

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
April 7, 2021**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 and the order of the Ventura County Public Health Officer issued March 20, 2020 (Stay Well at Home)

In order to minimize the spread of COVID-19, the Council Chambers will not be open to the public. To observe and/or participate in the Board meeting from the comfort of your home or other Stay Well at Home-compliant location, you may choose one of the following options:

- 1. You may observe the PVPRD Board meeting via live broadcast on the Local Government Channels – Spectrum Channel 10 and Frontier Channel 29.**
- 2. The meeting will also be live streamed on YouTube at:
<https://www.youtube.com/channel/UCCjEyMW3h472YEO9gI3Qgig>**
- 3. Zoom Meeting Information:**
 - Meeting Link: <https://zoom.us/j/91830555064>**
 - Webinar ID: 918 3055 5064**
 - Passcode: 313914**
 - Phone Number: 1-669-900-6833**
- 4. Public Comment Options:**
 - a. Email – If you wish to submit a public comment on a specific agenda item, please send your comment via email by 3:00 pm on Wednesday, April 7, 2021 to the Recording Board Secretary at krberts@pvrpd.org and reference the specific agenda item. The Recording Board Secretary will distribute copies to all Board members prior to the meeting. Emails received after that time will be sent to the Board members after the meeting, but still be included in the public record.**
 - b. Cell Phone/Computer with Microphone: Click on the Zoom webinar link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.**
 - c. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call into the listed phone number above and when prompted, enter the Webinar ID and Passcode. After entering those items, you will be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing *9. Then, follow the speaking instructions below.**

Speaking Instructions

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Board. Please ensure all background noise is muted (TV, radio, etc.) You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes has elapsed, your microphone will be muted and the next speaker will be invited to speak.

6:00 P.M.

REGULAR MEETING

NEXT RESOLUTION #671

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 any agenda item(s), or add any emergency agenda item(s).
5. 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 make comments about a matter within the Board's subject matter jurisdiction but not specifically on this agenda, in accordance with California law, the Board will listen, note the comments, and may bring the comments back up at a later date as an agenda item for discussion. Speakers will be allowed three minutes to address the Board. (Please note the options available to provide public comment listed above for this meeting.)
6. 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 Board Meeting of March 3, 2021 and Special Board Meeting of March 24, 2021
Approval receives and files minutes.
 - B. Warrants, Accounts Payable & Payroll
District's disbursements dated on or before February 28, 2021.
 - C. Financial Reports
Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for February 2021.
 - D. Consideration and Adoption of Resolution No. 669 Proclaiming April 2021 as Arbor Month
This proclamation acknowledges the District's continued efforts in educating the public on the value of trees in the urban environment.
 - E. Review and Approval of Surplus Supplies and Equipment List
Approval will allow for the disposal of surplus personal property owned by the District.
 - F. Consideration and Approval of the Request for Bid Proposals for the Remodeling of the Community Center Kitchen
The RFP needs to be approved before staff can solicit contractor bids for the renovation of the Community Center Kitchen.
 - G. Approve Resolution No. 670 to Adopt the District's Updated Injury and Illness Prevention Program Policy and Rescind Resolution No. 637
The Injury and Illness Prevention Policy (IIPP) has been updated by staff to contain the required CAL/OHSA COVID-19 Prevention Program.

7. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Converting One Tennis Court at Pitts Ranch Park and Springville to a Dual Use Court and Provide Staff Further Direction

With pickleball becoming more popular, recommendations for short-term solutions are addressed.

Suggested Actions: A MOTION to approve and authorize the General Manager to convert one (1) tennis court at Pitts Ranch and one (1) tennis court at Springville Park into a dual/multi-use court and to provide direction on mid-term and/or long-term solutions.

B. Consideration and Approval of the Purchase of a Carrier 7.5-Ton Rooftop High Efficiency Gas Heating and Air Conditioning Unit and Economizer for Room 6

The cost of repairs to the current HVAC for Room #6 warrants addressing the purchase of a new unit.

Suggested Actions: A MOTION to Approve:

- 1) The purchase and installation of a Carrier 7.5-Ton 208-230 volts 3-phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit with Aire Serv
AND
- 2) A budget adjustment in the amount of \$11,965 to the Capital Budget in Fund 10.

C. Review and Provide Direction for the Updated 2021-2026 Five-Year Strategic Plan

Once the Board reviews and makes any additional revisions to this Draft Strategic Plan, staff will return with a final version to include timelines for the action steps for the Board's approval.

Suggested Actions: Provide additional input and/or direction for the Draft 2021 – 2026 Strategic Plan prior to final approval.

8. 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. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager's Report

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

10. 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
Camarillo City Hall Council Chambers
Minutes of Regular Meeting
March 3, 2021**

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 6:02 p.m. by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

Anthony Miller led the pledge.

3. ROLL CALL

All present via Zoom.

Also Present: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Administrative Analyst Jessica Puckett, Human Resources Specialist Kathryn Drewry, Travis Hole, and Dan Johnston.

4. AMENDMENTS TO THE AGENDA

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

Voting was as follows:

Ayes: Magner, Dransfeldt, Kelley, Roberts, Chairman Malloy

Noes:

Absent:

**Motion to
Approve
Agenda**

Carried

Motion: Carried

5. PUBLIC COMMENTS

Dan Johnston of Camarillo stated that there have been no visible improvements made to the turf damage he commented upon in January regarding the condition of Pleasant Valley Fields. Park Services Manager Bob Cerasuolo stated that the fields have since been aerified, rolled, and top dressed and there appear to be no major areas of damage. He stated that the Bermuda grass does need time to grow.

6. CONSENT AGENDA

- A. Minutes for Special Board Meeting of January 23, 2021 and Regular Board Meeting of February 4, 2021
- B. Warrants, Account Payable & Payroll
- C. Financial Reports
- D. Consideration and Approval to Nominate a Candidate for the CSDA Board of Directors Seat A

Director Dransfeldt requested that Item 6.A. *Minutes* be pulled from the Consent Agenda for discussion. Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Magner to approve the Consent Agenda minus Item 6.A.

Motion to Approve Consent Agenda Minus Item 6.A.

Voting was as follows:

Ayes: Roberts, Magner, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

Director Dransfeldt requested that Dr. Martha Martinez-Bravo's email submitted for public comment be addressed regarding a few corrections. In an email, Dr Martinez-Bravo clarified that she is a resident of Camarillo and that Judge Consuelo Marshall is a Black judge and not a Latina judge. She also stated that the name of Dr. Jaime Casilla's organization is PLAN, Professional Latino/a Advancement Network. Director Dransfeldt reread the last paragraph of Dr. Martinez-Bravo's first email regarding public comments from Director Kelley and asked that this information be included in the January 23, 2021 Special Board Meeting minutes. Chairman Malloy stated that the errors of fact should be corrected and that any comments regarding social media postings should not be included or corrected. Director Kelley stated that he has reached out to Dr. Martinez-Bravo, but her voice mail is full and he will try again.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Kelley to approve Consent Agenda Item 6.A. *Minutes* as amended.

Motion to Approve Consent Agenda Item 6.A. as Amended

Director Roberts inquired about the Board's responsibility if a member of the public requests that a certain item be included or memorialized in the minutes. Chairman Malloy stated that requests can be considered but the Board as a group decides what is productive or inappropriate.

Voting was as follows:

Ayes: Magner, Kelley, Dransfeldt, Roberts, Chairman Malloy

Noes:

Absent:

Motion: Carried

Carried

7. NEW ITEMS - DISCUSSION/ACTION

A. Consideration and Approval of the FY 2019-2020 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPA's

Administrative Services Manager Leonore Young reviewed the financial analysis from the audit. Travis Hole, a partner with Moss, Levy & Hartzheim LLP, CPA's who performed the audit was on the line and available for questions. Discussion included: \$12.6 million loan for the COP with an amortization schedule and almost \$6 million in CalPERS unfunded liability which will continue to grow.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Roberts to approve the Annual Financial Report for FY 2019-2020 as prepared by Moss, Levy & Hartzheim, LLP, CPA's.

**Motion to
Approve
FY 19-20
Audit**

Voting was as follows:

Ayes: Magner, Roberts, Kelley, Dransfeldt, Chairman Malloy

Noes:

Absent:

Carried

Motion: Carried

B. Consideration for Setting Dates of Budget Workshops

Administrative Services Manager Leonore Young presented dates for consideration for the FY 2021-2022 budget workshops.

Chairman Malloy called for a motion. A motion was made by Director Roberts and seconded by Director Dransfeldt to approve April 24, 2021 & May 12, 2021 as the dates for the budget workshops.

**Motion to
Approve
Budget
Workshop
Dates for
FY 21-22**

Voting was as follows:

Ayes: Roberts, Dransfeldt, Magner, Kelley, Chairman Malloy

Noes:

Absent:

Carried

Motion: Carried

C. Unemployment Analysis

Administrative Services Manager Leonore Young presented information regarding obtaining a better estimate of possible unemployment costs. There was an increase in unemployment expenses this past year due to furloughs and reduced hours due to the effects of the COVID-19 pandemic. The District is self-funded and does not pay into the State Unemployment Insurance (SUI), so the District is charged what EDD pays out to furloughed employees every quarter. Ms. Young presented a chart with estimated amounts that will be due through June 2021.

8. INFORMATIONAL ITEMS

A. Chairman Malloy – Chairman Malloy reviewed the meetings he attended for the month. The Sierra Nevada snow pack is at 61% so Camarillo may be in for a severe drought again this year which means possible water restrictions. The temporary enclosed dog park at Freedom Park has been well received with Springville Dog Park being closed for renovations. Mr. Malloy reminded dog owners to keep their dogs on a leash between their vehicles and the dog park because of other park usage like baseball which is opening up.

B. Ventura County Special District Association/California Special District Association – VCSDA – Director Magner reported that there will be a special meeting on March 9 to fill some positions. CSDA – Director Magner stated that she is meeting with Kara Ralston and CA State Senator Limon on Friday. HR535 covers special districts providing essential services and SB91 extends the tenant relief act due to COVID. Special districts have not been included in any bills recently passed.

C. Ventura County Consolidated Oversight Board – No meeting.

D. Santa Monica Mountains Conservancy – Director Dransfeldt reported that there was a February 22nd Zoom meeting in which she took her oath. The meeting covered monarch butterflies as an endangered species and the conservation efforts taking place to work with public landscaping to not include tropical milkweed. SMMC's website was updated for the first time in 17 years. ADA documents had to be pulled off to check for web content and guidelines. Over 22,000 pages had to be removed at a cost of \$100 per page for conversion.

E. Standing Committees – Finance – Director Malloy provided an in depth look at CalPERS and unfunded liability (UL) and shared the 2018-2019 comprehensive annual financial report from CalPERS. With current funding ratios at a 70% funding level, it takes investment returns of over 10% in order to keep the unfunded liability from growing. CalPERS created unfunded liability loans to help agencies pay and the District started their loan payment schedule of the 2.5%@55 retirement plan in 2017. This retirement plan needs 43% more money to be fully funded. The UL will keep growing because there is a declining payroll, people retiring and no new members in the 2.5%@55 plan. The District's 2%@60 and 2%@62 retirement plans are fully funded. Director Roberts asked about the number of retirees or active members and Ms. Otten stated that retiree information can be provided on an annual basis in a report in November. Director Magner will check with CSDA if money which California receives for COVID relief could go towards paying down towards this problem. Liaison – No meeting. Long Range Planning – No meeting. Personnel – No meeting. Policy – February 25th meeting was cancelled.

F. Ad Hoc Committees – Pickleball/Tennis - Director Magner stated that there was a meeting on February 24th at 6pm with about 60 attendees. Short-term, mid-term and long-term options were discussed. Director Dransfeldt mentioned that court users are having problems with tennis instructors who are teaching on the courts without a permit. Next steps mentioned were a pilot program and rule changes at Bob Kildee Park, looking at caged court use during prime hours, signage, and proposals for dual use courts at Pitts Ranch Park and Springville Park. Ms. Otten stated that the short-term, mid-term and long-term options would come back before the Board in April. New recreation management software could possibly be used for primetime court reservations.

G. Foundation for Pleasant Valley Recreation and Parks – Director Magner stated that there was a meeting on February 17th to discuss fundraising. The Foundation will be losing treasurer Rod Brown who is moving out of state.

H. General Manager's Report – General Manager Otten reported that Ventura County is still in the purple tier, but the metrics have been dropping. The red tier will allow more classes to start up like puppy obedience, gymnastics, Kindermusik, and Bingo. Youth sports can have games now and adult leagues will be coming back. Private swim lessons are currently available. Easter Eggstravaganza this year will be a District wide Easter Egg Hunt with Bingo cards available on the website. The Friends of the Camarillo Dog Parks has donated over \$13,000 for a pergola at Springville Dog Park and some new benches. At Charter Oak Park, some trees have been pruned or removed and new trees will be replanted soon. Work on the Community Center kitchen is waiting on county planning and the landscape architects for Arneill Ranch Park are in contact with the City.

10. ORAL COMMUNICATIONS

Director Dransfeldt asked if any additional trees fell at Charter Oak Park due to the recent wind gusts. General Manager Otten stated that there have been no further losses as the poorest quality trees have been removed. Ms. Dransfeldt requested an update on Food Share at the Community Center. Ms. Otten stated that the District is still looking for partners to assist with food distribution and is checking on the use of volunteers. Director

Dransfeldt suggested that the District post an annual park maintenance schedule so that the public knows about any possible closures or major tree maintenance. Ms. Dransfeldt asked if an oversight position was needed for parks like PV Fields so that maintenance issues do not build up. Ms. Dransfeldt also asked about any updates on the goal setting workshop information and suggested that the District consider racial bias training and implement plans for equitable practices.

Ms. Otten stated that updates from the January Strategic Plan meeting will be brought before the Board at the April Regular Board meeting. Regarding Brightview's landscape maintenance contract at PV Fields, Ms. Otten stated that Brightview writes up weekly and monthly reports and will meet with Park Supervisor Brandon Lopez and Park Services Manager Bob Cerasuolo on a regular basis. PV Fields is the only District park with an annual maintenance and rest schedule because of its heavy usage. Chairman Malloy stated that usually dog parks are not affected as much and the track around the dog park at Springville helped to reduce compaction from heavier use than normal this past year due to the pandemic. Director Roberts asked about any county communication regarding using District sites for a COVID-19 vaccine site and Ms. Otten replied that there have not been any recent discussions. Director Roberts agreed with Director Dransfeldt regarding the need for racial bias training. Director Magner checked on the status of COVID-19 testing at Freedom Park since baseball games are starting up on March 27. Director Kelley reported that a friend of his recently tested positive for COVID-19 and that everyone should still take precautions.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:20 p.m.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

**Pleasant Valley Recreation and Park District
Administrative Building, Room #6
Minutes of Special Meeting
March 24, 2021**

1. CALL TO ORDER

The special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:36 p.m. by Chairman Malloy.

2. PLEDGE OF ALLEGIANCE

Chairman Malloy led the pledge.

3. ROLL CALL

All present. Director Kelley was present via teleconferencing.

Also Present: General Manager Mary Otten, Recreation Services Manager Eric Storrie, Administrative Analyst/Clerk of the Board Anthony Miller, Customer Service Lead/Recording Board Secretary Karen Roberts, Human Resources Specialist Kathryn Drewry, Colin Tanner, and Tiffany Israel.

4. ADOPTION OF AGENDA

Agenda accepted as presented.

5. OPEN COMMUNICATIONS/PUBLIC FORUM

No comments.

6. CLOSED SESSION

A. Conference with Labor Negotiators - The Board conducted a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators - Mary Otten, Kathryn Drewry, and Board Counsel regarding labor negotiations with the employee organization, SEIU Local 721.

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. NEW ITEMS – DISCUSSION/ACTION

A. Consideration of Voluntary COVID-19 Vaccination Policy

Human Resources Specialist Kathryn Drewry presented a Voluntary COVID-19 Vaccination Policy for the Board's consideration. The policy would allow the District's

Full-Time, Part-Time Year-Round, Lifeguards and Park Rangers to take up to 2 hours (for each dose) of worktime to receive the vaccination(s). Discussion included: need of Board approval since work hours are being offered to eligible employees for vaccination appointments; eligibility for most of the employees in Phase 1C; voluntary policy with an option to sign a declination form if so desired; suggestion for reference to state law in case the state changes the minimum number of hours allowed; and continued tracking of COVID-19 related items in case funding ever occurs.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Chairman Malloy to approve the Voluntary COVID-19 Vaccination Policy.

Voting was as follows:

Ayes: Magner, Chairman Malloy, Kelley, Dransfeldt, Roberts

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Voluntary
COVID-19
Vaccination
Policy**

Carried

10. ORAL COMMUNICATIONS

None.

11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 6:59 pm.

Respectfully submitted,

Approval,

**Karen Roberts
Recording Secretary**

**Mark Malloy
Chairman**

Pleasant Valley Recreation and Park District
 Finance Report
 February 2021

	Date	Amount	
Accounts Payables:	02/2021	\$ 298,035.27	
	Total	\$ 298,035.27	
Payroll (Total Cost):	2/4/2021	\$ 127,123.50	
	2/18/2021	\$ 126,638.31	
	Total	\$ 253,761.81	
Outgoing:Online Payments	2/4/2021	\$ 14,579.58	CALPERS- Ret.-PR-02/04/2021
	2/10/2021	\$ 32,782.31	CALPERS- Health Insurance
	2/10/2021	\$ 542.10	VSP- Vision Insurance
	2/10/2021	\$ 1,820.87	The Hartford
	2/10/2021	\$ 2,268.84	The Guardian
	2/10/2021	\$ 378.84	Aflac
	2/18/2021	\$ 14,666.50	CALPERS- Ret.-PR-02/18/2022
	Total	\$ 67,039.04	
	Grand Total	\$ 618,836.12	

Bank Reconciliation

Board Audit

User: FSantos
 Printed: 03/02/2021 - 8:47AM
 Date Range: 02/01/2021 - 02/28/2021
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
0	US BANK	US BANK: CALCARD CHARGES- 1	02/09/2021	47.00
24073	UMPQUA BANK	UMPQUA BANK: PENSION LOAN	02/22/2021	120,000.00
Total for Department: 00 Non Departmentalized				120,047.00
Department: 03 Recreation				
0	ACTIVE NETWORK, LLC	ACTIVE NETWORK: CC REFUND-	02/11/2021	199.50
0	US BANK	US BANK: CALCARD CHARGES- 1	02/09/2021	440.00
0	ELEONORA CORTINA	E.CORTINA: INSTRUCTOR FEES/z	02/11/2021	254.80
0	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/z	02/11/2021	175.50
24049	AMERICAN RED CROSS	AMER. RED CROSS: LG FOR CA B	02/11/2021	215.00
24058	LUCILE B. MOSIER	L.MOSSIER: INSTRUCTOR FEE/MC	02/11/2021	520.00
24063	SO.CA.MUN.ATHLETIC FEDERATI	SCMAF: MEMBERSHIP FOR D.GUJ	02/11/2021	20.00
24064	MARCIA STOCK	MARCIA STOCK: SWIM CLASSS R	02/11/2021	226.00
24071	HARVEY MARDYKS	H.MARDYKS: INSTRUCTOR FEES.	02/11/2021	331.50
24094	PARKER-ANDERSON LEARNING C	PARKER-ANDERSON INSTRUCTO	02/25/2021	210.00
24098	JANET SNYDER	J.SNYDER: INSTRUCTOR FEES/VA	02/25/2021	44.80
Total for Department: 03 Recreation				2,637.10
Department: 04 Parks				
0	ARAMSCO INC.	ARAMSCO: BLUE NITRILE GLOV	02/11/2021	855.32
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERVICE/L	02/02/2021	6,552.78
0	CITY OF CAMARILLO	CITY OF CAM: WATER SERV./LS V.	02/19/2021	3,305.11
0	CITY OF CAMARILLO	CITY OF CAM- WATER SERVICE/L	02/24/2021	10,456.61
0	E.J.HARRISON AND SONS, INC.	EJ HARRISON: 02/2021 TRASH CO	02/25/2021	4,336.74
0	GRAINGER	GRAINGER: DRAIN CLEANING C/	02/25/2021	237.42
0	SOCAL GAS COMPANY	SOCAL GAS CO: GAS SERVICE/PV	02/08/2021	3,454.08
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/WOODCRE	02/08/2021	3,705.48
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/ARNEILL R	02/18/2021	6,460.19
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/BIRCHVIE'	02/23/2021	617.61
0	SOUTHERN CALIF EDISON COMP.	SCE: POWER SERVICE/VALLE LIN	02/26/2021	1,679.39
0	SPRINT	SPRINT: CELL AND TABLET SERV	02/26/2021	331.98
0	US BANK	US BANK: CALCARD CHARGES- 1	02/09/2021	4,213.73
0	WEX BANK	WEX: 01/2021 FUEL PURCHASES	02/11/2021	3,229.73
0	ADAM WHEAT	A.WHEAT: BOOTS REIMBURSEM	02/11/2021	130.92
24050	ASTRA INDUSTRIAL SERVICES IN	ASTRA IND: RUBBER KIT	02/11/2021	206.78
24051	B & B DO IT CENTER	B&B: TRAP SUPPLIES FOR FREED	02/11/2021	270.63
24052	COGG'S TIRE SERVICE INC.	COGG'S TIRE SERVICE: FLAT REP/	02/11/2021	183.02
24053	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW: WATER SERVICE- EC	02/11/2021	57.72
24054	FRONTIER FIRE PROTECTION	FRONTIER FIRE PROTECTION: RE	02/11/2021	2,239.93
24057	LINCOLN AQUATICS	LINCOLN AQUATICS: GAL REFILI	02/11/2021	91.89
24059	NAPA AUTO PARTS	NAPA AUTO PARTS: WATER PUMF	02/11/2021	41.80
24060	NUTRIEN AG SOLUTIONS	NUTRIEN AG SOL.: CALCIUM NIT	02/11/2021	2,138.86
24062	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES	02/11/2021	825.51
24067	TURF RENOVATION MACHINERY	TURF RENO. MACHINERY INC:PT	02/11/2021	14,366.14
24068	W & S SERVICES	W&S: SEWER SERVICE/FREEDOM	02/11/2021	536.01
24069	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: GRID PI	02/11/2021	5,250.00
24070	ALL PHASE ELECTRIC	ALL PHASE ELECTRIC: 24W RETR	02/11/2021	860.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
24074	AMERICAN RESOURCE RECVY	AMERICAN RESOURCE RECVY: I	02/25/2021	947.39
24075	ASTRA INDUSTRIAL SERVICES IN	ASTRA INDUSTRIAL SERVICE: LF	02/25/2021	1,204.69
24076	B & B DO IT CENTER	B&B: HARDWARE FOR FLAGPOLI	02/25/2021	184.77
24079	BUFFUM'S SAFE & LOCK SVC	BUFFUMS: LUNCH ROOM LOCK I	02/25/2021	95.00
24080	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/TRA	02/25/2021	7,387.06
24082	KASTLE KARE	KASTLE KARE: RAT STATIONS/EC	02/25/2021	100.00
24084	LINCOLN AQUATICS	LINCOLN AQUATICS: LIQUID CHI	02/25/2021	615.84
24086	NAPA AUTO PARTS	NAPA AUTO PARTS: JUMPER CAB	02/25/2021	306.16
24088	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: GRID PI	02/25/2021	1,050.00
24089	WISCONSIN LIGHTING LAB	WISCONSIN LIGHTING LAB: LIGH	02/25/2021	3,677.61
24090	B & B DO IT CENTER	B&B: A PULLEY- V-BELT/BELTS I	02/25/2021	40.78
24091	FERGUSON ENTERPRISES INC. #1	FERGUSON: FOR NEW BACKFLOV	02/25/2021	68.19
24093	M & B SERVICES INC.	M&B SERVICES: SNAKED AND H'	02/25/2021	800.00
24096	SEBOS, INC.	ADVANCE SANITATION: SEPTIC P	02/25/2021	1,235.00
24097	SITEONE LANDSCAPE SUPPLY LL	SITEONE: VALVE BOX & LID	02/25/2021	626.72
24099	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: EMERG	02/25/2021	336.00
Total for Department: 04 Parks				95,310.89
Department: 05 Administration				
0	ACTIVE NETWORK, LLC	ACTIVE NETWORK: CC REFUND-	02/11/2021	8.00
0	ALESHIRE & WYNDER LLP	ALWSHIRE & WYNDER: 1/2021 LE	02/25/2021	2,103.00
0	CULLIGAN OF SYLMAR	CULLIGAN: 01/2021 WATER SERV	02/11/2021	38.00
0	DIGITAL DEPLOYMENT	DIGITAL DEPLOYMENT: 12/2020 V	02/09/2021	300.00
0	DIGITAL DEPLOYMENT	DIGITAL DEPLOYMENT: 01/2021 V	02/11/2021	300.00
0	SPECTRUM BUSINESS	SPECTRUM: CABLE SERVICE- 2/1'	02/26/2021	17.05
0	US BANK	US BANK: CALCARD CHARGES- 1	02/09/2021	1,907.22
0	FILEMON SANTOS JR.	F.SANTOS: 12/2020 MILEAGE REIN	02/11/2021	8.51
24048	ALLCONNECTED, INC.	ALLCONNECTED: 02/2021 BACK-I	02/11/2021	1,174.00
24055	BRENT IVES	B.IVES/BHI MGT. CONS.: 12/20-01/	02/11/2021	5,000.00
24056	J. THAYER COMPANY	J.THAYER: LAMINATED TAPE & E	02/11/2021	196.12
24061	QUADIENT FINANCE USA INC.	QUADIENT: POSTAGE FOR METE/	02/11/2021	500.00
24065	CODY SWANSON	C.SWANSON: INTERPRETIVE HIK	02/11/2021	62.50
24066	DAVID TORFEH	D.TORFEH: INSTRUCTOR FEE/INT	02/11/2021	50.00
24073	UMPQUA BANK	UMPQUA BANK: PENSION LOAN	02/22/2021	10,973.70
24077	BAY ALARM	BAY ALARM ALARM MON. SERV.	02/25/2021	345.00
24081	J. THAYER COMPANY	J.THAYER: LEGAL RULED PADS	02/25/2021	10.51
24083	KONICA MINOLTA	KONICA MINOLTA: 01/2021 BIZHU	02/25/2021	519.34
24085	MOSS,LEVY & HARTZHEIM	MOSS, LEVY & HARTZHEIM: FOR	02/25/2021	3,000.00
24095	SCI CONSULTING GROUP	SCI CONSULTING: PARK IMPACT	02/25/2021	12,425.00
Total for Department: 05 Administration				38,937.95
Total for Fund: 10 General Fund				256,932.94

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
24069	WEST COAST ARBORISTS INC.	WEST COAST ARBORIST: TREE &	02/11/2021	4,144.00
24078	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: 02/2020 LS MAINTI	02/25/2021	26,383.87
24087	SCI CONSULTING GROUP	SCI CONSULTING: 20/21 ASSESSM	02/25/2021	7,944.00
Total for Department: 00 Non Departmentalized				38,471.87
Total for Fund:20 Assessment Fund				38,471.87

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
0	US BANK	US BANK: CALCARD CHARGES- 1	02/09/2021	1,280.46
24092	LAUTERBACH & ASSOCIATES, IN	LAUTERBACH & ASSOC.:ARCHI S	02/25/2021	1,350.00
Total for Department: 00				2,630.46
Total for Fund:30 Park Dedication Fund				2,630.46

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		298,035.27

CASH REPORT

	2/28/2021 Balance	2/29/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 356,698.23	\$ 236,172.47	
457 Pension Trust Restricted	\$ 86,355.98	\$ 60,863.39	
Quimby Fee - Restricted	\$ 464,705.34	\$ 437,863.49	
Multi-Bank Securities Restricted	\$ 11,741.14	\$ 419,444.48	
Ventura County Pool - Restricted	\$ 4,538,368.15	\$ 4,928,403.08	
FCDP Checking	\$ 21,589.01	\$ 22,128.61	
Total	\$ 5,479,457.85	\$ 6,104,875.52	
Semi-Restricted Funds			
Assessment	\$ 731,241.73	\$ 641,603.34	
Capital Improvement	\$ 264,541.89	\$ 30,635.71	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 60,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital	\$ 2,168,016.82	\$ 2,555,455.63	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,841,042.18	\$ 3,730,936.42	
Unrestricted Funds			
Contingency	\$ 12,210.64	\$ 76,195.40	
LAIF/Cal Trust - Contingency	\$ 2,292,597.55	\$ 920,008.87	
General Fund Checking	\$ 533,710.59	\$ 350,604.29	
Total	\$ 2,838,518.78	\$ 1,346,808.56	
Total of all Funds	\$ 12,159,018.81	\$ 11,182,620.50	\$ 976,398.31

CASH REPORT

	3/10/2021 Balance	3/31/2020 Balance	
Restricted Funds			
Debt Service - Restricted	\$ 356,698.23	\$ 236,199.84	
457 Pension Trust Restricted	\$ 86,355.98	\$ 60,863.39	
Quimby Fee - Restricted	\$ 464,705.34	\$ 120,957.49	
Multi-Bank Securities Restricted	\$ 11,741.14	\$ 415,421.14	
Ventura County Pool - Restricted	\$ 4,538,368.15	\$ 4,928,403.08	
FCDP Checking	\$ 17,089.01	\$ 22,128.61	
Total	\$ 5,474,957.85	\$ 5,783,973.55	
Semi-Restricted Funds			
Assessment	\$ 730,146.23	\$ 629,305.66	
Capital Improvement	\$ 264,541.89	\$ 30,635.71	
Capital - Vehicle Replacement	\$ 79,843.80	\$ 60,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 16,397.94	
LAIF - Capital #1200	\$ 2,292,597.55	\$ 2,555,455.63	
Contingency - Dry Period	\$ 361,000.00	\$ 361,000.00	
Contingency - Computer	\$ 20,000.00	\$ 15,000.00	
Contingency - Repair/Oper/Admin	\$ 200,000.00	\$ 50,000.00	
Total	\$ 3,964,527.41	\$ 3,718,638.74	
Unrestricted Funds			
Contingency	\$ 12,210.64	\$ 76,195.40	
LAIF/Cal Trust - Contingency #1301	\$ 2,168,016.82	\$ 920,008.87	
General Fund Checking	\$ 425,172.63	\$ 7,357.95	
Total	\$ 2,605,400.09	\$ 1,003,562.22	
Total of all Funds	\$ 12,044,885.35	\$ 10,506,174.51	\$ 1,538,710.84

Ventura County Pool

Investment Name	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020
Ventura County Pool	2.497%	2.363%	2.259%	2.089%	2.02%	1.995%	1.887%	1.796%	1.604%
	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021
Ventura County Pool	1.451%	1.293%	1.103%	.958%	.796%	.690%	.518%	.464%	.495%

• Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020
Local Agency Investment Fund (LAIF)	2.280%	2.190%	2.150%	2.043%	1.967%	1.912%	1.787%	1.648%	1.363%
	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021
Local Agency Investment Fund (LAIF)	1.217%	.920%	.784%	.685%	.620%	.576%	.540%	.458%	.407%

Cal Trust

Investment Name	September 2019	October 2019	November 2020	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020
Cal Trust	2.00%	1.77%	1.56%	1.52%	1.50%	1.50%	.79%	.27%	.15%
	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021
Cal Trust	.10%	.07%	.004%	.09%	.07%	.04%	.03%	.03%	.03%

**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 7, 2021

SUBJECT: FINANCE REPORT FEBRUARY 2021

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for February 28, 2021 for Fund 10, Fund 20, and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIALS THROUGH FEBRUARY 28, 2021

The District's Statements of Revenues and Expenditures for the period of July 1, 2020 through February 28, 2021 with a year-to-date comparison for the period of July 1, 2019 through February 28, 2020 are attached. The percentage rate used for the 2020-2021 fiscal year budget is 67% for Period 8 of the fiscal year. The mid-year budget adjustments were presented before the Board of Directors on February 4, 2021, approved and input into Springbrook's Accounting Software. Those adjustments are reflected in this set of financial reports.

