
5558	Sponsorships/Donations	\$ (1,000.00)		\$ (1,000.00)
5563	Staffing Cost Recovery	\$ (29,110.00)		\$ (29,110.00)
5570	Contributions	\$ (72,000.00)		\$ (72,000.00)
5575	Other Misc Revenue	\$ (54,880.00)		\$ (54,880.00)
5585	Incentive Income	\$ (2,700.00)		\$ (2,700.00)
5600	Reimbursement - ROPS	\$ (125,000.00)		\$ (125,000.00)
Revenue		\$ (8,314,707.00)	\$ -	\$ (8,314,707.00)
Personnel				
6100	Full Time Salaries	\$ 2,470,564.00	\$ 7,923.00	\$ 2,478,487.00
6101	Overtime Salaries	\$ 23,594.00		\$ 23,594.00
6105	Car Allowance	\$ 10,800.00		\$ 10,800.00
6108	Cell Phone Allowance	\$ 15,420.00		\$ 15,420.00
6110	Part-Time Salaries	\$ 479,525.00		\$ 479,525.00
6120	Retirement	\$ 431,068.00	\$ 1,207.00	\$ 432,275.00
6121	457 Pension	\$ 7,000.00		\$ 7,000.00
6125	Deferred Compensation	\$ 4,752.00		\$ 4,752.00
6130	Employee Insurance	\$ 337,929.00	\$ 5,669.00	\$ 343,598.00
6140	Workers Compensation	\$ 186,560.00	\$ 201.00	\$ 186,761.00
6150	Unemployment Insurance	\$ 40,000.00		\$ 40,000.00
6160	Loan - Pension Obligation	\$ 264,218.00		\$ 264,218.00
6170	PERS Unfunded Liability	\$ 516,970.00		\$ 516,970.00
Personnel		\$ 4,788,400.00	\$ 15,000.00	\$ 4,803,400.00
Services and Supplies				
6210	Telephone/Internet	\$ 21,008.00		\$ 21,008.00
6220	Internet Services	\$ 36,862.00		\$ 36,862.00
6230	IT Infastructure	\$ 2,000.00		\$ 2,000.00
6240	Computer Hardware/Software	\$ 12,050.00		\$ 12,050.00
6310	Pool Chemicals	\$ 8,250.00		\$ 8,250.00
6320	Janitorial Supplies	\$ 48,408.00		\$ 48,408.00
6321	COVID - Supplies	\$ 5,600.00		\$ 5,600.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Fund 10

Account	Description	Adopted	Budget Adjustments 9/1/2021	New Budget Amount
6330	Kitchen Supplies	\$ 1,250.00	\$ (250.00)	\$ 1,000.00
6340	Food Supplies	\$ 14,745.00	\$ (1,000.00)	\$ 13,745.00
6350	Water Maint & Service	\$ 1,265.00		\$ 1,265.00
6360	Laundry/Wash Service	\$ 1,130.00	\$ (250.00)	\$ 880.00
6410	Insurance Liability	\$ 228,892.00		\$ 228,892.00
6500	Equipment Maintenance	\$ 900.00		\$ 900.00
6510	Fuel	\$ 51,600.00		\$ 51,600.00
6520	Vehicle Maintenance	\$ 35,400.00		\$ 35,400.00
6610	Building Repair	\$ 88,000.00		\$ 88,000.00
6620	HVAC	\$ 8,820.00		\$ 8,820.00
6630	Playground Maintenance	\$ 40,000.00		\$ 40,000.00
6705	Turf Removal	\$ 20,000.00		\$ 20,000.00
6710	Grounds Maintenance	\$ 86,220.00		\$ 86,220.00
6719	Tree Care	\$ 30,000.00		\$ 30,000.00
6730	Contracted Pest Control	\$ 2,520.00		\$ 2,520.00
6740	Rubbish & Refuse	\$ 79,346.00		\$ 79,346.00
6750	Vandalism/Theft	\$ 500.00		\$ 500.00
6810	Memberships	\$ 14,435.00		\$ 14,435.00
6910	Office Supplies	\$ 13,709.00	\$ (1,000.00)	\$ 12,709.00
6920	Postage Expense	\$ 12,700.00		\$ 12,700.00
6930	Advertising Expense	\$ 2,490.00		\$ 2,490.00
6940	Printing Charges	\$ 14,123.00		\$ 14,123.00
6950	ActiveNet Charges	\$ 47,732.00		\$ 47,732.00
6960	Approp Redev/Collection Fees	\$ 545,454.00		\$ 545,454.00
6980	Minor Furn Fixture & Equip	\$ 1,137.00		\$ 1,137.00
7010	Fingerprint Fees (HR)	\$ 2,640.00		\$ 2,640.00
7020	Fire & Safety Insp Fees	\$ 4,150.00	\$ (350.00)	\$ 3,800.00
7030	Permit & Licensing Fees	\$ 6,350.00		\$ 6,350.00
7040	State License Fee	\$ 1,000.00		\$ 1,000.00
7100	Professional Services	\$ 67,000.00	\$ 14,550.00	\$ 81,550.00
7110	Legal Services	\$ 90,000.00		\$ 90,000.00
7115	Typeset and Print Services	\$ 24,300.00		\$ 24,300.00
7120	Instructor Services	\$ 69,303.00		\$ 69,303.00
7125	PERS Admin Fees	\$ 2,128.00		\$ 2,128.00
7130	Audit Services	\$ 20,275.00		\$ 20,275.00
7140	Medical & Health Svcs (HR)	\$ 11,170.00	\$ (2,500.00)	\$ 8,670.00
7150	Security Services	\$ 4,647.00	\$ (500.00)	\$ 4,147.00
7160	Entertainment Services	\$ 6,400.00	\$ (2,500.00)	\$ 3,900.00
7180	Business Services	\$ 75,160.00	\$ (7,500.00)	\$ 67,660.00
7190	Umpire/Referee Services	\$ 1,500.00		\$ 1,500.00
7210	Subscriptions	\$ 3,723.00		\$ 3,723.00
7310	Rents & Leases - Equip	\$ 31,500.00	\$ (7,500.00)	\$ 24,000.00
7320	Bldg/Field Leases & Rental	\$ 60.00		\$ 60.00
7410	Event Supplies	\$ 1,830.00		\$ 1,830.00
7420	Supplies	\$ 9,900.00	\$ (5,000.00)	\$ 4,900.00
7430	Bingo Supplies	\$ 3,600.00		\$ 3,600.00

Pleasant Valley Recreation & Park District
FY2021-2022 Budget
Fund 10

Account	Description	Adopted	Budget Adjustments 9/1/2021	New Budget Amount
7440	Sporting Goods	\$ 6,000.00		\$ 6,000.00
7450	Arts and Craft Supplies	\$ 3,375.00		\$ 3,375.00
7460	Training Supplies	\$ 1,800.00		\$ 1,800.00
7500	Small Tools	\$ 6,000.00		\$ 6,000.00
7510	Safety Supplies	\$ 2,550.00		\$ 2,550.00
7610	Uniform Allowance	\$ 11,070.00		\$ 11,070.00
7620	Safety Clothing	\$ 4,764.00		\$ 4,764.00
7700	Transportation and Travel	\$ 1,500.00		\$ 1,500.00
7710	Conference&Seminar Staff	\$ 24,896.00		\$ 24,896.00
7715	Conference&Seminar Board	\$ 4,450.00		\$ 4,450.00
7720	Conference&Seminar Travel Exp	\$ 14,718.00		\$ 14,718.00
7725	Out of Town Travel Board	\$ 2,420.00		\$ 2,420.00
7730	Private Vehicle Mileage	\$ 2,392.00		\$ 2,392.00
7750	Buses/Excursions	\$ 17,400.00		\$ 17,400.00
7810	Utilities - Gas	\$ 30,414.00		\$ 30,414.00
7820	Utilities - Water	\$ 899,999.00		\$ 899,999.00
7830	Utilities - Electric	\$ 190,000.00		\$ 190,000.00
7840	Airport Assessment Exp	\$ 14,000.00		\$ 14,000.00
7910	Awards and Certificates	\$ 15,406.00	\$ (1,200.00)	\$ 14,206.00
7920	Meals for Staff Training	\$ 3,500.00		\$ 3,500.00
7930	Employee Morale	\$ 3,000.00		\$ 3,000.00
7950	COP Debt - PV Fields	\$ 223,760.00		\$ 223,760.00
7973	Reserve Dry Period	\$ 36,645.00		\$ 36,645.00
7975	Reserve Repair/Oper/Admin	\$ 65,000.00		\$ 65,000.00
Services and Supplies		\$ 3,498,241.00	\$ (15,000.00)	\$ 3,483,241.00
Capital				
8400	Capital	\$ 658,880.00	\$ 8,190.00	\$ 667,070.00
8420	Equip/Facility Replacement	\$ 35,000.00	\$ -	\$ 35,000.00
Capital		\$ 693,880.00	\$ 8,190.00	\$ 702,070.00
Revenue Total		\$ (8,314,707.00)	\$ -	\$ (8,314,707.00)
Expense Total		\$ 8,286,641.00	\$ -	\$ 8,286,641.00
Revenue over Expenses		\$ (28,066.00)	\$ -	\$ (28,066.00)

PLEASANT VALLEY RECREATION AND PARK DISTRICT
2021-2022 ANNUAL BUDGET
Account Summary

Department: CDBG Grant (Fund 50)	Division: Grants	Department Number: Fund 50
Account Description	Approved Budget 2020-2021	Proposed Budget 2021-2022
5563 Staff Recovery	-	42,428.33
TOTAL REVENUE	-	42,428.00
6100 Regular Salaries	-	37,428.00
6110 Part Time Salaries	-	5,000.00
6120 Retirement	-	-
6121 457 PT Pension	-	-
6130 Employee Insurance	-	-
6140 Workers Compensation	-	-
TOTAL PERSONNEL	-	42,428.00
7410 Program Supplies	-	-
7610 Uniform Allowance	-	-
7730 Private Vehicle Mileage	-	-
TOTAL SERVICES/ SUPPLIES	-	-
TOTAL CAPITAL EXPENSES	-	-
TOTAL EXPENDITURES	-	42,428.00

RESOLUTION NO. 687

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLEASANT VALLEY RECREATION AND PARK DISTRICT,
APPROVING AND ADOPTING THE BUDGET ADJUSTMENTS FOR
FISCAL YEAR 2021-2022**

WHEREAS, the final Budget for FY 2021-2022 was approved by the Pleasant Valley Recreation and Park District Board on July 7, 2021.

WHEREAS, on September 1, 2021, the recommended amended budget for fiscal year 2021-2022 was presented to the Board, and

WHEREAS, the Board has considered the recommended amendments.

