

**PLEASANT VALLEY RECREATION & PARK DISTRICT
CITY OF CAMARILLO, CITY HALL COUNCIL CHAMBERS
601 CARMEN DR., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
April 4, 2018**

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #590

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.
- 5. PRESENTATIONS**
 - A. District Highlights
- 6. PUBLIC COMMENT** - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.
- 7. CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.
 - A. **Minutes for Regular Meeting of March 7, 2018 and Special Meeting of March 12, 2018**
Approval receives and files minutes.
 - B. **Warrants, Accounts Payable & Payroll**
Approval of District's disbursements dated on or before March 15, 2018.
 - C. **Financial Report**
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for February 28, 2018.

- D. Consideration and Approval of Resolution No. 588 Proclaiming May 2018 as Older American's Month**
Approval establishes Board recognition of May as Older American's Month.
- E. Consideration and Approval of Resolution No. 589 Proclaiming April 2018 as Arbor Month**
Approval establishes Board recognition of April as Arbor Month.
- F. Consideration and Approval of District Budget Transfer Policy**
Approval authorizes the General Manager together with the Administrative Manager to make four (4) budget transfers limited to one (1) transfer per quarter between \$5,000 and \$10,000.
- G. Lump Sum vs Monthly CalPERS Unfunded Liability Payment**
Approval authorizes staff to pay CalPERS an annual payment for fiscal year 2018-2019 for the unfunded liability.

8. NEW ITEMS - DISCUSSION/ACTION

- A. Consideration and Adoption of Surplus District Property Disposal Policy**
The policy establishes uniformity of procedures regarding the disposition of surplus personal property owned by the District.

Suggested Action: A MOTION to Adopt the Surplus District Property Disposal Policy.

- B. Consideration and Approval of Bid Award for the Wood Replacement at Bob Kildee Park Pavilion**
The wooden pavilion covering at Bob Kildee Park's Picnic Area #1 is original and in need of repair.

Suggested Actions: A MOTION to Approve and authorize the General Manager to enter into an agreement with Dekan Construction Corp. for the wood replacement at Bob Kildee Park Pavilion.

- C. Approval of Bid Specifications for the Parks Maintenance Yard Driveway**
The driveway at the Parks Maintenance Yard is deteriorated and in need of repair.

Suggested Actions: A MOTION to Approve the attached bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

- D. Consideration and Approval to Nominate a Candidate for the CSDA Board of Directors Seat A**
The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Seat A for the 2019-2021 term. Director Magner is the current Seat A holder.

Suggested Actions: A MOTION to Nominate a candidate for the CSDA Board of Directors Seat A.

9. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager's Report

10. ORAL COMMUNICATIONS- Informal items from Board Members or staff not requiring action.

11. ADJOURNMENT

Notes: The Board of Directors reserves the right to modify the order in which agenda items are heard. Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the Friday preceding the Wednesday Board meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
March 7, 2018**

1. CALL TO ORDER

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 6:00 p.m. by Chairman Malloy.

Call to Order

2. PLEDGE OF ALLEGIANCE

Eric Storrie led the pledge.

3. ROLL CALL

Ayes: Dixon, Mishler, Magner, Kelley, Chairman Malloy

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Administrative Analyst Megan Hamlin, Customer Service Lead and Recording Board Secretary Karen Roberts, Park Supervisor Nick Marienthal, Recreation Supervisors Lanny Binney, Jane Raab and Macy Andersen, Jim Mello, Lisa Willard, Connie Sloan, and Travis Hole.

Roll Call

4. AMENDMENTS TO THE AGENDA

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the agenda as presented.

**Motion to
Approve Agenda**

Voting was as follows:

Ayes: Magner, Dixon, Mishler, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

5. PRESENTATIONS

A. District Highlights

Administrative Analyst Megan Hamlin presented the highlights of the District's March/April activities, programs, and special events along with a spotlight on facility rentals at Camarillo Grove Park. In sports, Adolfo Camarillo High School will be playing local rival Rio Mesa High School in varsity baseball on March 9th at Veteran's Field. The Senior Center will be holding a rummage sale on April 14th, an "Explore your City" presentation on April 10th, a spring dance on April 17th, and the 50+ Expo on May 1st. At the Aquatic Center, there will be lifeguard training over spring break and lifeguard tryouts on March 17th & 24th. Classes and hikes at Camarillo Grove Park continue and Easter Eggstravaganza will be held March 31st at the Community Center.

The District's spotlight on Camarillo Grove Park highlighted its rental sites. The 24+ acre park features an enclosed dog park, Nature Center, five reservable picnic shelters, playgrounds and nature trails. The park held over 100 picnics, rental and events in 2017 including the Foundation's Annual Party for the Parks fundraiser in August. The shelters

accommodate from 60 to 300 people and offer barbecues, horseshoe pits, tree shade and access to beautiful trail heads and fun educational interactive displays at the Nature Center.

B. Camarillo Cosmos Youth Track Club

Recreation Supervisor Lanny Binney introduced Lisa Willard, president of Cosmos and Connie Sloan, treasurer of Cosmos. The club offers track for ages 7 to 16 with a season running from February through May with about 300 students. Registration is about \$115 with a uniform cost of \$35. There are 65 coaches and team parents and the students are awarded trophies with their season's best records. The Camarillo Cosmos Club works with Adolfo Camarillo and Rio Mesa high school as a feeding system for their teams and were able to provide new starting blocks at ACHS through a partnership with Dick's Sports.

6. PUBLIC COMMENT

Administrative Analyst Anthony Miller received one speaker card. Jim Mello of Camarillo stated that pickleball players are limited by the amount of back court when two courts are placed on a tennis court. Four pickleball courts can fit on one tennis court and if the lights were moved, there would be room for six pickleball courts on one tennis court. Mr. Mello stated that motion detecting lights might help with vandalism.

7. CONSENT AGENDA

- A. Minutes for Special Meeting of January 29, 2018 and Regular Meeting of February 7, 2018
- B. Warrants, Accounts Payable & Payroll thru February 15, 2018
- C. Financial Report
- D. Consideration for Setting Dates for Budget Workshops
- E. Consideration and Approval of Contract Extension for the Park Maintenance and Recreation Improvement District
- F. Consideration and Adoption of Resolution No. 586 Requesting that the General District Election to be Held on November 6, 2018 be Consolidated with Other Elections Called to be Held on the Same Day and in the Same Territory
- G. Consideration and Adoption of Resolution No. 587, Indicating, in the Event of a Tie, the Winner in the Board Member Elections will be Determined by Lot

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the Consent Agenda.

Voting was as follows:

Ayes: Magner, Mishler, Dixon, Kelley, Chairman Malloy

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Consent Agenda**

Carried

8. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of Bid Specifications for Tennis Court Resurfacing and Court Conversion at Bob Kildee Park

Park Supervisor Nick Marienthal provided the bid specifications which include fence repair, court resurfacing, converting two tennis courts into four pickleball courts and converting one tennis court into a multi-use court at Bob Kildee Park. Discussion included

the available room on the back courts of the proposed pickleball courts, the sketch not being to scale, no problems with neighbors with City ordinance and contractors, and portable nets to be provided for the multi-use court by the pickleball players.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the bid specifications for tennis court resurfacing and pickleball court conversion at Bob Kildee Park and direct staff to solicit proposals for the approved bid specifications.

Motion to Approve Bid Specs for Bob Kildee Court Resurfacing and Conversion

Voting was as follows:

Ayes: Magner, Dixon, Mishler, Kelley, Chairman Malloy

Noes:

Absent:

Carried

Motion: Carried

B. Consideration and Approval of the FY 2016-2017 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPA(s)

Administrative Services Manager Leonore Young introduced Travis Hole, a partner with Moss, Levy & Hartheim LLP, CPA(s). Ms. Young stated that the audit was clean and unmodified. There was a jump in revenue from 2016 to 2017 due to receipt of \$3.148 million in Quimby Fees and a 1.3% increase in revenue from property tax. CalPERS unfunded liability will continue to be a significant strain on the District's budget as its investment returns fall and the amount due each year increases. Discussion included the importance of paying an annual payment on the unfunded liability versus monthly payments at a higher rate.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve the Annual Financial Report for FY 2016-2017 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

Motion to Approve Audit for FY16-17

Voting was as follows:

Ayes: Magner, Chairman Malloy, Dixon, Mishler, Kelley

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Approval of Managed Information Technology Services Request for Proposal

Administrative Analyst Anthony Miller presented an RFP for managed IT services to meet the requirements of the District's 2017 IT equipment upgrade. The current service agreement with ACT USA is limited and does not address the current needs of the upgraded system. For cost efficiency reasons, the option to retain a private IT contractor is considered over developing an in-house IT staff. Discussion included the need for two back-ups, the consideration of cloud back-up services, and the evaluation of service needs.

Chairman Malloy called for a motion. A motion was made by Director Wagner and seconded by Director Mishler to approve the Request for Proposals (RFP) for managed Information Technology (IT) Services.

**Motion to
Approve RFP
For IT Services**

Voting was as follows:

Ayes: Wagner, Mishler, Dixon, Kelley, Chairman Malloy

Noes:

Absent:

Carried

Motion: Carried

9. INFORMATIONAL ITEMS

- A. Chairman Malloy - Chairman Malloy attended the CGSA season opening with Director Mishler and General Manager Mary Otten. Mr. Malloy visited Laguna Woods in Orange County with Art Roberts to view their lawn bowling fields which have been redone with an artificial surface. They also visited dual grass bowls at Laguna Beach and Newport Beach. Mr. Malloy spent four days on jury duty for a DUI case and was impressed with the various agencies that assist in these cases. Chairman Malloy also reported that CalPERS has recently decided that starting in 2019, new unfunded liabilities will have an accelerated payment plan of 20 years versus the current 30 year plan. This will make those that benefit to be more accountable and it will reduce the chance that the fund drops below the 50% funding ratio. Unfunded liabilities will continue as people are expected to live longer, the actuarials and demographics change and the investment returns drop.
- B. Ventura County Special District Association/California Special District Association- Director Wagner reported VCSDA will meet on April 3rd at the Conejo Recreation and Park District. For CSDA, Ms. Wagner is traveling up to Sacramento for the legislative group and there is a webinar on March 15 for the Legislative Roundup.
- C. Santa Monica Mountains Conservancy – Director Mishler reported no meeting for February.
- D. Standing Committees – Finance - Directors Mishler and Kelley attended the meeting which included information for Fund 30 to be set up and reported on a monthly basis. Liaison – Director Wagner reported that there will be a committee meeting on March 14th followed by a combined meeting with the City on March 29th. Personnel – No meeting. Policy - Director Dixon reported that discussion continues regarding with community service group relationships and also skatepark issues.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Wagner stated that there are exciting plans for fundraisers coming up along with food trucks taking part in the District's Friday Night Summer Movies in the Park.
- F. General Manager's Report – General Manager Otten reported that an Eagle Scout is working on placing leash posts at the three dog parks. The auditorium patio is almost completed with DG, pavers and shrubs and work has begun on the renovation of the auditorium restrooms. Park signage should be complete by May and park vehicles will be done in about 45 days. Legislative updates that may affect revenue are being followed closely including residential property tax base transfers, a super majority vote to be needed on new assessment districts, and potential commercial property tax break reform. Committee meetings coming up are Liaison and Personnel on the 14th and Policy on the 15th. Ms. Otten met with Pleasant Valley School District officials and

stated that there may be some changes at the school property and adjacent park property on Temple Avenue with Pleasant Valley School of Engineering and Arts (PVSEA) moving to the Temple Avenue location from its current Bedford Drive location. The gates on the fields will need to be closed during the day. There will be 8th graders at the school and they may need to use some of the baseball fields. Fencing that CPBA usually puts up may need to be addressed and not left up all year and there may be some potential space issues. Director Magner asked about the gates on Eston Street which are usually closed. Director Kelley asked if the District would have to pay for school district staff time to open the gates each time. Ms. Otten stated that the gates would be left open after school hours for park use. Director Magner reported that CPBA does maintenance on the grass and fields during the day and Ms. Otten said that anyone on the fields during the day would have to be fingerprinted and on file with the school district.

10. ORAL COMMUNICATIONS

Director Magner requested that the status of the District's CD's be reported to include rates and what was rolled. CPBA's season opening was postponed due to rain, but will be celebrated during spring break. Ms. Magner thanked Administrative Analyst Anthony Miller and staff for the staff reports. Director Mishler reported that he and Director Malloy will be attending the Calleguas Water tour of the Colorado River and the Hoover Dam on April 28th & 29th. Director Kelley reported that it was a shame that a large number of bills for water reservoirs were all defeated in Sacramento.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:12 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Minutes of Special Meeting
March 12, 2018**

1. CALL TO ORDER

Call to Order

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:07 p.m. by Chairman Malloy.

2. PLEDGE of ALLEGIANCE

3. ROLL CALL

Roll Call

Ayes: Dixon, Mishler, Magner, Kelley, Chairman Malloy

Absent:

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Lead and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin and City Attorney Brian Pierik.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATION/PUBLIC FORUM

No comments.

6. CLOSED SESSION

A. Conference with legal Counsel – Anticipated Litigation

The Board conducted a closed session because there is significant exposure to litigation in two cases pursuant to Govt. Code Section 54956.9(e)(3).

B. Conference with Real Property Negotiator

The Board conducted a closed session, pursuant to Government Code Section 54956.8, to consider negotiations and to give direction to its negotiators regarding that certain real property, 1030 Temple Avenue, APN 166002032 with representatives of the District Board. The Board's property negotiator, General Manager Mary Otten, sought direction from the District Board regarding the price and terms for this property.

7. RECONVENE INTO OPEN SESSION [Govt. Code Section 54957.7]

Disclosure of actions taken in closed session, as applicable [Govt. Code Section 54957.1].

8. REPORT ANY ACTION TAKEN IN CLOSED SESSION

No action taken.

9. COMPENSATION AGREEMENT FOR HOTEL CONFERENCE CENTER

Administrative Analyst Anthony Miller provided background regarding the state dissolution of the long-standing redevelopment agencies (RDAs), the City of Camarillo’s current role as Successor Agency and its Long-Range Property Management Plan (LRPMP). Included within the plan is a Hotel Conference Center Site located at the northeast corner of Las Posas Road and Ventura Boulevard which the Agency has currently in escrow with a developer. As a taxing entity, the District stands to receive an annual property tax allocation factor of .0048864566 from the proposed sale of the property. The City has submitted a Compensation Agreement required within the LRPMP to request the District’s signature. City Attorney Brian Pierik was present for questions.

Discussion included the impact of the District’s current obligation of an annual \$370,000+ redevelopment fee, bond counsel’s interpretation that the proceeds from the hotel property sale can be restored as “unspent bond proceeds” and then used to finance the drainage channel required at the site; question as to whether RDA funds are being rolled over versus redistributed, the District’s capability to generate income for hotels with tournaments but yet not receive any percentage from this income, the need to get in on the ground floor of the new convention hotel because of local sports groups that will use the developed property, request for the City as the assessor agency to take a look at the redevelopment area boundaries to see if improvements at Freedom Park could be considered, and the need of the City to keep the District’s concerns on the front burner.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to move forward and approve the General Manager to sign the Compensation Agreement for the Hotel Conference Center with the City of Camarillo.