REVENUES

Total revenue for the 8th month ending February 28, 2021 for Fund 10 (General Fund) has an overall decrease of \$300,865 in comparison to fiscal year 2019-2020. The variance from prior year reflects the same accounts as last month and is made up of two major decreases in 1) Public Fees (\$186,446) and 2) Rental (\$144,275).

Total revenue for the 8th month ending February 28, 2021 for Fund 20 (Assessment District) is at 58.6% of budget.

For Fund 30, the Park Dedication Fund had limited revenue for the month of February 2021.

EXPENDITURES

Personnel Expenditures have decreased by \$116,486 for fiscal year 2020-2021 in comparison to personnel expenses for the same time last year. The variance is primarily due to decreases in Part-Time Salaries (\$259,303) and an increase in Employee Insurance (\$91,305) along with variances in other accounts. The increases in Employee Insurance will show as a significant increase for the remainder of the fiscal year due to the retroactive pay the SEIU employees received in November 2020 and may be mentioned numerous times between now and June 2021 as one of the major variances in personnel between FY19-20 and FY20-21.

Services and Supplies Expenditures for Fund 10 have decreased \$543,497 in comparison to the same time as last year. The primary accounts showing a decrease in comparison to last fiscal year are 1) Hill Fire (\$368,974), and 2) Reserve Bucket-Repair/Operations/Administration (\$130,000).

Fund 20 is at 67.3% in Personnel and 63.7% in Service and Supplies; Personnel is above the marker of 67% due to the Employee Insurance line item. Employee Insurance will be brought into alignment once all the FY2020-2021 payrolls have posted in June 2021. Services and Supplies are below the marker by 3.31% for the 8th month of the fiscal year.

Fund 30 has no Personnel expense and minimal Services and Supplies expenses for February 2021.

Both Fund 10 and Fund 30 continue to show progress in the Capital Improvement Projects for the fiscal year.

FISCAL IMPACT

Overall, the financials show the District is under the approved budget for Fund 10 by 4.9% and under the approved budget for Fund 20 by 3.23%.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for February 28, 2021 for Fund 10, Fund 20, and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of February 28, 2021 Fund 10
(2 pages)
- 2) Financial Statement of Revenue and Expenditures as of February 28, 2021 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of February 28, 2021 Fund 30
(1 page)

**General Ledger
Fund 10 General Fund
February 2021 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport - Cur Year Secured	5110-5240	\$ -	\$ (3,833,828.68)	\$ (4,070,021.09)	\$ (6,481,869.00)	\$ (2,411,847.91)	62.79%
Interest Earnings	5310	\$ (29.82)	\$ (56,191.61)	\$ (17,814.87)	\$ (20,635.00)	\$ (2,820.13)	86.33%
Hill Fire 2018	5465	\$ -	\$ (156,693.01)	\$ (219,884.01)	\$ (219,884.00)	\$ 0.01	100.00%
Park Patrol Citations	5506	\$ -	\$ (3,068.95)	\$ (1,100.00)	\$ (1,900.00)	\$ (800.00)	57.89%
Contract Classes-Public Fees	5510	\$ (8,274.00)	\$ (130,105.30)	\$ (39,619.05)	\$ (41,698.00)	\$ (2,078.95)	95.01%
Public Fees	5511	\$ (10,169.70)	\$ (211,561.80)	\$ (25,115.35)	\$ (20,000.00)	\$ 5,115.35	125.58%
Public Fees-Entry Fees	5520	\$ -	\$ (27,797.76)	\$ (2,019.00)	\$ (2,000.00)	\$ 19.00	100.95%
Vending Concessions	5525	\$ -	\$ (2,525.50)	\$ -	\$ -	\$ -	0.00%
Rental	5530	\$ (13,790.67)	\$ (278,505.01)	\$ (111,115.85)	\$ (100,900.00)	\$ 10,215.85	110.12%
Cell Tower Revenue	5535	\$ (8,136.70)	\$ (65,908.92)	\$ (64,960.05)	\$ (91,704.00)	\$ (26,743.95)	70.84%
Parking Fees	5540	\$ (646.48)	\$ (8,871.26)	\$ (4,143.78)	\$ (6,261.00)	\$ (2,117.22)	66.18%
Dues	5550	\$ -	\$ 50.00	\$ -	\$ -	\$ -	0.00%
Activity Guide Revenue	5555	\$ -	\$ (20,760.00)	\$ (850.00)	\$ -	\$ 850.00	0.00%
Sponsorships	5558	\$ (1,750.00)	\$ (4,700.00)	\$ (1,900.00)	\$ -	\$ 1,900.00	0.00%
Staffing Cost Recovery	5563	\$ (13,141.00)	\$ (15,466.06)	\$ (18,926.00)	\$ (7,500.00)	\$ 11,426.00	252.35%
Special Event Permits	5564	\$ (100.00)	\$ (303.00)	\$ (500.00)	\$ -	\$ 500.00	0.00%
Security Services Recovery	5566	\$ -	\$ (2,550.00)	\$ -	\$ -	\$ -	0.00%
Donations	5570	\$ -	\$ (94,687.00)	\$ (35,000.00)	\$ (36,000.00)	\$ (1,000.00)	97.22%
Grants	5573	\$ 13,099.00	\$ (23.65)	\$ -	\$ -	\$ -	0.00%
Grant - Greenfield Fitness Equ	5574	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other/Purchase Discount Taken	5575	\$ (1,383.00)	\$ (55,839.32)	\$ (51,115.61)	\$ (20,082.00)	\$ 31,033.61	254.53%
Credit Card Processing Fee	5576	\$ -	\$ (670.95)	\$ (53.36)	\$ -	\$ 53.36	0.00%
Cash Over/Under	5580	\$ (32.00)	\$ (110.00)	\$ (88.00)	\$ -	\$ 88.00	0.00%
Incentive Income	5585	\$ (18.27)	\$ (1,368.51)	\$ (348.02)	\$ (800.00)	\$ (451.98)	43.50%
Reimbursement - ROPS	5600	\$ -	\$ (309,187.20)	\$ (373,105.94)	\$ (313,000.00)	\$ 60,105.94	119.20%
Reimb-Needs Assessment/LPA	5605	\$ -	\$ (75,482.17)	\$ (17,610.38)	\$ -	\$ 17,610.38	0.00%
Revenue		\$ (44,372.64)	\$ (5,356,155.66)	\$ (5,055,290.36)	\$ (7,364,233.00)	\$ (2,308,942.64)	68.65%
YTD Comparison				\$ 300,865.30			
Expense							
Full Time Salaries	6100	\$ 171,877.30	\$ 1,488,797.35	\$ 1,463,732.54	\$ 2,331,694.00	\$ 867,961.46	62.78%
Overtime Salaries	6101	\$ 430.06	\$ 19,873.42	\$ 7,046.84	\$ 15,490.00	\$ 8,443.16	45.49%
Car Allowance	6105	\$ 830.74	\$ 7,061.29	\$ 7,061.29	\$ 10,800.00	\$ 3,738.71	65.38%
Cell Phone Allowance	6108	\$ 1,052.14	\$ 10,468.00	\$ 9,028.63	\$ 14,610.00	\$ 5,581.37	61.80%
Part-Time Salaries	6110	\$ 13,577.29	\$ 360,639.75	\$ 101,335.81	\$ 232,516.00	\$ 131,180.19	43.58%
Retirement	6120	\$ 29,572.20	\$ 248,052.63	\$ 253,222.47	\$ 404,671.00	\$ 151,448.53	62.57%
457 Pension	6121	\$ 174.34	\$ 6,522.00	\$ 6,609.17	\$ 7,445.00	\$ 835.83	88.77%
Deferred Compensation	6125	\$ 354.92	\$ -	\$ 3,016.82	\$ 4,615.00	\$ 1,598.18	65.37%
Employee Insurance	6130	\$ 32,704.26	\$ 142,819.34	\$ 234,124.29	\$ 303,622.00	\$ 69,497.71	77.11%
Workers Compensation	6140	\$ 9,988.15	\$ 70,133.47	\$ 54,891.99	\$ 141,014.00	\$ 86,122.01	38.93%
Unemployment Insurance	6150	\$ -	\$ 633.00	\$ 9,556.00	\$ 53,400.00	\$ 43,844.00	17.90%
Loan - Pension Obligation	6160	\$ 21,395.17	\$ 167,020.00	\$ 171,161.33	\$ 256,742.00	\$ 85,580.67	66.67%
PERS Unfunded Liability	6170	\$ -	\$ 349,318.00	\$ 434,065.00	\$ 434,065.00	\$ -	100.00%
Personnel		\$ 281,956.57	\$ 2,871,338.25	\$ 2,754,852.18	\$ 4,210,684.00	\$ 1,455,831.82	65.43%
YTD Comparison				\$ (116,486.07)			
Services and Supplies							
Telephone/Internet	6210	\$ 1,842.13	\$ 11,837.80	\$ 13,535.82	\$ 16,596.00	\$ 3,060.18	81.56%
Internet Services	6220	\$ 1,174.00	\$ 28,389.36	\$ 11,522.00	\$ 27,135.00	\$ 15,613.00	42.46%
IT Infrastructure	6230	\$ -	\$ 150.30	\$ 360.50	\$ 2,000.00	\$ 1,639.50	18.03%
Computer Hardware/Software	6240	\$ -	\$ 10,208.03	\$ 5,078.68	\$ 10,040.00	\$ 4,961.32	50.58%
Pool Chemicals	6310	\$ 615.84	\$ 2,597.49	\$ 1,448.73	\$ 7,250.00	\$ 5,801.27	19.98%
Janitorial Supplies	6320	\$ -	\$ 26,427.07	\$ 14,254.09	\$ 52,400.00	\$ 38,145.91	27.20%
COVID - Supplies	6321	\$ -	\$ -	\$ 3,977.69	\$ 5,100.00	\$ 1,122.31	77.99%
Kitchen Supplies	6330	\$ -	\$ 352.26	\$ -	\$ -	\$ -	0.00%
Food Supplies	6340	\$ -	\$ 2,297.58	\$ -	\$ -	\$ -	0.00%
Water Maint & Service	6350	\$ 49.50	\$ 619.42	\$ 505.75	\$ 1,239.00	\$ 733.25	40.82%
Laundry/Wash Service	6360	\$ -	\$ 181.00	\$ 178.00	\$ 480.00	\$ 302.00	37.08%
Medical Supplies	6380	\$ -	\$ 21.98	\$ -	\$ -	\$ -	0.00%
Insurance Liability	6410	\$ -	\$ 142,201.00	\$ 208,084.00	\$ 209,311.00	\$ 1,227.00	99.41%
Fuel	6510	\$ 2,379.85	\$ 29,315.61	\$ 27,412.46	\$ 50,400.00	\$ 22,987.54	54.39%
Vehicle Maintenance	6520	\$ 1,421.51	\$ 15,266.51	\$ 14,900.69	\$ 34,400.00	\$ 19,499.31	43.32%
Office Equipment Maintenance	6530	\$ -	\$ -	\$ 116.89	\$ -	\$ (116.89)	0.00%
Building Repair	6610	\$ 6,532.57	\$ 55,812.40	\$ 18,318.82	\$ 83,000.00	\$ 64,681.18	22.07%
HVAC	6620	\$ -	\$ 1,109.61	\$ 2,382.14	\$ 8,820.00	\$ 6,437.86	27.01%
Playground Maintenance	6630	\$ -	\$ 19,528.13	\$ 2,970.98	\$ 40,000.00	\$ 37,029.02	7.43%
Hill Fire 2018	6640	\$ -	\$ 368,974.05	\$ -	\$ -	\$ -	0.00%
Grounds Maintenance	6710	\$ 2,136.07	\$ 46,093.57	\$ 34,601.44	\$ 86,220.00	\$ 51,618.56	40.13%
Tree Care	6719	\$ 336.00	\$ 27,972.00	\$ 18,019.88	\$ 30,000.00	\$ 11,980.12	60.07%
Park Signage (Branding)	6725	\$ -	\$ 6,895.75	\$ -	\$ -	\$ -	0.00%
Contracted Pest Control	6730	\$ -	\$ 820.00	\$ 660.00	\$ 3,000.00	\$ 2,340.00	22.00%
Rubbish & Refuse	6740	\$ 4,650.73	\$ 51,327.16	\$ 46,300.86	\$ 77,006.00	\$ 30,705.14	60.13%
Vandalism/Theft	6750	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
Memberships	6810	\$ -	\$ 12,820.26	\$ 11,905.00	\$ 13,696.00	\$ 1,791.00	86.92%
Office Supplies	6910	\$ 54.29	\$ 14,406.26	\$ 3,709.26	\$ 15,885.00	\$ 12,175.74	23.35%
Postage Expense	6920	\$ -	\$ 11,972.18	\$ 1,037.65	\$ 2,250.00	\$ 1,212.35	46.12%
Advertising Expense	6930	\$ -	\$ 2,865.90	\$ 900.00	\$ 6,240.00	\$ 5,340.00	14.42%
Printing Charges	6940	\$ -	\$ 8,332.37	\$ 4,859.88	\$ 13,338.00	\$ 8,478.12	36.44%
ActiveNet Charges	6950	\$ 913.35	\$ 35,596.31	\$ 8,912.35	\$ 52,542.00	\$ 43,629.65	16.96%

**General Ledger
Fund 10 General Fund
February 2021 67%**

Description	Account	Period	Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Approp Redev/Collection Fees	6960	\$	-	239,173.17	\$ 255,697.19	\$ 481,576.00	\$ 225,878.81	53.10%
Minor Furn Fixture & Equip	6980	\$	-	864.17	\$ 863.01	\$ 1,134.00	\$ 270.99	76.10%
Comp Hardware/Software Exp	6990	\$	-	104.93	\$ -	\$ -	\$ -	0.00%
Fingerprint Fees (HR)	7010	\$	-	1,194.00	\$ -	\$ 2,060.00	\$ 2,060.00	0.00%
Fire & Safety Insp Fees	7020	\$	-	3,311.95	\$ 2,239.93	\$ 2,975.00	\$ 735.07	75.29%
Permit & Licensing Fees	7030	\$	-	2,574.87	\$ 1,269.03	\$ 3,650.00	\$ 2,380.97	34.77%
State License Fee	7040	\$	-	852.50	\$ 657.50	\$ 800.00	\$ 142.50	82.19%
Professional Services	7100	\$	-	3,384.13	\$ 5,000.00	\$ 7,000.00	\$ 2,000.00	71.43%
Legal Services	7110	\$	-	70,074.94	\$ 25,460.06	\$ 90,000.00	\$ 64,539.94	28.29%
Typeset and Print Services	7115	\$	-	27,804.57	\$ -	\$ -	\$ -	0.00%
Instructor Services	7120	\$	2,484.80	78,464.68	\$ 18,429.20	\$ 57,138.00	\$ 38,708.80	32.25%
PERS Admin Fees	7125	\$	-	1,685.59	\$ 1,130.80	\$ 2,110.00	\$ 979.20	53.59%
Audit Services	7130	\$	-	7,260.00	\$ 10,100.00	\$ 20,175.00	\$ 10,075.00	50.06%
Medical & Health Svcs (HR)	7140	\$	-	4,152.50	\$ 400.00	\$ 4,000.00	\$ 3,600.00	10.00%
Security Services	7150	\$	345.00	1,248.55	\$ 2,257.50	\$ 3,200.00	\$ 942.50	70.55%
Entertainment Services	7160	\$	-	420.00	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
Business Services	7180	\$	5,411.96	46,282.60	\$ 40,452.08	\$ 88,614.00	\$ 48,161.92	45.65%
Conversion Adjustment	7185	\$	-	(52,050.17)	\$ -	\$ -	\$ -	0.00%
Umpire/Referee Services	7190	\$	-	919.00	\$ -	\$ -	\$ -	0.00%
Subscriptions	7210	\$	-	1,581.07	\$ 1,244.02	\$ 3,524.00	\$ 2,279.98	35.30%
Rents & Leases - Equip	7310	\$	113.77	13,416.31	\$ 2,132.47	\$ 11,200.00	\$ 9,067.53	19.04%
Bldg/Field Leases & Rental	7320	\$	-	60.00	\$ -	\$ -	\$ -	0.00%
Event Supplies	7410	\$	-	975.69	\$ -	\$ 780.00	\$ 780.00	0.00%
Supplies	7420	\$	-	9,971.85	\$ 25.71	\$ -	\$ (25.71)	0.00%
Bingo Supplies	7430	\$	-	3,791.82	\$ -	\$ 600.00	\$ 600.00	0.00%
Sporting Goods	7440	\$	-	2,634.34	\$ 207.91	\$ 1,000.00	\$ 792.09	20.79%
Arts and Craft Supplies	7450	\$	-	47.24	\$ -	\$ -	\$ -	0.00%
Training Supplies	7460	\$	-	764.36	\$ 499.71	\$ 1,600.00	\$ 1,100.29	31.23%
Small Tools	7500	\$	28.95	2,815.03	\$ 2,465.77	\$ 5,000.00	\$ 2,534.23	49.32%
Safety Supplies	7510	\$	-	3,417.63	\$ 214.88	\$ 1,260.00	\$ 1,045.12	17.05%
Uniform Allowance	7610	\$	160.00	6,889.19	\$ 1,835.52	\$ 3,250.00	\$ 1,414.48	56.48%
Safety Clothing	7620	\$	149.77	1,287.11	\$ 924.72	\$ 4,544.00	\$ 3,619.28	20.35%
Conference&Seminar Staff	7710	\$	-	17,608.57	\$ 1,574.68	\$ 7,564.00	\$ 5,989.32	20.82%
Conference&Seminar Board	7715	\$	-	545.00	\$ -	\$ 2,575.00	\$ 2,575.00	0.00%
Conference&Seminar Travel Exp	7720	\$	-	5,750.99	\$ -	\$ 2,071.00	\$ 2,071.00	0.00%
Out of Town Travel Board	7725	\$	-	846.72	\$ -	\$ 3,231.00	\$ 3,231.00	0.00%
Private Vehicle Mileage	7730	\$	-	1,048.33	\$ 136.34	\$ 1,684.00	\$ 1,547.66	8.10%
Buses/Excursions	7750	\$	-	4,336.94	\$ -	\$ -	\$ -	0.00%
Tuition/Book Reimbursement	7760	\$	-	1,268.75	\$ -	\$ -	\$ -	0.00%
Utilities - Gas	7810	\$	3,186.52	16,410.68	\$ 15,286.77	\$ 29,715.00	\$ 14,428.23	51.44%
Utilities - Water	7820	\$	33,392.11	467,023.71	\$ 563,053.81	\$ 865,373.00	\$ 302,319.19	65.06%
Utilities - Electric	7830	\$	3,251.94	113,013.44	\$ 81,870.02	\$ 170,000.00	\$ 88,129.98	48.16%
Airport Assessment Exp	7840	\$	-	14,235.00	\$ 842.00	\$ 14,000.00	\$ 13,158.00	6.01%
Awards and Certificates	7910	\$	-	10,926.67	\$ 816.70	\$ 2,610.00	\$ 1,793.30	31.29%
Meals for Staff Training	7920	\$	(10.18)	1,367.60	\$ 910.51	\$ 3,560.00	\$ 2,649.49	25.58%
Employee Morale	7930	\$	-	1,078.24	\$ -	\$ -	\$ -	0.00%
COP Debt - PV Fields	7950	\$	19,146.67	157,040.00	\$ 153,173.33	\$ 229,760.00	\$ 76,586.67	66.67%
Reserve Computer Fleet	7971	\$	-	-	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Repair/Oper/Admin	7975	\$	-	-	\$ 150,000.00	\$ 150,000.00	\$ -	100.00%
Admin Fee/CC Refund 2020	8112	\$	207.50	-	\$ 11,644.34	\$ 12,000.00	\$ 355.66	97.04%
Services and Supplies		\$	89,974.65	2,232,265.62	\$ 1,813,769.07	\$ 3,146,181.00	\$ 1,332,411.93	57.65%
YTD Comparison					\$ (418,496.55)			
Capital								
Equip/Facility Replacement	8420	\$	-	-	\$ 269.42	\$ 30,000.00	\$ 29,730.58	0.90%
Sr/Community Rec Facility	8422	\$	-	7,270.00	\$ -	\$ -	\$ -	0.00%
Mtr Enclosur-Encnt,Fhill,Adolf	8456	\$	-	7,872.15	\$ -	\$ -	\$ -	0.00%
Pitts Ranch Park Pavilion	8458	\$	-	29,256.49	\$ -	\$ -	\$ -	0.00%
LPA Architects-CC/Gym/Sr Ctr	8463	\$	-	19,690.15	\$ -	\$ -	\$ -	0.00%
Arneill Ranch Park Renovation	8464	\$	-	30,779.13	\$ -	\$ -	\$ -	0.00%
Lamps/Pole Replacement at M.O.	8465	\$	-	11,702.74	\$ -	\$ -	\$ -	0.00%
L.E.D. Light SpringvileTennis	8466	\$	-	16,784.79	\$ -	\$ -	\$ -	0.00%
Charter Oaks Irrigation-Trees	8467	\$	-	2,772.02	\$ -	\$ -	\$ -	0.00%
Community Center Marquee	8468	\$	-	-	\$ 3,997.52	\$ 8,552.39	\$ 4,554.87	46.74%
PVAC Pool Heater	8470	\$	-	23,930.00	\$ -	\$ -	\$ -	0.00%
Cam Grove Play Equipment	8471	\$	-	33,270.80	\$ -	\$ -	\$ -	0.00%
Freedom Park ParkingLot&Skyway	8472	\$	-	239,671.66	\$ -	\$ -	\$ -	0.00%
P.V. Fields Painting II	8473	\$	-	13,690.00	\$ -	\$ -	\$ -	0.00%
Switches and Servers	8474	\$	-	-	\$ 29,642.96	\$ 30,772.00	\$ 1,129.04	96.33%
Turf Grinder	8475	\$	14,366.14	-	\$ 14,366.14	\$ 15,000.00	\$ 633.86	95.77%
Pitts Ranch BB Crt Repaint	8476	\$	-	-	\$ 7,950.00	\$ 8,000.00	\$ 50.00	99.38%
PV Fields Painting West End	8477	\$	-	-	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Fertilizer Injector System	8478	\$	-	-	\$ 340.97	\$ -	\$ (340.97)	0.00%
Inflatable System	8479	\$	-	-	\$ -	\$ 5,500.00	\$ 5,500.00	0.00%
HVAC Administration Bldg	8481	\$	-	-	\$ 13,200.00	\$ 14,520.00	\$ 1,320.00	90.91%
Capital Expense		\$	14,366.14	436,689.93	\$ 69,767.01	\$ 127,344.39	\$ 57,577.38	54.79%
Total Expense		\$	371,931.21	5,103,603.87	\$ 4,568,621.26	\$ 7,356,865.00	\$ 2,788,243.74	62.10%
YTD Comparison					\$ (534,982.61)			

General Ledger
Fund 20 Assessment District Fund
February 2021 67%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (23.27)	\$ (952.07)	\$ (174.33)	\$ (500.00)	\$ (325.67)	34.87%
Assessment Revenue	5500	\$ (5,394.91)	\$ (664,619.14)	\$ (693,981.11)	\$ (1,184,957.00)	\$ (490,975.89)	58.57%
Revenue		\$ (5,418.18)	\$ (665,571.21)	\$ (694,155.44)	\$ (1,185,457.00)	\$ (491,301.56)	58.56%
YTD Comparison				\$ (28,584.23)			
Expense							
Full Time Salaries	6100	\$ 1,493.92	\$ 6,232.08	\$ 11,231.28	\$ 18,262.00	\$ 7,030.72	61.50%
Overtime Salaries	6101	\$ 9.90	\$ -	\$ 41.54	\$ -	\$ (41.54)	0.00%
Cell Phone Allowance	6108	\$ 13.86	\$ -	\$ 62.37	\$ -	\$ (62.37)	0.00%
Retirement	6120	\$ 248.91	\$ 934.80	\$ 1,979.10	\$ 3,130.00	\$ 1,150.90	63.23%
Employee Insurance	6130	\$ 289.86	\$ 1,323.57	\$ 3,533.41	\$ 3,606.00	\$ 72.59	97.99%
Workers Compensation	6140	\$ 146.44	\$ 624.40	\$ 1,164.37	\$ 1,753.00	\$ 588.63	66.42%
Personnel		\$ 2,202.89	\$ 9,114.85	\$ 18,012.07	\$ 26,751.00	\$ 8,738.93	67.33%
YTD Comparison				\$ 8,897.22			
Services and Supplies							
Incidental Costs - Assess	6709	\$ 7,944.00	\$ 18,414.72	\$ 18,620.01	\$ 34,256.00	\$ 15,635.99	54.36%
Tree Care	6719	\$ 18,119.50	\$ 39,128.00	\$ 26,013.50	\$ 67,500.00	\$ 41,486.50	38.54%
Contracted LS Services	6720	\$ 42,082.28	\$ 325,940.64	\$ 336,658.24	\$ 505,036.00	\$ 168,377.76	66.66%
Park Amenities - Assess	6722	\$ -	\$ 13,841.82	\$ 929.12	\$ 17,500.00	\$ 16,570.88	5.31%
ActiveNet Charges	6950	\$ -	\$ -	\$ -	\$ 60.00	\$ 60.00	0.00%
Approp Redev/Collection Fees	6960	\$ -	\$ 1,614.95	\$ 1,678.82	\$ 3,000.00	\$ 1,321.18	55.96%
COP Debt - PV Fields	7950	\$ 43,796.67	\$ 323,245.84	\$ 350,373.33	\$ 525,560.00	\$ 175,186.67	66.67%
Expense		\$ 111,942.45	\$ 722,185.97	\$ 734,273.02	\$ 1,152,912.00	\$ 418,638.98	63.69%
YTD Comparison				\$ 12,087.05			
Total Expense		\$ 114,145.34	\$ 731,300.82	\$ 752,285.09	\$ 1,179,663.00	\$ 427,377.91	63.77%
YTD Comparison				\$ 20,984.27			

**General Ledger
Fund 30 Quimby Fee Fund
February 2021 67%**

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ (3,375.70)	\$ (56,983.98)	\$ (23,785.42)	\$ (38,800.00)	\$ (15,014.58)	61.30%
MBS Interest Earnings	5320	\$ (3,680.00)	\$ (9,670.14)	\$ (7,320.00)	\$ -	\$ 7,320.00	0.00%
Park Dedication Fees	5400	\$ -	\$ (1,356,700.46)	\$ -	\$ -	\$ -	0.00%
Revenue		\$ (7,055.70)	\$ (1,423,354.58)	\$ (31,105.42)	\$ (38,800.00)	\$ (7,694.58)	80.17%
Expense							
ActiveNet Charges	6950	\$ -	\$ 107.00	\$ 12.00	\$ -	\$ (12.00)	0.00%
Services and Supplies		\$ -	\$ 107.00	\$ 12.00	\$ -	\$ (12.00)	0.00%
Capital							
Valle Lindo Restroom/Pavilion	8444	\$ -	\$ 339,234.32	\$ -	\$ -	\$ -	0.00%
Freedom Baseball Fields	8459	\$ -	\$ 41,232.23	\$ -	\$ -	\$ -	0.00%
Mel Vincent Park Restrooms	8460	\$ -	\$ 57,902.46	\$ -	\$ -	\$ -	0.00%
Arnell Ranch Park Renovation	8464	\$ 21,493.75	\$ -	\$ 51,863.75	\$ 1,100,000.00	\$ 1,048,136.25	4.71%
PVAC Restroom & Shower	8469	\$ -	\$ 133,348.35	\$ 35,249.13	\$ 84,401.39	\$ 49,152.26	41.76%
Fertilizer Injector System	8478	\$ -	\$ -	\$ 50,447.93	\$ 60,000.00	\$ 9,552.07	84.08%
Community Center Kitchen	8480	\$ 1,596.08	\$ -	\$ 16,031.57	\$ 250,000.00	\$ 233,968.43	6.41%
Capital		\$ 23,089.83	\$ 571,717.36	\$ 153,592.38	\$ 1,494,401.39	\$ 1,340,797.01	10.28%

Date Received	Amount	Amount Earmarked	Developer	Development Case #	Amount Expended	Balance	Allocation Date
7/31/2014	\$ 615,709.00	\$ 720,600.00	AMLI Residential	Springville (RPD-173)	\$ 615,709.00	\$ -	7/31/2019
1/31/2015	\$ 2,250,489.70	\$ 2,250,489.70	Fairfield LLC		\$ 1,629,089.75	\$ 621,399.95	1/31/2020
8/8/2016	\$ 2,649,209.00	\$ 1,100,000.00	Comstock/Elacora Mission Oaks		\$ 241,751.49	\$ 2,407,457.51	8/8/2021
8/10/2016	\$ 474,353.00	\$ 629,500.00	KB Homes		\$ 230,159.82	\$ 244,193.18	8/10/2021
6/7/2018	\$ 21,612.25	\$ -	Crestview		\$ -	\$ 21,612.25	6/7/2023
6/27/2018	\$ -	\$ -	Aldersgate Construction		\$ 146,682.55	\$ -	REFUNDED
3/6/2019	\$ 35,242.00	\$ -	Habitat for Humanity		\$ -	\$ 35,242.00	3/6/2024
9/12/2019	\$ -	\$ -	Aldersgate Construction		\$ 92,200.46	\$ -	REFUNDED
11/21/2019	\$ 1,264,500.00	\$ -	Shea Homes		\$ -	\$ 1,264,500.00	11/21/2024
Total	\$ 7,311,114.95	\$ 4,700,589.70			\$ 2,955,593.07	\$ 4,594,404.89	

**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 7, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 669 PROCLAIMING APRIL 2021 AS ARBOR
MONTH**

SUMMARY

Over 140 years ago, Morton Sterling celebrated the first “Arbor Day” in Lincoln, Nebraska. Each year, the Board has chosen to recognize a month as “Arbor Month” to celebrate trees and their importance to the District.