NOW THEREFORE, the Board of Pleasant Valley Recreation and Park District hereby resolves that:

1. The 2021-2022 Budget amendments as attached hereto including estimated revenues and appropriations for operations and capital improvements are hereby approved and adopted effective September 1, 2021.
2. The General Manager is authorized to make expenditures conforming with this Budget and to make adjustments between the various accounts within each fund, limited to the total amount budgeted for said funds.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 1st day of September 2021 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Chairman
PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary
PVRPD Board of Directors

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT/AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 688, ADOPTING A DISTRICT FINANCIAL RESERVE
POLICY**

SUMMARY

As a best practice, policies and procedures should be reviewed every three to five years. On September 2, 2020, the Board of Directors adopted a revised Reserve Policy and Resolution No. 660, as the last Reserve Policy review took place in 2015. It was recently recognized the policy did not have a reserve category for Compensated Absences. Staff would like the Board of Directors to consider adding Compensated Absences to the Reserve Policy which would help ease the lag time between staff members leaving and new staff onboarding. Adjusting the policy to add the Compensated Absences category will assist the District with ever shifting economic changes and the continued goal for ensured financial stability.

BACKGROUND

The Reserve Policy was reviewed and presented to the Board of Directors on September 2, 2020. It was during a review of the Fiscal Year 2019-2020 financials that staff realized there were no reserves set aside for pay out when an employee terminates with the District. This item was brought to the Policy Committee on April 8, 2021, and the Committee requested this item come before the Finance Committee due to the nature of the policy. The idea of adding Compensated Absences to the Reserve Policy was presented to the Finance Committee on June 15, 2021 and is now being presented before the Board of Directors.

When staff presents a revised Reserve Policy, the policy reflects the District is committed to managing the finances in a prudent and responsible method through the adherence of management disciplines to ensure fiscal stability. The stability is demonstrated, in part, through the District's maintenance of a structurally balanced budget in which ongoing expenditures are supported by ongoing revenues. Financial reserves are the District's savings which help to provide adequate funding to meet the District's short-term and long-term goals.

In support of this discipline, the District must also plan for and be prepared to mitigate fluctuations in demand for services as well as changes in revenues influenced by the economy

Adopted: September 2, 2020
Superseding Resolution No. 660
Amended: September 1, 2021

and budgetary decisions made by the District. The District must also be prepared for unforeseen events or economic uncertainties that could result in additional expenditure requirements or loss of revenue by establishing and maintaining prudent levels of reserves.

ANALYSIS

The attached Policy for Financial Reserves (Reserve Policy) is intended to provide clear, concise reasons and guidance for the accumulation and management of the District’s reserve funds. This policy will maintain reserve balances in the General Fund to support fiscal health and stability. The addition being requested is compensated absences which will be outlined in the policy in redline to identify changes from the previous policy:

Reserve Type	Maximum Annual Contribution	Maximum Balance
Vehicle Fleet Reserve	\$15,000	\$80,000
Computer Hardware Reserve	\$8,000	\$40,000
Dry Period Reserve		5% of Annual Operating Budget
PVRPD Capital Improvements Reserve	\$75,000	\$500,000
Repair/Operations * Administrative Operations Reserve	\$500,000	3 Months of Operational Expense
Compensated Absences Reserve	\$25,000	\$112,707 (25% of 6/30/2020 audited financials – compensated absences)

Compensated Absences is being added as a reserve type to help smooth the added cost of paying an employee for their leave balances when they terminate employment with the District.

The proposed policy change will ensure that future staff and Board will have the parameters for the budget process in place and ensure the policy will comply with certain government codes and will enhance the District’s credit rating.

COMMITTEE REVIEW

The Reserve Policy was reviewed by the Finance Committee on June 15, 2021 who provided direction for staff to present the Reserve Policy at the September 1, 2021 Board Meeting.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommend the Board approve Resolution No. 688, adopting a District Financial Reserve Policy.

STRATEGIC PLAN COMPLIANCE

Strategic Plan Goal 1.2 E: Contribute to unfunded liability and other liability accounts (vacation/sick/management leave).

Adopted: September 2, 2020

Superseding Resolution No. 660

Amended: September 1, 2021

ATTACHMENT

- 1) Reserve Policy – Redline (4 pages)
- 2) Reserve Policy – Clean (4 pages)
- 3) Resolution No. 688 (2 pages)

Adopted: September 2, 2020
Superseding Resolution No. 660
Amended: September 1, 2021



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board Approved September 2, 2020, 2021

The Pleasant Valley Recreation and Park District (the District) shall maintain reserve funds from existing unrestricted funds as designated by the PVRPD Reserve Policy. This policy establishes the procedure and level of reserve funding to achieve the following goals:

- Fund replacement and major repairs for the District's vehicle fleet.
- Fund regular replacement of computer hardware and software for District employees.
- Fund "dry period" to assure funds are available for expenditures incurred from April to December
- Fund capital improvements of District's facilities.
- Maintain minimal operational sustainability in periods of economic uncertainty.
- Fund a Compensated Absences Reserve

POLICY

Use of District's Reserves is limited to available "Unrestricted" Funds (not obligated by law, contract or agreement), including donations, interest earned, fees for service or other non-grant earnings. All special use funds will be designated by formal action of the PVRPD Board of Directors.

- VEHICLE FLEET RESERVE
Vehicle Fleet Reserves will accumulate from existing unrestricted funds, at a rate up to \$15,000 annually. The maximum amount of Vehicle Fleet Reserves will be \$80,000. When the annual accumulation would increase the reserve beyond \$80,000 only the amount required to reach the maximum will be reserved.
- COMPUTER HARDWARE RESERVE
Computer Hardware Reserves will accumulate from existing unrestricted funds at a rate up to \$8,000 annually. The maximum amount of Computer Hardware Reserves will be \$40,000. When the annual accumulation would increase the Reserve beyond \$40,000 only the amount required to reach the maximum will be reserved.
- DRY PERIOD RESERVE
Dry Period Reserves are funds that would be set aside for the period of April through December when a minimum or no property tax is received from the County of Ventura. During this time the District sees a drop in revenue while the costs of expenditures outpace the revenue during this period. The Dry Period Reserve will have up to a minimum of 5% of the annual operating budget set aside to be used during the months of November and December when the District needs these funds to meet accounts payables and payroll obligations. A Dry Period Reserve amount will be designated each budget workshop (budget permitting) to ensure the funding in the reserve can sustain the District's operating expenses for the months of November and December.
- PVRPD CAPITAL IMPROVEMENTS RESERVE
Capital Improvement Fund Reserve is set up to cover non-budgeted capital improvement items and may be used to cover emergency major facility improvements (construction, installation of new doors or



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board ~~Approved~~ September 2, ~~2020~~, 2021

windows, replacing doors and windows, roof replacement, HVAC replacement, alarm system improvements and parking lot improvements, etc.). The minimum amount of Capital Improvement Reserves should be a minimum of \$500,000. This reserve fund will have a yearly accumulation of \$75,000 with a maximum of \$500,000 balance.

- PVRPD REPAIR/OPERATIONS & ADMINISTRATIVE OPERATIONS RESERVE

District and Administrative Operations Reserve will accumulate from existing unrestricted funds at a maximum up to \$500,000 annually. The minimum amount of District & Administrative Operations Reserve will be based on the total operations expense stated in the current fiscal year budget which equates to 3 months of Operational Expenses.

- COMPENSATED ABSENCES RESERVE

The primary purpose of vacation leave and sick leave is to provide compensated time off as appropriate and approved. Typically, at separation from service employees by law and per District Policies receive a cash-out payment for certain accumulated leave balances. The Compensated Absences Reserve is utilized primarily as a budget smoothing technique for any such leave bank liquidations. The primary purpose of the Compensated Absences Reserve is to maintain a balance sufficient to facilitate the smoothing. The minimum cash reserve should not fall below the most recent three-year average of leave bank pay outs. The maximum cash reserve should not exceed the most recent audited financials. Compensated Absences will accumulate from existing unrestricted funds at a rate up to \$25,000 annually. The minimum and maximum will adjust annually based on the "new" 3-year average and the most recent audited financials which give the most current compensated absences amount.

- TOTAL ALL RESERVE FUNDS

The total amount of Reserves designated annually for the Vehicle Fleet, Computer Hardware, Capital Improvement Reserve and PVRPD Repair/Operations & Administrative Operation Reserve is up to \$1,613,000 annually. The amount set aside for Dry Period Reserves is 5% of the annual operating budget. The cumulative accrual cap of \$2,877,597 is for all reserve funds including the Dry Period Reserve.

Reserve Type	Annual Contribution	Maximum Balance
Vehicle Fleet Reserve	\$ 15,000	\$ 80,000
Computer Hardware Reserve	\$ 8,000	\$ 40,000
Dry Period Reserve	\$ 24,152 (FY21-22)	\$ 415,152 (FY21-22)
PVRPD Capital Improvements Reserve	\$ 75,000	\$ 500,000
PVPRD Repair/Operations & Administrative Operations Reserve	\$500,000	\$2,075,759 (FY21-22)
Compensated Absences Reserve	\$ 25,000	\$ 112,707 (6/30/2020 Audit)
TOTAL	\$647,152	\$3,223,618



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board Approved September 2, 2020, 2021

USING RESERVE FUNDS

- Vehicle Fleet Reserve
Vehicle Fleet Reserves will be used exclusively for the non-budgeted purchase of vehicles to support District operations, or to make major repairs to existing vehicles.
- Computer Hardware Reserve
Computer Hardware Reserves will be used to purchase non-budgeted computer hardware and software in support of District operations, with the intent of maintaining a modern computer fleet for employees.
- Dry Period Reserve
Funds that are designated to cover the operational costs during the “dry period” between the receipt of property taxes in April and the receipt of the property taxes in December, when expenditures typically far outpace revenues. These funds will be used at the discretion of the Administrative Services Manager and/or General Manager
- Capital Improvement Reserve
Capital Improvements Reserves shall be limited to non-budgeted and/or emergency costs related to making changes to improve capital assets, increase their useful life, or add to the value of these assets
- District Operations/Repair & Administrative Operations Reserve
Operational Reserves shall be accrued to ensure 3 months of minimal District and administrative functions at a maximum up to \$500,000 annually. Reserve funds shall be utilized to support:
 - Administrative operational functions, including minimal staffing levels and administrative/office expenses:
 - District operations.
 - District repairs (distinguished from Capital Improvements which may include painting, caulking of seams, roof repairs, HVAC repairs, patching of walls, etc.).
- Compensated Absences Reserve
○ Compensated Absences Reserve shall be issued to pay out an employee upon termination for leave accruals per District Policies and laws for Leave of Absence.

MONITORING RESERVE LEVELS



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY

Board ~~A~~approved September 2, 2020, 2021

The General Manager, in collaboration with the District's Administrative Services Manager shall perform a reserve status analysis annually, to be provided to the Board of Directors' during the annual budget approval process. Budget Reserve Funds Using this reserve policy, the minimum amount the District has set aside as of July 2020 is 33% of total park budget.