Motion to Approve GM to Sign Comp Agreement With City

Voting was as follows:

Ayes: Magner, Dixon, Chairman Malloy

Noes: Mishler, Kelley

Absent:

Carried

Motion: Carried

10. POTENTIAL SPECIAL EVENTS

Recreation Services Manager Eric Storrie reviewed various proposals for charging for special events on District property. Mr. Storrie included site rental, administrative processing fees, staffing expenses, extras like portables and parking, and recovery days for larger events on grass fields. General Manager Mary Otten pointed out that one of the Board’s goals was to look at increased revenues from District properties. Discussion included the need to know net costs of specific events, concern with wear and tear on certain properties and issues with out of district groups and local groups desiring the same fields; the limitations of the sod at Pleasant Valley Fields due to its poor soil structure, suggestion of at least one extra baseball, softball and soccer tournament per year to increase revenues; question as to the ability of local hotels to assist with sponsorships, impact of extra field usage on the regular user groups’ ability to use the fields, the impact of college showcase

tournaments, the need for more sustainability from some of the District's biggest assets, potential of field improvements that will benefit the District, and the need for larger events to go before the Board for approval.

11. ORAL COMMUNICATIONS

None.

12. ADJOURNMENT

Chairman Malloy adjourned the meeting at 7:50 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Mark Malloy
Chairman

**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: April 4, 2018

SUBJECT: FINANCE REPORT FEBRUARY 2018

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for February 28, 2018 for Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH FEBRUARY 28, 2018

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2017 through February 28, 2018 with a year-to-date comparison for the period of July 1, 2016 through February 28, 2017. The percentage rate used for the 2017-2018 fiscal year budget is 66% for Period 8 of the fiscal year.

REVENUES

Total revenue for the 8th month ending February 28, 2018 for Fund 10 (General Fund) has an overall increase of \$272,965 in comparison to fiscal year 2016-2017. Most of the increase is due to the following same items as last month: 1) ROPS Reimbursement (\$129,115), 2) Current Year Secured (\$106,202) and 3) Rental (\$40,150) having an increase over the same period as last year. These variances are due to the receipt of ROPS from California State University Channel Islands (CSUCI) and Secured Tax Apportionment which is up by 3.2% over the same period as last year and Rental income which has increased by 15% over the same period as last year.

Total revenue for the 8th month ending February 28, 2018 for Fund 20 (Assessment District) is at 56.7% of budget which is consistent as January 2018. The overall revenue budget is 9.29% below expected budget. The District will see an improvement in the Assessment District revenue once the April tax apportionment is received.

Fund 30 was created in February 2018 for transparency purposes and for easier accounting of the Park Dedication Fee, also known as the Quimby Fee. By keeping the Quimby Fees in a separate fund, this will allow for the Board along with the citizens of Camarillo to see the balance the District has in Quimby Funds along with projects the fees have been spent on. The District has not received any Quimby Fees this fiscal year, therefore the only revenue the fund has earned is interest earnings on investments. As of February 28, 2018, Fund 30 has earned \$8,490.50.

EXPENDITURES

Personnel Expenditures have increased by \$183,056 for FY 2017-2018 in comparison to personnel expense for the same time last year. Most of the increase is due to: 1) CalPERS Unfunded Liability (\$110,630), 2) Part-Time Salaries (\$56,902) and 3) Worker Compensation (\$17,732). The variances in CalPERS Unfunded Liability is due to the District paying the unfunded liability in full in fiscal year 2017-2018, part-time salaries which are up in comparison to last year due to positions being filled and Workers Compensation which has increased due to positions being filled and workers compensation rates increasing.

Service and Supply Expenditures have increased \$494,692 in comparison to the same period as last year. This increase is primarily due to the following items: 1) COP Debt Service Payment PV Fields (\$164,273), 2) Water (\$96,072), 3) RDA Collection Fee (\$24,078), 4) Electrical (\$18,535) and 5) Business Services (\$18,103). The Debt Service payment increase is due to moving a portion of the 2017 COP payment to the General Fund, as this expense has been paid out of the Assessment District fund in prior years; this variance will be a constant through the entire fiscal year. Water has increased due to the warm and windy weather conditions Camarillo has experienced, which caused the District to use more of its budgeted water funds. The RDA Collection Fee has increased based on the amount the District receives in tax apportionment in December. Electrical has increased over the same time period from last year. Last year at this time Camarillo was experiencing "rain-outs", therefore the sports groups were not using the fields and lights were not needed. Business Services is up due to the timing of payments.

Fund 20 is at 57.6% in Personnel and 62.8% in Service and Supplies. The Assessment District is staying within budget in all categories.

Fund 30 has no Personnel or Service and Supplies expenses as of February 28, 2018.

The Capital projects are at 55.6% of budget on capital improvement projects.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 10% and Fund 20 by 3.8%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for February 28, 2018 for Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of February 28, 2018 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of February 28, 2018 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of February 28, 2018 Fund 30
(1 page)

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
February 2018 66%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ 3,168,418.70	\$ 3,274,620.96	\$ 6,126,646.00	\$ 2,852,025.04	53.45%
Tax Apport Cur Year Unsec	5120	\$ -	\$ 132,002.25	\$ 104,473.45	\$ -	\$ 104,473.45	0.00%
Tax Apport Prior Year Sec	5130	\$ -	\$ 61,143.80	\$ 37,380.77	\$ -	\$ 37,380.77	0.00%
Tax Apport Prior Year Unsec	5140	\$ 3.32	\$ 5,910.95	\$ 4,559.32	\$ -	\$ 4,559.32	0.00%
Tax Deeded Sales	5150	\$ 19.22	\$ -	\$ 45.52	\$ -	\$ 45.52	0.00%
Cur Supplemental Pass Thru	5210	\$ -	\$ 17,287.89	\$ 41,776.01	\$ -	\$ 41,776.01	0.00%
HOPTR	5230	\$ -	\$ 23,043.62	\$ 23,304.76	\$ -	\$ 23,304.76	0.00%
HOPTR Prior Year	5231	\$ -	\$ -	\$ 15,982.52	\$ -	\$ 15,982.52	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ 200.83	\$ 140.99	\$ -	\$ 140.99	0.00%
Interest Earnings	5310	\$ 119.14	\$ 14,657.87	\$ 13,647.68	\$ 18,690.00	\$ 5,042.32	73.02%
MBS Interest Earnings	5320	\$ 8,376.60	\$ 16,572.18	\$ 533.67	\$ -	\$ 533.67	0.00%
Dividends CAPRI Prior Years	5460	\$ -	\$ 10,594.50	\$ -	\$ -	\$ -	0.00%
Park Patrol Citations	5506	\$ 286.22	\$ 2,495.16	\$ 2,007.56	\$ 3,025.00	\$ 1,017.44	66.37%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract Classes Public Fees	5510	\$ 14,319.11	\$ 342,563.01	\$ 158,561.20	\$ 235,111.00	\$ 76,549.80	67.44%
Public Fees	5511	\$ 25,148.15	\$ -	\$ 190,876.51	\$ 403,610.00	\$ 212,733.49	47.29%
Swim Passes	5513-5529	\$ 3,606.14	\$ 36,128.71	\$ 34,595.28	\$ 65,445.00	\$ 30,849.72	56.70%
Rental	5530	\$ 44,042.72	\$ 229,321.65	\$ 266,472.01	\$ 347,727.00	\$ 81,254.99	76.63%
Cell Tower Revenue	5535	\$ 4,458.90	\$ 48,000.19	\$ 50,484.09	\$ 82,272.00	\$ 31,787.91	61.36%
Annual Passes	5536	\$ 332.00	\$ 1,182.30	\$ 5,257.25	\$ -	\$ 5,257.25	0.00%
Parking Fees	5540	\$ 729.15	\$ 9,197.16	\$ 10,367.40	\$ 12,024.00	\$ 1,656.60	86.22%
Indemnity Revenue	5545	\$ -	\$ -	\$ 11,570.75	\$ -	\$ 11,570.75	0.00%
Dues	5550	\$ 188.00	\$ 923.00	\$ 1,284.00	\$ 2,208.00	\$ 924.00	58.15%
Activity Guide Revenue	5555	\$ 300.00	\$ 9,590.00	\$ 9,030.00	\$ 8,800.00	\$ 230.00	102.61%
Gain/(Loss) LAIF Investments	5565	\$ -	\$ 1,703.98	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ 538.00	\$ 91,385.00	\$ 83,131.45	\$ 80,620.00	\$ 2,511.45	103.12%
Grant HCF	5573	\$ -	\$ 36.75	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ 3,265.47	\$ 48,385.67	\$ 42,919.91	\$ 53,133.00	\$ 10,213.09	80.78%
Cash Over/Under	5580	\$ -	\$ 25.00	\$ 75.00	\$ -	\$ 75.00	0.00%
Incentive Income	5585	\$ 533.42	\$ 1,513.81	\$ 7,436.69	\$ 3,340.00	\$ 4,096.69	222.66%
Reimbursement ROPS	5600	\$ -	\$ 165,408.89	\$ 294,523.81	\$ 290,000.00	\$ 4,523.81	101.56%
Reimb Needs Assessment	5605	\$ 7,232.50	\$ -	\$ 25,599.75	\$ -	\$ 25,599.75	0.00%
Revenue		\$ 113,498.06	\$ 4,437,692.87	\$ 4,710,658.31	\$ 7,732,751.00	\$ 3,586,216.11	60.92%
YTD Comparison				\$ 272,965.44			
Expense							
Full Time Salaries	6100	\$ 159,962.08	\$ 1,350,068.15	\$ 1,339,027.04	\$ 2,244,711.00	\$ 905,683.96	59.65%
Overtime Salaries	6101	\$ 1,804.41	\$ 7,005.11	\$ 10,813.28	\$ 32,225.00	\$ 21,411.72	33.56%
Car Allowance	6105	\$ 3,424.02	\$ 5,730.18	\$ 6,893.41	\$ 10,800.00	\$ 3,906.59	63.83%
Cell Phone Allowance	6108	\$ 1,527.46	\$ 8,933.37	\$ 9,703.61	\$ 17,550.00	\$ 7,846.39	55.29%
PartTime Salaries	6110	\$ 40,651.79	\$ 327,432.95	\$ 384,334.76	\$ 707,997.00	\$ 323,662.24	54.28%
Retirement	6120	\$ 26,824.50	\$ 220,669.45	\$ 220,918.70	\$ 400,037.00	\$ 179,118.30	55.22%
457 Pension	6121	\$ 135.22	\$ 6,906.40	\$ 6,906.40	\$ 7,945.00	\$ 1,038.60	86.93%
Employee Insurance	6130	\$ 17,766.83	\$ 146,067.14	\$ 136,814.08	\$ 309,067.00	\$ 172,252.92	44.27%
Workers Compensation	6140	\$ 11,111.20	\$ 74,792.16	\$ 92,523.82	\$ 145,957.00	\$ 53,433.18	63.39%
Unemployment Insurance	6150	\$ -	\$ 3,348.33	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
Loan Pension Obligation	6160	\$ 25,031.25	\$ 36,598.03	\$ 52,042.75	\$ 238,043.00	\$ 186,000.25	21.86%
OPEB Expense	6161	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	0.00%
PERS Unfunded Liability	6170	\$ 12,851.00	\$ 134,565.28	\$ 245,195.00	\$ 245,195.00	\$ -	100.00%
Personnel		\$ 301,089.76	\$ 2,322,116.55	\$ 2,505,172.85	\$ 4,373,527.00	\$ 1,868,354.15	57.28%
YTD Comparison				\$ 183,056.30			
Services and Supplies							
Telephone	6210	\$ 794.57	\$ 7,829.55	\$ 6,655.24	\$ 11,556.00	\$ 4,900.76	57.59%
Internet Services	6220	\$ 1,887.32	\$ 16,815.01	\$ 15,055.71	\$ 33,882.00	\$ 18,826.29	44.44%
Pool Chemicals	6310	\$ 957.15	\$ 4,146.91	\$ 4,063.52	\$ 12,000.00	\$ 7,936.48	33.86%
Janitorial Supplies	6320	\$ 12,713.36	\$ 30,543.15	\$ 36,308.79	\$ 48,325.00	\$ 12,016.21	75.13%
Kitchen Supplies	6330	\$ -	\$ 343.48	\$ 420.97	\$ 1,510.00	\$ 1,089.03	27.88%
Food Supplies	6340	\$ 68.62	\$ 3,863.80	\$ 3,060.61	\$ 7,811.00	\$ 4,750.39	39.18%
Water Maint & Service	6350	\$ 52.15	\$ 724.40	\$ 439.45	\$ 1,380.00	\$ 940.55	31.84%
Laundry/Wash Service	6360	\$ -	\$ -	\$ 20.00	\$ 680.00	\$ 660.00	2.94%
Insurance Liability	6410	\$ 49,713.97	\$ 87,921.00	\$ 98,292.97	\$ 100,434.00	\$ 2,141.03	97.87%
Fuel	6510	\$ 2,896.39	\$ 20,615.35	\$ 21,970.71	\$ 41,000.00	\$ 19,029.29	53.59%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
February 2018 66%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Vehicle Maintenance	6520	\$ 1,583.96	\$ 17,780.39	\$ 21,607.26	\$ 34,200.00	\$ 12,592.74	63.18%
Office Equipment Maintenance	6530	\$ -	\$ 75.59	\$ 400.00	\$ 900.00	\$ 500.00	44.44%
Computer Equip Maintenance	6540	\$ -	\$ 106.18	\$ 1,625.06	\$ 2,800.00	\$ 1,174.94	58.04%
Building Repair	6610	\$ 4,613.50	\$ 37,930.25	\$ 30,912.63	\$ 78,315.00	\$ 47,402.37	39.47%
Bldg Equip Maint/Repair	6620	\$ 9,328.00	\$ 9,366.38	\$ 22,916.27	\$ 35,700.00	\$ 12,783.73	64.19%
Improvements/Maintenance	6630	\$ 14,469.00	\$ 16,794.05	\$ 18,927.05	\$ 40,200.00	\$ 21,272.95	47.08%
Incidental Costs Assess	6709	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	0.00%
Grounds Maintenance	6710	\$ 6,204.45	\$ 53,257.84	\$ 48,609.51	\$ 88,980.00	\$ 40,370.49	54.63%
Tree Care Assess	6719	\$ -	\$ -	\$ 225.00	\$ 11,000.00	\$ 10,775.00	2.05%
Park Amenities Assess	6722	\$ -	\$ -	\$ 1,652.75	\$ -	\$ 1,652.75	0.00%
Park Signage (Branding)	6725	\$ -	\$ 3,364.14	\$ 304.00	\$ 24,000.00	\$ 23,696.00	1.27%
Contracted Pest Control	6730	\$ 425.00	\$ -	\$ 425.00	\$ 2,000.00	\$ 1,575.00	21.25%
Rubbish & Refuse	6740	\$ 10,233.16	\$ 29,566.76	\$ 43,085.91	\$ 56,800.00	\$ 13,714.09	75.86%
Vandalism/Theft	6750	\$ 135.02	\$ 101.80	\$ 378.51	\$ 2,000.00	\$ 1,621.49	18.93%
Memberships	6810	\$ 300.00	\$ 12,860.93	\$ 12,243.18	\$ 14,310.00	\$ 2,066.82	85.56%
Office Expense	6900	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Office Supplies	6910	\$ 473.82	\$ 8,932.92	\$ 14,124.25	\$ 23,314.00	\$ 9,189.75	60.58%
Postage Expense	6920	\$ 4,761.81	\$ 17,418.05	\$ 17,504.21	\$ 27,100.00	\$ 9,595.79	64.59%
Advertising Expense	6930	\$ 1,601.52	\$ 8,777.92	\$ 6,662.60	\$ 15,592.00	\$ 8,929.40	42.73%
Printing Charges	6940	\$ 920.06	\$ 6,909.84	\$ 6,412.40	\$ 19,543.00	\$ 13,130.60	32.81%
Bank & ActiveNet Charges	6950	\$ 4,319.48	\$ 29,474.95	\$ 31,700.33	\$ 45,990.00	\$ 14,289.67	68.93%
Approp Redev/Collection Fees	6960	\$ -	\$ 162,953.47	\$ 187,031.42	\$ 374,070.00	\$ 187,038.58	50.00%
Minor Furn Fixture & Equip	6980	\$ -	\$ 988.60	\$ 775.32	\$ 1,683.00	\$ 907.68	46.07%
Comp Hardware/Software Exp	6990	\$ -	\$ 2,021.23	\$ 4,869.49	\$ 13,564.00	\$ 8,694.51	35.90%
Fingerprint Fees (HR)	7010	\$ 115.00	\$ 704.00	\$ 779.00	\$ 2,440.00	\$ 1,661.00	31.93%
Fire & Safety Insp Fees	7020	\$ -	\$ 956.05	\$ 1,990.10	\$ 3,140.00	\$ 1,149.90	63.38%
Permit & Licensing Fees	7030	\$ 269.00	\$ 2,452.34	\$ 6,276.29	\$ 4,400.00	\$ 1,876.29	142.64%
State License Fee	7040	\$ -	\$ -	\$ 341.25	\$ -	\$ 341.25	0.00%
Professional Services	7100	\$ -	\$ 400.00	\$ 400.00	\$ 500.00	\$ 100.00	80.00%
Legal Services	7110	\$ 9,826.00	\$ 13,564.45	\$ 25,839.04	\$ 69,150.00	\$ 43,310.96	37.37%
Typeset and Print Services	7115	\$ 172.35	\$ 23,959.04	\$ 24,295.77	\$ 50,147.00	\$ 25,851.23	48.45%
Instructor Services	7120	\$ 17,942.76	\$ 99,787.50	\$ 108,505.92	\$ 169,925.00	\$ 61,419.08	63.86%
PERS Admin Fees	7125	\$ 315.40	\$ 901.56	\$ 1,036.92	\$ 1,550.00	\$ 513.08	66.90%
Audit Services	7130	\$ 800.00	\$ 11,390.00	\$ 8,800.00	\$ 22,260.00	\$ 13,460.00	39.53%
Medical & Health Svcs (HR)	7140	\$ 75.00	\$ 825.00	\$ 1,400.00	\$ 5,500.00	\$ 4,100.00	25.45%
Security Services	7150	\$ 909.93	\$ 3,291.06	\$ 5,603.59	\$ 3,600.00	\$ 2,003.59	155.66%
Entertainment Services	7160	\$ -	\$ 895.41	\$ 737.53	\$ 3,450.00	\$ 2,712.47	21.38%
Business Services	7180	\$ 1,401.82	\$ 36,625.16	\$ 54,727.70	\$ 63,175.00	\$ 8,447.30	86.63%
Umpire/Referee Services	7190	\$ 150.00	\$ 1,180.00	\$ 860.00	\$ 1,640.00	\$ 780.00	52.44%
Subscriptions	7210	\$ 35.00	\$ 956.67	\$ 1,153.60	\$ 4,322.00	\$ 3,168.40	26.69%
Rents and Leases	7300	\$ -	\$ -	\$ 2,413.28	\$ -	\$ 2,413.28	0.00%
Rents & Leases Equip	7310	\$ 2,383.94	\$ 11,492.12	\$ 12,371.78	\$ 25,110.00	\$ 12,738.22	49.27%
Bldg/Field Leases & Rental	7320	\$ 5.00	\$ 35.00	\$ 15.00	\$ 11,466.00	\$ 11,451.00	0.13%
Event Supplies	7410	\$ -	\$ 1,416.59	\$ 845.47	\$ 2,310.00	\$ 1,464.53	36.60%
Supplies	7420	\$ -	\$ 1,785.30	\$ 4,408.06	\$ 7,175.00	\$ 2,766.94	61.44%
Bingo Supplies	7430	\$ 700.40	\$ 4,269.23	\$ 5,091.84	\$ 7,500.00	\$ 2,408.16	67.89%
Sporting Goods	7440	\$ -	\$ 6,076.96	\$ 4,992.37	\$ 8,085.00	\$ 3,092.63	61.75%
Arts and Craft Supplies	7450	\$ -	\$ 1,659.74	\$ 1,398.08	\$ 4,820.00	\$ 3,421.92	29.01%
Training Supplies	7460	\$ -	\$ 499.00	\$ 400.00	\$ 3,095.00	\$ 2,695.00	12.92%
Camp Supplies	7470	\$ -	\$ 659.52	\$ 318.50	\$ 1,080.00	\$ 761.50	29.49%
Small Tools	7500	\$ 57.82	\$ 2,904.16	\$ 5,829.29	\$ 6,400.00	\$ 570.71	91.08%
Safety Supplies	7510	\$ 131.92	\$ 2,932.88	\$ 1,698.54	\$ 7,289.00	\$ 5,590.46	23.30%
Uniform Allowance	7610	\$ 4,580.53	\$ 8,594.18	\$ 6,012.11	\$ 12,426.00	\$ 6,413.89	48.38%
Safety Clothing	7620	\$ 283.52	\$ 1,361.40	\$ 1,022.52	\$ 3,150.00	\$ 2,127.48	32.46%
Conference&Seminar Staff	7710	\$ -	\$ 2,247.68	\$ 11,142.40	\$ 20,745.00	\$ 9,602.60	53.71%
Conference&Seminar Board	7715	\$ -	\$ 487.47	\$ 735.00	\$ 2,240.00	\$ 1,505.00	32.81%
Conference&Seminar Travel Exp	7720	\$ 165.00	\$ 3,218.58	\$ 1,504.63	\$ 13,573.00	\$ 12,068.37	11.09%
Out of Town Travel Board	7725	\$ 275.00	\$ 937.75	\$ 1,386.59	\$ 6,615.00	\$ 5,228.41	20.96%
Private Vehicle Mileage	7730	\$ 283.96	\$ 2,162.73	\$ 1,648.86	\$ 4,190.00	\$ 2,541.14	39.35%
Transportation Charges	7740	\$ -	\$ -	\$ 228.01	\$ 750.00	\$ 521.99	30.40%
Buses/Excursions	7750	\$ 1,261.00	\$ 4,683.85	\$ 13,494.02	\$ 22,870.00	\$ 9,375.98	59.00%
Utilities Gas	7810	\$ 3,083.85	\$ 13,627.50	\$ 12,210.86	\$ 26,431.00	\$ 14,220.14	46.20%
Utilities Water	7820	\$ 71,769.01	\$ 404,170.13	\$ 500,242.16	\$ 757,800.00	\$ 257,557.84	66.01%
Utilities Electric	7830	\$ 14,889.98	\$ 105,422.89	\$ 123,957.47	\$ 226,374.00	\$ 102,416.53	54.76%
Airport Assessment Exp	7840	\$ -	\$ -	\$ 2,843.00	\$ -	\$ 2,843.00	0.00%
Awards and Certificates	7910	\$ -	\$ 11,443.01	\$ 8,268.41	\$ 16,490.00	\$ 8,221.59	50.14%