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 20 trees at parks throughout the District.

FISCAL IMPACT

There is no fiscal impact to the District.

RECOMMENDATION

It is recommended the Board proclaim April 2021 as Arbor Month and adopt Resolution No. 669 to recognize this proclamation within the District, by extending Arbor Day to a full month to emphasize how essential trees are to the health and well-being of the District’s community.

ATTACHMENT

- 1) Resolution No. 669 (1 page)

**RESOLUTION NO. 669
OF THE BOARD OF DIRECTORS
OF PLEASANT VALLEY RECREATION & PARK DISTRICT**

**DECLARING APRIL 2021
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 2021 as **Arbor Month**, extending Arbor Day to a full month to emphasize how essential trees are to the health and well-being of District's community.

Passed and Adopted this 7th day of April 2021.

Mark Malloy, Chair

Robert Kelley, Vice-Chair

Elaine Magner, Secretary

Jordan Roberts, Director

Bev Dransfeldt, Director

**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 7, 2021

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

RECOMMENDATION

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

BACKGROUND

On April 4, 2018, Pleasant Valley Recreation and Park District adopted a surplus property disposal policy which outlines how the District disposes of surplus equipment and office supplies.

ANALYSIS

Special districts such as PVRPD are not required to maintain a surplus property disposal policy. However, due to recent events within the District such as the office redesign, upgraded IT infrastructure and other capital projects, it has been determined that there is a need to uniformly dispose of surplus personal property owned by the District. In accordance with the Surplus District Property Disposal Policy approved on April 4, 2018, staff has compiled the attached list for board review.

FISCAL IMPACT

There is a possible minor positive fiscal impact from this action upon sale of the surplus supplies and equipment.

RECOMMENDATION

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

ATTACHMENTS

- 1) Surplus Supplies and Equipment List (1 page)
- 2) Surplus District Property Disposal Policy (2 pages)

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



Pleasant Valley Recreation and Park District

Surplus Supplies and Equipment List

Equipment	Model	Serial #	Does it work? Y/N	Condition	Date Acquired	Est. Value	Disposed On	Means
Vehicle	Ford Pick-up	1FTRF12246N62753	No	Totaled	2006	\$500.00		



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: Bob Cerasuolo, Park Services Manager**

DATE: April 7, 2021

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

SUMMARY

On January 2, 2020, the District identified projects at multiple locations which would meet the requirements for the expenditure of Quimby funds. One of the projects included facility improvements to the Camarillo Community Center location. The entire Community Center site was built in 1969 and consists of an administration office, 5 classrooms, a kitchen, and an auditorium. In 1989 this site had an expansion that now includes room #7 and the current administration office; the old office became room #6 and the Riso room. The project before the Board would expand capacity and use of the Community Center kitchen. Board approval of this request for bid proposals will allow staff to solicit bids from contractors for the remodel of the Community Center Kitchen.

BACKGROUND

During the development of the 2020-2021 budget process, staff presented a list of Capital and Quimby Improvement Projects. This specific item is for the Community Center Kitchen Expansion/Redevelopment Project.

On October 7, 2020 staff asked the board for consideration and approval to enter into a "Professional Services Agreement" with Lauterbach & Associates, Architects Inc. for the design and construction plans for the Community Center Kitchen. The kitchen has had little improvements since 1969. The ovens and stove tops (manufactured in 1952) came from the Freedom Center and the dishwasher has been red tagged by the County Health Department and is currently unusable.

At the December 3, 2020 Board meeting, staff presented the design plans which were accepted by the Board of Directors.

The Community Center and the kitchen are ideal for District special events such as Breakfast with Santa and for weddings, quinceaneras, non-profit social gatherings, fundraisers, and parties of all sizes. Over the past few years, the kitchen has been used by over 50 groups which translates to over thousands of people using the facilities.

ANALYSIS

The existing design of the building consists of two ovens, cooktops, two refrigerators, an ice machine, double-sinks and a dishwasher which has been red tagged. The revised drawings will consist of a more functional layout with storage, new appliances, and items to include the potential for a cooking and teaching kitchen with cameras and monitors and possibly a dishwasher (this depends on the County requirements). The existing hood ventilator system will remain, and energy efficient lighting will be added. All new flooring will be installed along with a fresh coat of paint.

This could enable the District to offer additional classes for the community to include youth cooking classes that teach the basics or healthy eating classes for seniors.

FISCAL IMPACT

Approval of the RFP and Plans has no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board review and approve the Request for Bid Proposals for the remodeling of the Community Center Kitchen.

ATTACHMENT

- 1) Request for Bid Proposals (4 pages)
- 2) Plans (17 pages)
- 3) Contract (73 pages)

**Bid Specifications for
Community Center
Kitchen Remodel**

**Invitation to Bid:
Due May 14, 2021 at 10:00 am**



www.pvrpd.org • 805-482-1996

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

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking bids for the remodeling of the kitchen at the Community Center at 1605 E. Burnley St. Camarillo CA 93010 to the specifications. There will be a mandatory job walk on April 27, 2021 at 9:30 am.

DESCRIPTION OF WORK:

- A. Scope of Demolition and Removal Work is shown on drawings
- B. Installation of Partition Walls/Support Framing and Soffits
- C. Remodel the Community Center Kitchen Per Plans
- D. Plumbing: New Construction Per California Plumbing Code
- E. HVAC: Protect Existing Type 1 Hood in Place Verify Hood/ Make up Air / Hood Filter Per Plans
- F. Electrical Power and Lighting: New Construction Per Code Requirements
- G. Fire Suppression Sprinklers: Existing to Be Rehabilitated / Certified
- H. Fire Alarm: Existing System
- I. Painting and Drywall
- J. Tile Work over Concrete slab and Cementitious Backer Board
- K. Installation of Appliances (purchase by others) Installed by Contractors

BASIC OF SPECIFICATIONS

Refer to manufacturer's specifications unless otherwise noted herein, the basic of specifications for this project shall be Per 2019 California Building Code and Current Amendments.

PROPOSAL PROCESS

The proposal process will consist of a written presentation (4 copies). The following shall be included in your written proposal:

1. A breakdown of the work to be done. By Trade, Based on G.S.I Divisions.
2. History of similar projects completed within the last seven (7) 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.

EVALUATION OF BID 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 with a classification of a "B" and a City of Camarillo business license and the proper insurance and bonding.
- Ability to possess a D.I.R. number

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 2, 2021

Project start date approx. June 20, 2021

Project completion date no later than October 22, 2021

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 - 7:00 PM

Weekends (Sat. & Sun.): 7:00 AM – 7:00 PM; upon District approval

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

DESCRIPTION

The work to be performed under this Specification, No. 2021-02 consists of furnishing, by the Contractor in accordance with the contract drawings and specifications and subject to the terms and conditions of the Contract, all materials, equipment, tools, labor and incidentals necessary for the construction of the proposed project, complete and in place.

Invitation to Bid: Due May 14, 2021, 10:00 am

TIME LINE

Request for Bid Proposals released:	April 8, 2021	
Mandatory job walk:	April 27, 2021	9:30 am
Questions in by:	May 7, 2021	12:00 pm
Proposals must be received by:	May 14, 2021	10:00 pm
Contract award:	June 2, 2021	
Project approx. start date:	June 20, 2021	
Project completion date no later than:	October 22, 2021	

PROPOSAL DEADLINE

The deadline for the bid proposal is **Friday May 14, 2021, 10:00 am**. Proposal must be submitted in a sealed envelope marked ***Bid Community Center Kitchen Remodel***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 60 days.

Please submit four (4) 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@pvrpd.org



REMEDIATION AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN
1605 E BURNLEY ST
CAMARILLO, CA 93010

PVRPD
APR: 1654-019-586

1	PLAN CHECK SUBMITTAL SET	DATE
2	PLAN CHECK SUBMITTAL SET	DATE
3	PLAN CHECK SUBMITTAL SET	DATE
4	PLAN CHECK SUBMITTAL SET	DATE

NO.	REVISION	DATE

DATE: 3/12/2020
CHECKED BY: [Signature]
PROJECT NUMBER: 30200111632001
DATE: 3/12/2020

COVER SHEET
(24x36)

G-001

KITCHEN REMODEL FOR CAMARILLO COMMUNITY CENTER

1605 E BURNLEY ST, CAMARILLO, CA, 93010

PLEASANT VALLEY REC & PARKS DEPARTMENT (PVRPD)

PLAN CHECK SUBMITTAL SET

INDEX OF DRAWINGS

001 COVER SHEET CITY DIAGRAM, PROJECT INFORMATION
002 SITE PLAN
003 MECHANICAL (EXISTING/NEW) LAYOUT
004 MECHANICAL (EXISTING/NEW) LAYOUT (KITCHEN)
005 MECHANICAL (EXISTING/NEW) LAYOUT (REAR)
006 MECHANICAL (EXISTING/NEW) LAYOUT (ENTRANCE)
007 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
008 MECHANICAL (EXISTING/NEW) LAYOUT (STAIR)
009 MECHANICAL (EXISTING/NEW) LAYOUT (CORRIDOR)
010 MECHANICAL (EXISTING/NEW) LAYOUT (LOBBY)
011 MECHANICAL (EXISTING/NEW) LAYOUT (GYMNASIUM)
012 MECHANICAL (EXISTING/NEW) LAYOUT (AUDITORIUM)
013 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
014 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
015 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
016 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
017 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
018 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
019 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)
020 MECHANICAL (EXISTING/NEW) LAYOUT (OFFICE)

PROJECT DESCRIPTION

OWNER: PLEASANT VALLEY RECREATION & PARKS DEPARTMENT (PVRPD)
ADDRESS: 1605 E BURNLEY ST, CAMARILLO, CA 93010
PROJECT NUMBER: 30200111632001
DATE: 3/12/2020

CONTRACTOR: [Name]
GENERAL CONTRACTOR: [Name]
MECHANICAL CONTRACTOR: [Name]

PROJECT DIRECTORY
1. [Name]
2. [Name]
3. [Name]
4. [Name]
5. [Name]
6. [Name]
7. [Name]
8. [Name]
9. [Name]
10. [Name]

PROPERTY AND PROJECT INFO

ADDRESS: 1605 E BURNLEY ST, CAMARILLO, CA 93010
ZONE: R-2
OWNER: [Name]
GROUP: [Name]
PROJECT NUMBER: 30200111632001
DATE: 3/12/2020

VICINITY MAP

SCOPE OF WORK

1. REMODEL AND UPGRADE KITCHEN FACILITIES TO BE USED FOR OPEN RECREATION PURPOSES. EXISTING PERMITTED PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS TO REMAIN.

2. EXISTING PERMITTED EXHAUST FANHOOD AND MAKEUP AIR VENTILATION SYSTEM TO REMAIN.

3. INSTALL EXISTING EXHAUST FANHOOD AND EQUIPMENT EXCEPT REFRIGERATOR, AND EXHAUST FANHOOD OF INTERIOR WALL TO EXIST EXHAUST FANHOOD.

4. INSTALL NEW EXHAUST FANHOOD.

GENERAL NOTES

1. EXISTING COUNTY OF NORTHERN CALIFORNIA ENVIRONMENTAL HEALTH OFFICER (EHEO) PERMITS.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.

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REMODEL AND UPGRADE FOR
PLEASANT VALLEY REC & PARK DISTRICT
 KITCHEN

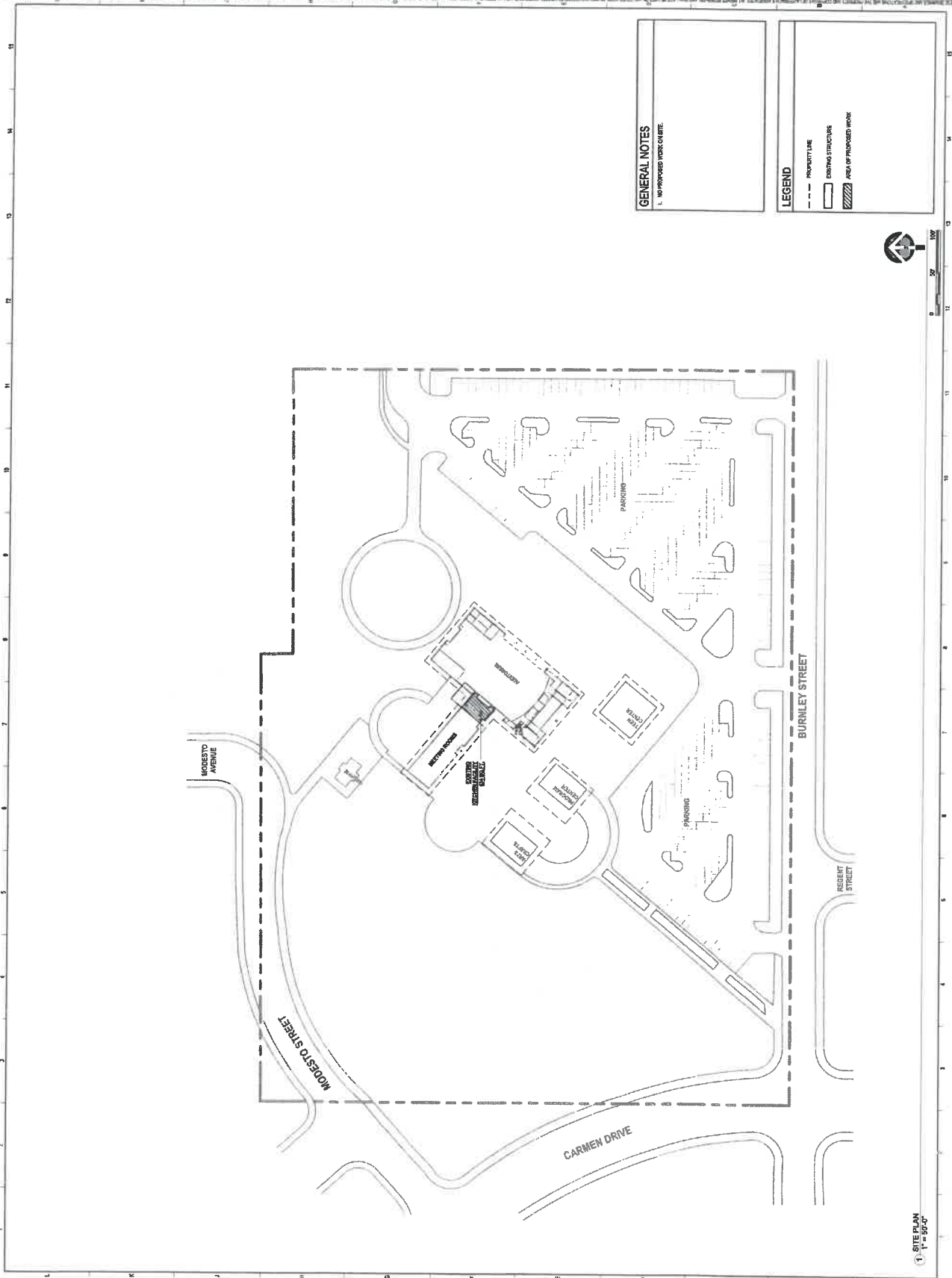
1635 E BURNLEY ST
 CAMARILLO CA 93010

PVPRD
 APN: 1634-010-080

NO.	DESCRIPTION	DATE
1	PLAN SET FOR REMODEL AND UPGRADE FOR PLEASANT VALLEY REC & PARK DISTRICT KITCHEN	10/22/2019
2	PLAN SET FOR REMODEL AND UPGRADE FOR PLEASANT VALLEY REC & PARK DISTRICT KITCHEN	10/22/2019
3	PLAN SET FOR REMODEL AND UPGRADE FOR PLEASANT VALLEY REC & PARK DISTRICT KITCHEN	10/22/2019

NO.	DESCRIPTION	DATE
1	PROPOSED	
2	EXISTING	
3	AS-BUILT	

SITE PLAN
 A-001



GENERAL NOTES
 1. NO PROPOSED WORK ON SITE.

LEGEND

- PROPOSED LINE
- EXISTING STRUCTURE
- AS-BUILT
- AS-BUILT

SITE PLAN
 1" = 50'-0"



REMODEL AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN

PVRPD
APN: 185-019-030

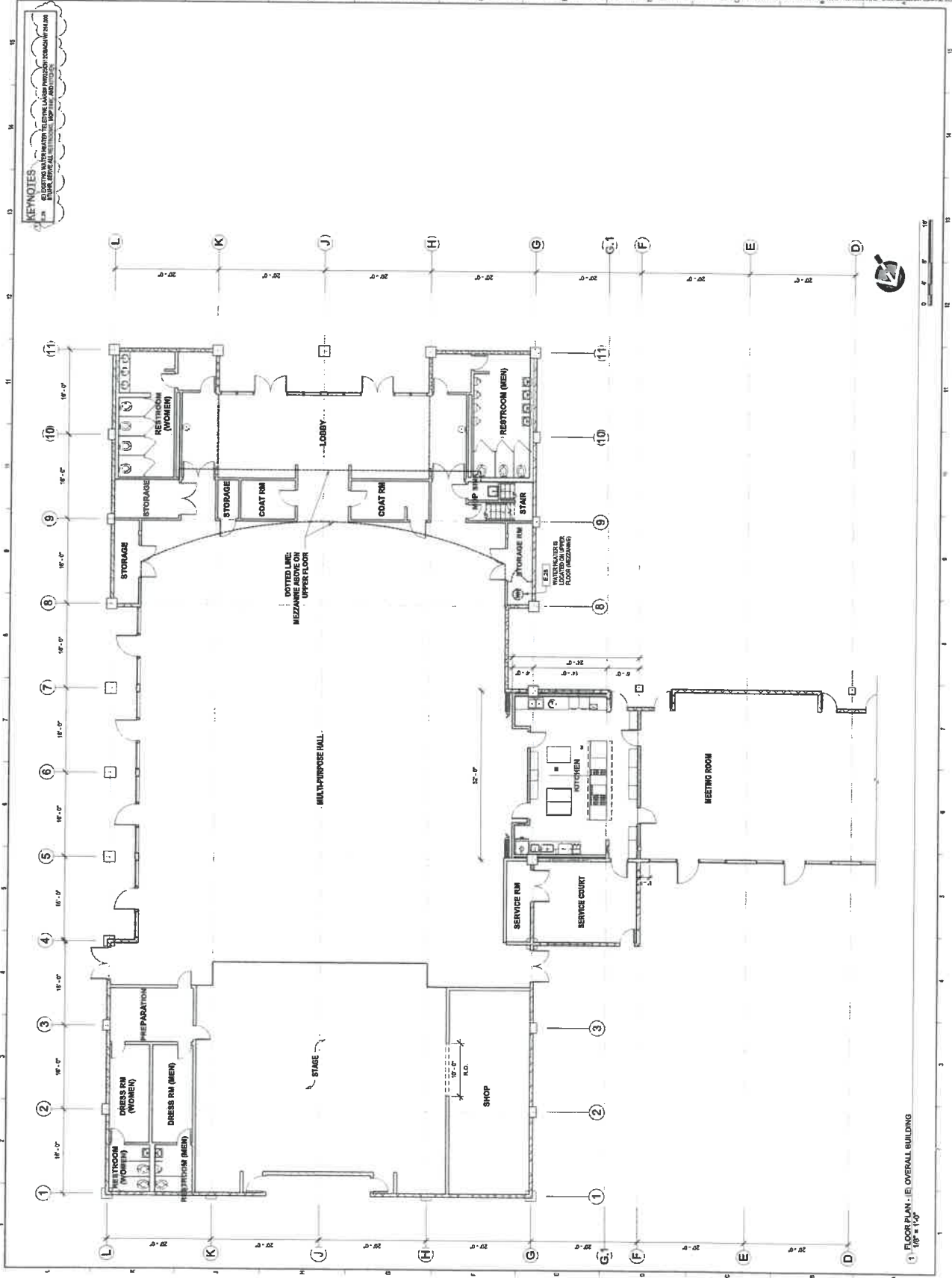
NO.	DESCRIPTION	DATE
1	PLAN CHECK SUBMITTAL NO. 18502021	02/15/2021
2	PLAN CHECK SUBMITTAL NO. 18502021	02/15/2021
3	PLAN CHECK SUBMITTAL NO. 18502021	02/15/2021
4	PLAN CHECK SUBMITTAL NO. 18502021	02/15/2021
5	PLAN CHECK SUBMITTAL NO. 18502021	02/15/2021

NO.	DESCRIPTION	DATE
1	REVISION	02/15/2021
2	REVISION	02/15/2021
3	REVISION	02/15/2021
4	REVISION	02/15/2021
5	REVISION	02/15/2021

DATE: 02/15/2021
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT NO.: 20200111000000

FLOOR PLAN - (E)
BUILDING
A-002

KEYNOTES:
1. ALL ROOMS MUST BE VENTILATED TO THE OUTSIDE.
2. ALL ROOMS MUST BE VENTILATED TO THE OUTSIDE.
3. ALL ROOMS MUST BE VENTILATED TO THE OUTSIDE.




1 - 1/8" = 1'-0"
FLOOR PLAN - (E) OVERALL BUILDING

11/20/2018 10:43:05 AM 2023/01/18 12:22:13 1/22/2018 10:43:05 AM 2023/01/18 12:22:13

LAUTERBACH & ASSOCIATES ARCHITECTS INC.

3080 AVENUE 48 WEST, SUITE 100, SAN ANTONIO, TEXAS 78201



**REMODEL AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN**

1835 E BRIDLEWAY ST
CAMARILLO CA 93015

PVRPD
APN: 188-010-830

DATE		DESCRIPTION	BY

FLOOR PLAN - EXISTING/DEM
A-100

DATE: 11/20/2018
DRAWN BY: DAVID LAUTERBACH
CHECKED BY: DAVID LAUTERBACH
PROJECT NO.: PVRPD-2018-010

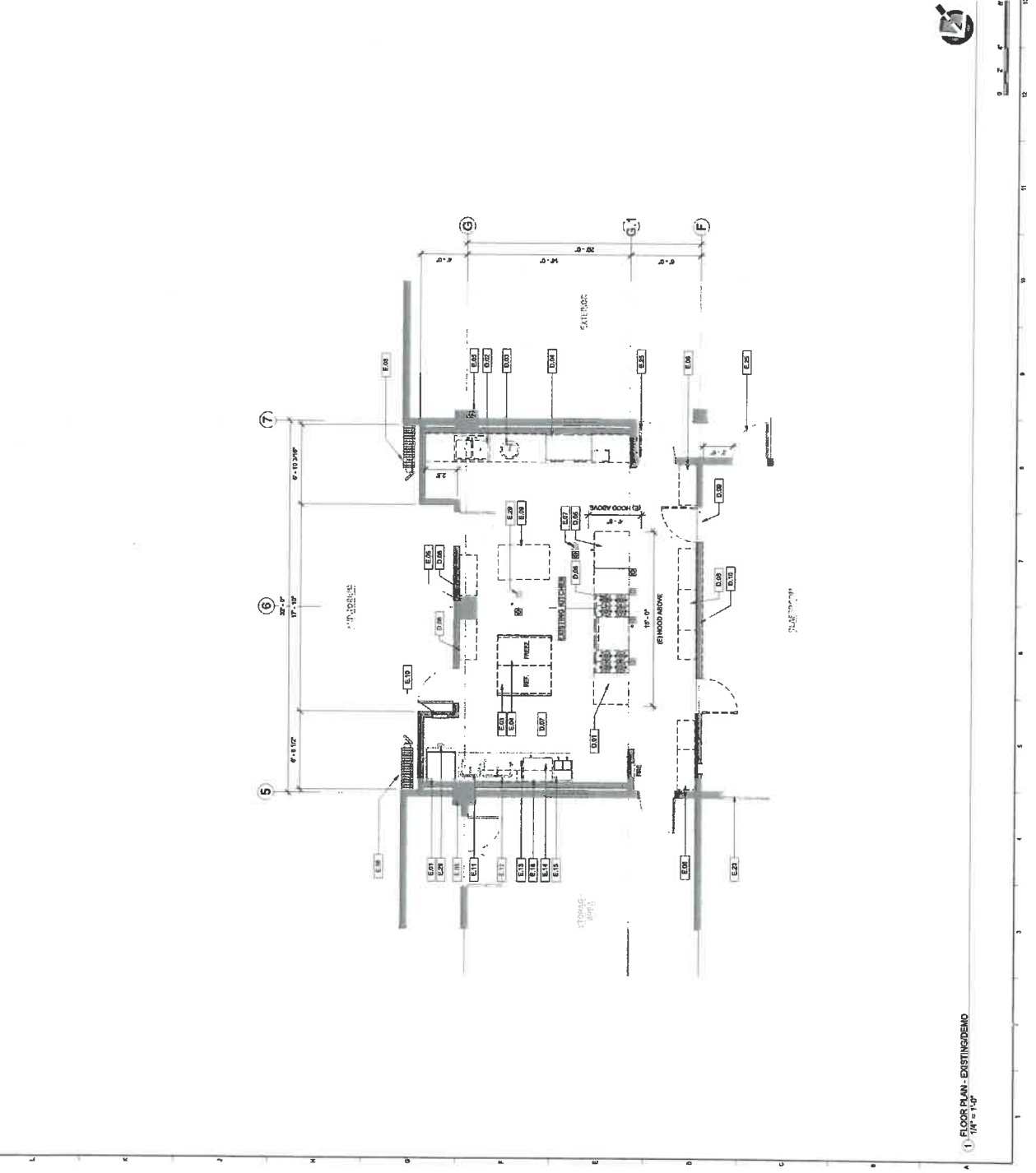
- #### KEYNOTES
1. REMOVE WALLS AND CEILING OF THE ENTIRE 1000 SQ FT AREA.
 2. REMOVE WALLS AND CEILING OF THE ENTIRE 1000 SQ FT AREA.
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 40. REMOVE WALLS AND CEILING OF THE ENTIRE 1000 SQ FT AREA.

GENERAL NOTES

1. EXISTING IMPERMISSIBLE PLUMBING, MECHANICAL, ELECTRICAL, ETC. SHALL BE REMOVED, NO CHANGE.

LEGEND

[Symbol]	EXISTING WALL/DOOR FRAMING
[Symbol]	EXISTING TO BE DEMOLISHED
[Symbol]	EXISTING FLOOR RECEIPTAGE



① FLOOR PLAN - EXISTING/DEM
1/4" = 1'-0"



REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN**
1000 E BURLEIGH ST
PLEASANTON, CA 94566

PVRPD
APN: 165A-010-590

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	05/18/2021
2	ISSUED FOR PERMITS	05/18/2021
3	ISSUED FOR PERMITS	05/18/2021
4	ISSUED FOR PERMITS	05/18/2021

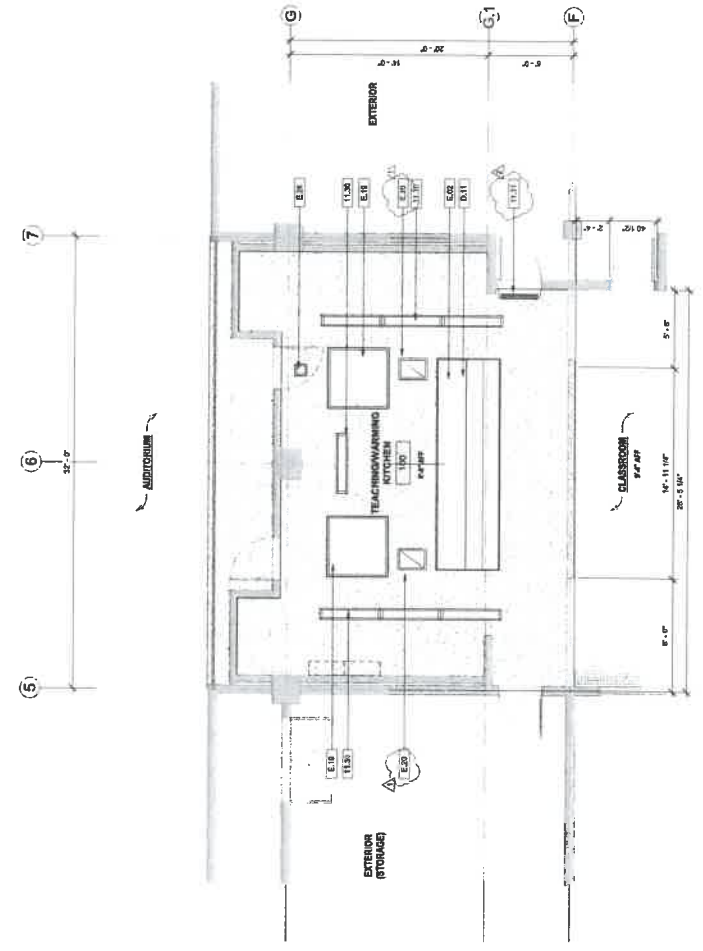
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	05/18/2021
2	ISSUED FOR PERMITS	05/18/2021
3	ISSUED FOR PERMITS	05/18/2021
4	ISSUED FOR PERMITS	05/18/2021

RCP - PROPOSED
A-102

- KEYNOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SAFETY CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HEALTH CARE CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LABOR CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PENAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.