Additional information may be provided to the Board of Directors upon the occurrence of the following events:

- When a major change in conditions threatens the reserve levels established within this policy, or calls into question the effectiveness of the policy;
- Upon General Manager and/or Board request



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY Board Approved September 1, 2021

The Pleasant Valley Recreation and Park District (the District) shall maintain reserve funds from existing unrestricted funds as designated by the PVRPD Reserve Policy. This policy establishes the procedure and level of reserve funding to achieve the following goals:

- Fund replacement and major repairs for the District's vehicle fleet.
- Fund regular replacement of computer hardware and software for District employees.
- Fund "dry period" to assure funds are available for expenditures incurred from April to December
- Fund capital improvements of District's facilities.
- Maintain minimal operational sustainability in periods of economic uncertainty.
- Fund a Compensated Absences Reserve

POLICY

Use of District's Reserves is limited to available "Unrestricted" Funds (not obligated by law, contract or agreement), including donations, interest earned, fees for service or other non-grant earnings. All special use funds will be designated by formal action of the PVRPD Board of Directors.

- VEHICLE FLEET RESERVE
Vehicle Fleet Reserves will accumulate from existing unrestricted funds, at a rate up to \$15,000 annually. The maximum amount of Vehicle Fleet Reserves will be \$80,000. When the annual accumulation would increase the reserve beyond \$80,000 only the amount required to reach the maximum will be reserved.
- COMPUTER HARDWARE RESERVE
Computer Hardware Reserves will accumulate from existing unrestricted funds at a rate up to \$8,000 annually. The maximum amount of Computer Hardware Reserves will be \$40,000. When the annual accumulation would increase the Reserve beyond \$40,000 only the amount required to reach the maximum will be reserved.
- DRY PERIOD RESERVE
Dry Period Reserves are funds that would be set aside for the period of April through December when a minimum or no property tax is received from the County of Ventura. During this time the District sees a drop in revenue while the costs of expenditures outpace the revenue during this period. The Dry Period Reserve will have up to a minimum of 5% of the annual operating budget set aside to be used during the months of November and December when the District needs these funds to meet accounts payables and payroll obligations. A Dry Period Reserve amount will be designated each budget workshop (budget permitting) to ensure the funding in the reserve can sustain the District's operating expenses for the months of November and December.

Adopted: September 2, 2020
Superseding Resolution No. 660
Amended: September 1, 2021



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**RESERVE POLICY
Board Approved September 1, 2021**

- **PVRPD CAPITAL IMPROVEMENTS RESERVE**
Capital Improvement Fund Reserve is set up to cover non-budgeted capital improvement items and may be used to cover emergency major facility improvements (construction, installation of new doors or windows, replacing doors and windows, roof replacement, HVAC replacement, alarm system improvements and parking lot improvements, etc.). The minimum amount of Capital Improvement Reserves should be a minimum of \$500,000. This reserve fund will have a yearly accumulation of \$75,000 with a maximum of \$500,000 balance.

- **PVRPD REPAIR/OPERATIONS & ADMINISTRATIVE OPERATIONS RESERVE**
District and Administrative Operations Reserve will accumulate from existing unrestricted funds at a maximum up to \$500,000 annually. The minimum amount of District & Administrative Operations Reserve will be based on the total operations expense stated in the current fiscal year budget which equates to 3 months of Operational Expenses.

- **COMPENSATED ABSENCES RESERVE**
The primary purpose of vacation leave and sick leave is to provide compensated time off as appropriate and approved. Typically, at separation from service, employees by law and per District Policies receive a cash-out payment for certain accumulated leave balances. The Compensated Absences Reserve is utilized primarily as a budget smoothing technique for any such leave bank liquidations. The primary purpose of the Compensated Absences Reserve is to maintain a balance sufficient to facilitate the smoothing. The minimum cash reserve should not fall below the most recent three-year average of leave bank pay outs. The maximum cash reserve should not exceed the most recent audited financials. Compensated Absences will accumulate from existing unrestricted funds at a rate up to \$25,000 annually. The minimum and maximum will adjust annually based on the “new” 3-year average and the most recent audited financials which give the most current compensated absences amount.

- **TOTAL ALL RESERVE FUNDS**

Reserve Type	Annual Contribution	Maximum Balance
Vehicle Fleet Reserve	\$ 15,000	\$ 80,000
Computer Hardware Reserve	\$ 8,000	\$ 40,000
Dry Period Reserve	\$ 24,152 (FY21-22)	\$ 415,152 (FY21-22)
PVRPD Capital Improvements Reserve	\$ 75,000	\$ 500,000
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Compensated Absences Reserve	\$ 25,000	\$ 112,707 (6/30/2020 Audit)
TOTAL	\$647,152	\$3,223,618

Adopted: September 2, 2020
Superseding Resolution No. 660
Amended: September 1, 2021



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY Board Approved September 1, 2021

USING RESERVE FUNDS

- Vehicle Fleet Reserve
Vehicle Fleet Reserves will be used exclusively for the non-budgeted purchase of vehicles to support District operations, or to make major repairs to existing vehicles.
- Computer Hardware Reserve
Computer Hardware Reserves will be used to purchase non-budgeted computer hardware and software in support of District operations, with the intent of maintaining a modern computer fleet for employees.
- Dry Period Reserve
Funds that are designated to cover the operational costs during the “dry period” between the receipt of property taxes in April and the receipt of the property taxes in December, when expenditures typically far outpace revenues. These funds will be used at the discretion of the Administrative Services Manager and/or General Manager
- Capital Improvement Reserve
Capital Improvements Reserves shall be limited to non-budgeted and/or emergency costs related to making changes to improve capital assets, increase their useful life, or add to the value of these assets
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Operational Reserves shall be accrued to ensure 3 months of minimal District and administrative functions at a maximum up to \$500,000 annually. Reserve funds shall be utilized to support:
 - Administrative operational functions, including minimal staffing levels and administrative/office expenses:
 - District operations.
 - District repairs (distinguished from Capital Improvements which may include painting, caulking of seams, roof repairs, HVAC repairs, patching of walls, etc.).
- Compensated Absences Reserve
Compensated Absences Reserve shall be used to pay out an employee upon termination for leave accruals per District Policies and laws for Leave of Absence.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

RESERVE POLICY Board Approved September 1, 2021

MONITORING RESERVE LEVELS

The General Manager, in collaboration with the District's Administrative Services Manager shall perform a reserve status analysis annually, to be provided to the Board of Directors' during the annual budget approval process.

Additional information may be provided to the Board of Directors upon the occurrence of the following events:

- When a major change in conditions threatens the reserve levels established within this policy, or calls into question the effectiveness of the policy;
- Upon General Manager and/or Board request

Reserve Policy

Reserve Policy Date	Reserve Policy Resolution Number
7/1/2009	No Resolution
4/1/2015	No Resolution
9/2/2020	#660
9/1/2021	#688

RESOLUTION NO. 688

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ADOPTING A DISTRICT FINANCIAL RESERVE POLICY**

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public finances; and,

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to ensuring fiscal responsibility and accountability in the expenditure of District funds; and,

WHEREAS, the Pleasant Valley Recreation and Park District previously established goals for accumulating and maintaining specific accounts for the purposes of financial reserves; and

WHEREAS, the District Finance Committee reviewed and made recommendations regarding the specified Reserve Policy for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed "Reserve Policy" attached hereto as Exhibit "A."

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled "Reserve Policy" set forth in Exhibit "A" attached hereto and directs that the policy be indicated as approved on September 1, 2021.

Section 3: Repeal of Prior Resolutions. This Resolution No. 688 supersedes any prior District resolution pertaining to the approval of fiscal reserves and reserve policy, and any such prior resolution is hereby repealed in its entirety.

Section 4: Periodic Review. The Board of Directors directs the General Manager to review the Reserve Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary to keep the District's established reserves at an amount capable of effectively addressing potential fiscal emergencies.

Section 5: Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this first day of September 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Adopted: September 2, 2020
Superseding Resolution No. 660
Amended: September 1, 2021

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT/AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF
RESOLUTION NO. 689, ADOPTING A FINANCIAL
INVESTMENT POLICY**

SUMMARY

As a best practice, policies and procedures should be reviewed every three to five years. On April 1, 2015, the Board of Directors adopted a revised Investment Policy. Regularly reviewing this policy will keep the District up to date with industry best practices. This policy is a working document that will grow and adapt with both the District's needs and legislative changes. While the core elements of the policy remain the same, the details will reflect changes due to the economic situation, more concise verbiage and the continued goal for ensured financial stability.

BACKGROUND

On April 1, 2015, a revised Investment Policy was presented before the Board of Directors. This policy shows the District is committed to managing the finances in a prudent and responsible method through the adherence to management disciplines to ensure fiscal stability. This stability is demonstrated, in part, through the District's maintenance of a structurally balanced budget in which ongoing expenditures are supported by ongoing revenues and monthly finance committee meetings to ensure the spending plan is followed.

The District Board held a board goal setting meeting on January 23, 2021 with the intention to review progress made towards PVRPD's strategic plan and review the mission statement, core values, vision statement and strategic focus areas for the next five years. During the meeting the Board of Directors placed an emphasis on "sustained financial stability". With that said, staff has been reviewing various financial policies to adhere to that specific strategic goal and the Investment Policy is one of many policies staff reviewed and is bringing before the Board.

ANALYSIS

The attached policy for Investment Policy is intended to provide clear, concise reasons and guidance for the accumulation and management of the District's policies. The

Adopted: April 1, 2015
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

current policy is included in this packet but do not have any mark-ups/red lines. The new policies include reviewing information from California Special Districts Association (CSDA), Sample Policy Handbook as well as other governmental agencies. CSDA has a Sample Policy Handbook that gives numerous sample policies for special districts to reference when creating or updating their own district policies. Upon completion of the Investment Policy by staff, the policy was sent to legal counsel for review to ensure the language of the policy kept the District in compliance with government codes and to ensure the District is maintaining a sound financial position.

COMMITTEE REVIEW

The Investment Policy was reviewed by the Finance Committee on August 12, 2021, with no changes and it was recommended to send the policy before the Board of Directors.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended the Board of Directors review and approve Resolution No. 689, adopting a Financial Investment Policy.

STRATEGIC PLAN COMPLIANCE

This change to the Investment Policy meets the 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

ATTACHMENT

- 1) Statement of Investment Policy 4/1/2015 (2 pages)
- 2) Investment Policy 2021 (4 pages)
- 3) Resolution No. 689 (2 pages)



PLEASANT VALLEY RECREATION AND PARK DISTRICT

STATEMENT OF INVESTMENT POLICY

It is the policy of the Pleasant Valley Recreation and Park District to invest public funds in a manner which will provide the highest investment return with the maximum security, while meeting the daily cash flow demands of the agency and conforming to all state, county, and local statutes governing the investment of public funds – safety, liquidity, and yield. All investments made will comply with the laws set forth in the 53600 series of the Government Code, State of California, as amended or hereafter amended.

Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

All solicitations for investments shall be made to and through the General Manager. All authorizations for the transfer of funds with the local Agency Investment Fund shall be made only by the General Manager or one other authorized administrative employee.

The Pleasant Valley Recreation and Park District can diversify its investments by security type and institution. Permitted investments/deposits with no minimum or maximum requirements include:

- Local Agency Bonds
- U.S. Treasury Obligations
- State Obligations
- CA Local Agency Obligations
- US Agency Obligations
- Repurchase Agreements
- Collateralized Bank Deposits
- Bank/Time Deposits
- County Pooled Investment Funds
- Joint Powers Authority Pool
- State Pool Local Agency Investment Fund.