General Ledger
Statement of Revenues and Expenditures
Fund 10 General Fund
February 2018 66%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Meals for Staff Training	7920	\$ -	\$ 642.21	\$ 1,179.43	\$ 2,710.00	\$ 1,530.57	43.52%
Employee Morale	7930	\$ -	\$ 1,383.59	\$ 487.11	\$ 9,974.00	\$ 9,486.89	4.88%
COP Debt PV Fields	7950	\$ 20,534.08	\$ -	\$ 164,272.64	\$ 246,409.00	\$ 82,136.36	66.67%
Reserve Vehicle Fleet	7970	\$ 833.33	\$ -	\$ 6,666.67	\$ 10,000.00	\$ 3,333.33	66.67%
Reserve Computer Fleet	7971	\$ 416.67	\$ -	\$ 3,333.33	\$ 5,000.00	\$ 1,666.67	66.67%
Reserve Designated Project	7972	\$ 1,666.67	\$ 20,000.00	\$ 13,333.33	\$ 20,000.00	\$ 6,666.67	66.67%
Reserve Dry Period	7973	\$ 7,500.00	\$ 60,666.67	\$ 60,000.00	\$ 90,000.00	\$ 30,000.00	66.67%
Services and Supplies		\$ 291,286.25	\$ 1,464,152.32	\$ 1,878,177.59	\$ 3,158,015.00	\$ 1,308,097.73	59.47%
YTD Comparison				\$ 414,025.28			

Capital							
Capital	8400	\$ -	\$ -	\$ 610.96	\$ -	\$ 610.96	0.00%
HCF Grant Trails	8403	\$ -	\$ 58.87	\$ -	\$ -	\$ -	0.00%
HCF Grant Wildlife Programs	8405	\$ -	\$ 9,814.42	\$ -	\$ -	\$ -	0.00%
Eston Street Tree Removal	8408	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	0.00%
Playground Equipment	8410	\$ -	\$ 189,887.74	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ -	\$ 33,358.52	\$ -	\$ 33,358.52	0.00%
Telephone System	8421	\$ -	\$ 9,981.26	\$ -	\$ -	\$ -	0.00%
Needs Assessment	8422	\$ 13,662.50	\$ 87.38	\$ 79,017.39	\$ 68,790.00	\$ 10,227.39	114.87%
Bob Kildee Parking Lot	8423	\$ -	\$ 236.44	\$ 166,295.00	\$ 150,000.00	\$ 16,295.00	110.86%
PV Fields Parking Lot	8424	\$ -	\$ 14,361.00	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ -	\$ 15,528.45	\$ -	\$ 15,528.45	0.00%
Charter Oak Windrow	8426	\$ -	\$ -	\$ 900.00	\$ 10,000.00	\$ 9,100.00	9.00%
Bob Kildee PournPlay	8429	\$ -	\$ -	\$ 17,600.00	\$ 25,000.00	\$ 7,400.00	70.40%
Cam Grve Dog PkArtificial Turf	8430	\$ -	\$ -	\$ 19,312.93	\$ 20,000.00	\$ 687.07	96.56%
Shop DriveWay	8431	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Aquatics Tankless Wtr Heaters	8433	\$ 21,514.22	\$ -	\$ 21,514.22	\$ 37,000.00	\$ 15,485.78	58.15%
Auditorium Patio	8434	\$ 9,361.89	\$ -	\$ 9,361.89	\$ 12,000.00	\$ 2,638.11	78.02%
Auditorium Restroom Remodel	8435	\$ 124.94	\$ -	\$ 124.94	\$ 65,000.00	\$ 64,875.06	0.19%
Springville Dog Park Wall	8436	\$ -	\$ -	\$ -	\$ 81,000.00	\$ 81,000.00	0.00%
Bob Kildee Pavilion Replacemen	8437	\$ -	\$ -	\$ -	\$ 38,000.00	\$ 38,000.00	0.00%
Mission Oaks Roof	8438	\$ 17,866.00	\$ -	\$ 17,866.00	\$ 30,000.00	\$ 12,134.00	59.55%
Auditorium Ducting/Replacement	8439	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
Office Design/Carpet/Server	8440	\$ 1,364.21	\$ -	\$ 25,357.22	\$ 53,000.00	\$ 27,642.78	47.84%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ -	\$ 133,091.00	\$ 125,000.00	\$ 8,091.00	106.47%
Pickle Ball CtsPaint/Repair	8443	\$ -	\$ -	\$ -	\$ 68,400.00	\$ 68,400.00	0.00%
Capital		\$ 63,893.76	\$ 237,927.11	\$ 539,938.52	\$ 873,190.00	\$ 501,474.12	61.84%
YTD Comparison				\$ 302,011.41			

Total Expenses w/out Capital	\$ 592,376.01	\$ 3,786,268.87	\$ 4,383,350.44	\$ 7,531,542.00	\$ 3,176,451.88	58%
YTD Comparison			\$ 597,081.58			

General Ledger
Statement of Revenues and Expenditures
Fund 20 Assessment District
February 2018 66%

Description	Account	Period	Amount	One Year Prior	Actual	Year to Date	Budget	Budget Remaining	% of Budget Used					
Revenue														
Interest Earnings	5310	\$	96.02	\$	175.34	\$	773.28	\$	389.00	\$	384.28	198.79%		
Assessment Revenue	5500	\$	-	\$	591,480.17	\$	607,545.55	\$	1,072,301.00	\$	464,755.45	56.66%		
Revenue		\$	96.02	\$	591,655.51	\$	608,318.83	\$	1,072,690.00	\$	465,139.73	56.71%		
YTD Comparison												\$	16,663.32	
Personnel														
Full Time Salaries	6100	\$	4,948.06	\$	58,663.82	\$	48,810.11	\$	82,212.00	\$	33,401.89	59.37%		
Retirement	6120	\$	852.59	\$	10,647.72	\$	8,401.64	\$	14,563.00	\$	6,161.36	57.69%		
Employee Insurance	6130	\$	929.33	\$	8,754.26	\$	7,198.27	\$	14,910.00	\$	7,711.73	48.28%		
Workers Compensation	6140	\$	496.44	\$	5,451.87	\$	4,863.85	\$	8,695.00	\$	3,831.15	55.94%		
Personnel		\$	7,226.42	\$	83,517.67	\$	69,273.87	\$	120,380.00	\$	51,106.13	57.55%		
YTD Comparison													\$	(14,243.80)
Services and Supplies														
Incidental Costs Assess	6709	\$	-	\$	15,610.13	\$	15,426.15	\$	29,204.00	\$	13,777.85	52.82%		
Tree Care Assess	6719	\$	16,073.00	\$	-	\$	30,885.50	\$	40,000.00	\$	9,114.50	77.21%		
Contracted LS Services	6720	\$	66,086.28	\$	194,435.99	\$	273,510.30	\$	440,736.00	\$	167,225.70	62.06%		
Park Amenities Assess	6722	\$	-	\$	-	\$	15,150.43	\$	40,000.00	\$	24,849.57	37.88%		
Bank & ActiveNet Charges	6950	\$	-	\$	104.00	\$	24.00	\$	60.00	\$	36.00	40.00%		
Approp Redev/Collection Fees	6960	\$	-	\$	1,445.13	\$	-	\$	7,500.00	\$	7,500.00	0.00%		
Business Services	7180	\$	-	\$	5,000.00	\$	-	\$	-	\$	-	0.00%		
COP Debt PV Fields	7950	\$	32,738.25	\$	400,212.12	\$	261,906.00	\$	392,859.00	\$	130,953.00	66.67%		
Expense		\$	114,897.53	\$	616,807.37	\$	596,902.38	\$	950,359.00	\$	353,456.62	62.81%		
YTD Comparison													\$	(19,904.99)
Total Expenses w/out Capital		\$	122,123.95	\$	700,325.04	\$	666,176.25	\$	1,070,739.00	\$	404,562.75	62.22%		
YTD Comparison													\$	(34,148.79)

General Ledger
Statement of Revenues and Expenditures
Fund 30 Park Dedication Fee (Quimby Funds)
February 2018 66%

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue								
Interest Earnings	5310	\$	-	\$ -	\$ 262.22	\$ -	\$ 262.22	0.00%
MBS Interest Earnings	5320	\$	-	\$ -	\$ 8,228.28	\$ -	\$ 8,228.28	0.00%
Park Dedication Fees	5400	\$	-	\$ 3,123,562.00		\$ -	\$ -	0.00%
Revenue		\$	-	\$ 3,123,562.00	\$ 8,490.50	\$ -	\$ 8,490.50	0.00%
YTD Comparison					\$ (3,115,071.50)			

Park Dedication Fees Received	
<u>Date</u>	<u>Amount</u>
7/31/2014	\$ 615,709.00
1/31/2015	\$ 2,250,489.70
8/8/2016	\$ 2,649,209.00
8/10/2016	\$ 474,353.00
TOTAL	\$ 5,989,760.70

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Jane Raab, Recreation Supervisor

DATE: April 4, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF
RESOLUTION NO. 588 PROCLAIMING MAY 2018
AS OLDER AMERICAN'S MONTH**

RECOMMENDATION

It is recommended the Board approve Resolution No. 588 proclaiming the month of May 2018 as Older American's Month to recognize the older adult population in the Pleasant Valley Recreation and Park District.