- GENERAL NOTES**
1. CEILING LIGHT FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SAFETY CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LABOR CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PENAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.

- LEGEND**
- 1. CEILING MOUNTED EXHAUST FAN
 - 2. RECESSED LED LIGHTING FIXTURE
 - 3. RECESSED DOWNLIGHT FIXTURE
 - 4. CEILING ACCESS PANEL



REFLECTED CEILING PLAN - EXISTING
1/4" = 1'-0"



REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN
 1856 BURLINGAME
 SAN MARINO, CA 91764

PVRPD
 APR. 18-2010-0599

NO.	DATE	DESCRIPTION	BY	DATE
1	04/18/10	ISSUE FOR PERMIT	DL	
2	04/20/10	ISSUE FOR PERMIT	DL	
3	04/20/10	ISSUE FOR PERMIT	DL	
4	04/20/10	ISSUE FOR PERMIT	DL	
5	04/20/10	ISSUE FOR PERMIT	DL	

PLUMBING PLAN
 A-103

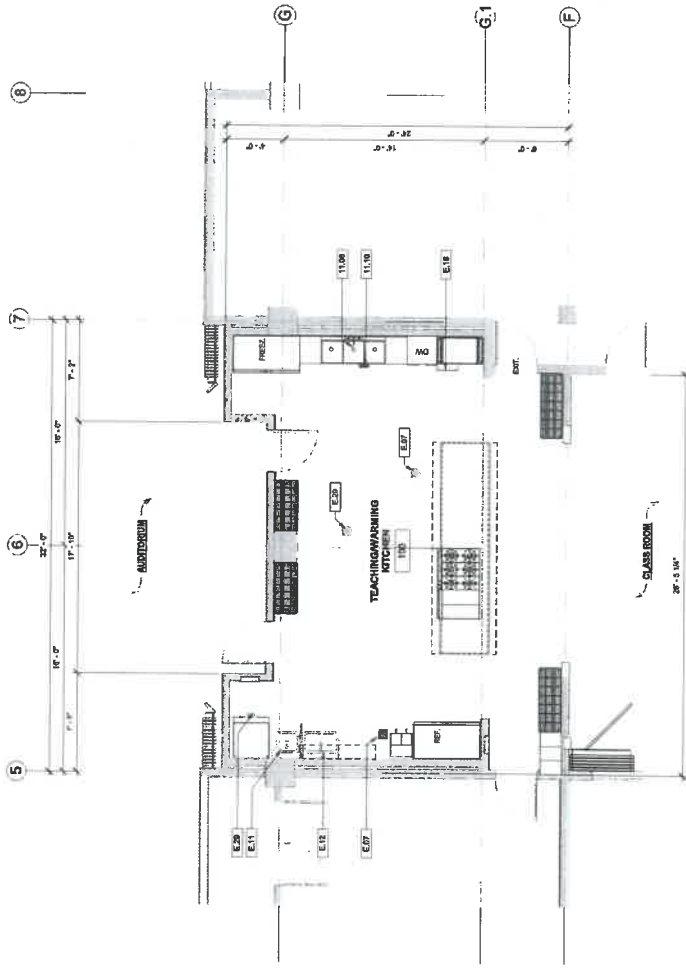
- PLUMBING MATERIALS:**
1. ALL PIPING SHALL BE SCHEDULE 40 UNLESS OTHERWISE SPECIFIED.
 2. ALL PIPING SHALL BE BLACK STEEL PIPE UNLESS OTHERWISE SPECIFIED.
 3. ALL PIPING SHALL BE 1/2" THROUGH 2" UNLESS OTHERWISE SPECIFIED.
 4. ALL PIPING SHALL BE 1/2" THROUGH 2" UNLESS OTHERWISE SPECIFIED.
 5. ALL PIPING SHALL BE 1/2" THROUGH 2" UNLESS OTHERWISE SPECIFIED.
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 8. ALL PIPING SHALL BE 1/2" THROUGH 2" UNLESS OTHERWISE SPECIFIED.
 9. ALL PIPING SHALL BE 1/2" THROUGH 2" UNLESS OTHERWISE SPECIFIED.
 10. ALL PIPING SHALL BE 1/2" THROUGH 2" UNLESS OTHERWISE SPECIFIED.

- MANDATORY PLUMBING FEATURES:**
1. ANY APPLIANCE OR FIXTURE WHICH IS A CATEGORY 1 OR 2 SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
 2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
 3. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
 4. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
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 10. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.

- PLUMBING NOTES:**
1. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
 2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
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 8. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
 9. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
 10. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.

- KEYNOTES**
1. 1108 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1110 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1112 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1114 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1116 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1118 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1120 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1122 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1124 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1126 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1128 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1130 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1132 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1134 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
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 - 1138 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1140 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1142 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
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 - 1146 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1148 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1150 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1152 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
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 - 1158 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1160 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
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 - 1180 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
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 - 1196 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1198 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS
 - 1200 WATERWARMING 2 COMPARTMENT METAL SINK WITH TWO 18" BURNERS

- GENERAL NOTES**
1. SEE SHEET A-101 FOR PLUMBING FOOTING SCHEDULE.



1 FLOOR PLAN - FIRST
 1/8" = 1'-0"



REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN
 1805 E BUREAU ST
 CAMARILLO CA 93010

PVRPD
 APR: 18/04/18/89

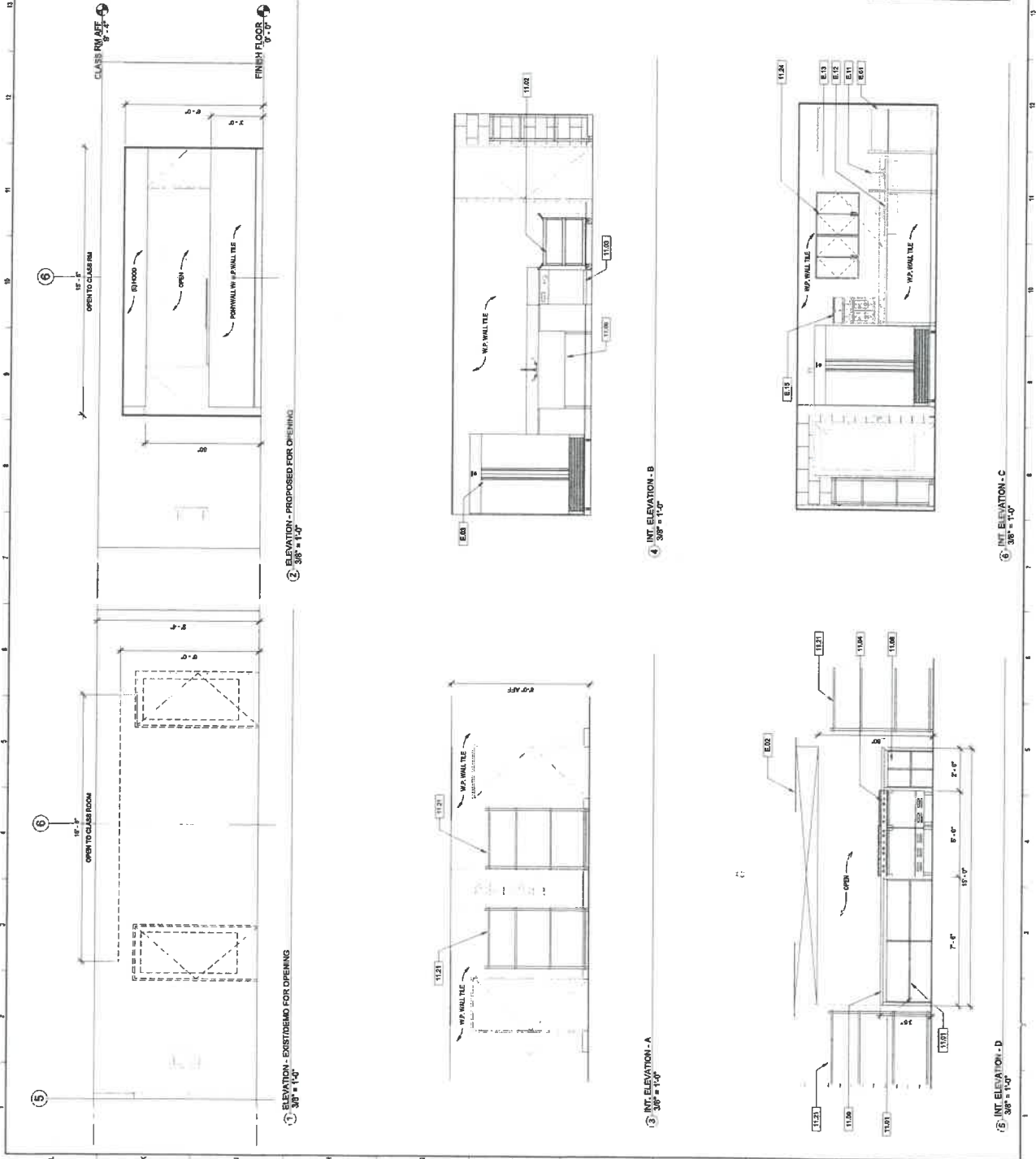
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1	18/04/18/89	PERMIT SET
2	18/04/18/89	ISSUE
3	18/04/18/89	ISSUE
4	18/04/18/89	ISSUE
5	18/04/18/89	ISSUE

ELEVATIONS

A-201

- KEYNOTES**
- 11.01 STAINLESS STEEL WORK TABLE WITH 18" X 18" ISLAND, REINFORCING
 - 11.02 STAINLESS STEEL WORK TABLE
 - 11.03 STAINLESS STEEL WORK TABLE
 - 11.04 STAINLESS STEEL WORK TABLE
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 - 11.99 STAINLESS STEEL WORK TABLE
 - 11.100 STAINLESS STEEL WORK TABLE

- GENERAL NOTES**
1. SEE ALL NOTES ON DRAWINGS.
 2. WORK TO BE DONE BY THE CONTRACTOR SHALL BE SHOWN WITH A SHADY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.





REMODEL AND UPGRADE FOR
PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN

PVRPD
APP: 18-04-010-080

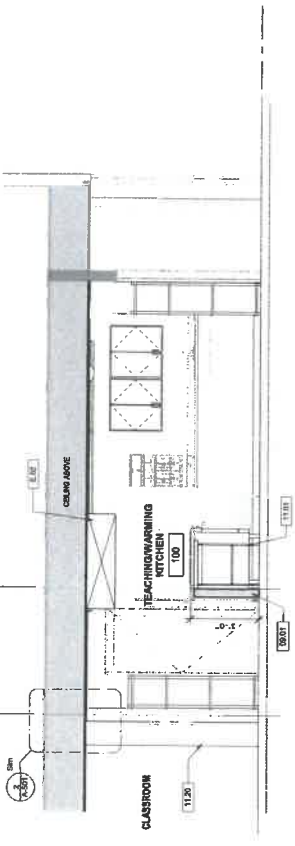
NO.	REVISION	DATE
1	ISSUE FOR PERMITTING	08/20/2018
2	ISSUE FOR PERMITTING	08/20/2018
3	ISSUE FOR PERMITTING	08/20/2018
4	ISSUE FOR PERMITTING	08/20/2018

NO.	DESCRIPTION	DATE

DATE: 08/20/2018
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT NUMBER: 18-04-010-080
PROJECT DATE: 08/20/2018

SECTIONS
A-301

KEYNOTES
1. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.
2. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.
3. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.
4. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.
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8. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.
9. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.
10. ALL WALLS SHALL BE 1/2" GYP BOARD ON STUD WALLS.



SECTION OF A-301-110



REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN**
 1656 DUNSMuir
 CAMARILLO CA 93010

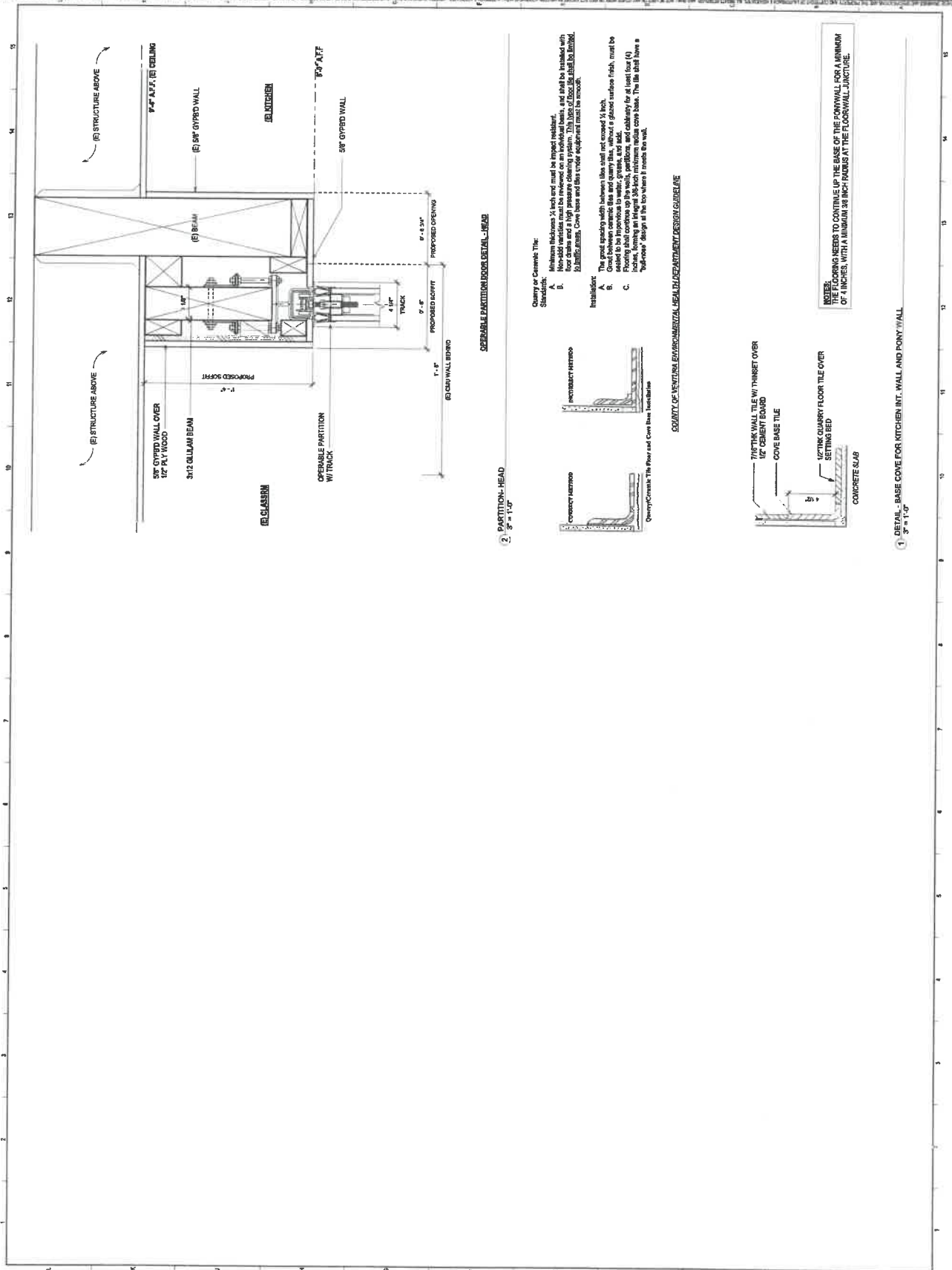
PVRPD
 APR: 16/24/16-599

3	MANAGEMENT SUBMITTALS	03/27/2016
4	PERMITS	04/16/2016
5	CONSTRUCTION	04/16/2016
6	FINAL	04/16/2016

NO.	DESCRIPTION	DATE

JOB NO.: 16-599
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT MANAGER: [Name]
 DATE: 04/16/2016

DETAILS
 A-501

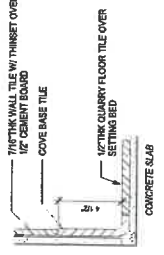


2 PARTITION-HEAD
 3\"/>

Quantity of Concrete Tile:
 Minimum thickness 3/4 inch and must be impact resistant.
 Non-slip matting must be reviewed on an individual basis, and shall be installed with
 a slip-resistant adhesive. Cove base and base code equipment shall be impact resistant.
Installation:
 A. The great grouting width between tiles shall not exceed 1/8 inch.
 B. Grout between ceramic tiles and quarry tiles, without a glazed surface finish, must be
 resistant to oil, grease, and water. Grout shall be a light color and shall be sealed with a
 penetrating sealer. The grout shall be a light color and shall be sealed with a penetrating
 sealer. The grout shall be a light color and shall be sealed with a penetrating sealer.
 C. The grout shall be a light color and shall be sealed with a penetrating sealer.
 D. The grout shall be a light color and shall be sealed with a penetrating sealer.



QUANTITY OF INTERIOR SUBSTRATE MATERIAL LEGAL DEPARTMENT DESIGN GUIDE REF



1 DETAIL - BASE COVE FOR KITCHEN INT. WALL AND PONY WALL
 3\"/>

NOTE:
 THE FLOORING NEEDS TO CONTINUE UP THE BASE OF THE PONY WALL FOR A MINIMUM
 OF 4 INCHES, WITH A MINIMUM 3/8 INCH RADIUS AT THE FLOORWALL JUNCTION.



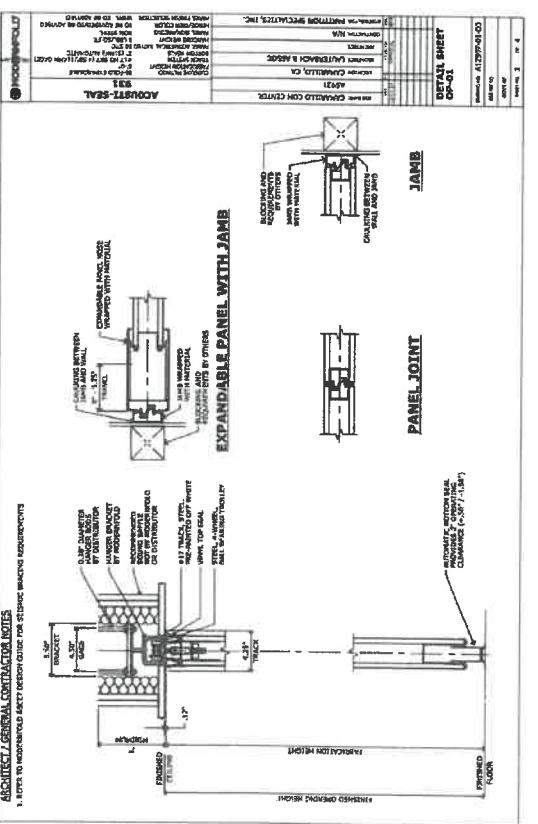
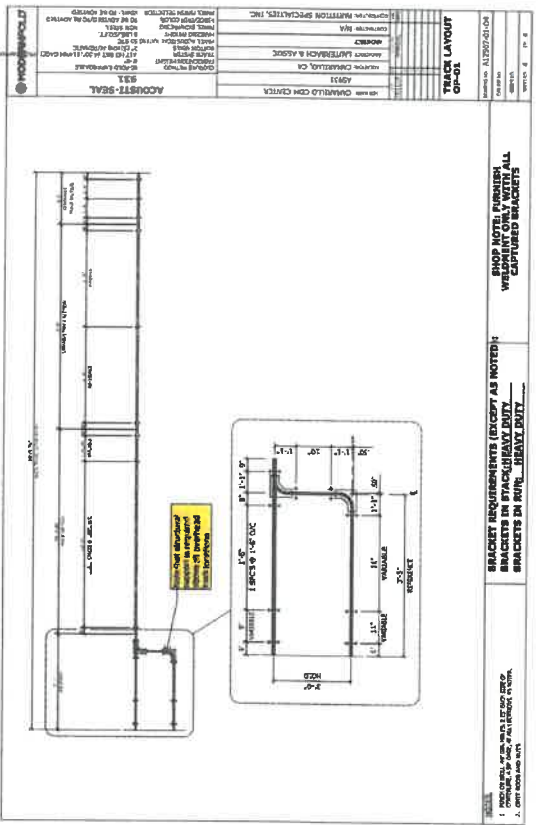
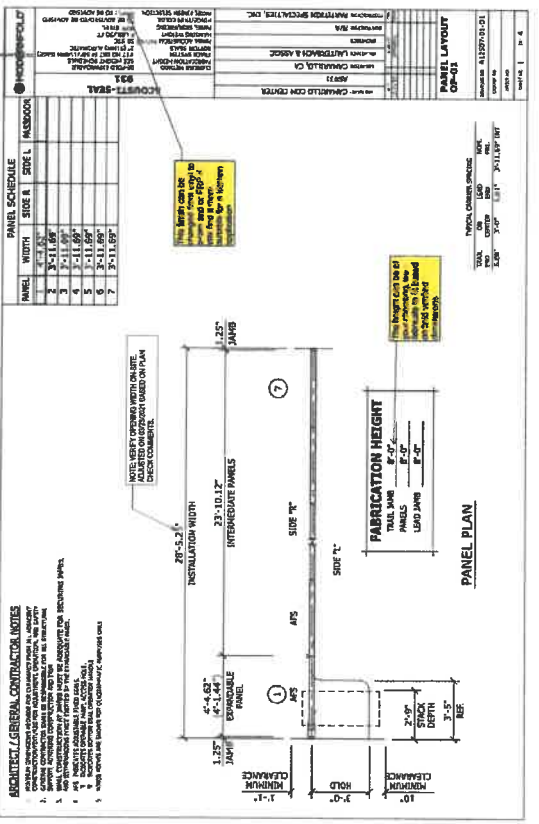
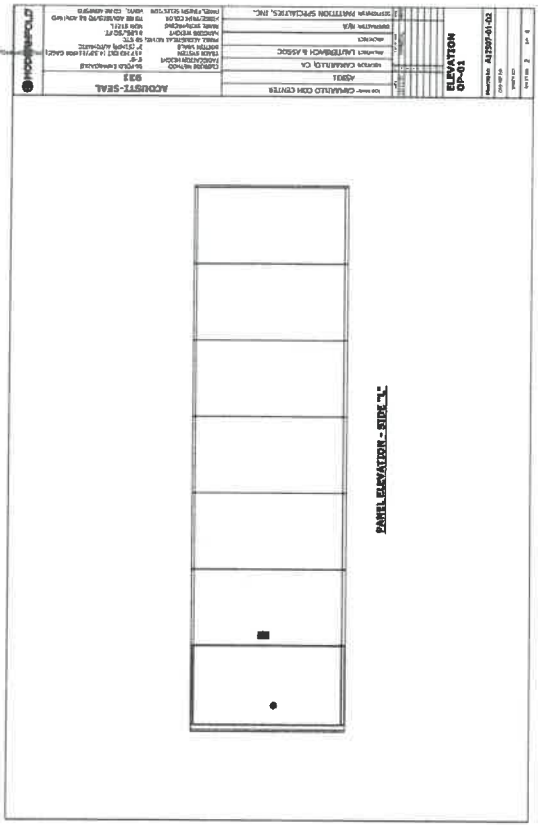
REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REG & PARK DISTRICT
 KITCHEN
 1000 UNIVERSITY AVENUE
 COSTA MESA, CALIFORNIA

PVRPD
 APR: 85-010-590

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/20/20
2	FOR CONSTRUCTION	04/20/20
3	FOR CONSTRUCTION	04/20/20
4	FOR CONSTRUCTION	04/20/20

JOB NO.	20-0000
PROJECT NAME	REMODEL AND UPGRADE FOR PLEASANT VALLEY REG & PARK DISTRICT KITCHEN
PROJECT NUMBER	200001
DATE	04/20/20

SPECIFICATIONS
 A-700



11.3.0 EXPANDABLE PANEL PARTITION/EXPANDABLE PANELS. LOCKING DEVICE



REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
REC & PARK DISTRICT
KITCHEN**
1856 BURNLEY ST
CARLSBAD, CA 92010

PVRPD
APR: 18-24-018-580

1	DATE	18-04-2018
2	REVISION	
3	DATE	
4	REVISION	
5	DATE	
6	REVISION	

NO.	DESCRIPTION	DATE
1	ISSUE	18-04-2018
2	REVISION	
3	DATE	
4	REVISION	
5	DATE	
6	REVISION	

SPECIFICATIONS
A-701

Falcon EQUIPMENT
3 COMPARTMENT SINKS

• Each sink is made with 12" x 12" stainless steel with a 10-1/2" high back splash and a 10-1/2" high front splash. Includes a back splash and a front splash. • Includes stainless steel drain for each sink. • Includes stainless steel drain for each sink.

REGENCY TABLES AND SINKS
WORK TABLES WITH A BACK SPLASH

FEATURES:
• 48" x 30" x 36" stainless steel work table sinks
• 4" back splash
• 4" front splash
• 4" side splash
• 4" top splash
• 4" bottom splash
• 4" side splash
• 4" top splash
• 4" bottom splash

REGISTRY TABLES AND SINKS.COM

1100 WAREWASHING 3 COMPARTMENT METAL SINK WITH 10" DRUMS

• 10" drums
• 10" drums
• 10" drums

QUARRY TEXTURES

EXPOSED FINISH - ABRASIVE SURFACE

NON-ABRASIVE SURFACE

1100 WORK TABLE W/ UNDERHELPER, BACKSPLASH

REGISTRY TABLES AND SINKS.COM

QUARRY TEXTURES

EXPOSED FINISH - ABRASIVE SURFACE

NON-ABRASIVE SURFACE

1100 WAREWASHING 3 COMPARTMENT METAL SINK WITH 10" DRUMS

• 10" drums
• 10" drums
• 10" drums



REMODEL AND UPGRADE FOR
**PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN**
 1605 BIRNEY ST.
 CARMARILLO CA 90010

PVRPD
 APR: 165-010-580

1	REVISION	DATE
2	REVISED QUANTITIES AND COSTS	04-20-2023
3	REVISED QUANTITIES AND COSTS	04-20-2023
4	REVISED QUANTITIES AND COSTS	04-20-2023
5	REVISED QUANTITIES AND COSTS	04-20-2023
6	REVISED QUANTITIES AND COSTS	04-20-2023

NO.	DESCRIPTION	DATE
1	ISSUE	04-20-2023
2	ISSUE	04-20-2023
3	ISSUE	04-20-2023
4	ISSUE	04-20-2023
5	ISSUE	04-20-2023
6	ISSUE	04-20-2023

SPECIFICATIONS
 A-702

LX6 HOT AND COLD
 HOBART

GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.

Model	LX6
Capacity	150 lbs
Dimensions	36" x 24" x 34"
Weight	110 lbs
Material	Stainless Steel
Finish	Brushed
Color	White
Power	115V
Phase	1
Frequency	60 Hz
Warranty	1 Year

Page 1 of 4
 Project No. 165-010-580

LX6C COLD
 HOBART

GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.

Model	LX6C
Capacity	150 lbs
Dimensions	36" x 24" x 34"
Weight	110 lbs
Material	Stainless Steel
Finish	Brushed
Color	White
Power	115V
Phase	1
Frequency	60 Hz
Warranty	1 Year

Page 2 of 4
 Project No. 165-010-580

LX6H HOT
 HOBART

GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.

Model	LX6H
Capacity	150 lbs
Dimensions	36" x 24" x 34"
Weight	110 lbs
Material	Stainless Steel
Finish	Brushed
Color	White
Power	115V
Phase	1
Frequency	60 Hz
Warranty	1 Year

Page 3 of 4
 Project No. 165-010-580

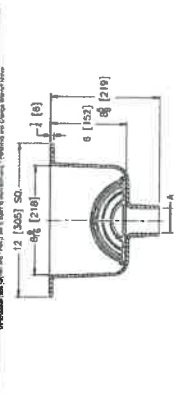
LX6 HOT AND COLD
 HOBART

GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.

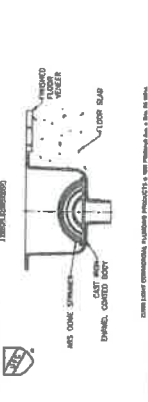
Model	LX6
Capacity	150 lbs
Dimensions	36" x 24" x 34"
Weight	110 lbs
Material	Stainless Steel
Finish	Brushed
Color	White
Power	115V
Phase	1
Frequency	60 Hz
Warranty	1 Year

Page 4 of 4
 Project No. 165-010-580

11.00 FLOOR SINK
 POCZTYS

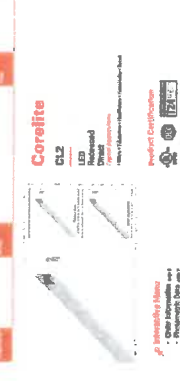


GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.

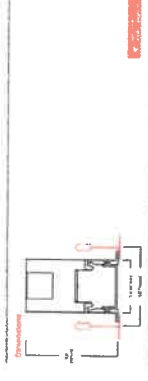


Page 1 of 1
 Project No. 165-010-580

11.00 LED RECESSED LINEAR LIGHTING FIXTURE
 CORELITE

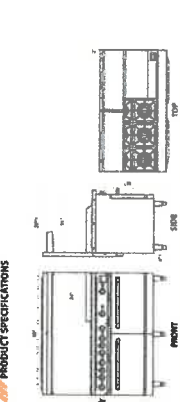


GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
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 5. The unit is designed for use in a kitchen environment.

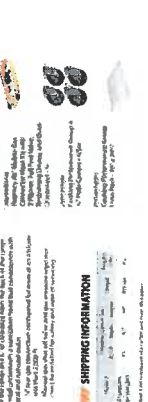


Page 1 of 1
 Project No. 165-010-580

60" Commercial Ranges
 CRG



GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.



Page 1 of 1
 Project No. 165-010-580

11.00 UNDERCOUNTER DISHWASHER
 CRG



GENERAL NOTES:
 1. See manufacturer's literature for installation and operation instructions.
 2. This unit is designed for use in a kitchen environment.
 3. The unit is designed for use in a kitchen environment.
 4. The unit is designed for use in a kitchen environment.
 5. The unit is designed for use in a kitchen environment.