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT
STATEMENT OF INVESTMENT POLICY**

Other permitted investments/deposits with percentage and maturity limits are:

- Bankers' Acceptances - 40% 180 days
- Commercial Paper - 25% 270 days
- Negotiable Certificates of Deposit - 30% 5 years
- CD Placement Service(CDAR's) - 30% 5 years
- Medium-Term "A" Rated Notes - 30% 5 years
- Mutual Funds and Money Market Accounts - 20% no maturity
- Mortgage Pass-Through Securities "AA" Rating - 20% 5 years

This information reflects the guidelines provided by the California Debt & Investment Advisory Commission effective January 1, 2015.

The Pleasant Valley Recreation and Park District can diversify its investments by security type and institution. With the exceptions of the State LAIF and County Pooled Investment Funds, no more than 40% of the District's total investment portfolio will be invested in a single security type.

To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District will not directly invest in securities maturing more than two years from the date of purchase.

A system of internal control shall be established. Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping; clear delegation of authority; specific limitations regarding securities; minimizing the number of authorized investment officials; documentation of transactions and strategies; and code of ethics standards.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

INVESTMENT POLICY Board Approved XXXXX

The Investment Policy set forth by the Pleasant Valley Recreation and Park District is to invest public funds in a manner that will provide the highest investment return with maximum security while meeting the daily cash flow demands of the District and conforming to all State and local statutes governing the investment of public funds.

OBJECTIVES

The cash management system of the Pleasant Valley Recreation and Park District is designed to accurately monitor and forecast expenditures and revenues, thus insuring the investment of monies to the fullest extent possible. Consistent with this factor, the State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) §53600.6 and §53630.1). Government Code Section 53601, et seq., allows the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency.

Government Code §53646(a) states that the fiscal officer of a local agency is required to annually prepare and submit an investment policy and such policy, and any change thereto, is to be considered by the local agency's legislative body at a public meeting.

CRITERIA FOR SELECTING INVESTMENTS

SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

CREDIT RISK

Credit risk is defined as a risk of loss due to failure of the issuer of the security. The risk shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the District's capital base and cash flow.

MARKET RISK

Market risk is defined as market value fluctuations due to overall changes in the general level of interest rates. This risk shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

INVESTMENT POLICY Board Approved XXXXX

LIQUIDITY

The District's investment portfolio shall be structured in a manner which will provide funds from maturing securities and interest payments to meet anticipated cash flow demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

YIELD

The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout market and economic cycles, commensurate with the District's risk constraints and cash flow characteristics of the portfolio. These policies specifically prohibit trading securities for the sole purpose of speculating or taking an unhedged position on the future direction of interest rates.

AUTHORIZED AND SUITABLE INVESTMENTS

All investments shall be made in accordance with Sections 53600 et seq., of the Government Code of California. The Investment Policy applies to all financial assets of the District. The Pleasant Valley Recreation and Park District can diversify its investments by security type and institution. Permitted investments/deposits include:

- a) Local Agency Bonds
- b) U.S. Treasury Obligations
- c) State Obligations
- d) CA Local Agency Obligations
- e) U.S. Agency Obligations
- f) Repurchase Agreements
- g) Collateralized Bank Deposits
- h) Bank/Time Deposits
- i) County Pooled Investment Funds
- j) Joint Power Authority Pool
- k) State Pool Local Agency Investment Fund
- l) The Local Agency Investment Fund (LAIF)
- m) CalTRUST

Other permitted investments/deposits with percentage and maturity limits are:

- a) Bankers' Acceptance, Foreign/Domestic - with a minimum rating of "A1" by Standard & Poor's or "P1" by the Federal Reserve System and the maturity does not exceed 180 days maturity or 40% of the total portfolio.
- b) Commercial Paper - Short-term instruments with fixed coupons, fixed maturity and no call provisions issued by corporations organized and operating within the United States, with an "A1/P1" rating or better. Purchases may not exceed 270 days maturity or 25% of the portfolio.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

INVESTMENT POLICY

Board Approved

XXXXX

- c) Negotiable Certificates of Deposit – Issued by nationally or state-chartered banks; savings or federal associations; state or federal credit unions; or federally licensed or state licensed branches of foreign banks. Purchases may not exceed 30% of the portfolio and final maturity may not exceed five (5) years from date of purchase.
- d) CD Placement Services (CDAR's) – 30% not exceeding five (5) Years
- e) Medium-Term "A" Rated Notes – A maximum of five (5) years until maturity issued by corporations organized and operating within the United States and rated in the rating category of "A-" or better of Moody's Investment Services, Inc. and Standard and Poor's Corporation. Purchases may not exceed 30% of the portfolio.
- f) Money Market Funds - provided that no deposit made pursuant to this paragraph in any one institution shall exceed the amount insured by the Federal Deposit Insurance Corporation. They must have the highest rating from at least two nationally recognized statistical ratings organization (NRSRO's), must maintain a daily principal per share value of \$1.00 per share and distribute interest monthly, and must have a minimum of \$500 million in assets under management and funds shall not exceed 20% of the District total portfolio.
- g) Mortgage Pass-Through Securities "AA" Rating – 20% not exceeding (5) Years

No more than 30% of the total portfolio shall be invested in any single type of investment. (*Note: The Local Agency Investment Fund, CalTRUST, and the Ventura County Treasury Fund are pooled investments, consisting of a variety of instruments; therefore, they are not subject to the 30% rule.*)

RESPONSIBILITIES

Responsibilities of the Accounting Department

The Accounting Department is charged with the responsibility for maintaining custody of all public funds and securities belonging to or under the control of the District, and for the deposit and investment of those funds in accordance with principles of sound treasury management and with applicable laws and ordinances.

Responsibilities of the District's Auditing Firm

The District's auditing firm's responsibilities shall include but not be limited to the examination and analysis of fiscal procedures and the examination, checking and verification of accounts and expenditures. A review of the District's investment program is a part of the responsibility described above.

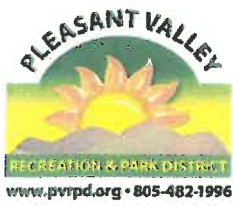
Responsibilities of the Board of Directors

The Board of Directors shall annually review and approve the written Investment Policy. As provided in the Policy, the Directors shall receive, review, and accept quarterly and monthly investment reports, per California Government Code section 53646, and Government Code section 53607, which will be included in Financial Reports at regularly scheduled meetings.

Page 3 of 4

Adopted: April 1, 2015
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

772/815



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**INVESTMENT POLICY
Board Approved
XXXXX**

The Board and persons authorized to make investment decisions subject to these policies are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in the next issued quarterly report and appropriate action are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the Board shall be notified immediately.

Investment Policy

Investment Policy Date	Investment Policy Resolution Number
7/2/2008	No Resolution
7/1/2009	No Resolution
7/7/2010	No Resolution
7/6/2011	No Resolution
7/11/2012	No Resolution
7/10/2013	No Resolution
7/2/2014	No Resolution
4/1/2015	No Resolution
9/1/2021	Resolution No. 689

RESOLUTION NO. 689

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ADOPTING A FINANCIAL INVESTMENT POLICY**

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public finances; and,

WHEREAS, the District Finance Committee reviewed and made recommendations regarding the specified Investment Policy for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed "Investment Policy" attached hereto;

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled "Investment Policy" set forth, attached hereto, and directs that the policy be indicated as approved on September 1, 2021.

Section 3: Repeal of Prior Resolutions. This Resolution No. 689 supersedes any prior District resolution pertaining to the approval of investment, and any such prior resolution is hereby repealed in its entirety.

Section 4: Periodic Review. The Board of Directors directs the General Manager to review the Investment Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary.

Section 5: Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this first day of September 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Adopted: April 1, 2015
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

Mark Malloy, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Adopted: April 1, 2015
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT/AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF
RESOLUTION NO. 690, ADOPTING THE
DISTRICT'S FINANCIAL DEBT POLICY**

SUMMARY

As a best practice, policies and procedures should be reviewed every three to five years. On July 1, 2009, the Board of Directors adopted a revised Debt Policy. Regularly reviewing policies will keep the district up to date with industry best practices. This policy document will grow and adapt with both the district's needs and legislative changes. While the core elements of the policy remain the same, the details will reflect changes due to the economic situation and the continued goal for ensured financial stability.

BACKGROUND

On July 1, 2009, a revised Debt Policy was presented before the Board of Directors. This policy shows the district is committed to managing the finances in a prudent and responsible method through the adherence to management disciplines to ensure fiscal stability. This stability is demonstrated, in part, through the district's maintenance of a structurally balanced budget in which ongoing expenditures are supported by ongoing revenues and monthly finance committee meetings to ensure the spending plan is followed.

The District Board held a board goal setting meeting on January 23, 2021, with the intention to review progress made towards PVRPD's strategic plan and review the mission statement, core values, vision statement and strategic focus areas for the next five years. During the meeting the board of directors placed an emphasis on "sustained financial stability". With that said, staff has been reviewing various financial policies to adhere to that specific strategic goal, one of the first policies being reviewed is the Debt Policy.

ANALYSIS

The attached policy for Debt is intended to provide clear, concise reasons and guidance for the accumulation and management of the District's policies. The current policy is included in this packet but does not have any mark-ups/red lines. The new policy

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

includes reviewing information from California Special Districts Association (CSDA), Sample Policy Handbook as well as other governmental agencies. CSDA has a Sample Policy Handbook that gives numerous sample policies for special districts to reference when creating or updating their own district policies. Upon completion of the Debt Policy by staff, the policy was sent to legal counsel for review to ensure the language of the policy kept the district in compliance with government codes and to ensure the district is maintaining a sound financial position.

COMMITTEE REVIEW

The Debt Policy went before the Finance Committee on August 12, 2021, with no changes, it was recommended to send the policy before the Board of Directors.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends that the Board approve Resolution No. 690 adopting the District's Financial Debt Policy.

STRATEGIC PLAN COMPLIANCE

This change to the Debt Policy meets the 2021 Strategic Plan Goal 1.2: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

ATTACHMENT

- 1) Debt Policy 7/1/2009 (2 pages)
- 2) Debt Policy 2021 (5 pages)
- 3) Resolution No. 690 (2 pages)

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021



PLEASANT VALLEY RECREATION AND PARK DISTRICT

DEBT MANAGEMENT POLICY Board approved 7/1/2009

Pleasant Valley Recreation and Park District's (District) most appropriate use of debt financing is for the purchase or construction of major capital facilities that will serve as a long-term community asset. The policies outlined below are not intended to serve as a list of rules to be applied to the District's debt issuance process, but rather to serve as a set of guidelines to promote sound financial management. The use of a long-term debt instrument such as the sale of certificates of participation can spread the acquisition and construction costs of the facility over the period of years during which it will be used by the community.