BACKGROUND

In combination with the Older American's Act, the City of Camarillo, the State and the County Area Agency on Aging, staff is requesting that the Board proclaim the month of May 2018 as Older American's Month.

ANALYSIS

The proclamation will be in recognition of the older adult population in the District. Staff will display the proclamation at the 50+ EXPO and then it will be placed on a wall in the Pleasant Valley Senior Center throughout the rest of the year. Staff is currently working to organize the annual 50+ EXPO which will be held on Tuesday, May 1, 2018.

FISCAL IMPACT

There is no fiscal impact to the District.

RECOMMENDATION

It is recommended the Board approve Resolution No. 588 proclaiming the month of May 2018 as Older American's Month to recognize the older adult population in the Pleasant Valley Recreation and Park District.

ATTACHMENTS

- 1) Resolution No. 588 (1 page)

**RESOLUTION NO. 588 OF
THE BOARD OF DIRECTORS
OF PLEASANT VALLEY RECREATION & PARK DISTRICT**

**DECLARING THE MONTH OF MAY 2018
OLDER AMERICAN'S MONTH**

WHEREAS, Pleasant Valley Recreation and Park District is home to more than 16,200 citizens aged 60 years or older; and

WHEREAS, the older citizens of Pleasant Valley Recreation and Park District are representative of an unprecedented trend in the nation's demographic makeup; and

WHEREAS, older persons are, as citizens and community members, entitled to lives of dignity and independence, free from the fears, myths and misconceptions about aging; and

WHEREAS, as America grows older, each community must strive to understand and address the evolving challenges and needs of our older citizens and the people who care for them; and

WHEREAS, our society is dependent upon the nurturing, support, and resources shared between generations, and benefits from our mutual efforts to meet the needs of America's older persons and those who love them;

NOW THEREFORE WE, the Pleasant Valley Recreation and Park District, Board of Directors, do hereby proclaim the month of May 2018 as **Older American's Month.**

Passed and Adopted this 4th day of April 2018.

Mark Malloy, Chair

Robert Kelley, Vice-Chair

Elaine L. Magner, Secretary

Mike Mishler, Director

Neal Dixon, Director

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Supervisor

DATE: April 4, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 589 PROCLAIMING APRIL 2018 AS ARBOR
MONTH**

RECOMMENDATION

It is recommended the Board approve Resolution No. 589 proclaiming April 2018 as Arbor Month to emphasize how essential trees are to the health and well-being of the District's community.

BACKGROUND

Over 140 years ago, Morton Sterling celebrated the first "Arbor Day" in Lincoln, Nebraska. From that date until today the holiday has spread throughout the country and the world. The holiday was originally conceived to educate the public on the value of trees and environmental stewardship. The National Arbor Day Foundation continues to provide valuable research and outreach materials to provide the general public with a full understanding of the costs and benefits of tree planting and restoration. District staff utilizes this information to provide educational community tree planting events.

ANALYSIS

This proclamation acknowledges the District's continued efforts in educating the public on the value of trees in the urban environment. Staff utilizes tree care professionals and educational material provided by the National Arbor Day Foundation to educate the community on the benefits and value of trees. To continue the tradition celebrating Arbor Day the Pleasant Valley Recreation and Park District is committing to planting 30 trees over the month of April at parks throughout the District.

FISCAL IMPACT

There is no fiscal impact to the District.

RECOMMENDATION

It is recommended the Board approve Resolution No. 589 proclaiming April 2018 as Arbor Month to emphasize how essential trees are to the health and well-being of the District's community.

ATTACHMENT

- 1) Resolution No. 589 (1 page)

**RESOLUTION NO. 589 OF
THE BOARD OF DIRECTORS
OF
PLEASANT VALLEY RECREATION & PARK DISTRICT**

***DECLARING APRIL 2018
ARBOR MONTH***

WHEREAS, Pleasant Valley Recreation and Park District understands the benefits of trees within the community; and

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and trees can lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees in our community increase property values, enhance economic vitality of business areas, and wherever planted are a source of joy and spiritual renewal,

NOW THEREFORE WE, the Pleasant Valley Recreation and Park District Board of Directors, do hereby proclaim the month of April 2018 as ***Arbor Month***, extending Arbor Day to a full month to emphasize how essential trees are to the health and well-being of the District's community.

Passed and Adopted this 4th day of April 2018.

Mark Malloy, Chair

Robert Kelley, Vice-Chair

Elaine L. Magner, Secretary

Mike Mishler, Director

Neal Dixon, Director

**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: April 4, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BUDGET
TRANSFER POLICY**

RECOMMENDATION

It is recommended the Board review and approve the Budget Transfer Policy.

BACKGROUND

The District does not have a Budget Transfer Policy that would provide guidelines for making changes within the current District Budget. At times there may be a need after the budget adoption each fiscal year to make amendments through a management process for a limited and defined dollar amount. This process would provide authorization for the administrative staff to process changes in a timely manner to keep projects or operations running in a productive manner.

ANALYSIS

The proposed Budget Transfer Policy would give the General Manager authorization to approve amendments to expenses up to \$10,000. Any expense adjustment that exceeds \$10,000 would be presented to the Finance Committee and Board of Directors for discussion, as they become known. Staff would present proactive recommendations to the Board to provide options to respond to any known or anticipated significant fluctuation.

Throughout the fiscal year it may become necessary to shift spending authority from one purpose to another. Budget transfers would be internal to each fund and cannot result in a new program or change in the total adopted budget expenses without the Board of Directors' approval. Appropriations not exceeding \$5,000 can be transferred between line items with the approval of the Administrative Services Manager. Line item transfers between \$5,000 and \$10,000 can be transferred with the approval of both the General Manager and the Administrative Services Manager.

The General Manager would be authorized to make four (4) budget amendments and/or budget transfers at a rate of one (1) per quarter per fiscal year when needed. Any items that exceed the allowable amount of transfers or exceed the authorization limits would then be presented to the Finance Committee and Board.

COMMITTEE

The Budget Transfer Policy was reviewed by the Finance Committee on February 21, 2018 and staff was directed to take the Budget Transfer Policy to the Board for approval.

FISCAL IMPACT

There is no direct impact to the budget.

RECOMMENDATION

It is recommended the Board of Directors review and approve the Budget Transfer Policy.

ATTACHMENTS

- 1) Policy (1 page)



PLEASANT VALLEY RECREATION AND PARK DISTRICT

BUDGET TRANSFER POLICY Board Approved April 4, 2018

POLICY

Expenses

The Pleasant Valley Recreation and Park District (the District) General Manager shall have authorization to approve supplemental appropriations (additional spending authority) of up to \$10,000 for any one service or purchase. Supplemental appropriations of more than \$10,000 will be presented to the Finance Committee and Board of Directors for consideration and approval prior to the commitment of funds. Services or purchase necessitating the need for a supplemental appropriation cannot be separated to avoid the requirement for requesting prior Board approval. Resources needed to fund the supplemental appropriation (i.e. reserves, new/additional revenues, grants, etc.) must be identified at the time of the supplemental appropriation request to the Board. Whenever possible, a budget appropriation transfer should be requested in lieu of a supplemental appropriation request if savings in other line items (internal to each fund) can be identified without impacting other operational needs.

When an unbudgeted expenditure greater than \$10,000 has been made in the course of an emergency, the appropriation will be presented to the Board of Directors at their next regular meeting. Any planned or potential reduction in expenditures that were appropriated (approved) by the Board that may result in service, operations, programs or policy changes will be presented to the Board of Directors for discussion, as they become available. The Finance Committee will review all supplemental appropriations at their regular monthly meeting.

Budget Transfers

In an effort to operate within the approved budget, it may become necessary to shift spending authority from one purpose to another. Budget transfers must be internal to each fund and cannot result in a new program or change in policy without the Board of Directors' approval. Appropriations not exceeding \$5,000 can be transferred between line items with the approval of the Administrative Services Manager. Line item transfers between \$5,000 and \$10,000 can be transferred with the approval of both the General Manager and the Administrative Services Manager.

General Manager Authority

The General Manager would be authorized to make four (4) budget transfers at a rate of one (1) transfer per quarter per fiscal year when needed and may not increase the approved adopted budget expenses. Any items that exceed the allowable amount of transfers or exceeds the authorization limits would then be presented to the Finance Committee and the 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: April 4, 2018

**SUBJECT: LUMP SUM VS MONTHLY CALPERS UNFUNDED
LIABILITY PAYMENT**

RECOMMENDATION

It is recommended the Board approve for staff to pay CalPERS an annual payment for fiscal year 2018-2019 for the unfunded liability.

BACKGROUND

Due to poor returns on investments in the prior year, California Public Employment Retirement System (CalPERS) has implemented an Unfunded Accrued Liability (UAL) for all CalPERS agencies to pay. This system allows agencies to either pay one annual lump sum which is due July 31st of each year or monthly payments that are due over a period of 12 months during the fiscal year. If the District opts to pay the UAL monthly, the interest rate charged to the District would be 7.25%.

For fiscal year 2015-2016 and 2016-2017 the District made monthly payments to CalPERS, to ensure there would be adequate cash on hand to cover the District's financial obligations until the December tax apportionment was deposited. For fiscal year 2017-2018 the District made the lump sum annual payment and did not have to borrow to meet the expenses through December.

In February 2018 the CalPERS board voted to shorten the period over which actuarial gains and losses are amortized from 30 years to 20 years for the new pension liabilities. This change will take effect on June 20, 2019. CalPERS made the policy change because it was concerned that the prior amortization schedule payments on the liabilities would not cover the interest accrual. CalPERS hopes that by reducing the amortization period the unfunded liability is expected to increase funding ratios and provide a faster recovery of the funds. This decision of having a shorter amortization period will increase the contributions the District will need to make in the future to CalPERS as well as the lump sum payments.

The discount rate is what CalPERS assumed would be earned with their \$356.6 billion investment. This component is used in calculating the amount of money contributed by those who are part of the CalPERS system. Interest rates were not as high as projected and have not been for quite some time. Currently, more money is going out in pensions than coming in for the following reasons: CalPERS has a low funded status, the decline in the number of active workers supporting retirees, and a low-return investing environment.

ANALYSIS

In fiscal year 2017-2018 the District made an annual lump sum payment of \$231,113 for the 2.5%@55, \$926 for the 2%@60 and \$305 for the 2%@62 plans, totaling \$232,344. Currently there are two options for making this payment to CalPERS for fiscal year 2018-2019:

1. Lump Sum Total - \$286,738
2. Monthly Payments - \$24,760.25 for a total of \$297,123

If the District opted for the lump sum payment, this would equal a savings of \$10,385.

The Board should also consider the timing of the receipt of the tax apportionment from the County. This fiscal year (2017/2018) was the second year the District did not have to borrow funds from its Capital Fund. The general fund balance in December 2017 was approximately \$117,603. If the Board approves the lump sum options, the District may need to borrow money from the Capital Account.

The fiscal year 2018-2019 is still being compiled, therefore it is too early to determine if the need to borrow from Capital would occur if the CalPERS lump sum payment was made. Using the status quo from the fiscal year 2017-2018 payroll and accounts payable, the December 2017 cash of \$117,603 and the fiscal year 2018-2019 CalPERS figure of \$286,738, the additional expense equates to \$143,369 (6 months of CalPERS) which means the General Fund would need a minimum loan from Capital of approximately \$26,000.

If the Board directs staff to pay the annual lump sum payment on July 31, 2018, staff would need to be diligent on watching the balance of the capital account. Staff would need to ensure not to deplete this account with capital projects prior to December 31, 2018 so there would be enough funds to cover the temporary loan from capital to the general fund if needed.

The below table shows how quickly the unfunded liability is increasing for the District. Both June 30, 2017 and June 30, 2018 plans are shown:

Plan	Unfunded Liability June 30, 2017	Unfunded Liability June 30, 2018	Over 30 Year Period
2.5% @ 55	\$4,138,855	\$5,377,685	\$11,603,492
2% @ 60	\$12,678	\$26,957	\$58,214
2% @ 62	\$1,404	\$6,924	\$9,793

FISCAL IMPACT

The fiscal impact for fiscal year 2018-2019 is as follows if the District follows the 30 Year Amortization Schedule:

Plan	Rate	Unfunded Liability Payment Lump Sum
2.5% @ 55	10.022%	\$284,833
2% @ 60	7.634%	\$1,474
2% @ 62	6.842%	\$431

Using the budget work papers calculations for fiscal year 2018-2019 (which will go before the Board in the budget workshops scheduled for April and May), the cost of CalPERS retirement is estimated to cost \$286,738.

RECOMMENDATION

It is recommended the Board approve for staff to pay CalPERS an annual payment for fiscal year 2018-2019 for the unfunded liability.

ATTACHMENT

- 1) CalPERS Amortization Schedules (3 pages)

2/20/55

30-Year Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2018	5,377,685	295,150	5,377,685	401,995	5,377,685	489,132
6/30/2019	5,468,450	356,862	5,357,734	414,055	5,267,442	503,806
6/30/2020	5,501,961	395,491	5,323,815	426,477	5,133,863	518,920
6/30/2021	5,497,914	438,254	5,274,523	439,271	4,974,770	534,488
6/30/2022	5,449,258	471,702	5,208,338	452,449	4,787,813	550,522
6/30/2023	5,362,355	485,853	5,123,616	466,023	4,570,453	567,038
6/30/2024	5,254,379	500,428	5,018,581	480,004	4,319,948	584,049
6/30/2025	5,123,336	515,441	4,891,313	494,404	4,033,341	601,571
6/30/2026	4,967,072	530,904	4,739,737	509,236	3,707,442	619,618
6/30/2027	4,783,260	546,831	4,561,613	524,513	3,338,806	638,206
6/30/2028	4,569,389	563,236	4,354,521	540,248	2,923,721	657,352
6/30/2029	4,322,745	580,133	4,115,852	556,456	2,458,185	677,073
6/30/2030	4,040,402	597,537	3,842,786	573,149	1,937,880	697,385
6/30/2031	3,719,202	615,464	3,532,283	590,344	1,358,155	718,307
6/30/2032	3,355,738	609,235	3,181,064	608,054	713,996	739,856
6/30/2033	2,971,923	602,079	2,785,590	626,296		
6/30/2034	2,567,216	584,361	2,342,048	645,085		
6/30/2035	2,151,022	565,037	1,846,325	664,437		
6/30/2036	1,724,158	267,370	1,293,989	684,370		
6/30/2037	1,574,260	264,918	680,263	704,901		
6/30/2038	1,415,849	262,077				
6/30/2039	1,248,698	269,940				
6/30/2040	1,061,073	278,038				
6/30/2041	851,219	237,043				
6/30/2042	668,368	230,498				
6/30/2043	478,814	201,906				
6/30/2044	304,908	145,376				
6/30/2045	176,754	85,273				
6/30/2046	101,428	78,627				
6/30/2047	27,433	28,427				
Totals		11,603,492		10,801,766		9,097,322
Interest Paid		6,225,807		5,424,080		3,719,635
Estimated Savings				801,725		2,506,169

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2016. For Projected Employer Contributions, please see Page 5.