Page 1 of 1
 Project No. 165-010-580

LAUTERBACH & ASSOCIATES
 ARCHITECTS
 300 MONTGOMERY AVENUE, OAKLAND, CALIFORNIA 94612 | 415-551-4111 | www.laucha.com



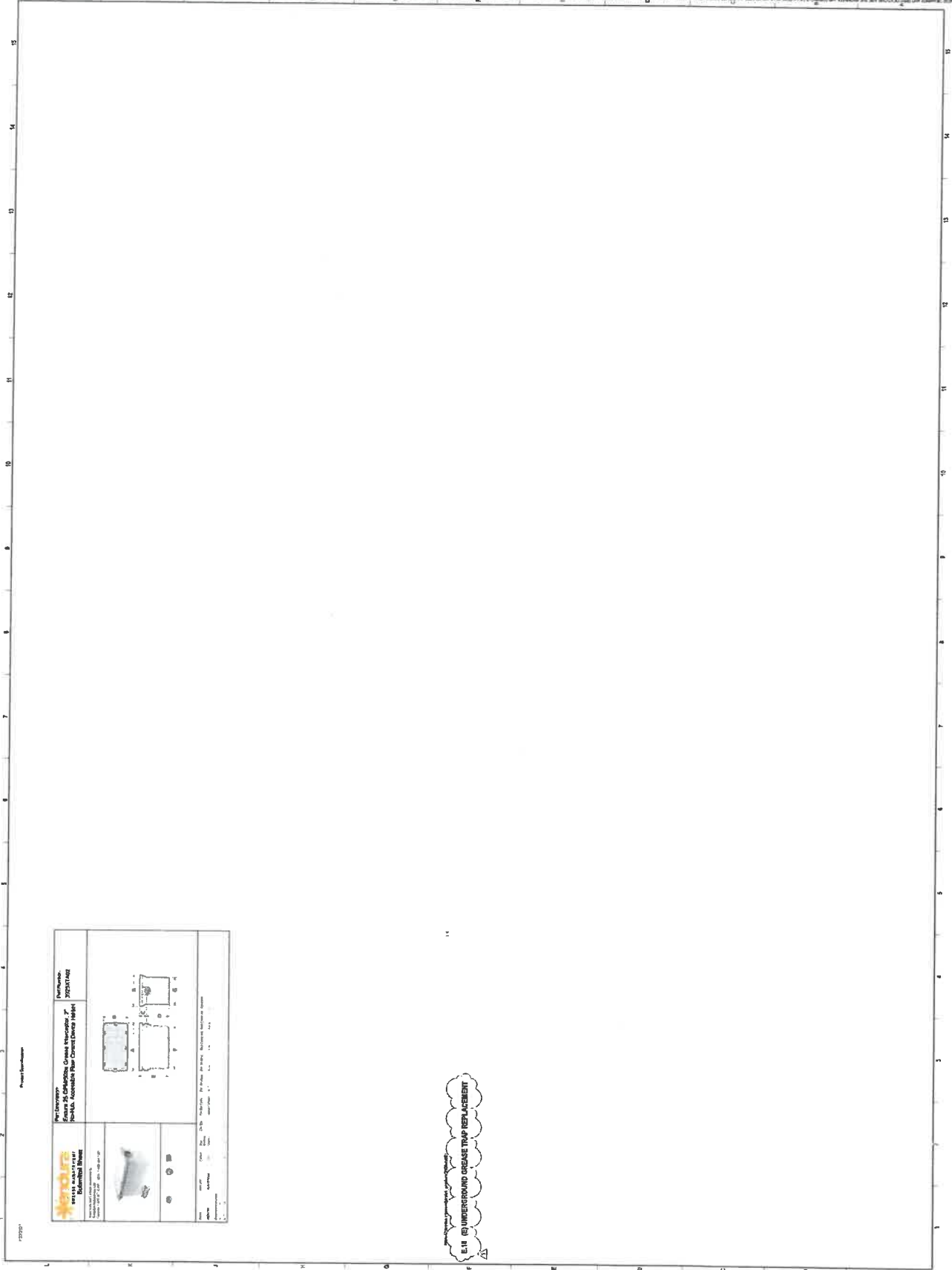
REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN
 1656 PLEASANT VALLEY
 CARMELITA, CA 95010

PVRPD
 APR 18-2019-280

NO.	DATE	DESCRIPTION	BY
1	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
2	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
3	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
4	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
5	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA

NO.	DATE	DESCRIPTION	BY
1	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
2	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
3	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
4	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA
5	04/18/19	ISSUED FOR PERMITTING AND APPROVAL	LA

SPECIFICATIONS
 A-703



Product Description:

Item Description: 2" x 2" x 2" Undermount Granite Tap Replacement

Manufacturer: Heron

Model: H-2000

Material: Granite

Finish: Polished

Color: White

Dimensions: 2" x 2" x 2"

Weight: 1.5 lbs

Installation: See installation instructions for details.

Notes: This product is designed for use with granite countertops. It is not recommended for use with other materials.

2.11 (6) UNDERGROUND CREEGE TAP REPLACEMENT



REMODEL AND UPGRADE FOR
 PLEASANT VALLEY
 REC & PARK DISTRICT
 KITCHEN
 1835 E BURNLEY ST
 CAMARILLO CA 93010

PVRPD
 APR. 18-5-01-15-99

NO.	DESCRIPTION	DATE
1	PLANS CHECK	11/15/2015
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PHOTOS (E)
 A-901





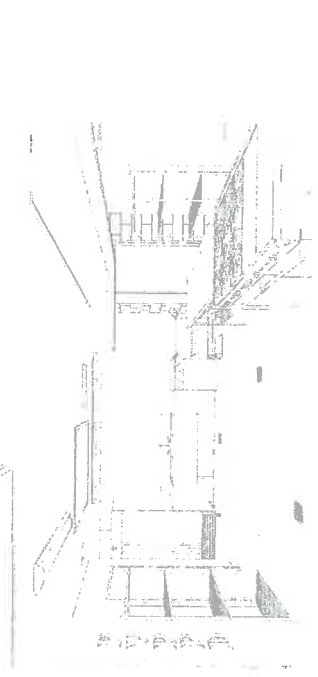
REMODEL AND UPGRADE FOR
PLEASANT VALLEY REC & PARK DISTRICT KITCHEN
 1955 E BURNLEY ST
 CARMARILLO CA 94010

PVRPD
 APRIL 1954-010-080

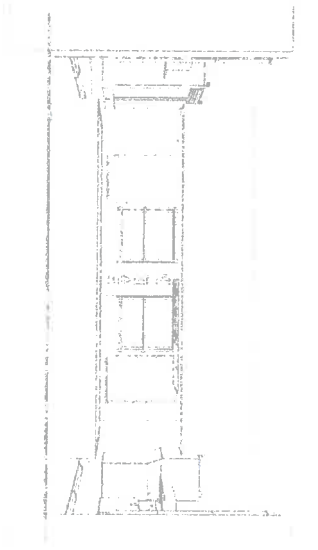
NO.	DESCRIPTION	DATE
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2	FINAL CHECK (LIMITED) SET (ISSUES)	
3	ISSUES	
4	CONSTRUCTION	

JOB NO.	PS-00020
ISSUED BY:	Author
DESIGNED BY:	Author
PROJECT MANAGER:	JOSEPH T. LEECH, III
PRINT DATE:	

FINISH MATERIALS
 A-902



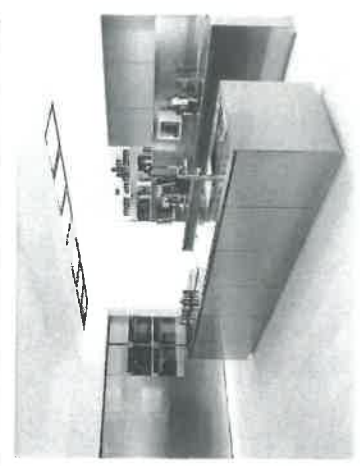
INT. PERSPECTIVE VIEW 02



INT. PERSPECTIVE VIEW 01



REFERENCE IMAGE 02



REFERENCE IMAGE 03



PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02



www.pvrpd.org • 805-482-1996

**RFP RELEASE DATE:
APRIL 8, 2021**

**PROPOSALS DUE:
MAY 14, 2021 10:00 A.M**

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

BID OPENING: MAY 14, 2021, AT 10:15 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

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

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

FISCAL YEAR 2020-2021

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 21-02

FISCAL YEAR 2020-2021

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

FOR THE

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

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 10:00 a.m. on May 14, 2021 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

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

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

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

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **April 27, 2021 at 9:30 A.M.**, at the project site, 1605 E Burnley St. Camarillo, CA 93010.

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

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

COMPLETION OF WORK: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days and all Invoices will be turned in by January 21, 2022** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	April 8, 2021	
Mandatory job walk,	April 27, 2021	9:30 am
Questions in by,	May 7, 2021	12:00 pm
Proposals must be received by,	May 14, 2021	10:00 am
Contract award,	June 2, 2021	
Project start date approx.	June 20, 2021	
Project completion date no later than,	October 22, 2021	

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

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

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

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

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

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

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

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

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

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

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the COMMUNITY CENTER KITCHEN REMODEL. To register to bid on this project, email the Parks Services Manager at bobc@pvrrpd.org 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 2021-02**

BID QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobc@pvrpd.org and **Architect Mark Petit** at mark.petit@la-arch.com no later than **May 7, 2021, at 12 pm** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the COMMUNITY CENTER KITCHEN REMODEL. To register to bid on this project, email Bob Cerasuolo, Park Services Manager, at bobc@pvrpd.org at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR COMMUNITY CENTER KITCHEN REMODEL, SPEC NO.2021-02.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

Builder's risk insurance. Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the COMMUNITY CENTER KITCHEN Remodel project until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the COMMUNITY CENTER KITCHEN Remodel project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the COMMUNITY CENTER KITCHEN Remodel project.

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the COMMUNITY CENTER KITCHEN Remodel project who is brought onto or involved in the COMMUNITY CENTER KITCHEN Remodel project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the COMMUNITY CENTER KITCHEN Remodel project will be submitted to District for review.

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

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

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

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

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

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

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

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

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or

(b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

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

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

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

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

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

SAFETY PERMIT: The Contractor, and not the District, shall be responsible for performing safety inspections for this COMMUNITY CENTER KITCHEN REMODEL. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Project Manager prior to commencement of work.

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

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 20212-02

FISCAL YEAR 2020-2021

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment, and incident insurance necessary therefor, in accordance with the specifications therefor known as "**COMMUNITY CENTER KITCHEN REMODEL, SPEC NO. 2021-02**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 2021-02**", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Demolition					
4.	Concrete Flooring Cutting and Patching					
5.	Common Work Results for Electrical					
6.	Lighting (New)					
7.	Grounding and Bonding					
8.	Underground Ducts and Raceways for Electrical System					
9.	Installation of Mechanical General Requirements					
10.	Plumbing Floor Drains					
11.	Plumbing Fixtures and Equipment					
12.	Grease Trap (Replace)					
13.	Cabinets					
14.	Stainless Steel Shelving					
15.	Installation for Partition Wall					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Prepping for painting of Doors and Trim					
17.	Prepping for painting of Walls and ceiling					
18.	Installation of Appliances					
19.	Stainless steel around the sinks to County spec's					
20.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

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

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____

(Sole Owner, Partner, Corporate Officer) *

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

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed by Bidder and Submitted with Bid)

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

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

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

Bidder Name

Signature of Bidder

Dated _____

BID BOND
(10% of the Bid Amount)

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

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

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

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

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

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

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

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

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

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

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

Date of Inspection: _____

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

(12) List the name and address of all **subcontractors who will perform work** in or about the COMMUNITY CENTER KITCHEN Remodel project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the COMMUNITY CENTER KITCHEN REMODEL.

NAME: _____

ADDRESS: _____

EQUIPMENT TO BE PROVIDED: _____

NAME: _____

ADDRESS: _____

EQUIPMENT TO BE PROVIDED: _____

NAME: _____

ADDRESS: _____

EQUIPMENT TO BE PROVIDED: _____

NAME: _____

ADDRESS: _____

EQUIPMENT TO BE PROVIDED: _____

NAME: _____

ADDRESS: _____

EQUIPMENT TO BE PROVIDED: _____

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

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

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

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

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

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

QUESTIONNAIRE

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

Yes _____ No _____

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

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

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

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

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

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

The undersigned declares:

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

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

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

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

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "COMMUNITY CENTER KITCHEN REMODEL PROJECT, SPEC NO. 2021-02" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

ARTICLE III: All work to be done under this contract shall be completed within **One-Hundred Twenty-Five (125) consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

Dated _____, 2021

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2021

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

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

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

COMMUNITY CENTER KITCHEN REMODEL

SPEC NO. 2021-02

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

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

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

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

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

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

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

_____ CONTRACTOR _____ SURETY

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS COMMUNITY CENTER KITCHEN REMODEL WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

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

LOCATION OF WORK: The work will take place at 1605 E. Burnley St, in Camarillo, California

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

COMMUNITY CENTER KITCHEN REMODEL SPEC NO. 2021-02

1. GENERAL

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

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

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

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

C. SCOPE AND CONTROL OF THE WORK:

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

2.5 PLANS AND SPECIFICATIONS

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

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

2-5.4 Record Drawings.

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

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

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

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within One Hundred Twenty-Five (125) **consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

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

E. FINAL INVOICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. CHANGES IN WORK:

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

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

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. DELAYS AND EXTENSIONS OF TIME

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

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

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the COMMUNITY CENTER KITCHEN REMODEL area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, grass, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

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

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

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

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

2. PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

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

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

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

therefore.

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

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

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

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

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the COMMUNITY CENTER KITCHEN REMODEL, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

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

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

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

F. AIR POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX A
TECHNICAL PROVISIONS**

**PLEASANT VALLEY RECREATION & PARK DISTRICT
COMMUNITY CENTER KITCHEN REMODEL
SPEC NO. 2021-02**

APPENDIX B

CONSTRUCTION DRAWINGS

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

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: April 7, 2021

SUBJECT: APPROVE RESOLUTION NO. 670 TO ADOPT THE DISTRICT'S UPDATED INJURY AND ILLNESS PREVENTION PROGRAM POLICY AND RESCIND RESOLUTION NO. 637

SUMMARY

In 2019 staff updated the District's Injury and Illness Prevention Policy (IIPP) which hadn't been updated since 2003. Due to the need to add the required CAL/OHSA COVID-19 Prevention Program to the IIPP staff has again updated the document to meet these new requirements.

BACKGROUND

On October 2, 2019 District Staff brought an updated Injury and Illness Prevention Policy to the Board, which was approved through Reso. No. 637. The purpose of the IIPP program is to establish a management framework for reducing the risks associated with workplace injuries, illnesses and identifying what is required to promote safety and health and create an outline of policies and procedures to achieve safety goals for the District. This document meets the requirements of 8 California Code of Regulations 3203 which states that every employer shall implement and maintain an effective IIPP.

ANALYSIS

The State of California approved emergency temporary Cal/OSHA standards on COVID-19 infection prevention on November 30, 2020. These new temporary standards require that an employer:

- Establish, implement, and maintain an effective written COVID-19 Prevention Program that includes:
 - Identifying and evaluating employee exposure to COVID-19 health standards.
 - Implementing effective policies and procedures to correct unsafe and unhealthy conditions (such as safe physical distancing, modifying the workplace and/or staggering work schedules).
 - Providing and ensuring workers wear face coverings to prevent exposure in the workplace.
- Provide effective training and instruction to employees on how COVID-19 is spread, infection prevention techniques, and information regarding COVID-19 related benefits that affected employees may be entitled to under applicable federal, state, or local laws.

As a result, District staff has prepared the attached updated IIPP which includes the required COVID-19 supplement. To memorialize the formal approval of this further updated IIPP, staff recommends that the District adopt Resolution No. 670 which will include the new mandates and rescind Resolution No. 637. Staff will meet with the union about the changes to working conditions that will result from the COVID-19 supplement in the IIPP.

FISCAL IMPACT

District staff does not anticipate a fiscal impact associated with approval of the revised IIPP.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 670 approving the updated Injury and Illness Prevention Program Policy which include CAL/OHSA requirements related to COVID-19 prevention and rescinding Resolution No. 637.

ATTACHMENTS

- 1) Resolution No. 670 (2 pages)
- 2) PVRPD Injury and Illness Prevention Programs Policy (32 pages)

RESOLUTION NO. 670

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT ADOPTING AN UPDATED INJURY AND ILLNESS PREVENTION PROGRAM POLICY AND RESCINDING RESOLUTION NO. 637

WHEREAS, the Pleasant Valley Recreation and Park District (“District”) is governed by the policies and procedures specified within State law including California Code of Regulations; and

WHEREAS, 8 California Code of Regulations 3203 establishes that every employer shall implement and maintain an effective Injury and Illness Prevention Program; and

WHEREAS, the California Association for Park & Recreation Indemnity requires that the District maintain an effective Injury and Illness Prevention Program; and

WHEREAS, the Board of Directors of the Pleasant Valley Recreation and Park District seeks to maintain a healthy and safe working environment;

WHEREAS, the District’s last update to its Injury and Illness Prevention Policy (“IIPP”) was approved through the adoption of Resolution No. 637; and

WHEREAS, the State of California recently approved emergency temporary Cal/OSHA standards on COVID-19 infection prevention which require the District to add a supplement to the District’s IIPP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows:

1. The Board of Directors approves and adopts the policy entitled “Injury and Illness Prevention Program” attached hereto and incorporated herein as the District’s IIPP.
2. This Resolution shall be effective immediately upon its adoption and shall result in the rescission of Resolution No. 637.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of April 2021, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Mark Malloy, Board Chair
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

Attested:

Elaine Magner, Secretary
PLEASANT VALLEY RECREATION
AND PARK DISTRICT

INTRODUCTION

The maintenance of safe and healthful working environment is the utmost importance for the successful operation of our business. To this end, safety requirements must be considered fundamental to the design and construction of facilities. As technological advances are made, the District will continue to implement sound safety and health practices. To achieve our objectives, it is essential that the employee be trained to follow procedures consistent with applicable safety standards. However, each employee must be constantly alert to his or her personal obligation to observe safe operating procedures. The continued cooperation of all employees is required to support and sustain an effective safety program.

The Pleasant Valley Recreation and Park District desires to protect itself against losses. Losses incurred during any financial period may significantly affect District personnel, property, budget, and the ability to fulfill District responsibilities. Loss of life or serious personal injury to employees or members of the public is unacceptable.

The District is committed to manage risks by applying a process including the following:

- A systematic and continuous identification of loss exposure.
- An analysis of these exposures for frequency and severity.
- The application of sound loss prevention and loss procedures.
- Review of available and economical risk transfer alternatives.
- The retention of a self-funding program consistent with the District's financial resources and statutory obligations.

Pleasant Valley Recreation and Park District follows a risk management policy which will prevent the loss of life or serious personal injury to employees or members of the public and resolves that: **It is every employee's responsibility to be aware of his/her work environment. Potentially hazardous situations shall be brought to the attention of one's immediate supervisor for corrective action.**

To promote a loss prevention program, the District has established a Safety Committee comprised of staff from throughout the District including but not limited to: Administrative Analyst, Recreation Supervisor, Lead Park Ranger, Human Resources, Park Supervisor or Lead, and a Customer Service Representative. The District's Administrative Analyst and a Recreation Supervisor will serve as Chair and Vice-Chair of the Safety Committee. The Committee's operation guidelines, reporting forms, etc., are available through the Committee Chair. If, for any reason, the employee feels the District has not properly responded to a safety concern, that concern may be brought to the attention of the Safety Committee Chair or any committee member.

When an accident is work related, several actions must be taken:

- The injured party should be attended to immediately. In case of serious injury, 9-1-1 should be called so that the injured person will be transported to the nearest hospital by ambulance.
- The injured person, when possible, should immediately report the injury to his/her supervisor or Human Resources. The employee along with the supervisor will complete the Accident Report and forward it to Human Resources on the same day as the injury. Additions or clarifications can be made at a later date.

- An injury report will be sent to the District's Worker's Compensation Administrator. Human Resources and the Safety Committee retain a copy.
- Every effort is made to return an injured employee to his/her job as soon as possible.
- An employee absent more than three (3) days should be contacted at least weekly by his/her respective supervisor.

DISTRICT SAFETY PROGRAM

The objective of the District Safety Program is to protect the District through a proactive loss control program. Although profit is not the primary objective of the District's function, optimum efficiency is desired to ensure the best use of each tax dollar.

The aim of the District Safety Program is to focus attention on correction of workplace hazards that could cause a monetary or personnel loss. Hazard correction will contribute significantly to the efficiency of the District's operation.

Every District employee is responsible for safety. The responsibilities below are minimum and are anticipated to control and/or reduce accident losses.

The General Manager has the authority and responsibility to maintain safe and healthy working conditions. As such he/she must ensure that the policies and procedures are complied with by all personnel and provide leadership and positive direction.

Additionally, the General Manager shall:

- Review District safety and discuss plans to bring about positive safety attitudes.
- Conduct final review of all major accident/incident reports.
- Ensure active safety participation by all District personnel.
- Ensure that planning for construction and remodeling of facilities comply with local, state and federal requirements.
- Make managers and supervisors accountable for injuries, accidents and liabilities incurred by their respective employees.
- Ensure that injury and vehicle accident reporting procedures are followed.
- Be aware of the status of employees off work due to injury or vehicle accident.

A Safety Committee Chair shall be appointed to act as an inter-agency liaison in matters of industrial health and safety. In addition, he/she shall be responsible to:

- Provide background safety materials for committee meetings.
- Assist the District in reviewing plans, specifications, and operating procedures to reduce potential accident, property loss and liability.
- Monitor accident reports to ensure a timely and thorough evaluation of each accident and document all District safety incidents/accidents.

- Ensure the thorough investigation of accidents.
- Provide coordination concerning all industrial health and safety.
- Make field inspections and recommend resolution of reported unsafe working conditions and equipment.

Each Department Manager and Supervisor is responsible and accountable to the General Manager for compliance with the District's safety program. He/she will ensure that:

- All safety regulations are enforced.
- All personnel are oriented to their specific work procedures.
- Safety equipment and protective devices are available and properly used.
- Employees attend routine safety discussions and promote a free discussion of work problems and discuss possible solutions.
- All accidents are recorded and promptly reported.
- Prompt and corrective hazard abatement procedures are followed.
- Each division shall comply with the District's rules and regulations.

Employees are required, as a condition of employment, to exercise care during work to prevent injuries to themselves and to their fellow workers, to prevent damage to equipment, and conserve materials. Each employee will:

- Report all unsafe conditions to a supervisor.
- Keep work areas clean and orderly.
- Report every accident or "near miss" immediately to a supervisor.
- Avoid engaging in any "horseplay" and avoid distracting others.
- Lift and handle materials properly.
- Actively participate in the District's safety program.
- Immediately report suspension or revocation of any operator's license required for job performance.

Additionally, each employee working at hazardous jobs will:

- Obey all safety rules and follow prescribed work instructions. If doubt exists about the safety of a job, STOP and get additional instructions from the supervisor before continuing.
- Only operate equipment authorized by the supervisor.
- Wear protective equipment when working in hazardous areas and dress safely and sensibly.

JOB SAFETY AND LOSS PREVENTION

The Pleasant Valley Recreation and Park District has a proactive Safety Program designed to meet Occupational Safety and Worker's Compensation requirements. The expressed purpose is to reduce accident costs and to ensure that all District facilities and equipment are safe.

As a condition of employment, all employees must comply with established safety and health rules and perform their respective duties in the safest possible manner.

Supervisors are responsible for ensuring that employees avoid job-related hazards. Every supervisor must follow published work rules that define correct work procedures. This enables the supervisor to maintain consistency that promotes employee confidence in the capabilities of management.

Every job must be broken down into its basic steps. These steps describe what is to be done and in what sequence. After the steps are identified and their causes understood, methods and means to eliminate them will be developed. The four ways this can be accomplished are:

1. Eliminate the process or operation or provide a substitute action which can be done without the hazard.
2. Isolate the process or operation to eliminate or minimize the hazard.
3. Provide guards or automatic devices to eliminate or minimize the hazard.
4. Provide personal protective equipment and enforce its use to prevent the possibility of injury.

Using the information gathered from the first three (3) steps, department work rules are written, disseminated among all employees, and maintained for periodic review. This becomes a document to assist the supervisor in employee job orientation and it also provides a source of information they can use for periodic task review and evaluation.

JOB SAFETY TRAINING

The supervisor must not assume that a newly hired, assigned, or reassigned employee knows the new job procedures. The four-point methods of job instruction are found best for most hazardous operations:

1. PREPARATION

- Put them at ease.
- Define the job and find out what they already know about it.
- Get them interested in learning their job.
- Place them in the correct position for effective work.

2. PRESENTATION

- Tell, show, and illustrate one step at a time.
- Stress every key point.
- Instruct clearly, completely, and patiently.
- Present the information in a sequential organized format.

3. PERFORMANCE

- Observe job performance and provide immediate on-the-job follow-up.
- Have them explain each key point to you as they work.
- Make sure they understand.
- Continue until they understand the performance requirements of the job to your satisfaction.

4. FOLLOW-UP

- Put them on their own.

- Check frequently and employ encouraging questions.

PERSONAL PROTECTIVE EQUIPMENT

The supervisor specifies the use of personal protective equipment (PPE). Examples are:

- **Hard Hats** – to protect the head against falling objects, head bumping situations or electrical conductors.
- **Goggles, Face Shields, or Safety Glasses** – to guard against air borne debris, dust, flying particles, ships, chemicals, heat or injurious rays.
- **Ear Plugs or Earmuffs** – to guard against prolonged exposure to noise exceeding sound tolerance levels defined by law.
- **Respirators, Gas Mask, Airline Respirators, and Self-Contained Breathing Apparatus** – to protect employees against toxic conditions.
- **Reflective Vests or Bright Articles** – to increase worker visibility while working in or around traffic lanes.
- **Protective Clothing** – to protect against wounds, abrasions, bumps, heat or melted metals.

Mandatory Use: When PPE has been specified as a condition of employment, its use is mandatory. Supervisors are responsible for training employees in the proper use of PPE when performing hazardous duty.

Proper Dress for Work Assignment: Each employee will wear clothing suitable for the job they perform and follow these additional guidelines:

- Individuals with long hair must wear a cap or net while working around machinery.
- Individuals whose jobs require them to wear breathing devices in toxic atmospheres must be clean shaven where the mask contacts the face.
- Employees working in hazardous areas will wear appropriate footwear: tennis shoes, loafers, sandals and similar shoes are not considered appropriate.

FIRST AID TRAINING FOR EMPLOYEES

All employees will be trained in First Aid and CPR within the first six (6) months of employment. Many industrial injuries can be effectively treated in the field and thus eliminate the necessity of a doctor for minor injuries. CPR and First Aid materials are furnished to the employee at no charge. Supervisors are advised to be aware of the following:

- **Physical Condition of Employees:** Illness is a major cause of injuries. The health of employees is a matter of concern to each supervisor. Observe your employee carefully.
- **Procurement of Power Tools, Heavy Equipment, Safety and Protective Equipment, Vehicles, etc.:** Detailed specifications for the use of special tools will be fully coordinated between supervisors of the employees, management, and safety.

- **Disciplinary Action:** Violations of safety policies will result in disciplinary action up to and including termination. The District may take disciplinary action when an employee causes injury to themselves, others, or destroys or damages District equipment.

EMPLOYEE ACCIDENT PROCEDURE

As required by District policy, on-duty District employees will implement immediate first aid measures in case of accident or injury.

The following procedures should be followed:

1. Dial 9-1-1 for emergency assistance in any case of severe bleeding, loss of consciousness, chest pain or any bleeding from the ears, nose (severe), or mouth, and a head injury. Injured persons often cannot judge the extent of their own injury.
 - a. After 9-1-1 is called, immediately notify your supervisor and/or Pleasant Valley Recreation and Park District Office at (805) 482-1996.
2. First aid should be rendered within the ability of the employee. Never leave the injured. Send someone for help.

Every work-related employee or volunteer injury must be reported to the District within 24 hours.

DISTRICT SAFETY COMMITTEE

The District Safety Committee's function is to reduce accidents, and property losses, and develop recommendations to promote safe District facilities and safety for patrons. Its objectives are as follows:

- To protect the District against loss of assets and destruction or depletion of resources.
- To identify and control activities with the goal of reducing loss/accident frequency and severity.
- To establish and monitor procedures that provide a constant assessment of the District's exposure potential.
- To promote the continuing safety education and training of employees at all levels, as well as to provide the District and patrons a safe environment.

The Safety Committee is composed of a cross section of Pleasant Valley Recreation and Park District employees. The Administrative Analyst and/or Recreation Supervisor shall act as Chair and Vice Chair of the Committee. The Safety Committee functions as a Board of Review and will:

- Review all safety incident/accident reports.
- Investigate major accidents and determine the extent of an injury or accident, whether it was preventable, and recommend corrective action(s).
- Monitor, review, and recommend changes to the District safety program.

The Safety Committee meets regularly on the third Wednesday of the month, but the Chair may call special meetings in order to review safety issues and make recommendations for the Committee's review. The District Safety Officer will order all safety supplies and training materials.

SAFETY REPORTS

Safety reports are used as a procedure for the reporting of all safety incidents or accidents using the following definitions:

- An incident is any act committed by a person or by natural causes, fire, wind, lightning, etc., resulting in the destruction of property or personal injury.
- Property damage is the damage to or loss of District facilities or equipment.

SAFETY RULES

Though the District provides a safe place to work, with proper tools, equipment, and protective devices, safety is the responsibility of every employee. Therefore, all District employees must adhere to the following safety rules:

1. Do not smoke inside District facilities and vehicles.
2. Do not lift loads of excessive weight solely with your back. Use your leg muscles to lift heavy or difficult loads or get help if the load exceeds your capabilities.
3. Do not wear jewelry, frayed or loose clothing while operating power machinery.
4. Do not operate machinery that you have not been trained and certified to use.
5. Use tools and equipment for their designed intent only.
6. Do not repair or adjust machinery while in operation.
7. Do not speed or drive carelessly and wear seat belts at all times, as required by state law.
8. Keep your workplace and equipment clean and orderly.
9. Do not display rowdiness or horseplay during working hours.
10. Use proper protective equipment when operating District equipment (hard hats, gloves, hearing protection, protective glasses or goggles, face shields, etc.)
11. Never report to work while under the influence of intoxicating drugs or alcohol.
12. Do not use gasoline or other highly combustible fluids for cleaning purposes.
13. Always wash thoroughly after using chemicals or liquids (insecticides, herbicides, fertilizers, etc.)
14. Always secure ladders to prevent slippage or displacement before using.
15. Always face a ladder while descending or ascending and use both hands.
16. Promptly report all unsafe practices, procedures, or conditions to your supervisor.
17. Always wear a uniform while on duty, if instructed to do so.
18. Properly store all flammables.