I. INCURRED DEBT

District debt will be incurred mostly for major capital projects, not for any recurring purpose such as current operating and maintenance expenditures. For betterment and repair and replacement projects, debt financing may be used to better match the anticipated need and costs with available funds on hand. Smaller projects should be funded on a "pay-as-you-go" basis from current revenues. The District shall not construct or acquire a facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility throughout its expected life. Capital projects financed through debt issuance will not be financed for a term longer than the expected useful life of the facility permitted by the internal Revenue Service.

II. DEBT SERVICE PAYMENTS

The District will make debt service payments, acting with prudence and diligence and will allocate a Debt Reserve sufficient enough to the amount of debt service due in the next fiscal year. The District may purchase a surety policy or replace an existing cash-funded Debt Service Reserve Fund when deemed prudent and advantageous. The District may permit the use of guaranteed investment agreements for the investment of reserves funds pledged to the repayment of any District debt when it is approved by the Board of Directors.

III. NEW DEBT

New debt will be established on parity with existing debt. An internal analysis will be conducted for each proposed long-term financing which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service. No new debt will be undertaken without consulting appropriate external financial advisors and bond counsel. Financial advisors and bond counsel will be selected in a manner consistent with the District's customary practice of hiring professional services.

IV. DISTRICT BONDS

The District will determine on a case-by-case basis, whether to sell its bonds competitively or through negotiation. In a competitive sale, the District's bonds shall be awarded to the bidder providing the lowest true interest cost ("TIC"), as long as the bid adheres to requirements set



PLEASANT VALLEY
RECREATION AND PARK DISTRICT

DEBT MANAGEMENT POLICY
Board approved 7/1/2009

forth in the official notice of sale. The District recognizes that some securities are best sold through negotiation. From time to time the District may elect to issue debt on a private placement basis. Such method shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or if it is determined that access to the public market is unavailable and timing considerations require that a financing be completed.

V. REFUNDING OPPORTUNITIES

The District shall have the responsibility to evaluate potential refunding opportunities presented by underwriting and/or financial advisory firms. The District shall establish a targeted savings level equal to 3% of par refunded on a net present value (NPV) basis. This figure should serve only as a guideline; the District must evaluate each refunding opportunity on a case-by-case basis and must take into consideration: time to maturity; size of the issue; current interest rate environment; annual cash flow savings; and the value of the call option.

VI. RATING SERVICES

The Financial Supervisor shall be responsible for maintaining the District's relationship with Standard & Poor's Rating Services. The District may choose to deal with another Ratings Service Agency as circumstances dictate and will strive to maintain the best possible bond rating on all debt issuances.

VII. AUDITED FINANCIAL REPORT and BOND PROSPECTUS

The Financial Supervisor will provide full disclosure on every audited financial report and bond prospectus and report to the Board of Directors feedback from the rating agency regarding the District's financial strengths and weaknesses and recommendations for addressing any weaknesses of the District.

VIII. LEGAL REQUIREMENTS FOR ISSUANCE OF DEBT

The District will adhere to the following legal requirements for the issuance of public debt: California state law which authorizes the issuance of the debt; federal and state laws which govern the eligibility of the debt for tax-exempt status; federal and state laws which govern the issuance of taxable debt; and the federal and state laws which govern disclosure, sale, and trading of the debt.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

DEBT POLICY Board Approved **XXXXXXXXXX**

POLICY

This Debt Policy is intended to provide guidance in the issuance and management of debt by the District or its related entities and is intended to comply with Government Code Section 8855(i) and shall govern all debt issued by the District. The District hereby recognizes that a fiscally prudent debt policy is required to:

- Maintain the District's sound financial position.
- Ensure the District has the flexibility to respond to changes in future service priorities, revenues, and operating expenses.
- Protect the District's creditworthiness
- Ensure that all debt is structured to protect current and future taxpayers, ratepayers, and constituents of the District.
- Ensure that the District's debt is consistent with the District's planning goals and objectives and capital improvement program or budget, as applicable.

DEBT CAPACITY

The District will be mindful of its overall debt burden in the context of its revenues, expenses, reserves, and overall financial health and any limitations imposed by law.

LONG TERM DEBT

Consideration of Issuance

Long-term debt may be issued to finance construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the District.

Long-term debt financings are appropriate:

- a) When a project to be financed is necessary to provide District services.
- b) When the project to be financed will benefit constituents over several years.
- c) When total debt does not constitute an unreasonable burden to the District and its taxpayers or ratepayers.
- d) When the debt is used to refinance outstanding debt to reduce the total cost of the debt or to realize other benefits of a debt restructuring, such as increased flexibility in the use of cash and reserves.

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021



PLEASANT VALLEY RECREATION AND PARK DISTRICT

DEBT POLICY Board Approved **XXXXXXXXXX**

Long-Term Conditions

Long-term debt financing will not generally be considered appropriate for current operating expenses and routine maintenance expenses. The District may use long-term debt financing subject to the following conditions:

- a) The project to be financed must be approved by the District Board.
- b) The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
- c) The District estimates that sufficient revenues will be available to service the debt through its maturity.
- d) The District determines that the issuance of the debt will comply with the applicable state and federal law.

New Debt

An internal analysis will be conducted for each proposed new debt financing which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service. In undertaking new debt, the District may consult with appropriate external financial advisors. External Financial advisors and bond counsel will be selected in a manner consistent with the District's customary practice of hiring professional services.

SHORT-TERM DEBT

Short-term debt may be issued to provide financing for the District's operational cash flow to maintain a steady and even cash flow balance as in anticipation of periodic receipts of property taxes and other revenues. Short-term debt may also be used to finance short-lived capital projects; for example, the District may undertake lease-purchase financing for equipment consistently with debt limit requirements, if any.

TYPES OF DEBT

The District Board may from time to time find that other forms of debt would be beneficial to further its public purpose and may approve such debt without an amendment to the Debt Policy. Debt shall be issued as fixed rate debt unless the District makes a specific determination as to why a variable rate issue would be beneficial to the District in a specific circumstance.

The following types of debt are allowable under this Debt Policy:

- a) General Obligation Bonds (GO Bonds)

Adopted: July 1, 2009

Superseding Resolution No.: No Prior Resolution

Amended: September 1, 2021



PLEASANT VALLEY RECREATION AND PARK DISTRICT

DEBT POLICY Board Approved **XXXXXXXXXX**

- b) Bond or Grant Anticipation Notes (BANs)
- c) Lease Revenue Bonds, Certificate of Participation (COPs) and lease-purchase transactions
- d) Other revenue bonds and COPs
- e) Tax and other revenue anticipation notes (TRANS)
- f) Land-secured financings, such as special tax revenue bonds issued under the Mello Roos Community Facilities Act 1982, as amended, and limited obligation bonds issued under applicable assessment statutes.
- g) Tax increment financing to the extent permitted under State law.
- h) Refunding Obligations
- i) State Revolving Loan Funds
- j) Lines of Credit
- k) Federal Loans

Relationship of Debt to Capital Improvement Program and Budget

The District is committed to long-term capital planning. The District intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the District's capital budget and capital improvement plan.

The District shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues ("pay as you go"). The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The District shall integrate its debt issuance with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the District's public purposes.

POLICY GOALS RELATED TO PLANNING GOALS AND OBJECTIVES

The District is committed to long-term financial planning, maintaining appropriate reserves and employing prudent practices in governance, management and budget administration. The District intends to issue debt for the purpose stated in this Debt Policy and to implement policy decisions incorporated in the District's annual operations budget.

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021



PLEASANT VALLEY RECREATION AND PARK DISTRICT

DEBT POLICY Board Approved **XXXXXXXXXX**

It is a policy goal of the District to protect taxpayers, ratepayers and constituents by using conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical total borrowing costs.

The District will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the District to realize, whenever possible, and subject to any overriding no-financial policy considerations, (i) minimum net present value debt service savings approximately 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than any escrow fund negative arbitrage. The cost of refinancing will always be less than the savings.

The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to temporarily reduce annual budgetary expenditures. Capital investments intended to reduce District operating costs indefinitely, as by improving the efficiency of its operations, are appropriate for long-term debt.

The District shall seek to time debt issues to avoid need for unplanned general fund expenditures for capital improvements and equipment.

INTERNAL CONTROL PROCEDURES

When issuing debt, in addition to complying with the terms of this Debt Policy, the District shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds. Without limiting the foregoing, the District will periodically review the requirements of and will remain in compliance with the following:

- a) Any continuing disclosure undertakings entered into by the District in accordance with SEC Rule 15c2-12.
- b) Any federal tax compliance requirements, including, without limitation, arbitrage and rebate compliance.
- c) The District's investment policies as they relate to the use and investment of bond proceeds.

Proceeds of debt will be held either (a) by a third-party trustee or fiscal agent, which will disburse such proceeds to or upon the order of the District upon the submission of one or more

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021



**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**DEBT POLICY
Board Approved
XXXXXXXXXX**

written requisitions by the Administrative Services Manager (or his/her written designee), or (b) by the District, to be held and accounted for in a separate fund or account to ensure debt proceeds are expended only for the purposes for which the debt was issued, the expenditure of which will be carefully documented by the District in records compliant with current accounting standards and subject to the District's annual audit.

Records related to debt issuance, including but not limited to expenditures and investment of proceeds, will be maintained for as long as required by applicable law and the documents related to the debt issue. Such records may need to be maintained for longer than the term of the bond issue and any refunding issue.

Debt Policy

Debt Policy Date	Debt Policy Resolution Number
7/1/2009	No Resolution
9/1/2021	No. 690

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

RESOLUTION NO. 690

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PLEASANT VALLEY RECREATION AND PARK DISTRICT
ADOPTING THE DISTRICT'S FINANCIAL DEBT POLICY**

WHEREAS, the Pleasant Valley Recreation and Park District is dedicated to prudent management of public finances; and,

WHEREAS, the District Finance Committee reviewed and made recommendations regarding the specified Debt Policy for the District as set forth in this resolution; and

WHEREAS, the Board of Directors has reviewed the proposed "Debt Policy" attached hereto;

NOW, THEREFORE, the Board of Directors of Pleasant Valley Recreation and Park District does hereby RESOLVE and ORDER as follows:

Section 1: Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: Adoption of Updated Policy. The Board of Directors approves and adopts the policy entitled "Debt Policy" set forth, attached hereto, and directs that the policy be indicated as approved on September 1, 2021.

Section 3: Repeal of Prior Resolutions. This Resolution No. 690 supersedes any prior District resolution pertaining to the approval of fiscal debt and debt policy, and any such prior resolution is hereby repealed in its entirety.

Section 4: Periodic Review. The Board of Directors directs the General Manager to review the Debt Policy periodically and present any revisions to the Board of Directors for modifications as may be necessary.

Section 5: Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this first day of September 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

Mark Malloy, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Adopted: July 1, 2009
Superseding Resolution No.: No Prior Resolution
Amended: September 1, 2021

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: September 1, 2021

**SUBJECT: CONSIDERATION AND APPROVAL FOR PARKING
LOT REPAIRS, SLURRY AND RE-STRIPING AT
SPRINGVILLE PARK**

SUMMARY

The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. The lot at Springville Park was last seal coated in 2008. The District will be applying a Type 2 slurry which has a longer life span and will hold up to the heavy traffic better. The existing parking lot located next to the Springville Tennis Courts has major cracks and parts of the asphalt are in poor condition and need to be repaired. As part of the budgeting process, the Board approved \$80,000 in Fiscal Year 2021/2022 Capital Improvement Budget for parking lot repairs for Springville Park.