2060

30-Year Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	25 Year Amortization		20 Year Amortization	
	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2018	38,746	1,527	38,746	2,530	38,746	2,896
6/30/2019	40,021	2,133	38,982	2,606	38,602	2,983
6/30/2020	40,762	2,775	39,156	2,684	38,358	3,073
6/30/2021	40,893	2,529	39,262	2,765	38,003	3,165
6/30/2022	41,288	3,062	39,293	2,848	37,526	3,260
6/30/2023	41,161	3,153	39,240	2,933	36,916	3,358
6/30/2024	40,929	3,248	39,094	3,021	36,159	3,458
6/30/2025	40,582	3,346	38,847	3,112	35,242	3,562
6/30/2026	40,108	3,446	38,487	3,205	34,150	3,669
6/30/2027	39,495	3,549	38,004	3,301	32,866	3,779
6/30/2028	38,730	3,656	37,386	3,400	31,374	3,892
6/30/2029	37,798	3,765	36,619	3,502	29,655	4,009
6/30/2030	36,684	3,878	35,691	3,608	27,687	4,130
6/30/2031	35,370	3,995	34,585	3,716	25,450	4,253
6/30/2032	33,839	4,115	33,285	3,827	22,920	4,381
6/30/2033	32,071	4,238	31,774	3,942	20,070	4,512
6/30/2034	30,045	4,101	30,032	4,060	16,874	4,648
6/30/2035	28,011	3,953	28,040	4,182	13,303	4,787
6/30/2036	25,981	3,792	25,774	4,308	9,323	4,931
6/30/2037	23,968	3,617	23,211	4,437	4,901	5,079
6/30/2038	21,987	3,429	20,326	4,570		
6/30/2039	20,056	3,532	17,089	4,707		
6/30/2040	17,875	3,638	13,472	4,848		
6/30/2041	15,424	3,747	9,442	4,994		
6/30/2042	12,679	3,859	4,964	5,144		
6/30/2043	9,615	3,686				
6/30/2044	6,505	2,977				
6/30/2045	3,899	2,223				
6/30/2046	1,883	1,421				
6/30/2047	549	569				
Totals		96,960		92,251		77,827
Interest Paid		58,214		53,506		39,081
Estimated Savings				4,709		19,134

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2016. For Projected Employer Contributions, please see Page 5.

PEPRA

30-Year Amortization Schedule and Alternatives

Date	Current Amortization Schedule		Alternate Schedules			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2018	8,374	446	8,374	626	8,374	762
6/30/2019	8,529	585	8,343	645	8,202	785
6/30/2020	8,552	731	8,290	664	7,994	808
6/30/2021	8,425	886	8,213	684	7,747	832
6/30/2022	8,128	685	8,110	705	7,455	857
6/30/2023	8,018	705	7,978	726	7,117	883
6/30/2024	7,878	726	7,815	747	6,727	909
6/30/2025	7,707	748	7,617	770	6,281	937
6/30/2026	7,500	771	7,381	793	5,773	965
6/30/2027	7,254	794	7,103	817	5,199	994
6/30/2028	6,966	818	6,781	841	4,553	1,024
6/30/2029	6,633	842	6,409	867	3,828	1,054
6/30/2030	6,250	867	5,984	892	3,018	1,086
6/30/2031	5,812	893	5,500	919	2,115	1,119
6/30/2032	5,314	920	4,953	947	1,112	1,152
6/30/2033	4,753	948	4,338	975		
6/30/2034	4,121	843	3,647	1,005		
6/30/2035	3,551	732	2,875	1,035		
6/30/2036	3,055	612	2,015	1,066		
6/30/2037	2,646	485	1,059	1,098		
6/30/2038	2,338	350				
6/30/2039	2,147	361				
6/30/2040	1,932	372				
6/30/2041	1,689	383				
6/30/2042	1,418	394				
6/30/2043	1,114	406				
6/30/2044	775	335				
6/30/2045	485	258				
6/30/2046	253	177				
6/30/2047	88	91				
Totals		18,167		16,820		14,166
Interest Paid		9,793		8,446		5,792
Estimated Savings				1,346		4,000

* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2016. For Projected Employer Contributions, please see Page 5.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Anthony Miller, Administrative Analyst

DATE: April 4, 2018

**SUBJECT: CONSIDERATION AND ADOPTION OF SURPLUS
DISTRICT PROPERTY DISPOSAL POLICY**

RECOMMENDATION

It is recommended that the Board review and adopt the Surplus District Property Disposal Policy.

BACKGROUND

Since its inception in 1962, Pleasant Valley Recreation and Park District has not maintained a policy that governs how it disposes of surplus equipment and office supplies. As the District has grown in size and capacity over the years, disused, obsolete, or unnecessary equipment has been sold or disposed of without a uniform policy in place.

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 promote uniformity in the procedures for the sale of surplus personal property owned by the District. Additionally, in the interest of transparency, many special districts throughout the state have adopted policies similar to the process required at the state level under Government Code 14674, Public Contract Code Section 10389.1 and SAM 3520. These codes specify that state agencies are required to first offer their surplus property to other agencies. A list of property leftover after that process is then required to be submitted for approval prior to sale. All sales at the state level are performed through public auctions.

Staff has determined through research and correspondence with other special districts that surplus property policies are common and similar in scope independent of district purpose. Through this research, staff has prepared a draft surplus property policy through a combination of special districts' policies from across the state and customized according to PVRPD's specific circumstances.

FISCAL IMPACT

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

RECOMMENDATION

It is recommended that the Board review and adopt the Surplus District Property Disposal Policy.

ATTACHMENTS

- 1) State of California Government Code 14674 (1 page)
- 2) Public Contract Code Section 10389.1 (1 page)
- 3) State Administrative Manual Section 3520 (1 page)
- 4) Disposal of District Policy – Draft (2 pages)

State of California

GOVERNMENT CODE

Section 14674

14674. (a) With the consent of the state agency concerned, the director may authorize the sale or exchange of any personal property which belongs to the state, if he or she deems the sale or exchange is in the best interests of the state.

(b) All money received by a state agency for the sale of personal property, or surplus personal property pursuant to subdivision (c), shall be accounted for to the Controller, who shall remit the money to the fund or funds from which the state agency receives the majority of its support appropriation. The money may be made available by the Department of Finance for expenditure by the state agency in augmentation of its support appropriation subject to the requirements of Section 28.00 of the Budget Act.

(c) Personal property which is identified by the Department of General Services as surplus to a state agency's needs, the determination of which is concurred in by the state agency concerned, shall be sold or otherwise disposed of by the state agency within one year after that identification. The one-year time period for sale or disposition may be extended for good cause upon approval by the department. The proposed method of sale or disposition shall be subject to the approval of the department.

(d) If the surplus personal property is not sold or otherwise disposed of within the one-year period or extension thereof, possession and control of the personal property shall vest in the department, which may then sell, trade, or otherwise dispose of the surplus personal property, as determined by the department to be in the best interests of the state. The proceeds from sales held by the department under this subdivision shall be deposited in the General Fund, less any amounts sufficient for the department to recover its costs.

(e) Notwithstanding subdivisions (b) and (d), state personal property purchased with federal funds and later disposed of as surplus pursuant to this section shall be disposed of in accordance with federal requirements, including any requirement for remittance of the proceeds from those sales to the appropriate federal fund or agency. The Department of General Services, or the state agency concerned if it is holding the sale, may, however, if not precluded by federal law, deduct from the proceeds its costs for holding the sales.

(Amended by Stats. 1984, Ch. 693, Sec. 1.)

CALIFORNIA CODES
PUBLIC CONTRACT CODE
SECTION 10389.1-10389.2

10389.1. The Department of General Services, if feasible and consistent with existing law, shall first offer appropriate state surplus personal property to school districts prior to offering that property to the public, except for property more appropriately suited for public safety uses. The department may offer school districts state surplus personal property at less than fair market value, if it is determined by the Director of General Services to be in the best interests of the state. The department shall develop policies and procedures for the implementation of this article.

10389.2. (a) The department's policies and procedures regarding the disposition of state surplus computers, laptops, monitors, and related computer equipment shall do all of the following:

(1) Facilitate the disposition of state surplus computers to further the state policy of bridging the digital divide, as described in subdivision (d) of Section 709 of the Public Utilities Code.

(2) Authorize nonprofit entities that, in partnership with a school district, operate a public computer center to further the state policy of bridging the digital divide, as described in subdivision (d) of Section 709 of the Public Utilities Code, to be eligible for receipt of state surplus computers under Section 10389.1 and through approved disposition directly from a state agency.

(3) Include a procedure enabling state agencies with surplus computers to ascertain whether the nonprofit entities described in paragraph (2) are interested in receiving those surplus computers. The procedure shall include a preference for nonprofit entities within the same geographic region as the state agency in order to minimize transportation and disposition costs.

(4) Require that state agency documentation of the disposition of surplus computers include a certification that all confidential, sensitive, and personal information was removed from the computers prior to disposition.

(5) Require any nonprofit organization that obtains a computer from the department, pursuant to this article, to use the computer only for operating a public computer center and to prohibit the resale of that computer.

(b) The department, in collaboration with the California Technology Agency, shall promote increased awareness among state agency officials of the requirement to remove from all state surplus computers all confidential, sensitive, and personal information prior to any disposition of those computers.

SAM-PURCHASES

SURPLUS PROPERTY

DISPOSAL OF SURPLUS PERSONAL PROPERTY

3520

(Revised 3/14)

Prior to an agency's disposal of any state-owned personal surplus property, other than vehicles and mobile equipment (See SAM Sections 4111 through 4112 for Disposition of Vehicles and Mobile Equipment), the agency must obtain approval from the State and Federal Property Reuse Program Office, Office of Fleet and Asset Management, Department of General Services.

The agency must submit to the State and Federal Property Reuse Program Office a Property Survey Report (STD. 152) requesting direction and approval prior to disposition of any state-owned personal surplus property, including general office furniture, regardless of the original acquisition value or if the property was recorded or capitalized for accounting purposes. The \$5,000.00 unit acquisition cost requirement for capitalization does not apply to disposal actions. Final disposition, which includes sale, trade-in, discarding or turning the property over to the State and Federal Property Reuse Program Office, or discarding the property may not occur until the State and Federal Property Reuse Program Office approves the disposition.

To request approval, the agency must electronically submit the completed Property Survey Report (STD. 152), to the State and Federal Property Reuse Program Office in Sacramento. Agencies can access the online STD 152 at

<http://www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx>

This reporting requirement applies to all office furniture items, including (but not limited to) bookcases, cabinets, chairs, credenzas, desks, shelving, tables and similar items common to state offices.

The State and Federal Property Reuse Program Office facilitates and ensures recycling of used office furniture that is still sound and, therefore, reusable, thus contributing to reducing expenditures for new furniture and conserving the materials used in the manufacture of office furniture.



PLEASANT VALLEY RECREATION AND PARK DISTRICT

SURPLUS DISTRICT PROPERTY DISPOSAL POLICY Board Approved April 4, 2018

PURPOSE

The Pleasant Valley Recreation and Park District (the District) shall establish an administrative policy for the disposition of surplus personal property, equipment, and materials. This policy does not apply to real property and exists to ensure the receipt of all revenues from the disposal of surplus personal property, equipment, and materials.

POLICY

The General Manager (or his/her designee) shall develop a "Surplus Supplies and Equipment List" ("personal property" or "property") which is surplus. Prior to disposition, the Board shall be provided with, and approve the "List."

DEFINITIONS

- SURPLUS SUPPLIES AND EQUIPMENT LIST - List of property which has been determined "surplus" by the General Manager.
- SURPLUS - Non "real property" has little or no remaining useful life for the District.

MEANS OF PROPERTY DISPOSAL AND ACCOUNTING

The property may be disposed of as follows:

The first effort shall be to dispose of that property in a manner which is most likely to generate the greatest return to the District. Staff will determine which method of disposal is best. Such methods of disposal include but are not limited to the following:

1. Sale on the open market. The General Manager shall cause to be published at least three days before the sale, in a newspaper circulated throughout the District, and/or by posting on any District website, a notice of sale setting forth a general description of the personal property to be sold, and the day, time and location of the sale. The terms of all such sales shall be cashier's check or money order in the amount of the full purchase price. The District also may conduct a public auction in this manner. The fees for this sale shall be deducted from the proceeds of the sale.
2. Sale by sealed bid. The General Manager may post such property for sale on the District website or on another website for the sale of surplus items (such as eBay) subject to posted rules developed for such sale or the rules of that website.



PLEASANT VALLEY
RECREATION AND PARK DISTRICT

SURPLUS DISTRICT PROPERTY DISPOSAL POLICY

Board Approved April 4, 2018

3. Donation. The General Manager may, when in his/her judgment the sale or auction of surplus personal property is infeasible or will result in minimal return to the District, cause such surplus personal property to be donated to any other governmental organization or non-profit group or corporation exempt from federal taxes pursuant to Internal Revenue Code Section 501(c) (3) located within or serving the District.
4. Selling for Scrap. Surplus property may be sold as scrap if the General Manager deems that the value of its parts exceeds the value of the surplus property as a whole.
5. No Value Item. Where the General Manager determines that property is surplus and of minimal or no value to the District or the cost of disposal of such property would exceed the recovery value, the General Manager shall dispose of the same in such a manner he or she deems appropriate and in the best interest of the District.
6. No employee or Director of the District or his/her immediate family may acquire any District surplus property.

Accounting for the disposition of personal property, equipment and materials:

When so authorized to sell, donate, recycle, and scrap District property, the employee directed to undertake such activity shall:

1. Remit the entire proceeds from any such activity to the District's Administrative Manager.
2. Complete receipt documentation form for the disposal of surplus personal property, equipment and materials and submit with proceeds, if any, to the District's Administrative Manager.

Administrative Department shall:

1. Make adjustments to the Surplus Supplies and Equipment List
2. Deposit all proceeds from the disposition of surplus personal property, equipment and materials into the General Fund.
3. Cause licenses and title documents to be executed and transferred upon verification of receipt of funds.
4. Authorize the delivery of the surplus property.

**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: April 4, 2018

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD
FOR THE WOOD REPLACEMENT AT BOB KILDEE
PARK PAVILION**

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Dekan Construction Corporation for the wood replacement at Bob Kildee Park Pavilion.