The General Manager, with recommendations from the Safety Committee, shall determine the appropriate disciplinary action, up to and including termination, for violation of all safety rules.

PROCEDURE FOR PARTICIPANT ACCIDENTS

Every District employee is responsible for exercising extreme care and good judgement when members of the community are injured while participating in a District sponsored program or activity. Care of the injured is primary, but consideration must be given to potential liability, which might result from the injury or accident. As such, with the exception of emergency care needed to save a life, advanced medical treatment must be left to professional medical personnel.

Obtaining medical treatment: District employees must always activate the EMS (Emergency Medical System) by dialing 9-1-1 to provide emergency medical aid beyond first aid. After calling 9-1-1, always be the last to hang up. Failure to carry out this duty could result in legal action against the District and the employee and may endanger the life of the injured. Once the injured person is out of danger, the employee shall contact his Supervisor or other appropriate District person.

The designated District staff member will complete an Accident Report as soon as possible, being very careful to document the event objectively.

As required by District policy, on-duty employees will implement immediate first aid measures in case of accident or injury.

The following procedures should be followed:

1. Dial 9-1-1 for emergency assistance in any case of severe bleeding, loss of consciousness, chest pain, or any bleeding from the ears, nose (severe), or mouth, and a head injury. Injured persons often cannot judge the extent of their own injury.
 - a. After 9-1-1 is called, immediately notify your supervisor and/or Pleasant Valley Recreation and Park District Office at (805) 482-1996.
2. First aid should be rendered within the ability of the employee. Never leave the injured. Send someone else for help.
3. As soon as the situation has stabilized, record the name, address, and date of birth of the injured person(s). Write down a full objective description (using the words of the injured, if possible) of what happened and how. Obtain parent/guardian names and phone numbers. Record the names, addresses, and phone numbers of witnesses and write their account of the incident.
4. District employees are not to transport the injured. Contact a relative or allow the responding Emergency Medical Personnel to arrange transportation. If it is absolutely necessary for a District employee to transport the injured, District authorization must be obtained. Call the District office at (805) 482-1996.
5. Do not respond to questions or accusations concerning liability. Concentrate your efforts on care of the injured person and gathering information.
6. Prepare an Accident Report before completion of duty and leave it with your supervisor.

If the seriousness of the accident is not readily known, always treat the situation as if it were a serious injury. Never allow the seriously injured person to re-enter the District program/activity. The program/activity becomes secondary to the care and well-being of the injured.

Every District employee must know and follow the proper procedures when a program participant is injured during a District provided or sponsored program. Therefore, it must be the employee's responsibility to adhere to these procedures.

DRUG AND ALCOHOL USE

While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. Their Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

DISTRICT POLICY

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs does violate this policy per se, failure by an employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search *unless it is an emergency or the District deems it is not practical to have the employee present.*" Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.

APPLICATION

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at any time while on District property;
- not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
- submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or his/her designated representative;
- notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
- provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse, using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Managers and Supervisors are responsible for reasonable enforcement of this policy.

Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced.

"Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;

- An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
 - Physical altercation;
 - Unusual behavior;
 - Verbal altercation;
 - Possession of alcohol or drugs;
- Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
 - Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.
 - Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.
 - Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.

PHYSICAL EXAMINATION AND PROCEDURE

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. The medical facility will describe the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts.

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made that the violation took place.

CONFIDENTIALITY

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

MOTOR VEHICLE SAFETY

The driving of vehicle is vital in conducting District business. Vehicle losses can be very costly and exposes the District to a variety of liabilities, including:

- Property Damage
- Bodily Injury
- Fatalities
- Lawsuits

The cost of claims can mount to losses that will adversely affect the District's efforts to accomplish its mission. To help prevent vehicle accidents and the type of loss exposure associated with them a general guideline for establishing a fleet program is presented below.

The maintenance person/mechanic in charge of vehicles and equipment is responsible for the fleet safety. Their duties include:

1. Establishing a fleet safety policy and rules for personnel to adhere to and check on compliance with these requirements.
2. Establish policy and procedures for inspecting fleet vehicles for the operating condition of safety devices such as hazard warning lights and wipers. Also inspect for signs of abuse, unreported physical damage, and general upkeep.
3. Fully support and promote defensive driving practices and the use of seat belts by all drivers and passengers.

Drivers of vehicles owned, rented or leased by the District shall be required to practice defensive driving techniques and practices. The basic defensive driving practice is to plan and do everything that one can reasonably do to prevent an accident. The following guidelines should also be followed:

1. Drivers must have a valid driver's license to operate a District vehicle. All drivers should be reviewed to see if their duties will involve operating vehicles that require a special license. Personnel staff shall evaluate the license at the time of hire.
2. The driver should be physically and mentally capable of driving the vehicle they are assigned, whether the vehicle is a car, van, truck, or tractor.
3. All District drivers should be trained/retrained and evaluated on safe driving skills through the use of recognized organizations that conduct driver training courses which cover defensive driving techniques: two-vehicle collision prevention, backing accident prevention, safe following distance and passing skills, and intersection driving and turns.

OPERATION OF VEHICLES

Before operating a vehicle, the driver should inspect the vehicle. An inspection check should include but not be limited to the following items:

- Condition of tires and air pressure
- Windshield wipers
- Lights, turn signals, brakes, and horn
- Cleanliness of the windows
- Mirrors cleaned, secured, and properly adjusted.

All employees should be aware that the District Safety Committee will review all vehicle accidents to determine preventability. This review is designed to protect both the District and the employee. Any action by the Committee should be considered helpful counselling, not as a disciplinary action.

Human Resources will monitor each District employee for:

- Date of and type of driver's license and renewals.
- Date and type of driver's training courses, defensive driving courses, and refresher course taken.
- Three-year accident history showing the dates and types of accidents, even if the driver was not at fault.

RULES FOR USING DISTRICT VEHICLES

1. Obey all District policies and state laws
2. Do not use alcohol or drugs before operating any vehicle
3. Practice defensive driving at all times while operating District vehicles
4. Do not operate District equipment without a valid operator's license and District approval
5. Immediately report all accidents to the supervisor or the District Administration office
6. Except for accidents causing injury, wait for the police investigation before leaving the scene
7. For an accident outside Ventura County, request that a state or local police agency be notified, and an accident report filed
8. The Motor Vehicle Accident Report Kit is in the District vehicle. It is the employee's obligation to make clear any extenuating circumstances surrounding the accident. This report must be in detail, clear, and submitted to the employee's supervisor within 24 hours of the accident. If the employee is unable to complete report, the supervisor must submit a preliminary report.

MOTOR VEHICLE REPORTS FOR AUTHORIZED DISTRICT DRIVERS

Motor Vehicle Reports (MVR's) are obtained from the California Department of Motor Vehicles and are forwarded to Human Resources for review. The following point system is provided as illustration of the method of assigning values to the various types of traffic violations and/or District incidents to arrive at a decision on the acceptability of drivers:

Convictions

- Minor – 1
- At Fault Accident – 3
- Major (within last two years) – 6
- Major (over two years) – 3
- *Two or more incidents within an 18-month period – 1

*Time reference is from the date of conviction, not the date the citation was issued.

Major convictions include, but are not limited to:

- Driving while intoxicated or under the influence of alcohol or drugs;
- Failure to stop and report an accident;
- Homicide, manslaughter or assault arising out of the operation of a motor vehicle;
- Driving during a period when license is suspended or revoked;
- Reckless driving;
- Possession of an open container of alcoholic beverage;
- Speed contest drag or highway racing or trying to elude a Peace Officer.

An acceptable point total is five (5) points or less.

EMPLOYEE VEHICLE ACCIDENT PROCEDURE

Stop and give medical assistance, if needed. Call 9-1-1 if medical help is needed, then call the District office at (805) 482-1996. Always insist that a police report be taken. Complete your Motor Vehicle Accident Report.

Employee accident, seek medical treatment as needed. Contact your supervisor immediately or the District Office (805) 482-1996.

1. In case of serious injury, get needed attention as quickly as possible, including calling 9-1-1 for emergency transportation or assistance if needed.
2. All employees seeking medical treatment must do so by using the Excess Insurance Authority (EIA) Medical Provider Network: www.eiampn.csac-eia.org.
3. If the employee is injured after business hours of a medical facility found on the Medical Provider Network, or the illness or injury is severe to warrant a trip to the hospital then the employee may choose a local hospital to obtain care.

4. In all cases, notify your supervisor as soon as possible after an accident, and provide all the information needed for the Accident Report.

Employees should never admit liability or fault for an accident or injury and never promise medical or hospital bills will be paid by the District. Remember you are an extension of the District, guilt or fault will be determined by others at a later date.

The procedures described above to ensure that each District employee is aware of the appropriate actions required of them in case of an accident or injury. The guidelines reference all District accidents and injuries that may occur at work or during a District function/activity/program.

FACILITY SAFETY INSPECTION GUIDELINES

District facility safety inspections are conducted routinely. Employees of the District shall cooperate fully in the inspection process to ensure that all hazards are identified and corrected in a timely manner.

The lead and maintenance workers will utilize the checklist appropriate for each area being inspected with emphasis placed on standards consistent with local, state, and federal regulations. Emphasis is placed on conditions of facilities, equipment, and machines.

Examples are:

- Good housekeeping;
- Use of appropriate protective equipment;
- Compliance with safety rules;
- Condition of ladders;
- Proper maintenance of electrical equipment;
- Proper guarding of open pits, ditches, tanks, etc.;
- Proper storage of flammable/combustible/hazardous liquids and/or substances;
- Portable fire fighting equipment, first aid kits, and emergency lights;
- Condition of power and hand tools;
- Proper guarding of powered equipment and machines;
- Inspection of all irrigation equipment;
- Extensive inspection of all playground equipment.

The park supervisor assigned to the facility shall maintain the safety inspection reports. Completed inspections are stored in files at the Parks office. The inspections will consist of the following:

- Date of inspection;
- Inspector's name;
- Written list of deficiencies;
- Recommendations for correction of deficiencies.

Facilities and equipment deemed unsafe or an imminent hazard will be taken out of use until the needed repairs are made and the equipment is re-inspected. Corrections requiring special equipment and/or monetary funds beyond the control of the Department Manager must be presented to the General Manager for resolution.

Lead and maintenance staff will inform management of any unsafe condition that presents the potential of danger to persons or property that cannot be immediately corrected and ensure that all necessary precautions have been taken to prevent further loss or injury.

COVID-19 PREVENTION PROGRAM (CPP)

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: March 24, 2021

AUTHORITY AND RESPONSIBILITY

PVRPD Safety Committee has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections** form as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

EMPLOYEE PARTICIPATION

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by observing their surroundings and taking action when they are aware of any inconsistency in the following safety protocol.

EMPLOYEE SCREENING

We screen our employees by having them self-screen according to CDPH guidelines. Ensure that face coverings are used during screening by employees and, if temperatures are measured, that non-contact thermometers are used, and by indicating any symptoms that may be out of the ordinary.

CORRECTION OF COVID-19 HAZARDS

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- The severity of the hazard will be assessed, and correction time frames assigned, accordingly.

- Individuals are identified as being responsible for timely correction.
- Follow-up measures are taken to ensure timely correction.

CONTROL OF COVID-19 HAZARDS

PHYSICAL DISTANCING

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Eliminating the need for workers to be in the workplace – e.g., telework or other remote work arrangements.
- Reducing the number of persons in an area at one time, including visitors.
- Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel.
- Staggered arrival, departure, work, and break times.
- Adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

FACE COVERINGS

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. Face coverings will be provided by the Administrative Services Department; three face masks will be provided to each employee and the employee will be responsible for cleaning and maintain their masks. Employees will notify their supervisor or Human Resources if one or more of their masks are no longer fit for use. Employees may choose to wear their own masks.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees wearing respiratory protection in accordance with CCR Title 8 section 5144 or other safety orders.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

ENGINEERING CONTROLS

We implement the following measures for situations where we cannot maintain at least six feet between individuals: a solid piece of plexiglass will be placed between individual desks or a plastic sheet will separate two work stations where a solid piece of plexiglass cannot be placed.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Circumstances where the amount of outside air needs to be minimized due to other hazards, such as heat and wildfire smoke.
- The ventilation system will be properly maintained and adjusted.
- When possible, we will increase filtration efficiency to the highest level compatible with the existing ventilation system.

CLEANING AND DISINFECTING

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Ensuring adequate supplies and adequate time for it to be done properly.
- Informing the employees and authorized employee representatives of the frequency and scope of cleaning and disinfection.

Should we have a COVID-19 case in our workplace, we will implement the following procedures: Employees will be notified, the space and any place that the employee has been will be properly disinfected by our Ground/Facilities Crew using the provided disinfectants.

SHARED TOOLS, EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by spraying the equipment with disinfectant spray and wiping a clean cloth or spraying with disinfectants such as Lysol.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected between users.

HAND SANITIZING

In order to implement effective hand sanitizing procedures, we:

- Evaluating handwashing facilities.
- Determining the need for additional facilities.
- Encouraging and allowing time for employee handwashing.
- Providing employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging employees to wash their hands for at least 20 seconds each time.

PERSONAL PROTECTIVE EQUIPMENT (PPE) USED TO CONTROL EMPLOYEES' EXPOSURE TO COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids. [Delete if not applicable to your workplace.]

INVESTIGATING AND RESPONDING TO COVID-19 CASES

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will be:

- Offered COVID-19 testing at no cost during their working hours.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

SYSTEM FOR COMMUNICATING

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to, and how this will be accomplished in your workplace.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

TRAINING AND INSTRUCTION

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.

- COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
- An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of facecoverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

EXCLUSION OF COVID-19 CASES

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever it has been demonstrated that the COVID-19 exposure is work related.
- Providing employees at the time of exclusion with information on available benefits.

REPORTING, RECORDKEEPING, AND ACCESS

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

RETURN-TO-WORK CRITERIA

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - At least 10 days have passed since COVID-19 symptoms first appeared.
 - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
 - A negative COVID-19 test will not be required for an employee to return to work.
 - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
-

APPENDIX A: IDENTIFICATION OF COVID-19 HAZARDS

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

APPENDIX B: COVID-19 INSPECTIONS

Date: **[enter date]**

Name of person conducting the inspection: **[enter names]**

Work location evaluated: **[enter information]**

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Floor Markings			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
Telework will be available while in Purple Tier			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

APPENDIX C: INVESTIGATING COVID-19 CASES

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: [enter name(s)]

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

APPENDIX D: COVID-19 TRAINING ROSTER

Date: **[enter date]**

Person that conducted the training: **[enter name(s)]**

Employee Name	Signature

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 TESTING

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
 - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
 - We will provide additional testing when deemed necessary by Cal/OSHA.

EXCLUSION OF COVID-19 CASES

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria** requirements, and local health officer orders if applicable.

INVESTIGATION OF WORKPLACE COVID-19 ILLNESS

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 INVESTIGATION, REVIEW AND HAZARD CORRECTION

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards and Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.

- Our COVID-19 testing policies.
- Insufficient outdoor air.
- Insufficient air filtration.
- Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.
 - [describe other applicable controls].

NOTIFICATIONS TO THE LOCAL HEALTH DEPARTMENT

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

ADDITIONAL CONSIDERATION #2

MAJOR COVID-19 OUTBREAKS

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 TESTING

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

EXCLUSION OF COVID-19 CASES

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria**, and any relevant local health department orders.

INVESTIGATION OF WORKPLACE COVID-19 ILLNESSES

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 HAZARD CORRECTION

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

NOTIFICATIONS TO THE LOCAL HEALTH DEPARTMENT

We will comply with the requirements of our **Multiple COVID-19 Infections and COVID-19 Outbreaks-Notifications to the Local Health Department**.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: April 7, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF CONVERTING ONE TENNIS COURT AT PITTS RANCH PARK AND SPRINGVILLE TO A DUAL USE COURT AND PROVIDE STAFF FURTHER DIRECTION

SUMMARY

Over the past several years, the District has continued to see an increase in pickleball players as well as the use of the pickleball courts within our community. Staff analyzed court reservations at all tennis and pickleball courts for calendar year 2019 (January 1- December 31, 2019) to try and understand the usage of the District courts. As part of this process, the District Board assigned an Ad Hoc Committee to specifically address the issues and concerns of the Pickleball and Tennis community. Staff is recommending that the Board make a motion to convert two tennis courts into dual or multi-use courts and provide further direction as it relates to a long-term (1 year +) solution.

BACKGROUND

Over the past several years the District has continued to see an increase in pickleball players within our community. Both the Board and staff have been approached on several occasions to find time and space to accommodate this growing sport. To better assess the number of pickleball players in the community and to also respond to their requests for additional courts, staff has been addressing the needs of pickleball over the past several years and has incrementally made changes.

The National Recreation and Park Association recognizes that one tennis court should be available for every 4,300 people living in a community. As a sport, tennis is stable with the number of people playing on a national and local level. To meet the national criteria, the District would only need to offer 16.3 courts based on the 2010 census; however, the District has seen an increase in housing units since that time so this number would likely see a slight increase. Pickleball is a growing sport with up to an estimated 2.1 million people playing on a national level. There is not a criterion set for how many pickleball courts per capita should be available at this time as the sport is relatively new in comparison to other sports. Currently, the District has nineteen (19) dedicated tennis courts and one dual-use court for a total of twenty (20) courts; conversely there are four (4) dedicated pickleball courts and two (2) dual-use courts for a total of six (6).

The District Board assigned an Ad Hoc committee to continue to address the needs of pickleball while also considering the needs of tennis, surrounding park site neighbors, and the community at large. The Pickleball/Tennis Ad Hoc committee initially met on November 2, 2020, in person, to provide overall information and hear from the community. A second meeting was held virtually via Zoom on February 24th to provide potential short, mid, and long-term solutions.

ANALYSIS

The goal of the initial Ad Hoc committee meeting was to provide overall information to include background/history, current number of tennis courts, current number of pickleball courts, hear the concerns from the community, and set a course for next steps. Pickleball started in 2016 by finding time and space at Freedom Park Gymnasium, progressed to painting blended lines at Bob Kildee Park and then the conversion of two (2) tennis courts to four (4) pickleball courts in 2018.

Staff analyzed the courts by their reservations that were completed on the ActiveNet system which processed all classes and reservations for the calendar year. Staff reviewed data from 2019 and did not consider the 2020 calendar year due to the COVID-19 pandemic which prohibited tennis tournaments, league play, and group lessons. In reviewing these reservations, it showed a majority of reserved tennis hours occur at Mission Oaks, Valle Lindo, and Bob Kildee Parks. There were very few hours reserved at Pitts Ranch or Springville. This does not account for the recreational use of any of these courts which is the major use of all courts.

As part of the initial Ad Hoc meeting, staff asked those in attendance to fill out a survey so the District could gather information to assist with further decisions. There were approximately 115 people that responded with some key information: 1) 98% of respondents live within District boundaries, 2) 50% play Pickleball, 42% play Tennis, and 10% play both, 3) Highest use locations are Bob Kildee, Mission Oaks, Valle Lindo, 4) Highest use times are Monday – Friday 7 am – 11 am & 4 pm – 7 pm and Saturday from 7 am – 11 am, and 5) Other comments - need more pickleball courts, don't take away tennis courts, noise level, and pickleball needs its own complex.

This gave staff a starting point to return to the Ad Hoc committee with potential short-term (1-3 months), mid-term (6 months – 1 yr.), and long-term (1 year +) facility and programmatic solutions. As part of this analysis, staff reviewed the locations and programmatic options to include challenges and opportunities at various sites. The following park sites were presented as part of the solutions: Pitts Ranch, Springville, Bob Kildee, Freedom, and Ran Rancho (new park site).

Potential Solutions:

Option 1 – Pitts Ranch Park (2 Non-Lighted Courts) Attachment #1

- 1) Short-Term Option - convert one tennis court into a dual/multi use court.
 - a. This option keeps the tennis court in circulation yet gives pickleball players two other potential courts for play.
 - b. Paint dual-use lines, purchase two (2) portable nets for estimated total cost of \$4,700.
- 2) Mid-Term Option – permanently convert one (1) tennis court into two (2) pickleball courts.
 - a. Removes the option for tennis on one (1) court.
 - b. Resurface of all courts, paint tennis court lines on one (1) court and two (2) pickleball courts and add permanent nets for an estimated total cost of \$35,000.
- 3) Programmatic Options
 - a. Adjust pickleball hours to start at 8:00 am to dusk.

Challenges

- a. Noise level of pickleball close to homes.
- b. High use park currently.
- c. Mid-Term option reduces tennis courts in the community to 18 dedicated courts.

Opportunities

- a. Adds two (2) dual/multi use pickleball courts.

- b. Open play is first come first serve which allows for the courts to be used dependent upon the need.
- c. Adjust play time for pickleball due to the noise level.

Option 2 – Springville Park (3 Lighted Courts) Attachment #1

- 1) Short-Term Option - convert one (1) tennis court into a dual/multi-use court.
 - a. This option keeps the tennis court in circulation yet gives pickleball players two other potential courts for play.
 - b. Paint dual-use lines, purchase two portable nets for estimated total cost of \$4,700.
- 2) Mid-Term Option – convert the sand area between the parking lot and the tennis courts into one (1) dedicated pickleball court.
 - a. Converts unused space into one court.
 - b. Build a court from the ground up as well as address any ADA concerns for an estimated cost of \$135,000.
- 3) Programmatic Options
 - a. Signage for Court 3 for Peak Evening Hours of 5 pm – 9 pm for pickleball use.
 - b. Open play first come, first serve unless reserved.

Challenges

- a. Add a dual/multi use court.
- b. Limit tennis on court 3 during peak evening play hours.
- c. Increases the demand for parking.

Opportunities

- a. Adds two dual/multi-use pickleball courts with lights to potentially reduce the stress at Bob Kildee.
- b. Not immediately adjacent to homes.
- c. Parking available at this site.

Option 3 – Bob Kildee Park (6 Lighted Courts) Attachment #2

- 1) Short-Term Options – make the northside of handball courts into dual/mixed-use courts.
 - a. This option keeps the handball in circulation yet gives pickleball players two other potential courts for play at the same location as other pickleball courts.
 - b. Paint dual-use lines and resurface the area for an estimated total cost of \$8,000.
- 2) Mid-Term Option – convert the multi-use court to dedicated pickleball courts.
 - a. Repaint the court and add a gate for accessibility between courts for an estimated cost of \$25,000.
- 3) Long-Term Option – add noise mitigation.
 - a. Adding noise mitigation nets and fence supports for an estimated total cost of \$70,000.
 - b. Add two (2) dedicated pickleball courts, remove fencing between the courts and a sound mitigation wall for an estimated total cost of \$125,000.
- 4) Programmatic Options
 - a. Handball Court dual/multi-use
 - i. Pickleball use would have dedicated time Monday – Friday from 8 am – 11 am
 - b. Dual/Multi-Use Court would have a pilot program to address the dual/mixed use courts during Prime-Time-Hours.
 - i. Pickleball Prime-Time-Hours:

Monday – Friday:	8 am – 11:30 am & 5 pm – 8 pm
Saturday:	8 am – 12 pm

- ii. Pilot Program Rules included (Attachment #3).

Challenges—Handball Courts

- a. Would limit handball and court use during the pickleball play.
- b. These are the only handball courts in the District.
- c. Participants must supply their own nets for play.
- d. Increased parking demand on a high demand park.
- e. Increased noise level for the neighbors.

Opportunities—Handball Courts

- a. Adds two dual/multi use pickleball courts within the same complex.

Challenges—Court Conversion

- a. Increases parking demand on a permanent basis.
- b. Increases noise level.
- c. Removes one dual/multi-use tennis court.
- d. Change in hours/rules.

Opportunities—Court Conversion

- b. Adds two dual/multi-use pickleball courts within the same complex.
- c. Change in hours/rules.

Option 4 – Freedom Park Attachment #4

- 1) Long-Term Option A – convert the current picnic pavilion and the back-up dog park area into permanent pickleball courts with an estimated cost of \$500,000. If the wish of the Board is to add lights, this could increase the costs to build.
- 2) Long-Term Option B– convert the Freedom Park pool into a pickleball complex with an estimated cost of over \$1M.

Challenges—Pavilion Area

- a. Increase parking demand during weekend hours while baseball, RC track, Roller Hockey and BMX hold events during weekends.
- b. Entire project is projected to cost over \$500,000.
- c. Removes the backup dog park when Springville is closed for maintenance.

Opportunities—Pavilion Area

- a. Additional 6 dedicated pickleball courts.
- b. Noise not an issue due to location.
- c. Access to restrooms.
- d. Ample parking during non-weekend hours.

Challenges—Freedom Pool Area

- a. Will need to address Environmental issues with the pool as it will need to be removed or filled in.
- b. Upgrades or replace restrooms and parking lot.
- c. Entire project over \$1M.

Opportunities—Freedom Pool Area

- a. Could be a pickleball complex and add 8 plus courts dependent upon layout.
- b. Noise not an issue due to location.
- c. Access to restrooms.
- d. Ample parking and away from most of the current activities at Freedom Park.

Option 5– Ran Rancho Attachment #5

- 1) Long-Term Option – there is currently an approved park plan by the District Board, developer and the City of Camarillo for the newest park which has four dedicated pickleball courts. The current timeframe for this park to be developed is two to three years out.

After much discussion with the community and Ad Hoc Committee, there were a few recommendations. The first was to start the Pilot Rules Program changes at the Bob Kildee pickleball courts (#1-4) and for the use of the dual/multi-use courts (#5 & #6). The next short-term recommendation was to convert one tennis court at both Pitts Ranch and Springville courts to a dual/multi-use court which is before the Board. Additionally, staff is requesting the Board provide direction on any mid-term or long term-solutions.

FISCAL IMPACT

The District has allocated a total of \$87,012 for grounds maintenance and sports equipment in the FY 2021 Budget. There is approximately 40% remaining within those two accounts which will cover the \$9,400 cost for this project (\$4,700 each at Springville and Pitts Ranch Parks).

RECOMMENDATION

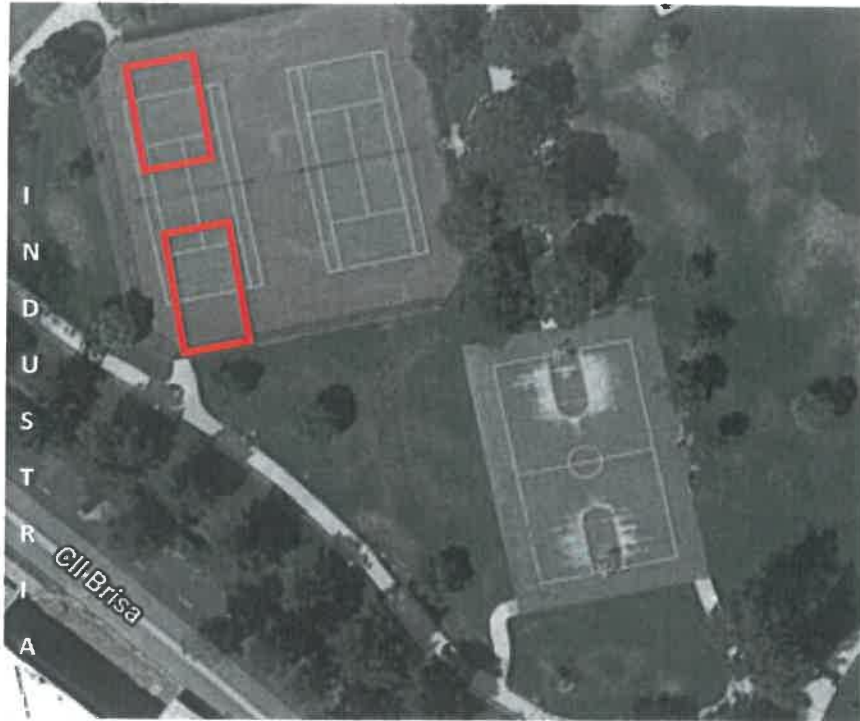
It is recommended the Board approve and authorize the General Manager to convert one (1) tennis court at Pitts Ranch Park and one (1) tennis court at Springville Park into a dual/multi-use court and to provide direction on mid-term or long-term solutions.