BACKGROUND

This Capital Improvement Project was identified and funded in the FY 2021/2022 Capital Improvement Plan Budget. The funding and project are designed to repair and maintain asphalt parking lots, pathways, and surfaces throughout the District. The life expectancy of a well-designed, well-built and well-maintained asphalt parking lot ranges between 15 to 30 years. However, without proper maintenance, a parking lot will deteriorate significantly in as little as 5 to 7 years. Springville Park has two parking lots - one by the Tennis Courts (lower) and the other one by the Dog Park (upper). The upper parking lot was last seal coated in 2017 when construction was performed on the water tanks adjacent to the parking lot. The lower parking lot was last seal coated in 2008 which has been approximately 13 years ago.

A Type 2 slurry is best for heavier traveled roadways, streets and parking lots. Since slurry uses larger aggregates, it provides a tougher surface that can withstand heavier and more constant traffic loads. A sealcoat is best used in low traffic areas. Sealcoats contain smaller, or in some cases no aggregates in its mix. The longevity of a Type 2 slurry seal and sealcoat depends on traffic loading and weather. Standards in the industry recommend reapplying Type 2 slurry every 6-9 years, whereas a sealcoat should be reapplied every 3-6 years.

ANALYSIS

Asphalt parking lots, like any improvement, have a projected service life based on construction methods, maintenance levels, and a number of other factors. The District is responsible for the maintenance and upkeep of over five (5) acres of parking lots. All the parking lots require maintenance and repair ranging from cleaning and sealcoat applications to removing or replacing alligator sections, and complete failures. The systematic repair and maintenance of these required infrastructure items have extended their service life. This project will complete the repair and

maintenance at this site and set a starting point for scheduled preventative maintenance practices moving forward.

PROJECT SCOPE:

The following are key steps that may serve as a guide for what is expected in the proposals:

- Remove approximately 600 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 4 inches of Hot Mix asphalt
- Clean, tack oil and skin patch approximately 600 square feet of bad asphalt with hot mix asphalt
- Clean approximately 12,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry to approximately 12,000 sq ft of asphalt
- Re-stripe using existing striping plan
- Clean up for final

Supplies, equipment and services having an estimated value of less than \$25,000 but more than \$15,000 must go through an informal bidding procedure. This includes acquiring three (3) bids and awarding to the lowest responsible bidder. District staff have received three bids for parking lot paving, with prices ranging from \$23,600.22 to \$27,140. Payment Coatings Company came in with the lowest price at \$23,600.22.

Vendor	Cost
Pavement Coatings Company	\$23,600.22
Finish Line Paving Inc.	\$25,450
Landmark Grading & Paving	\$27,140

FISCAL IMPACT

The District allocated \$80,000 from Capital funds for this project and these funds were designated in the FY 2021-2022 budget; all three bids received came in under the allocated budget. Should the District authorize work with the lowest bidder, a budget of \$56,400 will remain in account 8487.

RECOMMENDATION

It is recommended that the Board of Directors authorize and approve the General Manager to enter into agreement with Pavement Coatings Company for the asphalt repairs needed at the lower parking lot located at Springville Park in the amount of Twenty-three thousand six hundred dollars and twenty-two cents (\$23,600.22).

STRATEGIC PLAN COMPLIANCE

3.1: Renovate and Modernize Existing Parks and Recreational Facilities

ATTACHMENTS

- 1) Bid Abstract (1 page)
- 2) Draft Agreement (11 pages)

CONTRACT FOR TYPE 2 SLURRY COAT AND REMOVAL OF TREE ROOTS

PLEASANT VALLEY RECREATION & PARK DISTRICT

1605 E. Burnley Street
Camarillo, CA 93010
Telephone (805) 482-1996 - FAX (805) 482-3468

Important terms of this **Construction Work** ("Agreement") are printed on the following pages. For your protection, make sure that you read and understand all provisions before signing. The terms and conditions are incorporated in this document and will constitute a part of the contract between the parties when signed.

TO: Pavement Coating Company

DATE:

Pleasant Valley Recreation & Park District ("District") retains Contractor, and Contractor agrees to perform the following work (the "work") per its attached proposal (incorporated herein) dated 9/10/2021. In the event of any conflict between the terms of Contractor's proposal, the terms of this agreement shall govern.

DESCRIPTION OF WORK

- Vendor will:
- Remove approximately 600 square feet of raised Asphalt caused by tree roots
- Remove tree roots that are creating safety hazards
- Haul roots and asphalt off site
- Compact top 3 inches of existing Base material
- Pave back up to 4 inches of Hot Mix asphalt
- Clean, tack oil and skin patch approximately 600 square feet of bad asphalt with hot mix asphalt
- Clean approximately 12,000 square feet of existing asphalt with high powered blowers and sweepers
- Apply Type 2 slurry to approximately 12,000 sq ft of asphalt
- Re-stripe using existing striping plan
- Clean up for final

Contract price: \$23,600.22

(Time and Materials) (Maximum Not-to-Exceed)

Completion Date/Working Days Allowed: 10 working days

Instructions: Please sign and return both originals along with appropriate insurance documentation. Upon acceptance by District a copy will be signed and promptly returned to you. Insert below the names of your authorized on-site representatives.

District:
Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, CA 93010

Contractor:
Pavement Coatings Company
736 Mission Rock Rd,
Santa Paula, CA 93060

By: _____
Mary Otten
General Manager

By: _____
Name:
Title:

ATTEST: _____
Dylan Gunning
Clerk of Board

By: _____
Name:
Title:

**PLEASANT VALLEY RECREATION & PARK DISTRICT
RUBBERIZED SURFACING AGREEMENT
TERMS AND CONDITIONS**

Scope of Construction Work - Contractor shall diligently undertake and perform the construction work described in its proposal referenced above. District reserves the right in its discretion to award work outside the scope of Contractor's proposal to other contractors. Contractor represents and warrants that it, and applicable subcontractors, currently possesses the contractor's license(s) C-32 required by the State of California for performance of the type of work to be undertaken pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain in good standing such license(s) with the State of California. This contract prohibits work by contractors or subcontractors who are ineligible under [Lab C §§1777.1](#) and [1777.7](#).

The District will compensate the Contractor for utilities relocation work not shown on the District's plans and agrees that liquidated damages shall not be imposed for any delay caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

Term of Agreement - All work to be done under this contract shall be completed within Thirty (30) consecutive working days, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Unless otherwise earlier terminated as specified elsewhere herein, this Agreement shall commence on the date first set forth above and shall expire on the completion date set forth above.

Liquidated Damages in the amount of \$200/day will apply to this project.

Authorized Representatives - Contractor shall not accept direction or orders from any person other than the District's General Manager or any District authorized representative(s) listed on the signature page hereto.

Payment Terms - District shall pay compensation to Contractor on a time and material reimbursement basis for a maximum not-to-exceed amount of Twenty-Three thousand six Hundred and Twenty-Two Cents (23,600.22) in accordance with Contractor's proposal referenced above. District shall pay Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request from the contractor, with the exception of any disputed amount(s) which may be withheld until resolution of the dispute, or the District will pay Contractor interest at the legal rate on any delayed progress payment. Any payment request not to be a proper payment request suitable for payment shall be returned to Contractor as soon within 7 days of receipt with a document stating in writing the reasons why the payment request is not proper. No payment made pursuant to this Agreement shall be conclusive evidence of Contractor's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Contractor's work.

Changes To Work, Method, Cost, etc. - Any change in the scope of work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work, will not be paid for or accepted by District unless such change, deletion or addition is

approved in advance, in writing, or by a supplemental or amended change order executed by District's General Manager or authorized representative listed hereto.

Prevailing Wages Requirements - In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards, and federal standards when applicable. State Labor standards provisions, including prevailing wage requirements, will be enforced and the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to undertake all work contemplated in this Agreement. Contractor and all subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, will be posted at the job site, and are available to any interested party on request. Contractor shall comply with all statutory requirements relating to certified copies of payroll records, including maintenance of the records, their certification, and their availability for inspection. The statutory penalties for failing to pay prevailing wages and/or comply with wages and hour laws will be enforced. Contractor agrees that eight hours' labor constitutes a legal day's work.

Employment of Apprentices - Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices. The Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

Award of Contract - Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

Independent Contractor - It is the express intention of the parties that Contractor is an independent contractor and not District's employee; and that the employees of Contractor, and Contractor's subcontractors and their respective employees, are not District employees and are not entitled to any of the rights, benefits or privileges attributable to District employees. Contractor shall have control of the means, methods and details of performance of its work and services and shall only be subject to the general direction and supervision of District's General Manager or authorized representative listed hereto to ensure the results contracted for are achieved. The parties do not intend and shall not act as agents, employees or partners of one another.

Termination of Agreement - During its term, this Agreement may be sooner terminated by written notice of termination as follows:

A. By either party, in the event the defaulting party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting party of such material breach.

B. By District, without cause and without penalty or cost to District, immediately upon written notice, given in the sole discretion of District's General Manager or authorized representative. Termination without cause does not excuse District's obligation to compensate Contractor reasonably for work performed up until termination.

C. In the event of termination as provided in this section, District without penalty may relet or award the work to another Contractor or perform such work itself.

Indemnification - To the fullest extent permitted by law, Contractor shall defend, indemnify and hold District and its directors, officers, employees and agents, from and against:

A. Any and all claims, damages, lawsuits, actions, costs, expenses, losses or liabilities, including reasonable attorneys' and experts' fees and costs incurred in litigation (hereinafter collectively "claims"), in law or equity, of every kind or nature whatsoever, but not limited to injury or death of any person or damage to or the destruction of any property of any person, including District, its directors, officers, employees, or agents, or Contractor or its employees, agents or subcontractors, arising out of or in any manner directly or indirectly related to the work to be performed under this Agreement including prevailing wages, however caused, except and only to the extent caused by the active negligence, sole negligence or willful misconduct of District, its directors, officers, employees or agents.

B. Any and all actions, proceedings, damages, costs, expenses, penalties, fines, or liabilities, in law or equity, of every kind and nature whatsoever, arising out of, resulting from, or on account of any violation of any applicable federal, state or local governmental law, ordinance, rule or regulation, compliance with which is Contractor's responsibility.

C. Submission of insurance certificates or other proof of insurance shall not relieve Contractor from liability under these provisions. Contractor's indemnification obligations herein shall apply whether or not Contractor's insurance policies shall have been determined to apply to any such claims. These indemnification obligations shall survive the expiration or termination of this Agreement.

The District will timely notify Contractor of any third-party claims received related to this Agreement.

Laws, Regulations and Permits - At its expense, Contractor shall give all notices and (unless otherwise provided herein) obtain all permits for the work required by law, and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the work. Contractor shall be liable for all violations of law in connection with its performance of the work. If Contractor observes that any drawings or specifications provided are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify District's General Manager or authorized representative in writing and any necessary changes shall be made by written instruction or change order. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to

the District's General Manager or authorized representative, Contractor shall bear all costs arising therefrom.