BACKGROUND

This Capital Improvement Project was identified in the FY 2017/2018 Budget workshops and funded with the approval of the 2017/18 Budget. The Board appropriated capital funds in the amount of \$38,000 for wood replacement.

Bob Kildee Park is a 13-acre multi-use community park developed in 1969. Bob Kildee Park is one of the most popular and highly utilized sites in the District's park system, primarily because of its centralized location and its vast mixture of amenities. The park amenities include a handful of picnic areas in which two (2) are reservable, six (6) tennis courts, skate park, playground, an Aquatic Center, and seven (7) permanent baseball fields which are home to the Camarillo Pony Baseball Association. In addition, Bob Kildee Park also shares property lines with the Boys and Girls Club and the Pleasant Valley School District's main office and elementary school, which adds to the already heavy use of the park.

In February staff sent out a Request for Proposal (RFP) and ten companies came to the mandatory job walk which was held on February 23, 2018. Of the ten (10) companies that were solicited for bids, only four (4) submitted bids with the low bidder being Dekan Construction Corp. in the amount of \$43,546.

ANALYSIS

While the park itself has had many upgrades over its 49 years of existence, the picnic pavilion of area #1 has only undergone minor changes and the wooden pavilion covering is in its original state. Staff has painted it multiple times; however, with 49 years of weather, the structural wood members have developed extensive dry rot coupled with associated termite damage that has compromised its structural integrity. There are also many top boards that serve the purpose of sun exclusion that are either missing and/or rotten.

With the above-mentioned pavilion being one that generates multiple rentals throughout the year, a replacement wood covering will eliminate any hazards to park goers using the pavilion.

As part of this project, Board asked staff to examine various options:

Option #1: a) Remove and dispose of the current wood on the pavilion, b) Match the existing layout, c) Prime and paint the new wood, and d) Installation.

Option #2: a) Replace large timbers with wood, b) Replace top 3"x4"s with recycled plastic lumber, c) Prime and paint the new wood, and d) Installation.

The bids ranged from \$43,546 to \$138,100. Recommendation for award of this bid is based on: base bid amounts, reference checks, as well as meeting all certifications and contractor licenses required for this project. The low bid received from Dekan Construction Corporation meets all the required specifications with an A&B Contractor license.

FISCAL IMPACT

The District allocated \$38,000 from Capital funds for this project; these funds were designated in the FY 2017-2018 Budget. The lowest base bid was \$5,456 over the allocated budget which brings the total budget to \$43,456. Currently, there is \$34,781 in savings from current capital fund projects allocated this fiscal year.

RECOMMENDATION

It is recommended the Board approve and authorize the General Manager to enter into an agreement with Dekan Construction Corp. for the wood replacement at Bob Kildee Park Pavilion.

ATTACHMENT

- 1) Bid Abstract (1 page)
- 2) RFP Responses (43 pages)

Pleasant Valley Recreation and Park District		Bob Kildee Pavilion				
Date:	March 8, 2018					
Prepared By:	Nick Marienthal					
Company:		Dekan Cons.	JEC Cons.	Natural Green Cons.	Y. Ko Cons.	
Phone Number:		(559)707-2555	(818)458-2334	(805)824-0564	(818)884-8490	
Fax Number:		N/A	(818)865-1150	N/A	(818)884-8291	
City:		Santa Paula	Agoura	Oxnard	Woodland Hills	
Quoted By:		David Bader	Jeffrey Evans	Ken Hawthorne	John Kokabi	
Payment Terms:						
Payment Discount:						
License Number		1013287	563536	1027584	659721	
Availability (in days):						

Proposal Complete						
		Dekan Cons.	JEC Cons.	Natural Green Cons.	Y. Ko Cons.	
Existing layout	Base bid	\$43,546.00	\$47,610.65	\$52,427.09	\$90,000.00	
Fiber Force 3"x4" spaced 6" oc	Alt bid 1A	\$85,743.00	\$92,975.63	\$110,598.39	\$138,100.00	
Fiber Force 3"x4" spaced 12" oc	Alt bid 1B	\$63,890.00	\$66,399.17	\$75,991.62	\$101,500.00	
Doug Fir 3"x4" spaced 6" oc	Alt bid 2A	\$52,689.00	\$56,148.94	\$61,710.41	\$113,100.00	
Doug Fir 3"x4" spaced 12" oc	Alt bid 2B	\$43,546.00	\$47,610.65	\$52,427.09	\$90,000.00	

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

EKpavillion

EKP1-2018-1

BASE BID (As-Is Layout)

Labor Category	Labor Rate (S/T)	Labor Rate (O/T)	Proposed		Total Labor Cost
			Hours (S/T)	(O/T)	
Forman	\$ 75	\$ 100	100		\$ 7500
Tradesman	\$ 60	\$ 81	100		\$ 6000
Laborer	\$ 54	\$ 71	100		\$ 5400
Subtotal Labor Costs					\$ 18,900

2 Other Direct Cost	Material Mark Up %
a. Materials	\$ 13500
b. Subcontractors	\$ 0
c. Other (specify) <i>resals, print off bond</i>	\$ 9400
d. Freight/Shipping, if applicable	\$ 80
Subtotal Other Direct Cost	\$ 22980
3 SALES TAX (7.25%)	\$ 1666
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX	\$ 43,546

Bidder Name: Doherty C.C.
 Signature of Bidder: [Signature]
 Dated: 3.5.18

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

EKpavillion
BKPI-2018-1

ALT Bid 1a (with) 3"x4" Fiber Force lattice spaced 6" OC

Labor Category	Labor Rate (\$/H)	Labor Rate (O/T)	Proposed		Proposed Hours (O/T)	Total Labor Cost
			Hours (S/D)	Hours (O/T)		
Foreman	\$ 75	\$ 100	120			\$ 9000
Tradesman	\$ 60	\$ 81	120			\$ 7200
Laborer	\$ 54	\$ 71	120			\$ 6980
Subtotal Labor Costs						\$ 22680

2 Other Direct Cost	Material Mark Up %
a. Materials	\$ 45000
b. Subcontractors	\$ 8500
c. Other (specify) <i>OK Books rentals</i>	\$ 5300
d. Freight/ Shipping, if applicable	\$ 56800
3 SALES TAX (7.25%)	\$ 4263
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX	\$ 85743

Bidder Name: Dolan CC
 Signature of Bidder: [Signature]
 Dated: 3/5/18

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

BK pavillion
BKPI-2018-1

ALT Bid 1b (with) 3"x4" Fiber Force lattice spaced 12" OC

Labor Category	Labor Rate (S/H)	Labor Rate (O/T)	Proposed		Total Labor Cost
			Hours (S/H)	(O/T)	
Foreman	\$ 75	\$ 100	100		\$ 7500
Tradesman	\$ 60	\$ 81	100		\$ 6000
Laborer	\$ 54	\$ 71	100		\$ 5400
Subtotal Labor Costs					\$ 18900

2 Other Direct Cost	Material Mark Up %
a. Materials	\$ 22500
b. Subcontractors	\$ 0
c. Other (specify) <i>Woods OH rentals</i>	\$ 8500
d. Freight/ Shipping, if applicable	\$ 1625
Subtotal Other Direct Cost	\$ 32625
3 SALES TAX (7.25%)	\$ 2365
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX	\$ 53890

Bidder Name: Deben CC
 Signature of Bidder: [Signature]
 Dated: 3/5/18

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

BKpavillion
BKPI-2018-1

ALT Bid 2a (with) 3"x4" Doug Fir lattice spaced 6" OC

Labor Category	Labor Rate: (S/T)		Proposed Hours (O/T)		Total Labor Cost
	\$	\$	Hours (S/T)	(O/T)	
Foreman	\$ 75	\$ 100	12.0		\$ 9000
Tradesman	\$ 60	\$ 71	12.0		\$ 7200
Laborer	\$ 54		12.0		\$ 6480
Subtotal Labor Costs					\$ 22,680

2 Other Direct Cost	Material Mark Up %	
a. Materials		\$ 12,500
b. Subcontractors		\$ 0
c. Other (specify) <i>Bonds OH retails</i>		\$ 9000
d. Freight/Shipping, if applicable		\$ 80
Subtotal Other Direct Cost		\$ 27,980
3 SALES TAX (7.25%)		\$ 2,029
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX		\$ 52,689

Bidder Name: Dehan CC
 Signature of Bidder: [Signature]
 Dated: 3/5/18

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

BKpavillion

BKPI-2018-1

ALT Bid 2b (with) 3"x4" Doug Fir lattice spaced 12" OC

Labor Category	Labor Rate (S/D)	Labor Rate (O/T)	Proposed		Total Labor Cost
			Hours (S/D)	(O/T)	
Forman	\$ 75	\$ 100	100		\$ 7500
Tradesman	\$ 60	\$ 80	100		\$ 6000
Laborer	\$ 54	\$ 71	100		\$ 5400
Subtotal Labor Costs					\$ 18900

2 Other Direct Cost	Material Mark Up %
a. Materials	\$ 13500
b. Subcontractors	\$ 0
c. Other (specify paint, re-tols, OH, bonds)	\$ 9400
d. Freight/Shipping, if applicable	\$ 80
Subtotal Other Direct Cost	\$ 22980
3 SALES TAX (7.25%)	\$ 1666
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX	\$ 43546

Bidder Name DeLeonCL
 Signature of Bidder [Signature]
 Dated 4/5/18

BID FORM

FIRM NAME: Dekan CC

POINT OF CONTACT: Dave Baeder

ADDRESS: 120 Virginia Terrace
Santa Paula Ca 93060

TELEPHONE NUMBER: 559-707-2555

FAX NUMBER: dekancorp@gmail.com

FOR THE

**BID REGISTRATION FOR BOB KILDEE PICNIC AREA #1
PAVILION WOOD COVERING PROJECT**

SPEC NO. BKP1-2018-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

C-1

BID FOR THE
Bob Kildee Pavilion
SPEC NO. BKP1-2018-1

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 "Bob Kildee Wood Replacement Project, Spec NO. BK PI-2018-1" 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):

CY	Cubic yard
EA	Each
LF	Linear foot
LS	Lump sum
SF	Square foot
SY	Square yard
TON	Ton

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 "Bob Kildee Wood Replacement Project, Spec NO. Bk PI 2018-1", 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.

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.

DeKam CC

Bidder Name

DeKam

Signature of Bidder

Dated

3/5/18

**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.

Dekan CC

CONTRACTOR

By: [Signature]

AUTHORIZED REPRESENTATIVE

CFO

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.

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: 120 Virginia Terrace Santa Paula 93060
- (2) Telephone: 559-707-2555
- (3) Type of Firm: S-Corp
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification 1013267 AB Expiration date 8/18
- (5) Corporate organized under the laws of the State of: CA
- (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.
Erin Bader CEO
David Bader CFO
120 Virginia Terrace
Santa Paula CA 93060
- (8) Number of years of experience as a Contractor in construction work. 11
- (9) List at least three (3) completed projects completed in the last 18 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ <u>342k</u>	<u>B</u>	<u>8-18</u>	<u>John Iasin 886 main st. S.P.</u> <u>805 933 4212</u>
\$ <u>81k</u>	<u>B</u>	<u>7/16</u>	<u>S.B.H.A 995 Riverside Dr San Buenaventura</u> <u>805 626-5820</u>
\$ <u>60k</u>	<u>B</u>	<u>6/16</u>	<u>OHA 435 D & ORNARD</u> <u>805 385-8033</u>

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

Date of Inspection: Dave Baker Roy Bell
8/7

(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 project and indicate what part of the work will be done by each such Subcontractor.

NAME: NA
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 project.

NAME: Home Depot
ADDRESS: New Hall Ranch Rd. Valeris
EQUIPMENT TO BE PROVIDED: Wood materials

NAME: Environmental Spec. products
ADDRESS: Piquette Hills, Rick, PO Box 77806 (Colons 92877)
EQUIPMENT TO BE PROVIDED: Fiber force

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 (X)

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 (X)

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 (X)

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.

David Bader being first duly sworn, deposes
Name

and says that he or she is CFO of Dekeon CC
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.

1013267 - A, R
Contractor's State License Number and Classification
7/18
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: Santa Paula, Ventura Co
(City and County, State)
on 3/5, 2018.

[Signature] 1013267 A, R
Signature State License Number and Classification

120 Virginia Terrace Santa Paula CA 93060
Street Address City State Zip Code

Telephone Number 559-707-2555

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

The undersigned declares:

I am the CFO of Dekker CC, 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 2-5-18 [date], at San Francisco [city], CA [state].

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we Dekan Construction Corporation
as Principal, hereinafter referred to as "Contractor" and Old Republic Surety Company
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of
ten percent of the total bid amount Dollars (\$ 10% of bid), 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 Bob Kildee Picnic
Area #1 Pavilion Wood Covering

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 28th day of February, 2018, 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.

Dekan Construction Corporation
(Contractor)
120 E. Virginia Terrace, Santa Paula, CA 93060
(Address)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On February 28, 2018 before me, Robyn R. Kargari, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

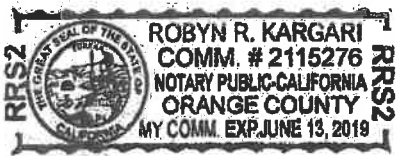
personally appeared Yung T. Mullick
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Robyn R. Kargari



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES W. MOILANEN, YUNG T. MULICK, STEPHANIE HOANG, OF MISSION VIEJO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9TH day of OCTOBER 2017

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 9TH day of OCTOBER 2017, personally came before me, Alan Pavlic and Jane E. Cherney

to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathy R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

70-7092



Signed and sealed at the City of Brookfield, WI this 28th day of February 2010

Jane E. Cherney
Assistant Secretary

BOND EXCHANGE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

No. 5410

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of December, 19 90, I have hereunto set my hand and caused my official seal to be affixed this 14th day of December, 19 90.