ATTACHMENTS

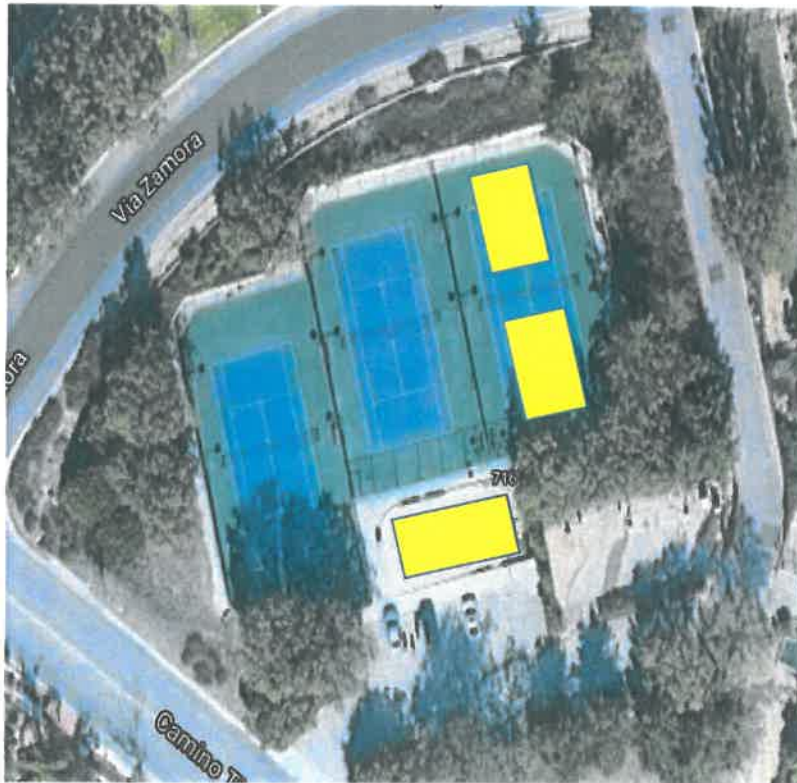
- 1) Pitts Ranch and Springville Park Layout (1 page)
- 2) Bob Kildee Park Layout (1 page)
- 3) Bob Kildee Pilot Rules Program (2 page)
- 4) Freedom Park Layouts (1 page)
- 5) Ran Rancho Park Concept (1 page)

ATTACHMENT #1

PITTS RANCH PARK

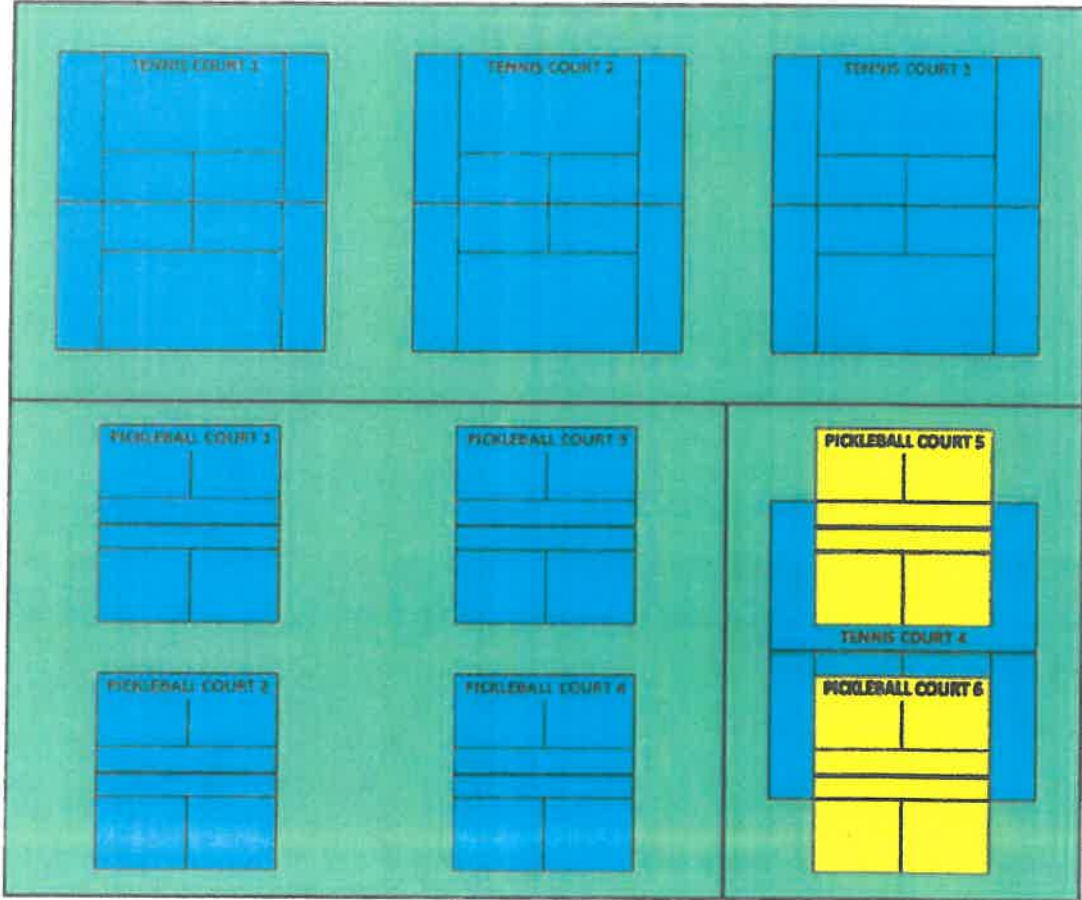


SPRINGVILLE PARK



ATTACHMENT #2

BOB KILDEE TENNIS AND PICKLEBALL COURTS





Pickleball and Tennis Court Rules

Pickleball/Tennis Pilot Program at Bob Kildee Park

The Pickleball Pilot Program allows the District to evaluate facility usage from **March 15 – December 15, 2021** to better understand community tennis and pickleball needs and develop plans to meet these needs.

<u>Pickleball Pilot Program—Prime-Time Hours:</u>	
Monday-Friday:	8:00—11:30 a.m. & 5:00—8:00 p.m.
Saturday:	8:00 a.m.—12:00 p.m.
Sunday:	8:00 a.m.—12:00 p.m.
<u>Court Hours:</u>	
Daily:	7:00 a.m.—9:00 p.m.

These rules apply to all Pickleball Courts (1- 6) during Prime-Time hours

1. Tennis and pickleball players shall use the appropriate dedicated courts prior to using multi-use courts (tennis/pickleball) when vacant.
2. **First come, first served** unless reserved in accordance with District Ordinances & Policies
3. Pickleball play is on a rotational basis (4 players on - 4 players off) **when all courts are in use and players are waiting.**
4. Players waiting for a court will place their paddle in the paddle organizer. ("Next" is from left to right)
5. All players must fully vacate the court at the end of a game. No new game can start without checking the paddle organizer for waiting players.
6. Players finishing a game must place their paddles in the paddle organizer if they wish to play again. A player **may not** be on a court playing, while **also** having a paddle in any waiting rotation.
7. The next waiting group will take the first available court. **All players must be present** when their court becomes available.
 - Groups must be 2 (singles) or 4 (doubles) players. All players must be present when their court becomes available.

- Groups of 3 must immediately obtain a 4th player or relinquish the open court to the next group; however, they may continue to hold their place on the Paddle Organizer while searching for a 4th player.
 - Single players are encouraged to play with first available players and cannot hold a position for friends already on the courts. Players wanting to play singles must have paddles in the organizer for next court available.
8. **Amplified sound** is prohibited on the courts. If players want to listen to music while they play, they must use ear buds or headphones so as not to disturb other players.
 9. **Non-Prime-Time Hours.** When others are waiting to use a pickleball court, play shall end on the hour (1:00pm, 2:00pm, 3:00pm etc.)
 10. Follow USAPA rules of conduct etiquette.

If you have any questions, comments, or concerns about this Pickleball Pilot Program, please contact:
Jessica Puckett, Administrative Analyst, at jpuckett@pvrpd.org or 805-482-1996 x 303

ATTACHMENT #4

FREEDOM PARK – PAVILION AREA



FREEDOM PARK – POOL AREA



ATTACHMENT #5

RAN RANCHO DEVELOPMENT



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

TO: BOARD OF DIRECTORS

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

DATE: April 7, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
PURCHASE OF A CARRIER 7.5-TON ROOFTOP HIGH
EFFICIENCY GAS HEATING AND AIR
CONDITIONING UNIT AND ECONOMIZER FOR
ROOM 6**

SUMMARY

Over the course of the past 15 years the District has replaced several HVAC units throughout the Community Center. The current unit in Room 6 is over 30 years old and has surpassed its service life. Since late February this unit has failed on multiple occasions and is at the point of replacement.

BACKGROUND

This Capital Improvement Project was not identified in the FY 2020/2021 Capital Improvement Budget. However, this unit has been proposed in the FY 2021/2022 preliminary budget. The HVAC unit for Room 6 was last replaced in 1989, bringing the service life of this unit to 32 years. The typical service life for a modern HVAC unit is 15-20 years. Over the last year, staff has continued to meet our standard maintenance practices, however, due to the age of the unit, repairs have increased. In early March, the Community Center lost heat in Room 6. Staff went through the steps to troubleshoot the problem. With little success, staff called a service technician to diagnose the issue. It was determined that the unit was in need of a new motor and ignition system. The cost of these repairs would exceed \$5,000.

There are eighteen (18) HVAC units throughout the Community Center; one (1) unit was replaced in 2020, two (2) units were replaced in 2005, eleven (11) units were replaced in 2006, and two (2) units were replaced in 2010. The District still has two (2) original units from 1989, one of which is for Room 6 and up for replacement.

Room 6 is one of the most used rooms at the Community Center. During the recent pandemic, Room 6 has been used as a meeting room and video conference room. Along with controlling the temperature for Room 6, this unit also controls the temperature for the District's main server room. This causes this unit to run more frequently, which in turns places a higher demand on the unit. It is not recommended that we let this unit run to complete failure as it could affect the server room which has thousands of dollars in server equipment.

ANALYSIS

The HVAC system on Room 6 provides both heat and cooling to the building and server. Commercial HVAC systems, like all equipment, have a projected service life based on preventive maintenance methods, maintenance levels, and several other key factors. Commercial HVAC

systems typically have a service life of 15-20 years. Staff has adhered to the required preventative maintenance schedules as well as replacing and repairing key components, i.e. heating coils, drains, and recharging refrigerant throughout their lifespan. Staff met with a contractor to identify the location, cause, and repair of the unit. The contractor discovered the following:

- A fan motor within the unit has failed. This has triggered an error in the unit's control board. The error forces the ignition switch to shut down, which closes the gas valve to prevent gas continuously leaking.

Staff met with three HVAC Contractors and received 3 quotes back with the prices ranging from \$10,877- \$16,750.

Quotes

Supplier	Price
Air Works Solutions	\$16,750
American Building Comfort	\$12,140
Aire Serv	\$10,877

To address the current needs of the Administration Building, the following items will be addressed:

- Furnish and install a new Carrier 7.5-Ton 208-230 volts 3phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit
- Labor
- Install new unit on existing roof curb/platform
- Install new service disconnects and fuse, as needed for new roof top package unit
- Reconnect existing high voltage wiring up to new roof package unit
- Reconnect existing low voltage wiring up to new roof top package unit
- Sealing any new penetration, as needed
- Start up and check out
- Remove existing unit from site
- Miscellaneous material: screws, tape, strap, zip ties, etc.
- 10 Year parts warranty

FISCAL IMPACT

The fiscal impact of this action including parts and labor is \$10,877 plus 10 percent contingency of \$1,087 for a total not to exceed \$11,965. This item was not budgeted, therefore a budget adjustment of \$11,965 to the Capital Fund 10 Fiscal Year 2020-2021 budget will be needed. This would increase the CIP budget from \$88,020 to \$99,985 for FY 20/21. Factoring in previous capital projects for FY 2020-2021, funding availability is \$2,653,378.

RECOMMENDATION

It is recommended the Board approve:

- 1) The purchase and installation of a Carrier 7.5-Ton 208-230 volts 3-phase Commercial Duty High Efficiency Gas Heating and Air Conditioning Unit with Aire Serv
- AND
- 2) A budget adjustment in the amount of \$11,965 to the Capital Budget in Fund 10.

ATTACHMENTS

- 1) Bid Abstract (1 page)

Pleasant Valley Recreation and Park District

Room 6 HVAC Unit

Date: April 7, 2021
Prepared By: Brandon Lopez

		1		2		3	
Company:		American Building Comfort		Air Works Solutions		Aire Serv	
Phone Number:	805-658-6204	805-658-6204	805-754-6468	805-946-0101			
Fax Number:	805-658-6519						
City:	Oxnard	Camarillo		Camarillo			
Quoted By:	Angel Gaona	Kelly Poyer		Ron Skare			
Payment Terms:							
License Number:	CA Lic. 888126	CA Lic. 950716	CA Lic. 1047293				
U/M		Equipment Information		YES		YES	
HVAC Manufacturer	York	Rheem	Carrier				
Install new unit on existing roof curb	Yes	Yes	Yes	Yes			Yes
Install service disconnects and fuses	Yes	Yes	Yes	Yes			Yes
Reconnect high voltage wiring	Yes	Yes	Yes	Yes			Yes
Reconnect low voltage wiring	Yes	Yes	Yes	Yes			Yes
Miscellaneous material	Yes	Yes	Yes	Yes			Yes
Remove existing unit	Yes	Yes	Yes	Yes			Yes
Total Cost Bid Amount		\$12,140.00	\$16,750.00	\$10,877.00			

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: April 7, 2021

**SUBJECT: REVIEW AND PROVIDE DIRECTION FOR THE
UPDATED 2021-2026 FIVE-YEAR STRATEGIC PLAN**

SUMMARY

Since 1962 the District has been committed to growing the programs and facilities for the community. Especially over the past 20 years, the District has been very successful in expanding programs, parks and facilities. In order to address future needs and opportunities for recreation, programming, parks, and facilities, it is important to engage in an updated strategic planning process to create priorities for the District over the next five years.

BACKGROUND

Pleasant Valley Recreation and Park District (PVRPD) maintains hundreds of acres of parks and facilities and offers a wide range of programming to thousands of residents in the Camarillo area every year. The District is committed to enriching lives through supporting active lifestyles, building community through special events, and programs.

In 2013 the Board of Directors adopted an initial Five-Year Strategic Plan to set District priorities. BHI Consulting assisted the District in putting this plan together along with the Board, staff, and local community. The District has continued to work off of the 2013-2018 Strategic Plan since that time. The District Board held a board goal setting meeting on January 23, 2021 with the intention to review progress made towards PVRPD's strategic plan and review the mission statement, core values, vision statement and strategic focus areas for the next five years. The updated Strategic Plan will build upon the original 2013 Strategic Plan.

Key takeaways from the meeting included a revised mission statement to address a wider range of community needs and the District's abilities to meet those needs. There were five vision statements in which the Board outlined as focus areas over the next five years: 1) Sustained Financial Stability, 2) A New Senior/Community Center, 3) Completion of Outstanding Projects, 4) Increased Programming Clarity, and 5) Employment and Succession Plan.

ANALYSIS

Since the Board workshop, staff have been working with BHI to complete the list of Strategic Goals supporting each of the Vision and Strategic Focus Areas which were outlined by the Board of Directors. Staff recognizes the updated Five-Year Strategic Plan as an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, and ensure that staff and Board members are working toward common goals.

Understanding the changing context, making strategic decisions, and ensuring timely implementation of key deliverables are all critical elements determining the future of the Pleasant Valley Recreation and Park District.

The Pleasant Valley Recreation and Park District Strategic Plan consists of the following elements:

- A vision outlined for the next 5 years
- An updated mission statement that describes the work and purpose of the District
- A set of values that drive the culture and operations of the District
- Five Strategic Focus Areas that provide a framework of priorities in support of the mission and vision
- Goals per each of the Strategic Focus Areas that outline expected results

The PVRPD Strategic Plan will help guide the District over the next five years as the District balances priorities between maintaining existing facilities, strengthening internal systems, and responding to new opportunities and community needs. To guide decision-making at the Board and staff levels, the following five strategic focus areas were determined during the strategic planning process:

Strategic Focus Area:

1. Sustained Financial Stability
2. A New Senior/Community Center
3. Completion of Outstanding Projects
4. Programming Clarity
5. Employee Morale and Succession Plan

Within each of the elements are goals that each department and/or division will be responsible for managing. Once the Board reviews and makes any additional revisions to this Draft Strategic Plan, staff will return with a final version to include timelines for the action steps for Board's approval.

FISCAL IMPACT

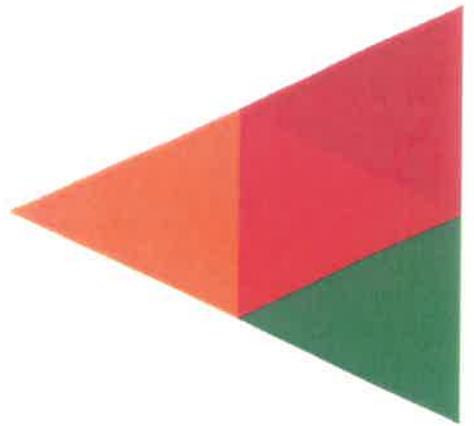
There is no fiscal impact by approving the document.

RECOMMENDATION

It is recommended the Board review and provide additional input and/or direction for the Draft 2021 – 2026 Strategic Plan prior to approval.

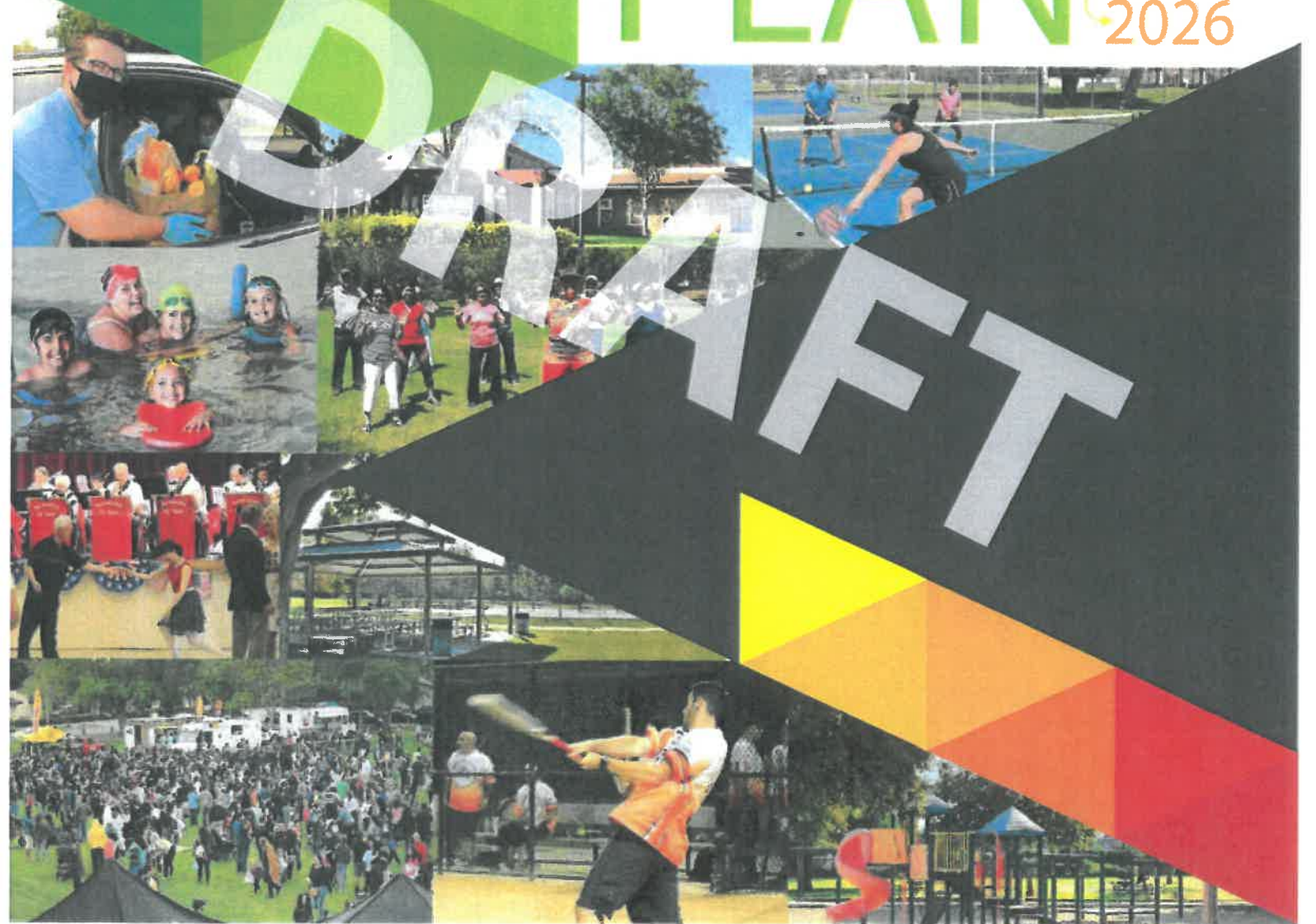
ATTACHMENTS

- 1) Five-Year Strategic Plan (28 pages)



Strategic PLAN 2021-2026

DRAFT



2021 Governing Board of Directors

Mark Malloy, Chairperson

Robert Kelley, Director

Elaine Magner, Director

Bev Dransfeldt, Director

Jordan Roberts, Director

District Staff

Document co-authors:

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Pleasant Valley Recreation and Park District
Strategic Plan

Table of Contents

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1.3	Mission, Vision and Core Values	4
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1.6	Plan-at-a-Glance Table	25



A. Introduction



The District, an independent special district, was formed in January 1962 under the State Public Resources Code of California. The birth of the District was approved by the voters in the wider Camarillo community to provide quality programs, parks and facilities that could be enjoyed by everyone. The District encompasses the city of Camarillo (“City”) and surrounding areas, serves a population of over 70,000 and covers an area of approximately 45 square miles including California State University Channel Islands. It has grown from one park to 28 parks since its inception 59 years ago. Within the District, a variety of recreational facilities exist including: a senior center, an indoor aquatic center, a community center, dog parks, lighted ball fields, pickleball/tennis courts, a running track, walking paths, premier soccer fields, hiking trails, a nature center, picnic pavilions, children’s play equipment, and barbecue areas.

Strategic planning is an organizational management activity that is used to set priorities, focus energy and resources, strengthen operations, and ensure that staff and Board members are working toward common goals. It also establishes an agreement around intended outcomes/results and assesses from adjustments within the organizations direction in response to trends and changing environments. The process of implementing the Strategic Plan benefits the entire community by focusing the District’s commitment to Recreation and Park Services. It seeks to strengthen and build upon opportunities while addressing areas of concern with preparedness, but also measures its success in achieving the intended outcomes/results.

The District is governed by a publicly elected Board of Directors consisting of five members and is managed by the District’s General Manager. The District has three main departments: Administrative Services, Park Services, and Recreation Services. Pleasant Valley Recreation and Park District has developed its Strategic Plan to provide direction in serving its communities in parks and recreation for the time period from 2021 to 2026. The Plan creates direction for future allocation of resources, financial stability, staffing levels, internal support and communication, organizational culture efforts, and the capacity for learning and growth.

This update identifies actions, activities, initiatives, and planning efforts that are currently active and needed for continued success in operations and management of the District and provides for periodic reviews and updates.

The strategic planning effort will focus on several or all of the following task areas:

- ▶ Enhancing collaboration and community partnerships that leverage resources to enhance recreation experiences.
- ▶ Meeting the needs of the District’s growing community by creating responsive programs and facilities. Revitalizing and developing community spaces to strengthen recreational facilities and parks for future generations. Meeting the District’s long-term service goals by expanding on the workplace health and lessons learned from the 2020/21 global COVID-19 pandemic.
- ▶ Enhancing Organizational Capacity.

B. Definitions

1. Mission Statement

A declaration of an organization's purpose. Ideally, all activities, decisions on facilities and finances of the District are in alignment with the Mission Statement.

2. Vision Statement

A statement that articulates where the District wants to be over the life of the Strategic Plan. It outlines at the highest level the key changes that must be achieved by the Strategic Plan. It articulates the forward thinking of the agency's leaders and drives actions to achieve success.

3. Core Values

Describes the way the District operates and a system of shared values about what is important. There are expectations for consistent practices by members of the organization. They are anchored in community values and are used by the Directors as decision filters for the myriad of decisions in the future.

4. Strategic Elements

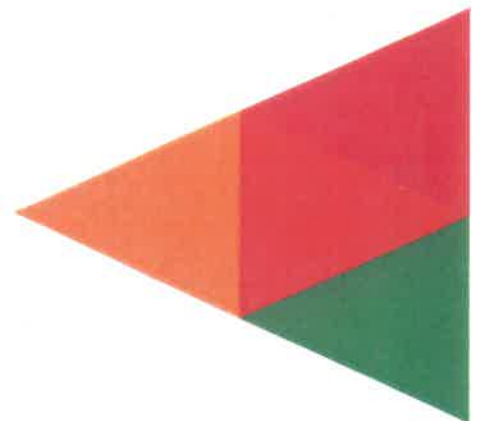
These are the broad, primary areas of District operations, planning, and management that need to be addressed and supported by Strategic Goals to ensure optimum progress.

5. Strategic Goals

Strategic Actions are specific and measurable activities or targets that address the strategic elements.

6. Actions and Projects

Day-to-day actions and projects (not covered in detail in the Strategic Plan) will be designed so that the Strategic Goals are accomplished.



C. Recent Plan Development and the Continuation Process

In 2012, the District embarked on an initiative to develop a Five-Year Strategic Plan with BHI Management Consulting which would run from 2013-2018. Essentially, it received input from the Board, staff, local stakeholders and the community. Included in this assessment was a process to evaluate the District's mission statement to determine if it effectively reflected the core purpose of the organization. The outcome of this process resulted in revising the District's Mission Statement, which articulates the Pleasant Valley Recreation and Park Districts' direction.

In 2013, the Board of Directors adopted an initial Five-Year Strategic Plan to set District priorities. BHI Management Consulting assisted the District in facilitating and coordinating the initial Strategic Plan development. BHI first gathered input from the District Board, staff, stakeholders, and held a community meeting to discuss Mission and Vision. The District has continued to work off the 2013-2018 Strategic Plan over the past years. This updated Strategic Plan builds upon the original 2013 Strategic Plan. A Board workshop was then conducted in January 2021, with senior staff in attendance, to develop the following updated plan elements: mission statement, vision statement, strategic focus areas with objective and strategy statements for each strategic area and strategic goals.

After the workshop, the District General Manager and upper management worked with BHI to complete the list of strategic goals supporting each of the Vision and Strategic Focus Areas. The initial Plan was presented to the Board of Directors in draft form, then again for final approval.

A five-year planning horizon is maintained. This year's updated plan serves this purpose for the FY21-26 time frame. A key part of the Strategic Planning process is to conduct an annual review and update of the plan. Annual reviews allow for plan maintenance so that it reflects actual progress, organizational and working realities and needs of the District. The reviews will be documented and followed up with by either a plan supplement or an updated plan.

D. Mission Statement, Core Values and Vision Statement

Our Mission Statement states why we exist as a public agency. It is the foundational statement for the District and all that we do connects in some way with this statement.

Mission of PVRPD

PVRPD will provide and maintain a wide-range of quality parks, facilities, and programs focused on leisure, recreational and athletic activities meeting the needs of residents of the District. Facilities will support both organized activities and casual use for all age groups.

Core Values of the PVRPD Board

Our Core Values are those values brought to the Board reflecting the values of the community. Board members use these as decision filters for each decision before them. They are presented below in no discerning order.

- ▶ Adaptable & Diverse
- ▶ Building Understanding & Loyalty (Branding & Marketing)
- ▶ Organizational Excellence & Empowerment
- ▶ Stewardship & Sustainability
- ▶ Nurture Partnerships & Communication
- ▶ Integrity

Vision of the PVRPD

Our Vision outlines our focus and our focused strategic priorities for the next five years. The Vision statements are present in no particular order.

- ▶ Sustained Financial Stability
- ▶ A new Senior/Community Center
- ▶ Completing Outstanding Projects
- ▶ Increased Programming Clarity
- ▶ An Employment and Succession Plan



E. Strategic Focus Area Detail

Strategic focus areas represent the areas of planning the Board of Directors have selected for focused effort over the next five years. The areas of focus are derived from the foundational Mission and Vision statements of the District and are carried out using the District Core Values. They are linked to action through goals and strategic actions over the five-year period. The focus areas and associated goals with strategies are detailed below and are presented in tabular form with goal dates in Table 1 below.

1.0 Sustained Financial Stability

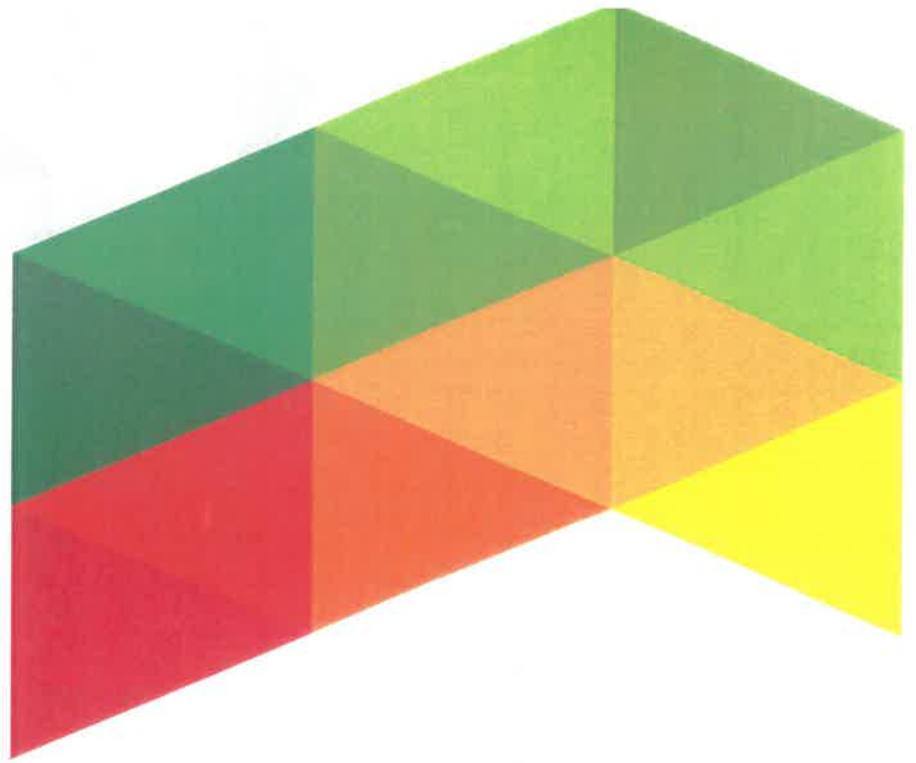
Objective: To ensure the short and long-term fiscal health of the District. To do this, our strategy is to utilize best accounting practices and forecast and optimize revenue while controlling expenditures.

▶▶▶ 1.1 GOAL: Review costs, revenues, and subsidies for programs and rentals.

Strategy: Conduct a comprehensive Fee Study and Cost Recovery Analysis exploring funding opportunities and policies including but not limited to program fees, discounts, cost recovery methods, tournaments, community service organizations fees and fees received from the rental of District parks and recreational facilities.

Strategy: Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.





▶▶▶ **1.2 GOAL: Utilize best accounting practices and forecast and optimize revenue while controlling expenditures.**

Strategy: Create a financial plan to forecast and optimize financial resources in order for the District to create a five-year forecast.

Strategy: Transition from a one-year budget cycle to a two-year cycle.

Strategy: Periodically evaluate management and financial service providers (auditors, banking, investing, insurance).