Safety - Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall designate, in writing, a responsible representative at the worksite whose duty shall be the prevention of accidents, and the maintenance and supervision of safety precautions and programs. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor.

In carrying out its work, Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements, including State of California Department of Industrial Relations (Cal/OSHA) regulations; construction safety orders and safety orders; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; first aid; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify District and the utility owner if Contractor disturbs, disconnects, or damages any utility.

For any work involving excavation of trenches of five (5) feet or more in depth, Contractor shall comply with the requirements of Section 6705 of the California Labor Code (including but not limited to preparation and submission of excavation/trench safety plans), which provisions are incorporated herein as if fully set forth. For any work pertaining to the digging of trenches or other excavations extending deeper than four (4) feet below the surface and the discovery of hazardous waste or subsurface or unknown latent physical conditions differing materially from those ordinarily encountered, Contractor shall comply with the requirements of California Public Contract Code Section 7104, which provisions are incorporated herein as if fully set forth.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide to District and shall maintain at all times during the performance of this Agreement, the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. District, its directors, officers, employees and agents are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of the activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, employees, or agents.
2. For any claims related to the work, Contractor's insurance shall be primary insurance as respects District, its directors, officers, employees, or agents. Any insurance, self-insurance, or other coverage maintained by District, or its directors, officers, employees, or agents shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or agents.
4. Contractor's 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.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to District.

Such liability insurance shall indemnify Contractor and its subcontractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations,

and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officers, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers meeting current A.M. Best rating of no less than A:-VII or equivalent or as otherwise approved by District.

Workers' Compensation Insurance - By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. Before starting work on this project, Contractor shall sign and file with the District this statement acknowledging these obligations:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Workers' Compensation and Employer's Liability Insurance - Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "*Workers' Compensation and Insurance Act*," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

Responsibility for Work - Until the completion and final acceptance by District of all the work under and implied by this Agreement, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature, except those beyond Contractor's control.

Contractor shall waive all rights of subrogation by any insurer of Contractor against District, its directors, officers, employees, and agents. Contractor shall procure and provide endorsement(s) to District to this effect.

Examination and Audit - All documents and records that relate in any way to this Agreement shall be maintained for a period of four years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Evidences of Insurance - Prior to execution of the Agreement, Contractor shall file with District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that (with District's approval) Contractor employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. Contractor shall promptly pay all subcontractors and materials suppliers consistent with law.

Notices - All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed to the signatories of the parties as set forth above. Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

Anti-Discrimination - Contractor shall not exclude from its employment in the performance of this Agreement any person on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Contractor shall comply with all applicable local, state and federal laws relating to equal employment opportunity rights.

No Assigns or Subcontractors Without Consent of District - Contractor shall not assign this Agreement, or utilize subcontractors in the performance of the work, without the written consent of District's General Manager. District may withhold such consent in its sole discretion.

No Waiver - No failure by District in asserting any of its rights or remedies as to any default of Contractor shall operate as a waiver of the default, or any subsequent or other default by Contractor, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and

maintain any actions or proceedings which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof.

Partial Invalidity - If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

Integration - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

Rules of Interpretation - The terms of this Agreement have been negotiated by the parties and the language used herein shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

California Law - This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any provisions of law which are applicable to this Agreement, even if not specifically included herein, are incorporated by reference herein as if set forth in full, and Contractor shall comply with such provisions.

Disputes - Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

District Employees - Contractor agrees that no employee of District shall be employed by Contractor during the period this Agreement is in effect.

Guarantee - Contractor hereby guarantees that the entire work constructed and/or performed by it under this Agreement will meet fully all requirements thereon as to quality of workmanship and of materials furnished by Contractor. If District notifies Contractor of any defects in quality of workmanship or materials within one (1) year following the completion of work, Contractor at its expense, with no charge to District, shall repair such work and/or replace such materials.

Payment Bond - If the cost of the construction work exceeds \$25,000.00, Contractor shall furnish to District a payment bond, in a form satisfactory to District, from a surety insurer admitted in California. Premiums for the payment bond shall be compensable to Contractor (without markup).

Retention - The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by the District. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

Resolutions of Claims - When a Public Works claim is made to the District, the District will conduct a

reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

Counterparts - This Agreement may be executed in counterparts, a complete set of which shall be deemed an original and one single document. Signatures may be transmitted via facsimile or electronic transmission and are deemed given as of the date of transmittal.

This document shall become a valid contract only when accepted by Contractor, and subsequently by District, and together with the Contractor's Proposal shall constitute the entire agreement between the parties.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jessica A. Puckett, CPRP, Administrative Analyst & Nick Marienthal, Park Supervisor

DATE: September 1, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF SERVICE CONTRACT WITH DISABILITY ACCESS CONSULTANTS, LLC TO PERFORM AND PRODUCE AN AMERICAN WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN FOR THE DISTRICT

SUMMARY

The Americans with Disabilities Act (“ADA”) of 1990 provides comprehensive civil rights protections to qualified individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Title II of the Act covers programs, services, and activities of public entities, such as the Pleasant Valley Recreation and Park District. The process to evaluate, assess, plan and make recommendations to ensure the District is compliant with Title II to provide accessibility to District programs, services and activities is called an ADA Transition Plan and Self-Evaluation. At this time, staff is recommending Disability Access Consultants, LLC to provide consulting services to assist the District with completing the required ADA Transition Plan and Self-Evaluation.

BACKGROUND

A primary goal of the ADA is to ensure equal participation in public life for all Americans with disabilities. There are five titles of the ADA: I. Employment, II. State and Local Government, III. Public Accommodations, IV. Telecommunications, and V. Miscellaneous. Under Title II, a public entity may not deny the benefits of its programs, services, and/or activities to individuals with disabilities by maintaining inaccessible facilities, which house these programs, services, and activities. The District’s programs, services, and activities, which viewed in their entirety, must be made accessible to and usable by individuals with disabilities, except where to do so would result in a fundamental alteration in the nature of the program or result in undue financial and administrative burdens or threaten or destroy the historic significance of a historic property.

The ADA Transition Plan and Self-Evaluation process and document provides a variety of benefits for compliance with Title II and Section 504 such as but not limited to: identifies physical obstacles in the public entity’s facilities that limit the accessibility of its programs or activities to individuals with disabilities; provides findings and recommendations with regard to

policies, procedures and practices; provides a schedule for barrier removal/mitigation; sets priorities for barrier elimination; estimates costs for mitigation solutions; and evaluates existing policies, procedures and practices as they pertain to the District's programs, services, and activities. In addition to identifying and modifying physical barriers, Title 28 CFR Part 35, *Non Discrimination on the Basis of Disability in State and Local Government Services*, requires that a public entity evaluate its policies, procedures and practices by evaluating District policies, procedures, and practices as they pertain to its programs, services and activities, and make the necessary modifications to those policies and practices that do not meet the programmatic requirements of Title II of the ADA; provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments; and maintain, file, and make available for public inspection a list of interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made.

ANALYSIS

The depth of expertise needed to complete this required plan is extensive and necessitates the services of expert consultants educated, trained, and experienced in both the ADA and the California Building Code. Recognizing the value, importance and safety of access to District facilities, services and programs, the California Association for Park and Recreation Indemnity ("CAPRI"), the insurance provider for the District, partnered with Disability Access Consultants, LLC ("DAC") to provide special districts customized ADA Compliance Training, a discount towards the District's safety credit with CAPRI and an additional 20% discount for consulting services for an ADA Self-Evaluation and Transition Plan. DAC has more than 20 years of experience in conducting compliance and accessibility assessments for public entities.

DAC has submitted a scope of services consisting of three main phases: 1) Accessibility Self-Evaluation Buildings and Program Access, 2) Accessibility Self-Evaluation Outdoor Park and Recreation Facilities, and 3) ADA Transition Plan. The projected timeline will be a maximum of six months with an estimated completion date of no later than March 31, 2022. There will be minimal to no impact to the public for inspections to be completed. Staff will also be provided web-based software called DACTrak, for one year **at no cost**, to manage and update the plan, project costs and document progress. DACTrak licensing for subsequent years will cost \$1,000 per fiscal year. If the District decides at any time to end the use of the software, DAC will export all inserted data in the system and provide copies to the District.

FISCAL IMPACT

The initial cost proposal is \$102,600.00 for the physical surveying of District facilities and parks (\$98,600), reviewing of policies, procedures and programs and public input process (\$4,000), and the DACTrak licensing for one year (\$0). DAC is offering a 20% discount on the cost of facility and park inspections (\$78,880 [\$98,600-\$19,720]) bringing the total cost to \$82,880.00. This project was included in the FY 21/22 Capital budget in Fund 10.

RECOMMENDATION

It is recommended that the Board review the attached Proposal for Accessibility Services and approve and authorize the General Manager to enter into a contract for consulting services with Disability Access Consultants, LLC to complete an ADA Transition Plan and Self-Evaluation for \$82,880.00.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan **Goal 3.2** (*Complete a Comprehensive Parks Master Plan to create a road map for upgrades, expansions, and potential additions to the District's parks system to meet current and future community needs for parks, trails, and open space.*), **Strategy F:** Develop, communicate, and begin implementation of an Americans with Disability Act (ADA) Transition Plan.

ATTACHMENTS

- 1) Proposal for Accessibility Services by Disability Access Consultants, LLC. (8 pages)



Pleasant Valley Recreation & Park District

Proposal for Accessibility Services

Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

March 17, 2021

Disability Access Consultants, LLC
2862 Olive Highway, Suite D
Oroville, CA 95966



Cover Letter

Date: March 17, 2021

To: Ms. Jessica Puckett, CPRP
Administrative Analyst
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010

Re: **CAPRI ADA Assistance Program: Proposal for Services for an ADA Self-Evaluation and Transition Plan**

Firm Information: Disability Access Consultants, LLC
Contact: Tim Mahoney, General Manager
Headquarters Office: 2862 Olive Hwy, Oroville, California 95966
tmahoney@dac-corp.com
1-800-743-7067

We appreciate the opportunity to submit a proposal for the Pleasant Valley Recreation and Park District for an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. Disability Access Consultants, LLC (DAC) has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the Pleasant Valley Recreation and Park District Recreation District.

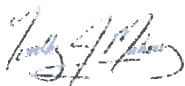
For the past 22 years, our firm has provided services to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has conducted over 22,000 building inspections, surveyed thousands of parks and playgrounds and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be printed in a variety of formats and report styles.

DAC, through its partnership with CAPRI, is excited to have the opportunity to provide an updated and comprehensive ADA Self-evaluation and Transition Plan for the District at a significant savings to Pleasant Hill.

Please contact us with any questions.

Submitted by:



Tim Mahoney, General Manager
Disability Access Consultants, LLC



Proposal for Pleasant Valley Recreation and Park District
ADA Self-Evaluation and Transition Plan

Scope of Services

DAC will provide services to the Pleasant Valley Recreation and Park District in three (3) overall phases.