By

ROBERT M. GILBERT
Inspector of Corporations
[Signature]
ROBERT M. SIDBUKY
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

BK pavilion
BK P1-2018-1
BASE BID (As-Is Layout)

1 LABOR					
<u>Labor Category</u>	<u>Labor Rate (S/T)</u>	<u>Labor Rate (O/T)</u>	<u>Proposed</u>		<u>Total Labor Cost</u>
			<u>Hours (S/T)</u>	<u>Proposed Hours (O/T)</u>	
Forman	\$ 78.00	\$	80		\$ 6,240
Tradesman	\$ 78.00	\$	157.79		\$ 12,308.82
Laborer	\$	\$			\$
Subtotal Labor Costs					\$ 18,548.82

2 Other Direct Cost		
	Material Mark Up %	
a. Materials	\$ 15	\$ 14,408.56
b. Subcontractors		\$
c. Other (specify) Equipment, dumpster, temp fencing, O/H & profit, bonding		\$ 13,452.27
d. Freight/Shipping, if applicable		\$ 300.00
Subtotal Other Direct Cost		\$ 28,161.83
3 SALES TAX (7.25%)		\$ 1,200.00
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX		\$ 47,610.65

J Evans
Bidder Name

Signature of Bidder
Date: 7/8/2017

Pleasant Valley Recreation and Park District

Cost Price Proforma


BK pavillion

BK P1-2018-1

ALT Bid 1a (with) 3"x4" Fiber Force lattice spaced 6" OC

1 LABOR					
Labor Category	Labor Rate (S/T)	Labor Rate (O/T)	Proposed	Proposed Hours	Total Labor Cost
			Hours (S/T)	(O/T)	
Forman	\$ 78.00	\$	80		\$ 6,240
Tradesman	\$ 78.00	\$	203.64		\$ 15,883.71
Laborer	\$	\$			\$
Subtotal Labor Costs					\$ 22,123.71

2 Other Direct Cost		
	Material Mark Up %	
a. Materials	\$ 15	\$ 45,798.22
b. Subcontractors		\$
c. Other (specify) Equipment, dumpster, temp fencing, O/H & profit, bonding		\$ 17,403.70
d. Freight/Shipping , if applicable		\$ 4,000.00
Subtotal Other Direct Cost		\$ 70,851.92
3 SALES TAX (7.25%)		\$ 3,650.00
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX		\$ 92,975.63

J Evans
 Bidder Name

 Signature of Bidder
 Dated 3/8/2017

**Pleasant Valley Recreation and Park District
Cost Price Proforma**

BK pavillion

BK P1-2018-1

ALT Bid 1b (with)3"x4" Fiber Force lattice spaced 12" OC

1 LABOR					
<u>Labor Category</u>	<u>Proposed</u>		<u>Proposed Hours</u>		<u>Total Labor Cost</u>
	<u>Labor Rate (S/T)</u>	<u>Labor Rate (O/T)</u>	<u>Hours (S/T)</u>	<u>(O/T)</u>	
Forman	\$ 78.00	\$	80		\$ 6,240
Tradesman	\$ 78.00	\$	171.73		\$ 13,395.20
Laborer	\$	\$			\$
Subtotal Labor Costs					\$ 19,635.20

2 Other Direct Cost		
	<u>Material Mark Up %</u>	
a. Materials	\$ 15	\$ 25,739.12
b. Subcontractors		\$
c. Other (specify) Equipment, dumpster, temp fencing, O/H & profit, bonding		\$ 16,786.85
d. Freight/Shipping , if applicable		\$ 2,110.00
Subtotal Other Direct Cost		\$ 44,743.97
3 SALES TAX (7.25%)		\$ 2,020.00
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX		\$ 66,399.17

Evans
Bidder Name

Signature of Bidder

Dated 3/8/2017

Pleasant Valley Recreation and Park District

Cost Price Proforma

BK pavillion

BK P1-2018-1

ALT Bid 2a (with) 3"x4" Doug Fir lattice spaced 6" OC

1 LABOR					
<u>Labor Category</u>	<u>Labor Rate (\$/T)</u>	<u>Labor Rate (O/T)</u>	<u>Proposed</u>	<u>Proposed Hours</u>	<u>Total Labor Cost</u>
			<u>Hours (\$/T)</u>	<u>(O/T)</u>	
Forman	\$ 78.00	\$	80		\$ 6,240.00
Tradesman	\$ 78.00	\$	213.64		\$ 16,663.71
Laborer	\$	\$			\$
Subtotal Labor Costs					\$ 22,903.71

2 Other Direct Cost			
		Material Mark Up %	
a. Materials	\$	15	\$ 17,619.82
b. Subcontractors			\$
c. Other (specify) Equipment, dumpster, temp fencing, O/H & profit, bonding			\$ 12,948.12
d. Freight/Shipping, if applicable			\$ 300.00
Subtotal Other Direct Cost			\$ 30,867.94
3 SALES TAX (7.25%)			\$ 1,377.29
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX			\$ 55,148.94

J Evans
 Bidder Name
[Signature]
 Signature of Bidder
 Dated 3/8/2017

Pleasant Valley Recreation and Park District

Cost Price Proforma

BK pavillion
BK P1-2018-1

ALT Bid 2b (with) 3"x4" Doug Fir lattice spaced 12" OC

1 LABOR					
<u>Labor Category</u>	<u>Labor Rate (S/T)</u>	<u>Labor Rate (O/T)</u>	<u>Proposed Hours (S/T)</u>	<u>Proposed Hours (O/T)</u>	<u>Total Labor Cost</u>
Forman	\$ 78.00	\$	80		\$ 6,240
Tradesman	\$ 78.00	\$	157.79		\$ 12,308.82
Laborer	\$	\$			\$
Subtotal Labor Costs					\$ 18,548.82

2 Other Direct Cost		
	<u>Material Mark Up %</u>	
a. Materials	\$ 15	\$ 14,408.56
b. Subcontractors		\$
c. Other (specify) Equipment, dumpster, temp fencing, O/H & profit, bonding		\$ 13,453.27
d. Freight/Shipping , if applicable		\$ 300.00
Subtotal Other Direct Cost		\$ 28,161.83
3 SALES TAX (7.25%)		\$ 1,200.00
4 TOTAL LABOR, OTHER DIRECT COST & SALES TAX		\$ 47,610.65

J Evans
Bidder Name _____
Signature of Bidder _____
Dated 3/8/2017 _____

BID FORM

FIRM NAME: JEC, Inc

POINT OF CONTACT: Diana Evans

ADDRESS: 1703 Cadenhorn Dr Agoura, Ca 91301

TELEPHONE NUMBER: 818-597-1708 or 818-458-2239

FAX NUMBER: 866-651-2052

FOR THE

**BID REGISTRATION FOR BOB KILDEE PICNIC AREA #1
PAVILION WOOD COVERING PROJECT**

SPEC NO. BKP1-2018-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
Bob Kildee Pavilion
SPEC NO. BKP1-2018-1

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 "Bob Kildee Wood Replacement Project, Spec NO. BK PI-2018-1" 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 "Bob Kildee Wood Replacement Project, Spec NO. Bk PI 2018-1", 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.

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.

JEC. INC.

Bidder Name

DIANA EVANS



Signature of Bidder

Dated

2/27/18

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: 1703 Cadenhorn Dr Agoura, Ca 91301
- (2) Telephone: 818 597-1708
- (3) Type of Firm: Corporation
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification 563536 Expiration date 7/31/18
- (5) Corporate organized under the laws of the State of: Ca
- (6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (x), 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.

Diana Evans Pres, Sect

Jeff Evans VP

- (8) Number of years of experience as a Contractor in construction work. 29 yrs

- (9) List at least three (3) completed projects completed in the last 18 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ <u>3,650.-</u>	<u>B</u>	<u>2/18</u>	<u>- LVUSD</u> <u>Shawn Yudmaska - 818-878-5264</u> <u>4111 N. LAS VIRGENES, CA 91302</u>
\$ <u>16,850.-</u>	<u>A+B</u>	<u>4/17</u>	<u>- LVUSD</u> <u>Shawn Yudmaska - 818-878-5264</u> <u>4111 N. LAS VIRGENES, CA 91302</u>
\$ <u>24,100.-</u>	<u>B</u>	<u>3/17</u>	<u>LVUSD</u> <u>Shawn Yudmaska - 818-878-5264</u> <u>4111 N. LAS VIRGENES, CA 91302</u>

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

Diana Evans
Date of Inspection: 2/24/18

(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 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 project.

NAME: Roadside Lumber
ADDRESS: Agoura
EQUIPMENT TO BE PROVIDED: Lumber

NAME: Quinn Equip Rental
ADDRESS: Oxnard
EQUIPMENT TO BE PROVIDED: Equip rental

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 (x)

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 (x)

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 (x)

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 x

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.

Diana Evans, being first duly sworn, deposes
Name

and says that he or she is President of JEC, Inc
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.

563536 A, B
Contractor's State License Number and Classification
7/31/18
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: Agoura, Los Angeles, Ca
(City and County, State)

on 3-6 20 18.


Signature

563536 A, B
State License Number and Classification

1703 Cadenhorn Dr Agoura, Ca 91301
Street Address City State Zip Code

Telephone Number 818 597-1708

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

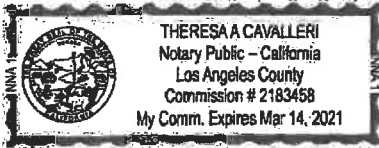
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 3-6-18 before me, Theresa A. Cavalleri
Date Here Insert Name and Title of the Officer
personally appeared DIANA EVANS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Theresa A. Cavalleri
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit Document Date: 3-6-18
Number of Pages: 1 Signer(s) Other Than Named Above: 0

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

The undersigned declares:

I am the Pres of JEC, 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 2/27/18 [date], at Agoura [city], Ca [state].

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we JEC, Inc. dba: J Evans Construction
as Principal, hereinafter referred to as "Contractor" and SureTec Insurance Company
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of
Ten Percent Of The Total Amount Bid Dollars (\$ 10% Of Bid), 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
Bob Kildee Picnic Area #1 Pavilion Wood Covering Project, Specs No. BKP1-2018-1

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 27th day of February, 2018, 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:

JEC, Inc. dba: J Evans Construction

(Contractor)

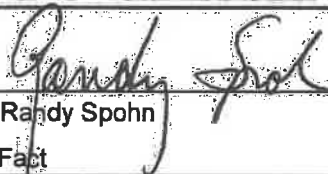
1703 Cadenhorn Drive, Agoura, CA 91301

(Address)


(By)
President
(Title)

ATTEST:

SureTec Insurance Company
(Surety)
3131 Camino del Rio N., Suite 1450, San Diego, CA 92108
(Address)


(By) Randy Spohn
Attorney-in-Fact
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ N/A per thousand.

The total amount of premium charged is \$ 0.00

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Randy Spohn, Matthew R. Dobyns

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 19th day of April, A.D. 2017.

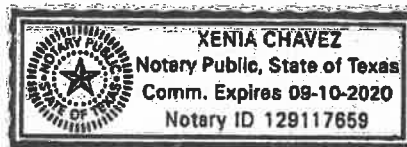
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 19th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of February, 2018, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

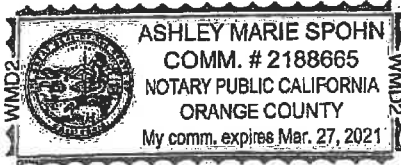
State of CALIFORNIA

County of ORANGE

On February 27th, 2018 before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC,

personally appeared RANDY SPOHN

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.

Ashley Marie Spohn
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

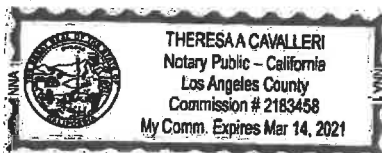
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 3-6-18 before me, Theresa A. Cavalleri
Date < Here insert Name and Title of the Officer
personally appeared DIANA EVANS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Theresa A. Cavalleri
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Matthew Parker, Park Supervisor

DATE: April 4, 2018

**SUBJECT: APPROVAL OF BID SPECIFICATIONS FOR THE
PARKS MAINTENANCE YARD DRIVEWAY**

RECOMMENDATION

It is recommended the Board approve the attached bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

BACKGROUND

Asphalt driveways or parking lots, like any improvement have a projected service life based on construction methods, maintenance levels, and a number of other factors. All asphalt lots require maintenance and repair ranging from cleaning and seal coat applications to removing or replacing alligator sections, and complete failures.

The District developed Freedom Park in 1976 with 33.9 acres and built the maintenance yard the following year in 1977. The maintenance yard driveway was built over the top of the underground fuel tank and those tanks eventually deteriorated which caused them to leak. These tanks were removed; however, part of the damage to the driveway was caused by the fuel. As with most asphalt, it deteriorates quicker when not kept on a reoccurring maintenance schedule.

Without yearly maintenance the driveway has developed large pot holes creating safety concerns for staff and delivery personnel as this is the main hub for parks maintenance trucks, supplies and deliveries. During the July Board meeting, the Board appropriated capital funds in the amount of \$35,000 for the replacement of the asphalt driveway located at the Parks Maintenance Yard.

In September of 2017, staff sent out an RFP (Request for Proposal) and six companies attended the mandatory job walk which was held on September 26, 2017. Of the six (6) companies that were solicited for bids, only three (3) submitted bids with the low bidder being Toro Enterprises in the amount of \$44,420.

At the November 2017 regular board meeting, staff recommended the Board accept the bid proposal from Toro Enterprise; however, the lowest bid was \$9,500 more than the allocated funds for the project. The Board collectively agreed to reject all bids and directed staff to amend the scope of the project to better align with the funds allocated for this project.

ANALYSIS

In response to the Board's direction from previous meetings, staff identified approximately 3,900 square feet of asphalt / concrete surface area located at the maintenance yard which needs to be

removed and replaced with 2,700 sq. ft. of 4 in. thick concrete with a 6 in. aggregate subbase and approximately another 1,200 square feet of concrete that would require a minimum thickness of 6 in. of concrete with a 6 in. aggregate subbase. The extra 2 in. of concrete thickness increases the driveway's load bearing strength and is recommended due to the access of heavier vehicles, such as the trash and delivery trucks in the identified areas.

Staff had initially evaluated and examined the cost as well as maintenance comparison between the use of asphalt and concrete as material for repaving the shop driveway. Both materials have comparable equal load carrying abilities. Concrete has a life expectancy of thirty (30) to fifty (50) years and averages about \$11.00 per sq. ft. and asphalt, on the contrary, has a life expectancy of fifteen (15) to thirty (30) years with cost averages approximately forty percent (40%) lower than concrete, at roughly \$6.00 per sq. ft. Every five to seven years it is recommended that the asphalt be sealed with an asphalt slurry to preserve and protect underlying pavement structure and prevent aggregate granulation. The additional ongoing cost to slurry seal would be approximately \$3,000 to \$4,000 per application every five to seven years, which would equate to an approximate amount of \$20,000 over the asphalt's maximum life expectancy.

The use of concrete was selected for the use of this project for the following reasons:

- Longer life expectancy
- Reduced ongoing maintenance and associated expenses

The specifications identified in the Request for Proposal (RFP) is for the replacement of 3,900 sq. ft. of concrete (1,200 sq. ft. @ 6" thick and 2,700 sq. ft. @ 4" thick.) The bid schedule submittal form also identifies alternate bid line items for additional concrete.

The scope of work which needs to be addressed is as follows:

- Remove all existing marked asphalt
- Grade and compact road base to 90% compaction
- 1,200 sq. ft. at 6 inches in depth
- 2,700 sq. ft. at 4 inches in depth
- Reinforce with ½" re-bar every 18 inches on center
- Use 3,000 psi Concrete and Broom finish with medium broom
- Expansion joints shall be no greater than ½" thick

The bidding process will open on April 10, 2018 with a mandatory job walk on April 24th at 9:00 am and close on May 10, 2018 at 2:00 pm.

FISCAL IMPACT

There is no fiscal impact with this action; however, bids will be brought back to the Board at which time there will be a fiscal impact.

RECOMMENDATION

It is recommended the Board approve the attached bid specifications for the Parks Maintenance Yard Driveway project and direct staff to solicit proposals for the approved bid specifications.

ATTACHMENT

- 1) Bid Specifications and Contract (77 pages)
- 2) Request for Proposal (7 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

FISCAL YEAR 2017-2018

SD-2018-1

BID OPENING: April 10, 2018

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

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

RCE _____

PLEASANT VALLEY RECREATION & PARK DISTRICT
PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

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

FOR THE

**PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2018-1**

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 Street, Camarillo, CA 93010, up to the hour of **2:00 P.M., May 10, 2018**, at which time they will be publicly opened and read aloud in the Administrative Conference Room, **Camarillo, California**, for performing the following work:

**PARKS MAINTENANCE YARD DRIVEWAYPROJECT
SD-2018-1**

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 "**PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SPEC. NO. SD-2108-1**" 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 Tuesday /April 24, 2018, at **9:00 A.M.**, located at **380 Skyway Drive 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 project to **PARKS MAINTENANCE YARD DRIVEWAY PROJECT**. The work will take place at 380 Skyway Drive in Camarillo, California 93010, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER ESTIMATE FOR THIS PROJECT IS: \$35,000.