Strategy: Contribute annually to established reserve funds for appropriate working capital and replacement of capital assets.

Strategy: Contribute to unfunded liability and other liability accounts (vacation/sick/management leave).





▶▶▶ 1.3 GOAL: Identify additional sources of revenue to reduce the reliance on property tax.

Strategy: Work with necessary partners to enact and implement park dedication ordinance and developer fees to ensure city and county development is adequately served with recreation and park facilities.

Strategy: Engage in the Annexation Process for Somis and the Santa Rosa Valley through the various associations and LAFCO.

Strategy: Pro-actively encourage and promote the film industry rental of District-owned property; work with the City of Camarillo and the County of Ventura to revise and streamline the permitting process to facilitate such filming.

Strategy: Explore the feasibility of promoting and encouraging District properties and facilities to serve as a suitable venue for weddings, commitment ceremonies, and related events.

Strategy: Regularly evaluate whether the District is capturing adequate revenue through facilities and program usage, seeking new and enhanced revenue-generating facilities, special events and programs.

Strategy: Create reciprocal opportunities for the District with entrepreneurs, both non-profit and for-profit, to enrich the park experience and implement innovative approaches to revenue generation.

Strategy: Hire a developmental analyst to assist with and engage local businesses, corporations, foundations, and individuals in sustainable partnerships.

▶▶▶ **1.4 GOAL: Create Green Initiatives and Sustainability Program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost savings of these methods as well as grant opportunities.**

Strategy: Incorporate best practices in the design of parks and selection of plant materials to reduce environmental impacts and promote drought-tolerant, resilient landscapes.

Strategy: Increase opportunities for people to interact regularly with green spaces, water, and other natural environments within the parks system.


Strategy: Identify, conserve, and create wildlife habitats including wildlife corridors, nesting sites and foraging areas within natural areas and open spaces.

Strategy: Incorporate interpretative signage and viewpoints of local natural and cultural resources throughout the parks system.

Strategy: Continue to convert District lighting in parks and facilities to LED technology thus reducing District electric costs.

Strategy: As capital funding allows, when applicable, purchase reduced or zero emission vehicles.





▶▶▶ **1.5 GOAL: Adopt new time and cost saving information technologies to improve efficiencies of District and IT operations.**

Strategy: Explore, advance and modernize our technological capabilities to foster collaboration, provide exceptional customer service, knowledge management, and analytics to broaden access to institutional knowledge and promote data-driven decisions in a secure setting.

Strategy: Provide a secure IT infrastructure that supports timely access to information.

Strategy: Enhance collaboration across the District through digital solutions to inform and engage internal and external audiences.

Strategy: Increase the availability of and access to information that enables staff and customers to make timely, informed decisions by strengthening platform, data, and knowledge management approaches.

Strategy: Increase the use of data analytics tools to inform policy and business decisions.

Strategy: Establish streamlined policy and governance processes that align with IT solutions with our customer expectations and District mission.

Strategy: Evaluate and provide the necessary tools and infrastructure to enable employees to meet or exceed their need for unencumbered access to information while providing exemplary customer service to participants and the public.

2.0 A New Senior/Community Center

Element Objective: To finalize the design and build an accessible public facility to provide a valuable, common location to gather, communicate, and promote a high quality of life through various inclusive, active, and passive programs.

▶▶▶ 2.1 GOAL: Develop a Community Center Plan that lays the foundation for both operational and facility programming.

Strategy: Reengage the City of Camarillo to discuss and potentially update the Cooperative Agreement regarding architectural design refinement, CEQA processing, and property assessment survey for the proposed senior and community recreation facility.

Strategy: Reengage LPA to refine concept "D" and associated costs.

Strategy: Retain a consulting firm to further explore a voter survey regarding a tax measure. Based on the results of the voter survey, present potential funding options for a new facility.

Strategy: Identify features and amenities within the existing Community Center facility to be updated or improved (Fire Codes/ADA/etc.) as part of the larger project.

A photograph of a single-story building with a brown tiled roof and light-colored brick walls. A sign in the foreground identifies it as the Pleasant Valley Senior Center. The building has several windows and a covered entrance area.

PLEASANT VALLEY
RECREATION & PARK DISTRICT
Senior Center
pvrpd.org

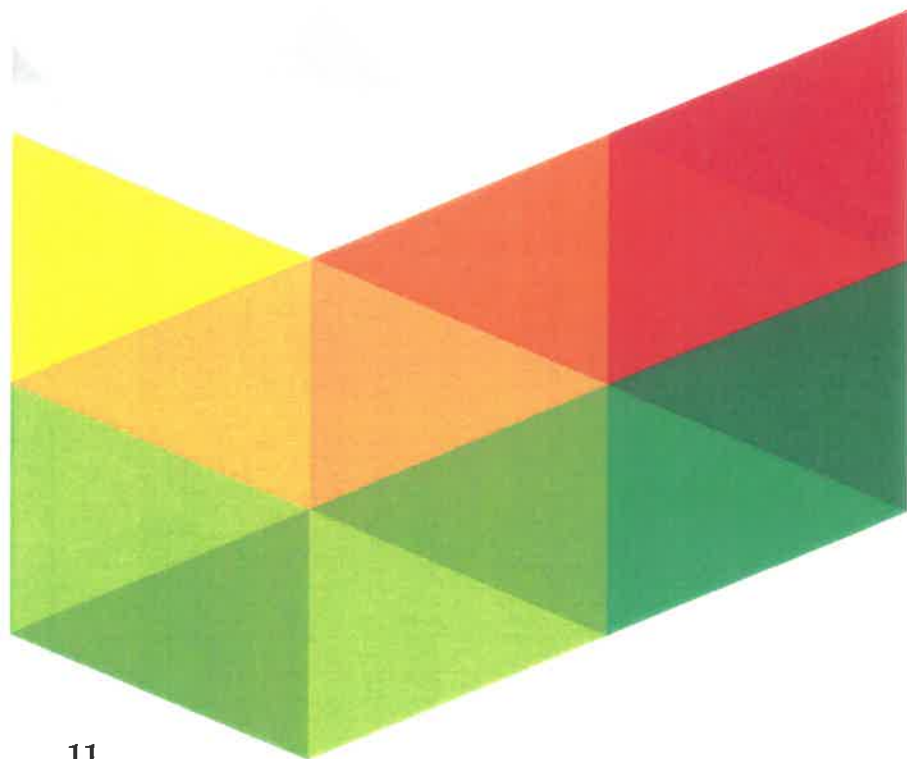
▶▶▶ 2.2 GOAL: Develop strategies that ensure successful bond campaign outcomes.

Strategy: Retain a consulting firm to lead the ballot measure and effectively market the needs of the District

Strategy: Develop a needs statement and description of the project.

Strategy: Comprise citizen participation groups to include a variety of sectors from the community.

Strategy: Develop and implement a transparent communication plan to inform the public on finance and budget issues.



▶▶▶ **2.3 GOAL:** Upon completion of the final design, ensure the new center provides a center of focus for the entire community.

Strategy: Design and implement a Community Center service model that is relevant to Community members, provides excellent customer service, is easy to access for all residents, and creates a welcoming, social gathering space for the community.

Strategy: Tailor programs and services to the demographics and needs of the community.

Strategy: Provide programs for family members to enjoy within the same location, an industry best management practice known as sandwich programming.

Strategy: Select and implement a new Recreation Management System that includes suitable and applicable check-in processes for designed access points and best flow of traffic.

Strategy: Ensure financial sustainability through sound financial practices to include diversifying income sources, marketing, and programming analysis specific to the needs of the facility and Community Center Park where the Senior/Community Center will reside.





3.0 Completion of Outstanding Projects

Element Objective: Provide a quality parks, recreational facilities, and open space system that supports opportunities for active and passive recreation that meets the needs of the community and to effectively plan and allocate resources directly supporting PVRPD strategic priorities.

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

Strategy: Update the Capital Improvement Plan. As capital funding allows, execute, implement, and develop projects each year in accordance with the plan. Review and update the plan every two years as part of the Capital Budgeting process.

Strategy: Implement a sustainable, long-term renewal plan based on a complete system inventory, life-cycle cost analysis, and condition assessment of all park facilities and amenities such as parks, facilities, playgrounds, and capital equipment.

Strategy: Systematically develop activity plans that outline the delivery goals, benefits, facilities, operations, and maintenance required to provide a safe and aesthetically pleasing environment for each park. Use these plans to guide capital improvement and facility maintenance programs.

Strategy: Develop sustainable spending practices throughout the park system that consider the short-and-long-term costs and priorities for projects, programs, or services.

Strategy: Re-purpose various existing recreational facilities and/or park amenities to better meet existing and future community recreational needs and to develop revenue generating capacity.

▶▶▶ **3.2 GOAL: Complete a Comprehensive Parks Master Plan to create a road map for upgrades, expansions, and potential additions to the District's parks system to meet current and future community needs for parks, trails, and open space.**

Strategy: Complete a comprehensive assessment of the Pleasant Valley Recreation and Park District's parks, playgrounds, and open space system, considering future growth and diversity in the community.

Strategy: Pursue public and private partnerships to acquire, or promote access to land for parks, trails, open space, and recreation.

Strategy: Obtain grant funds that further the work of the District.

Strategy: Utilize the pending results and findings of the 2020 Census to make informed decisions on future upgrades, expansions, and potential additions to the parks and open space system and recreational programming.

Strategy: Analyze and evaluate current Park Maintenance Service Levels to ensure they are effective, efficient, safe, and meeting community expectations.

Strategy: Develop, communicate, and begin implementation of an Americans with Disabilities Act (ADA) Transition Plan.



▶▶▶ 3.3 GOAL: Finalize and complete the construction of Phase 1 of the Arneill Ranch Park Master Plan.

Strategy: Finalize construction documents, request for bids and build phase one of the Arneill Ranch Park Master Plan.

Strategy: Continue to explore grant opportunities and/or community partnerships to build future phases of Arneill Ranch Park.



▶▶▶ 3.4 GOAL: Update the Freedom Park Master Plan to include the entire property and amenities.

Strategy: Develop program and preliminary design for future phases of Freedom Park Master Plan.

Strategy: Evaluate and assess projects to include energy efficiencies, ADA upgrades, and safety considerations.

Strategy: Assess funding and prioritize park improvements to Freedom Park to include Freedom Center, Freedom Pool, and the Pavilion/Concession area.

Strategy: Continue pursuing funding opportunities with Community Partners.



4.0 Programming Clarity

Element Objective: To provide an inclusive range of high-quality passive and active recreational programs and opportunities to our entire community.

▶▶▶ 4.1 GOAL: Ensure the Right Core Program Mix using State and National Recreation and Park Standards for Recreation Program Planning to balance the expansion of programs and related services in the areas of greatest demand of targeted age groups with current programs.

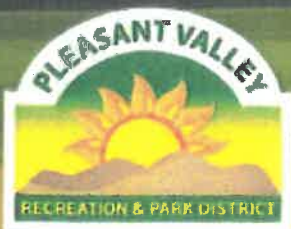
Strategy: Complete a formal Recreation Program Plan clarifying the essential elements of the programming process to include but not limited to processes and procedures, performance standards and evaluation metrics, marketing outreach, and community engagement. The plan will provide programming in four key areas – physical, artistic, environmental, and social – at a level where high quality can be ensured. The plan will include culturally diverse, inclusive-focused, and intergenerational programming.

Strategy: Develop connections between programming in the community/neighborhood park system that will also adapt programming to busy lifestyles and make it easier for individuals and families to participate.

Strategy: Enrich program delivery by providing and/or partnering with others to provide programming and services that support recreation and learning for the community.

Strategy: Identify and reduce physical and financial barriers to participation in programming.

Strategy: Seek to ensure recreation opportunities are available for persons with disabilities.



▶▶▶ **4.2 GOAL: Implement an updated Recreation Management System tailored for the District's size, facilities, and programming needs.**

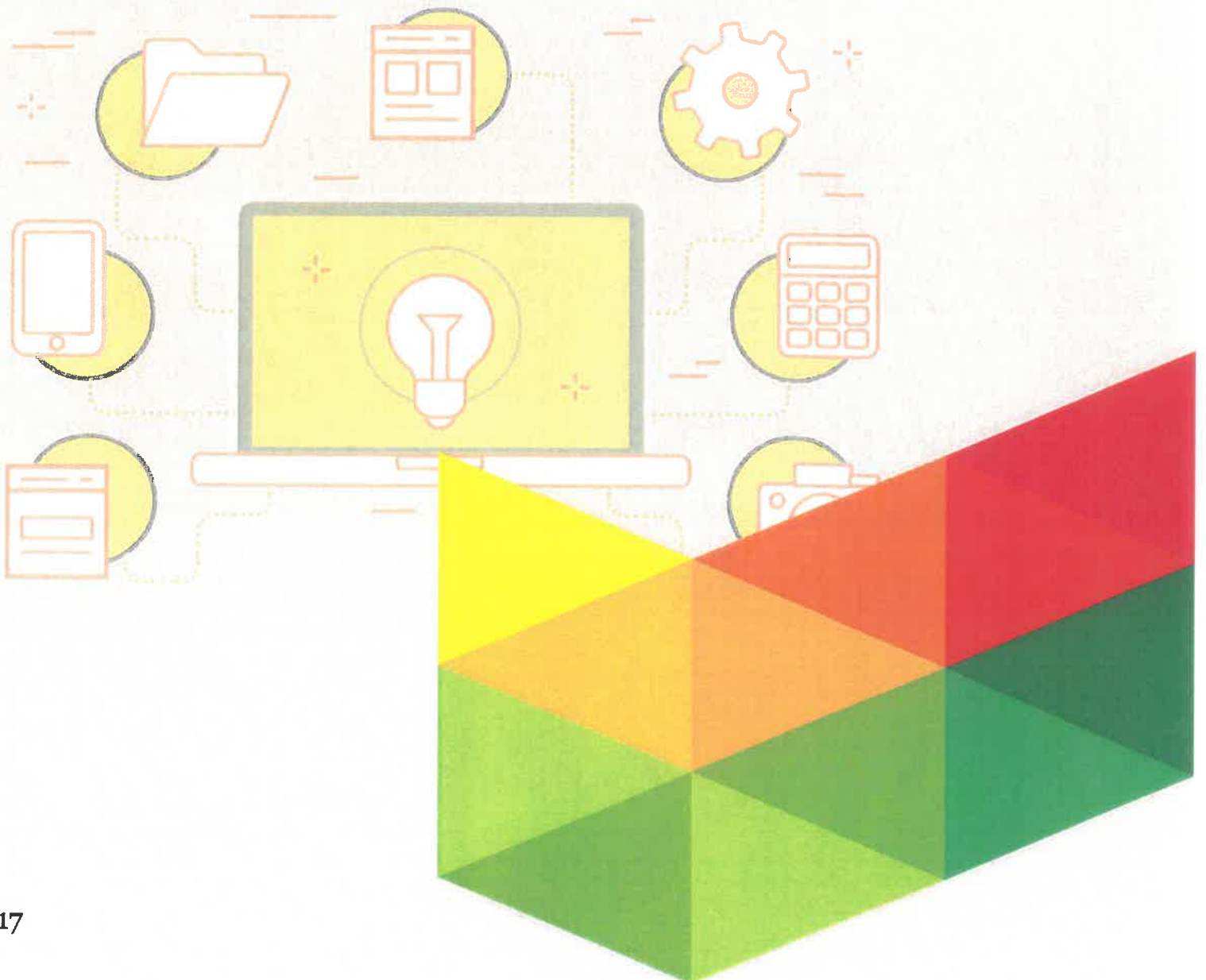
Strategy: Complete the RFP process during the 2021 fiscal budget.

Strategy: Implement new software prior to signing a renewal agreement with ActiveNet.

Strategy: Identify a transition plan to the new platform to include a timeline and work plan.

Strategy: Implement and provide a training program for the new software system.

Strategy: Develop and implement a communications and outreach plan to the public informing of the installation of a new system and educating on how to take advantage of it.



▶▶▶4.3 GOAL: Provide easily accessible information and effective community outreach through a strategic marketing and community engagement program.

Strategy: Engage and involve residents in identifying program, service and facility needs through participant satisfaction surveys.

Strategy: Create and implement inclusive communication strategies to provide timely, accurate information to residents and park visitors.

Strategy: Enhance technology to engage the community by sharing information more effectively and efficiently across the organization and with the community.

Strategy: Develop and implement a formal Customer Service Program, including training, to ensure customer service techniques are applied effectively and consistently across the organization.

Strategy: Effectively utilize technology to make program and pavilion registration easy.

Strategy: Implement the 2021 Marketing Plan supporting the implementation of the previously mentioned strategies.

Strategy: Increase our marketing presence in local community events and gatherings.





▶▶▶ **4.4 GOAL: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.**

Strategy: Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fulfill unmet needs.

Strategy: Develop, maintain, and enhance relationships with other government agencies serving our community such as but not limited to the County of Ventura, national and state parks, Pleasant Valley School District, Santa Monica Mountains Conservancy, City of Camarillo, California State Channel Islands, and Camarillo Health Care District.

Strategy: Foster relationships with Conejo Recreation & Park District and Rancho Simi Recreation & Park District to share best practices and discuss issues affecting neighboring recreation and park districts.

Strategy: Provide volunteer opportunities that are meaningful to individuals of all ages and families.

Strategy: Assist the non-profit Foundation for Pleasant Valley Recreation & Parks, to foster long-term success and strong financial support from the community so that it can sustain itself and provide a meaningful benefit to the Pleasant Valley Recreation and Park District.

5.0 Employee Morale and Succession Plan

Element Objective: Attract and retain the best staff through appropriate compensation, training, resource provisions, succession planning, and opportunities for individual development in a safe working environment.

▶▶▶ 5.1 GOAL: Position the District to attract and retain high-quality employees.

Strategy: Explore and implement innovative tools and strategies to maximize recruitment opportunities.

Strategy: Seek, encourage, and reward employees who strive for professional certification opportunities related to but not required for their work role (i.e., Certified Playground Safety Inspector, Certified Park and Recreation Professional, Water Safety Instructor etc.).

Strategy: Conduct a salary survey to ensure staffing levels, positions, and benefit and compensation packages are competitive with comparable labor markets.

Strategy: Evaluate and revise the on-boarding process and procedures for all District employees to ensure employees begin their tenure with a thorough introduction of the District's vision, mission, core values, services provided, organizational structure, and available resources.

Strategy: Create a cross-divisional and cross-departmental system of employee cross training to provide employees with the knowledge, awareness, and confidence in information of overall District operations.

Strategy: Establish an Employee Wellness Committee to encourage and assist employees with creating and maintaining a healthy lifestyle in the workplace.





▶▶▶ 5.2 GOAL: Continue cultivating an organizational structure that provides a positive, supportive working environment which promotes productivity, high morale, and professional development for employees during times of increased demands on parks, open space, and programming.

Strategy: Clearly define Roles and Expectations to ensure every employee will clearly know what their individual duties and responsibilities are.

Strategy: Conduct a formal annual staff evaluation program.

Strategy: Conduct a staffing Needs Assessment to determine current skills, interests, values of current staff, and if the appropriate structure and level of personnel is in place to meet the needs of the organization and expectations of the community. In addition to an assessment of current job strength and areas of improvement, identify and review potential options for next steps (training, positions within the organization).

Strategy: Establish an Employee Recognition Committee consisting of cross-departmental representation to explore and implement new methods and strategies recognizing employees for their exemplary work performance and acts of service to the District.

Strategy: Promote and support professional development opportunities that strengthen the core skills and commitment from staff, Board members and key volunteers, to include trainings, materials and/or affiliation with but not limited to the National Recreation & Park Association (NRPA), the California Special Districts Association (CSDA), and the California Park & Recreation Society (CPRS).

Strategy: Implement updated employment practices that increase the diversity of the District.

Strategy: Provide consistent training for all supervisors and managers in personnel management skills.



▶▶▶ **5.3 GOAL: Develop an improved culture of open communication across departments and improve common vision and understanding of the District's Mission and Goals.**

Strategy: Create procedures and templates for internal communication memorandums and meeting agendas to ensure consistency in both branding and messaging throughout the entire organization.

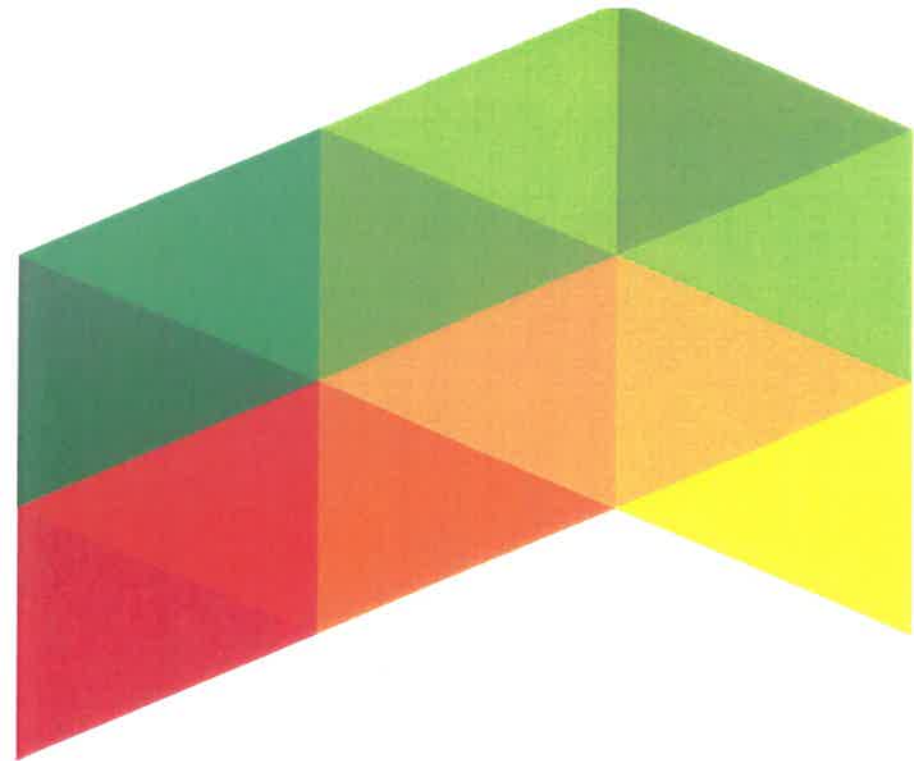
Strategy: Create and utilize inter-divisional and interdepartmental project teams to address issues and special project and empower them to develop solutions that improve the management of facilities and human resources.

Strategy: Continue to use Microsoft Teams, Zoom and other technology to reinforce face-to-face communication, collaboration, and understanding of other departmental processes.

Strategy: Regularly track and report progress on Strategic Plan Goals and Strategies.

Strategy: Establish an Employee Morale & Communications Committee to develop feasible methods, recommendations, and solutions for boosting employee engagement, feedback, and communication.





▶▶▶ **5.4 GOAL: Create and implement a Workforce Succession Plan to ensure the continued performance and operations of the Pleasant Valley Recreation and Park District.**

Strategy: Complete a Human Resource talent inventory of positions and expected separation retirement timelines.

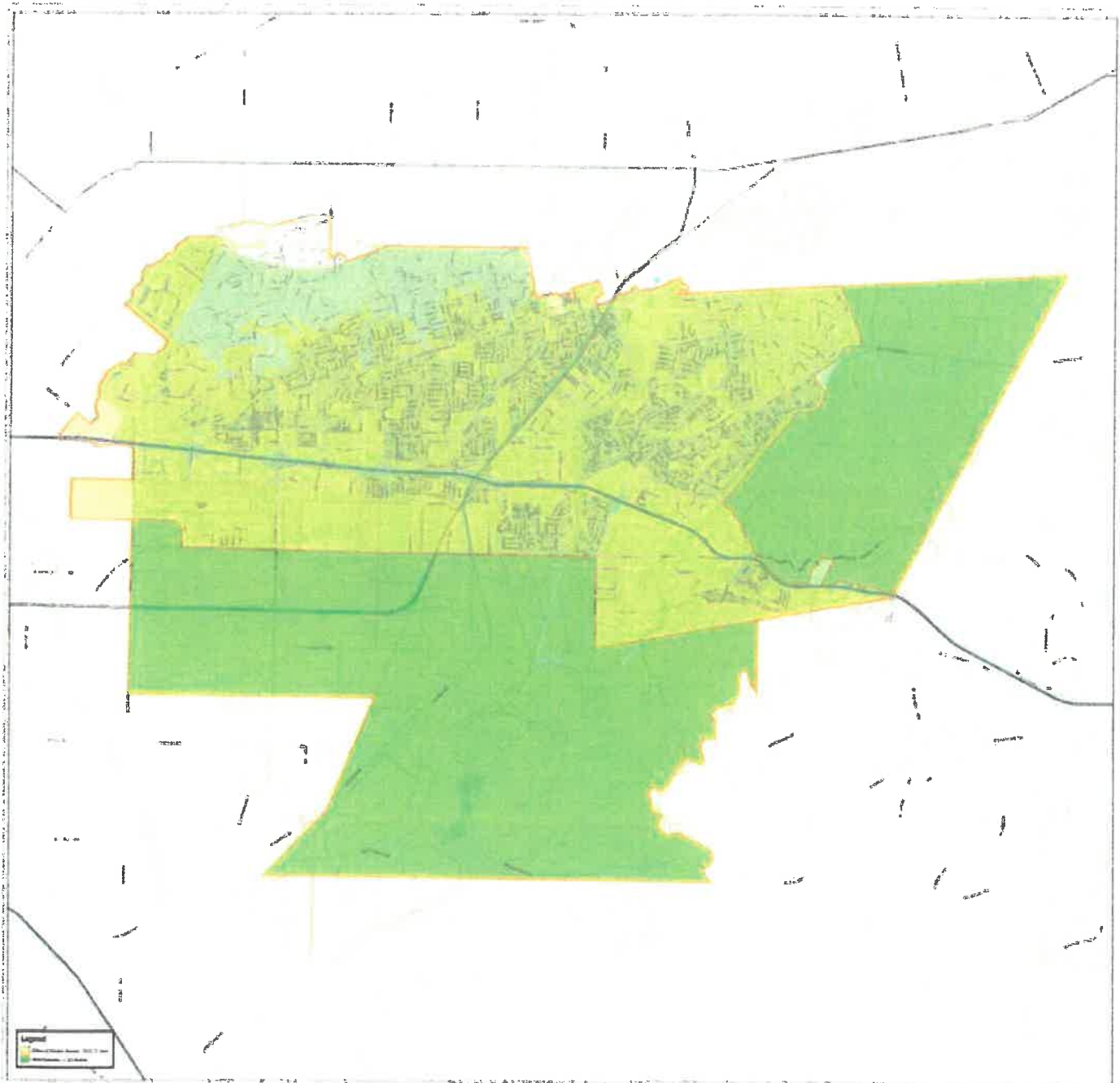
Strategy: Create a succession plan for the next three to five years to include: critical positions, identification of the specific skill sets that will be needed to satisfactorily perform the key roles, determine readiness level of current employees and identify any gaps in competencies or skill sets. Once established it should be reviewed annually.

Strategy: Ensure the systematic and long-term development of individuals to replace key job incumbents and to ensure high quality replacements for those individuals who currently hold positions that are key to our organization's success.

Strategy: Formalize standard operating procedures (SOPs) to include organizational chart, operation manuals (daily functions), IT manual, employee handbook, training programs, and skill retention (trainings).

Strategy: Ensure an adequate knowledge base is preserved while management and leadership is transitioned and populated with new skills and talents.

District Boundary Map



Legend
District Boundary
Shaded Area

Pleasant Valley Recreation and Park District

Current as of March 18, 2015

Property Tax Maps of Pleasant Valley Recreation and Park District



One-Page Strategy Overview

Strategic Element	Strategic Goals	Time-frame
1.0 <i>Sustained Financial Stability</i>	Goal: Review costs, revenues, and subsidies for programs, and rentals.	
	Goal: Utilize best accounting practices, and forecast and optimize revenue while controlling expenditures.	
	Goal: Identify additional sources of revenue to reduce the reliance on property tax.	
	Goal: Create a Green Initiatives and Sustainability Program to encourage more efficient design and usage of our park system, respect of our natural environments, and to capitalize on the cost savings of these methods as well as grant opportunities.	
	Goal: Adopt new time and cost saving information technologies to improve efficiencies of District and IT operations.	
2.0 <i>New Senior/Community Center</i>	Goal: Develop a Community Center Plan that lays the foundation for both operational and facility programming.	
	Goal: Develop strategies that ensure successful bond campaign outcomes.	
	Goal: Upon completion of the final design, ensure the new center provides a center of focus for the entire community.	
3.0 <i>Completion of Outstanding Projects</i>	Goal: Renovate and modernize existing parks and recreational facilities to ensure all parks provide an adequate range and supply of active recreation facilities to meet the growth and diversity in population, programming trends, and new design standards.	
	Goal: Complete a Comprehensive Parks Master Plan to create a road map for upgrades, expansions, and potential additions to the District's parks system to meet current and future community needs for parks, trails and open space.	
	Goal: Finalize and complete the construction of Phase 1 of the Arneill Ranch Park Master Plan.	
	Goal: Update the Freedom Park Master Plan to include the entire property and amenities.	
4.0 <i>Programming Clarity</i>	Goal: Ensure the Right Core Program Mix using State and National Recreation and Park Standards for Recreation Program Planning to balance the expansion of programs and related services in the areas of greatest demand of targeted age groups with current programs.	
	Goal: Implement an updated Recreation Management System tailored for the District's size, facilities, and programming needs.	
	Goal: Provide easily accessible information and effective community outreach through a strategic marketing and community engagement program.	
	Goal: Enhance community connections by fostering collaborative partnerships that leverage strengths and resources to enrich the recreation experience.	
5.0 <i>Employee Morale & Succession Planning</i>	Goal: Position the District to attract and retain high-quality employees.	
	Goal: Continue cultivating an organizational structure that provides a positive, supportive working environment which promotes productivity, high morale, and professional development for employees during times of increased demands on parks, open space, and programming.	
	Goal: Develop an improved culture of open communication across departments and improve common vision and understanding of the District's Mission and Goals.	
	Goal: Create and implement a Workforce Succession Plan to ensure the continued performance and operations of the Pleasant Valley Recreation and Park District.	

8. 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. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report