Phase 1 – Accessibility Self-Evaluation Buildings and Program Access

1. DAC will conduct an initial project kick-off meeting with selected Pleasant Valley Recreation and Park District (District) staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of the District facilities and identify key District personnel related to the project scope. Initial self-evaluation activities will be completed during this step. DAC will assign a project manager, and other DAC staff, as appropriate and requested by the District will attend the Board presentation and the organizational “kick-off” meeting with District staff.
2. Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies.
3. DAC will meet with the designated District officials to discuss the project scope, deliverables currently needed by the District, discuss projected schedules and timelines, discuss cost saving methods, and review alternatives for compliance by the District.
4. Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff wear DAC company shirts and have DAC identification badges.
5. The initial orientation meeting will include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan.
6. Project objectives will be clarified and elements that may be unique or of particular importance for the Pleasant Valley Recreation and Park District will be discussed. Items such as community input and staff needs will be confirmed.
7. Hours of operation, schedules and District activities will be confirmed by location.
8. DAC will help the District determine which District buildings and facilities that are listed on the District facility and parks list that are subject to the requirements of the ADA.
9. DAC will conduct a Barrier Assessment for each of buildings and facilities that are determined to be subject to the requirements of the ADA. DAC will conduct accessibility evaluations of all District Facilities and Parks as listed in this proposal and confirmed at the kick off meeting. The evaluations will include all public use areas. The accessibility evaluations will include interior and exterior items at each public use site. The survey will identify physical barriers in each facility or at each site that may limit accessibility. A comparison of federal ADA Standards and state accessibility standards will be made. As required by the ADA, the standards (federal or state) that provide the greater level of accessibility will be scoped and reported. DAC will provide specific locations of interior and exterior barriers with photographs immediately adjacent to the finding and recommendation for ease of reference.

10. DAC will develop detailed findings for each noncompliant item or element. Each noncompliant finding or element will be accompanied by a recommended method to remove the barrier. A high degree of detail will include, but will not be limited to:
 - a. Detailed information about the noncompliant barrier and noncompliant findings which are categorized and prioritized by risk with the specific ADA Standard and code reference
 - b. Proposed method to mitigate or remove the barrier with detailed cost estimates
 - c. Findings from the review of District policies, procedures, practices, programs and facilities
 - d. As-is field measurements with digital photo documentation
 - e. Code references
 - f. Estimated costs using the costs contained in DACTrak or established District costs that will be entered into the DACTrak software
 - g. Recommendations for revised, new or updated policies and procedures

A draft ADA Transition Plan will be available in the DACTrak Accessibility Management Software to manage, implement, update and document District progress. Data contained in the DACTrak software and custom reports prepared are the property of the District.

11. DAC will review and evaluate District policies, procedures, practices, activities, programs and facilities to identify issues that may be discriminatory to persons with disabilities. Documents to be reviewed will include, but may not be limited to, policies, procedures and practices that may discriminate against members of the public and persons with disabilities. The review will include grievance procedures, notices and postings of the identity of the ADA Coordinator or responsible person, communications, emergency evacuation, alternate accessible formats, service animals, accommodations, eligibility requirements, participation requirements, facility use policies, staffing transportation, design specifications, public outreach, program locations and site selections. Following the review, DAC will assist the District to devise a policy template that can be applied to existing and future programs, including planning, registration, program implementation and reasonable accommodations.
12. DAC will summarize the District's ADA program services and provide recommendations to correct deficiencies or provide improvements in the ADA Self-Evaluation Executive Summary.

Phase 1 Deliverables:

1. DAC will provide the District with DACTrak Online Accessibility Management Software that will allow the District users to generate reports in multiple formats that identify the architectural barriers within the District's buildings, facilities, and recreational areas.
2. DAC will provide the District with an Executive Summary that includes policy and procedure recommendations for ADA best practices including service animals, personal care attendants, mobility devices, transportation, meetings, events, communications, outside vendors/contractors, and building evacuation.
3. DAC will provide best practice recommendations and procedures for the following:
 - o Receiving, tracking and providing accommodation requests.
 - o Updating and following grievance procedures for patrons and staff.
 - o The roles and responsibilities of the ADA coordinator.
4. DAC will provide an outline of a training plan for staff on program accessibility depending on their role in the District's organizations, such as administrative staff or facility maintenance and operations.

Phase 2 – Accessibility Self-Evaluation Outdoor Park and Recreation Facilities

1. DAC will assist the District to determine which outdoor recreation facilities are subject to the ADA requirements using the list provided in the District.

2. DAC will perform an assessment of those recreation facilities in accordance with the ADA and Title 24 of the California Building Code (CBC).

Phase 2 Deliverables:

1. Findings and recommendations for Phase 2 in DACTrak
2. Following training for District staff by DAC the District will be provided passwords to the DACTrak Online Accessibility Management Software that will allow the District users to generate reports in multiple formats that identify the architectural barriers within the District's outdoor recreational areas and facilities.

Phase 3 – ADA Transition Plan

1. In collaboration with the District:
 - DAC will provide the District with sample public input surveys and publications for review and approval by the District
 - DAC will provide the District with options and assistance to complete the required public input process
2. DAC will assist the District to prioritize barrier removal projects and can propose barrier removal solutions for public buildings.
3. DAC will assist the District to prioritize barrier removal projects and can propose barrier removal solutions for outdoor recreation facilities to support the District in implementing the transition plan.
4. DAC will adjust the costs contained in DACTrak to utilize any established District costs.
5. DAC will incorporate feedback from the District's advisory committee and the public input process into the draft Executive Summary.
6. If requested, DAC will prepare an informational presentation of the project and summary of findings for the Draft ADA Transition Plan for the District Board.

Phase 3 Deliverables:

DAC will provide the district with the following items:

1. An ADA Transition Plan report and Executive Summary
2. A summary of public input
3. A description of the methodology for building and facility evaluations
4. A description of the methodology for prioritization of barrier removal
5. Reports that provide detailed costs for removing each barrier
6. A summary of remediation costs regarding barriers that the District has removed
7. At least one digital photograph of each barrier and a location description for reference to each barrier
8. Two on-line training sessions for District staff regarding the use of DACTrak
9. Training regarding tools within the DACTrak software for District staff to customize an implementation phasing schedule

10. Suggested reference materials for inspection and repair guidelines to ensure on-going compliance to maintaining accessible features

Overall Project Deliverables:

1. DAC will provide a final report of all findings and recommendations that will be contained in the DACTrak Online Accessibility Software and made available to District staff through secure logins.
2. DAC will provide, at no cost to the District, a license to the DACTrak accessibility management software for a period of three years after completion of the project to allow the District to easily manage, implement and update the accessibility plan. Additional years can be purchased at \$1,000 per year and includes the secure storage, web-based access and code updates.
3. DAC will provide the District with an executive summary that provides a high-level overview to the report and recommendations. DAC will provide one (1) printed copies of the final report as well as ADA compliant PDF files of the report, appendices, and the executive summary that are compliant with WCAG V2.0 Level AA Standards.



COST PROPOSAL

1. Total estimated cost for the physical survey of the District’s facilities and parks: **\$98,600**

Sites Included:

- | | |
|------------------------------|-------------------------------|
| 1. Adolfo Park | 14. Freedom Center |
| 2. Arneill Ranch Park | 15. Heritage Park |
| 3. Birchview Park | 16. Las Posas Equestrian Park |
| 4. Bob Kildee Community Park | 17. Laurelwood Park |
| 5. Calleguas Creek Park | 18. Lokker Park |
| 6. Camarillo Grove Park | 19. Mel Vincent Park |
| 7. Carmentia Park | 20. Mission Oaks Park |
| 8. Charter Oak Park | 21. Nancy Bush Park |
| 9. Community Center Park | 22. Pitts Ranch Park |
| 10. Dos Caminos Park | 23. Pleasant Valley Fields |
| 11. Encanto Park | 24. Quito Park |
| 12. Foothill Park | 25. Springville Park |
| 13. Freedom Park | 26. Trailside Park |
| • Parks Office and Shop | 27. Valle Lindo |
| • Preschool Building | 28. Woodcreek Park |
| • Co-Op | 29. Woodside Park |

2. Review of policies, procedures and programs and public input process: **\$4,000**

3. DACTrak Licensing: **\$0.00**

- a. Provided at no cost for Year 1.
- b. Year 2 and beyond DACTrak licensing is \$1,000/year.

Initial Cost Proposal: \$102,600

DAC/CAPRI Cost Savings Summary

1. Total estimated cost for facility and park inspections: **\$98,600**
(Less 20% cost savings provided by DAC and CAPRI): **(\$19,720)**

TOTAL with 20% savings: \$78,880

2. Review of policies, procedures, programs and public input: **\$4,000***

- a. *DAC is providing training for District to complete this requirement.
- b. There is NO COST to the District for this training.
- c. If District completes own review and public input, cost is reduced (\$4,000) **(\$4,000)**

TOTAL: \$0.00

3. Total Cost Options

- a. *If District completes own review of policies and public input: **\$78,880**
 - \$98,600 - \$19,720 (20% savings) = \$78,880

- b. If District elects to have DAC complete its review of policies and public input: **\$82,880**

SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES

Based upon experience, a project milestone chart is provided in months. It is estimated that the project will be completed in 6 months, or sooner.

Scope of Service –Activity or Task	1	2	3	4	5	6
DAC Team Meeting with District kick-off meeting; survey methodologies, deliverables and schedule confirmation						
Project planning, scheduling, procedures review						
Field inspection data compiled (compiled on a daily basis and available for review throughout the inspection process)						
Public input and community outreach						
Draft Self-Evaluation of services, policies, programs and practices						
First Draft Presentation to selected District staff (recommended that the review occur at several milestones, not only at the conclusion)						
Final Draft						
Deliverables completed and provided to District						

9. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board - Report
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager's Report
- I. Board Members

Ventura County Consolidated Oversight Board

Report from July 28, 2021 meeting by Mike Mishler

(1) Board approved sale of 'The Town Theater' by City of Fillmore for \$100,000

- Remaining properties held

Fillmore 3

Moorpark 2

Oxnard 7

San Buenaventura 3

Simi Valley 1

(2) Will be starting to review upcoming proposed (for FY 2022-23) Recognized Obligation Payment Schedules (ROPS) starting this September 22.

- Board action reduced administrative costs by \$350,000 for FY 2020-21
- Board action reduced administrative costs by \$308,000 for FY 2021-22

(3) Attachment (see next page) provides details of the remaining bonds for each Successor Agency

- Overview of Bond Maturity Schedule

<u>Fiscal Year</u>	<u># of Bonds</u>	<u>Successor Agency</u>
FY22	1	Thousand oaks
FY23	1	Port Hueneme
FY25	1	Santa Paula
FY27	1	Oxnard
FY28	1	San Buenaventura
FY31	2	Fillmore, Simi Valley
FY32	2	Moorpark, Thousand Oaks
FY33	1	Camarillo
FY36	2	Oxnard
FY37	2	Camarillo, Oxnard
FY39	4	Moorpark, Oxnard, San Buenaventura, VC Piru
FY42	2	Camarillo