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Twenty (10) consecutive working days, exclusive of maintenance periods**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

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

OBTAINING CONTRACT DOCUMENTS: Specifications, and contract documents may be obtained on the District's website at: <http://www.pvrpd.org/parks/capital>. Paper copies are also available in Parks Department, 1605 E. Burnley Street Camarillo, CA 93010, (805) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 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 "A, B or C-8" 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 REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on April 24, 2018 commencing at 9:00 am, Park's shop maintenance yard located at **380 Skyway Drive Camarillo, CA 93010**.

BID QUESTIONS: All bid questions shall be submitted by email to Bob Cerasuolo, at bobc@pvrrpd.org for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Interested bidders and third parties shall attend a Pre-bid Conference and Site Inspection on April 24, 2018 commencing at 9:00 am, located at 380 Skyway Drive Camarillo, CA. **BID REGISTRATION FOR PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1**. 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 (60) 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 this 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 ten (10) 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, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$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 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 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 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 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 project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the 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 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 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 sublimits 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 interests 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 project who is brought onto or involved in the 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 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 project. 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

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

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 "**PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1**" 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 "**PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1**", 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

**PARKS MAINTENANCE YARD DRIVEWAY PROJECT
SD-2018-1**

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Remove all marked asphalt and concrete to sub-grade	3,900 sq ft	1			This item may be deducted if PVRPD in-house staff removes asphalt and concrete
2.	Grade and compact road base to 90% compaction	3,900 sq ft	1			
3.	3000 PSI concrete @ 6" depth to include re-bar per specs	1,200 sq ft	1			
4.	3000 PSI concrete @ 4" depth to include re-bar per specs	2,700 sq ft	1			
5.	Expansion joint material	fill in quantity	1 ft			
6.	 ALTERNATIVE BID ITEMS BELOW					
7.	3000 PSI concrete @ 6" depth to include re-bar per specs	3,900 sq ft	1			Alt- Bid 1 All concrete @ 6" depth
8.	Additional 3000 PSI concrete @ 4" depth to include re-bar per specs	50-250 sq ft	1 sq ft			Alt Bid additional concrete
9.	Additional 3000 PSI concrete @ 4" depth to include re-bar per specs	251-500 sq ft	1 sq ft			Alt Bid additional concrete
10.	Additional 3000 PSI concrete @ 4" depth to include re-bar per spec	501-1000 sq ft	1 sq ft			Alt Bid additional concrete
11.	Additional 3000 PSI concrete @ 6" depth to include re-bar per spec	50-250 sq ft	1 sq ft			Alt Bid additional concrete
12.	Additional 3000 PSI concrete @ 6" depth to include re-bar per spec	251-500 sq ft	1 sq ft			Alt Bid additional concrete
13.	Additional 3000 PSI concrete @ 6" depth to include re-bar per spec	501-1000 sq ft	1 sq ft			Alt Bid additional concrete
14.	Reinforcement bar doweling to existing concrete	ALL	1			
15.						

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						
24.						
TOTAL BID AMOUNT IN FIGURES (Total of extended totals of items 1-5)					\$	
TOTAL BID AMOUNT IN WORDS _____						

Bidder Name

Signature of Bidder

Dated _____

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 _____, 201__, 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 three (3) completed projects completed in the last 18 months:

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 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 project.

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 "PARKS MAINTENANCE YARD DRIVEWAY PROJECT, SD-2018-1" 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 **Twenty (20) consecutive working days**, exclusive of maintenance periods, 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 the State Labor Code 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, 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 project 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 _____, 2017

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 20__

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:

PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

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 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 380 Skyway Dr. 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 pre-construction 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 project 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 work days 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.

GP-6

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT PARKS MAINTENANCE YARD DRIVEWAY PROJECT

SD-2018-1

FISCAL YEAR 2017-2018

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 Parks Services 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 Ten (10) **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 5:00 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 project 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 project 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.

4-1.2 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.

4-1.3 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.

4-1.4 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.

(a) 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.

(b) 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.

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

(d) 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.

(e) 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 project area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, 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 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 5:00 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 insure 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 prior to the filing of "Notice of Completion" by the Project Manager. Full compensation shall be

considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite 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.

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

PARKS MAINTENANCE YARD DRIVEWAY PROJECT SD-2018-1

GENERAL

SCOPE OF WORK:

- **Remove all existing marked asphalt.**
- **Grade and compact road base to 90% compaction,**
- **1,200 sq. ft. will be 6 inches in depth,**
- **2,700 sq. ft. will be 4 inches in depth,**
- **Reinforce with $\frac{1}{2}$ " re-bar every 18 inches on center,**
- **Use 3,000 psi concrete and Broom finish with medium broom,**
- **Expansion joints shall be no greater than $\frac{1}{2}$ " thick**

APPENDIX A
CONSTRUCTION DRAWINGS/PHOTOS





SP-3



SP-4

SP-5

**Bid Specifications for
Parks Maintenance
Yard Driveway**

**Request for Proposal:
Due May 10, 2018, 2:00 pm**



www.pvrpd.org • 805-482-1996

Bob Cerasuolo
Park Services Manager
Pleasant Valley Recreation
and Park District, Camarillo, CA
805-482-5396 X 301
bobc@pvrpd.org
www.pvrpd.org

Request for Proposal Due May 10, 2018, 2:00 pm

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking a bid to replace the Driveway and Parking Lot at 380 Skyway Drive Camarillo California 93010. There will be a mandatory job walk on April 24, 2018 at 9:00 am.

SCOPE OF WORK:

- Remove all existing marked asphalt
- Grade and compact road base to 90% compaction
- 1,200 sq. ft. will be 6 inches in depth
- 2,700 sq. ft. will be 4 inches in depth
- Reinforce with ½" re-bar every 18 inches on center
- Use 3,000 psi Concrete and Broom finish with medium broom
- Expansion joints shall be no greater than ½" thick

BASIS OF SPECIFICATIONS

Refer to manufacturers' specifications unless otherwise noted herein, the specifications for this project shall be the Standard Specifications for Public Works Construction (the "GREEN BOOK"), latest edition.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (two copies). The following shall be included in your written proposal:

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

Request for Proposal Due May 10, 2018, 2:00 pm

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 Contractor License and a City of Camarillo business license and the proper insurance and bonding
- Possess a D.I.R number at the time of bid submittal

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.

CONSTRUCTION SCHEDULE

Within ten (10) days of the District's Contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work.

Contract Award June 6, 2018

Project Start Date approx. June 18, 2018

Project Completion Date no later than June 29, 2018

HOURS OF OPERATION

Unless otherwise approved by the General Manager, the Contractor shall not work outside the following Hours of Operation on this Project:

Weekdays (M/T/W/TH/F): 7:00 AM - 5:00 PM

Weekends (Sat. & Sun.): 7:00 AM – 5:00 PM

Holidays: No Work. (Holidays are those Holidays observed by the District)

TIME LINE

Request for Proposals released April 10, 2018

Proposals must be received by May 10, 2018, 2:00 p.m.

Contract Award June 6, 2017

Project Start Date approx. June 18, 2018

Project Completion Date no later than June 29, 2018

Request for Proposal Due May 10, 2018, 2:00 pm

PROPOSAL DEADLINE

The deadline for the proposal is **May 10, 2018, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Parks Maintenance Yard Driveway*** by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

Please submit two (2) copies of the proposal to:

**Bob Cerasuolo,
Park Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley Street
Camarillo, CA 93010**

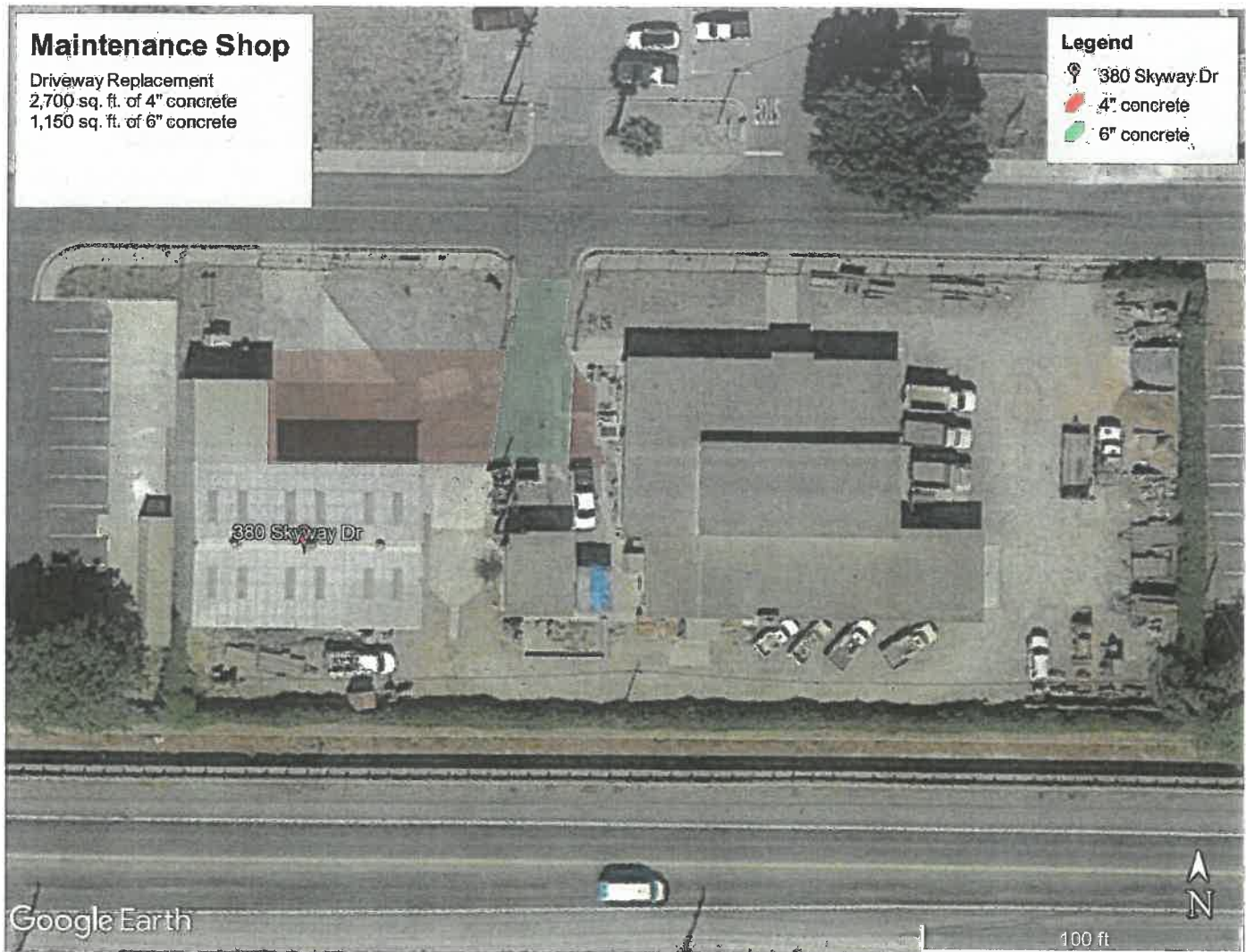
FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

For questions contact: **Bob Cerasuolo**, Park Services Manager
805-482-5396 ext 301

E-Mail bobc@pvrrpd.org

Request for Proposal Due May 10, 2018, 2:00 pm







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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Megan Hamlin, Administrative Analyst

DATE: April 4, 2018

**SUBJECT: CONSIDERATION AND APPROVAL TO NOMINATE A
CANDIDATE FOR THE CSDA BOARD OF DIRECTORS
SEAT A**

RECOMMENDATION

It is recommended that the Board nominate a candidate for the CSDA Board of Directors Seat A.

BACKGROUND

The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Seat A 2019-2021 term.

The leadership of CSDA is elected from its six geographical networks. Each network has three seats on the Board with staggered 3-year terms. The CSDA Board of Directors is the governing body responsible for all policy decisions related to member services, legislative advocacy, education and resources. A candidate must attend all board meetings, usually 4-5 meetings annually in Sacramento; participate on at least one committee which meets 3-5 times a year; attend Special District Legislative Days and the CSDA Annual Conference; and complete four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

The District is located within the Coastal Network which spans from Ventura County up to and including Santa Cruz County. The three current Coastal representatives are Ms. Elaine Magner (Board member, Pleasant Valley Recreation & Park District), Mr. Jeff Hodge (General Manager, Santa Ynez Community Service District), and Mr. Vincent Ferrante (Board member, Moss Landing Harbor District).

Currently, Director Magner's term is expiring and up for reelection for the Coastal Network.

ANALYSIS

If the Board chooses to nominate a Board Member or the General Manager for this seat, a copy of the minutes action and Candidate Information Sheet must be received by April 18, 2018. Electronic ballots will be emailed to the District on June 18, 2018 and it must be received by August 10, 2018. Successful candidates will be notified no later than August 14, 2018 and will be introduced at the Annual Conference in Indian Wells, CA in September 2018.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that the Board nominate a candidate for the CSDA Board of Directors Seat A.

ATTACHMENTS

- 1) Nomination Information (5 pages)



**California Special
Districts Association**
Districts Stronger Together

DATE: February 16, 2018
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2019 - 2021 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
(CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).

(over)

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors.

- **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination.**
- **Deadline for receiving nominations is April 18, 2018. Nominations and supporting documentation may be mailed or emailed to Beth Hummel. No faxes please.**

Mail: CSDA Attention: Beth Hummel
1112 I Street, Suite 200, Sacramento, CA 95814

E-mail: bethh@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A-Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A-Noelle Mattock, Director, El Dorado Hills CSD*
Bay Area Network Seat A-Robert Silano, Director, Menlo Park Fire Protection District*
Central Network Seat A-Joel Bauer, GM, West Side Cemetery District*
Coastal Network Seat A-Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network Seat A-Jo MacKenzie, Director, Vista Irrigation District*

(* = Incumbent is running for re-election)

If you have any questions, please contact Beth Hummel at 877-924-CSDA or bethh@csda.net.

NEW THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 18, 2018. All votes must be received through the system no later than 5:00 p.m. August 10, 2018.

*Districts can opt to cast a paper ballot instead; but you must contact Beth by e-mail Bethh@csda.net, by **April 18, 2018** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 10, 2018.

The successful candidates will be notified no later than August 14, 2018. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2018.



California Special
Districts Association
Districts Stronger Together

2018 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map on back)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

CSDA
Attn: Beth Hummel
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

bethh@csla.net

DEADLINE FOR RECEIVING NOMINATIONS – April 18, 2018



California Special Districts Association
DISTRICT NETWORKS





**California Special
Districts Association**
Districts Stronger Together

2018 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after May 31, 2018 will not be included with the ballot.**

9. INFORMATIONAL ITEMS, which do not require action, will be reported by members of the Board and staff:

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Santa Monica Mountains Conservancy
- D. Standing Committees – Finance, Liaison, Personnel and Policy
- E. Foundation for Pleasant Valley Recreation and Parks
- F. General Manager’s Report