

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

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
March 6, 2019**

5:15 P.M. CLOSED SESSION

1. CALL TO ORDER

A. Adjourn to Closed Session

B. CLOSED SESSION

1) Conference with Labor Negotiators

The Board will conduct a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Eric Storrie and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721.

2) Conference with Real Property Negotiators

The Board will conduct a closed session, pursuant to Government Code section 54956.8, to enable the Board to consider negotiations and to give direction to its negotiators regarding certain real property, 15 Stearman Street, Camarillo, CA with OUHSD staff. The District's real property negotiators, General Manager Mary Otten and Eric Storrie will seek direction from the Board regarding the price and terms for this property.

C. Reconvene into Regular Meeting

6:00 P.M. REGULAR MEETING NEXT RESOLUTION #619

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AMENDMENTS TO THE AGENDA - This is the time and place to change the order of the agenda, delete, or add any agenda item(s) and to remove any consent agenda items for discussion.

5. PRESENTATIONS

A. District Highlights

B. Cosmos Track Club

C. AYSO

D. Community Volunteer Recognition

6. PUBLIC COMMENT - In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card, give it to the Clerk of the Board, and wait until it comes up. If you would like to make comments about other areas not on this agenda, in accordance with California law, we will listen, note them, and bring them back up at a later date for discussion. Speakers will be allowed three minutes to address the Board.

7. **CONSENT AGENDA** – Matters listed under the Consent Agenda are considered routine and shall be acted upon without discussion and by one motion. If discussion is desired the item will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is desired, then the suggested action is for the Chair to request that a motion be made to approve the Consent Agenda.

A. Minutes for Regular Board Meeting of February 6, 2019

Approval receives and files minutes.

B. Warrants, Accounts Payable & Payroll

Approval of District's disbursements dated on or before February 22, 2019.

C. Financial Report

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for January 31, 2019.

D. Consideration for Setting Dates for Budget Workshops

Staff has proposed April 25th, May 2nd and May 16th, 2019 for the FY 2019-2020 Budget Workshops.

E. Review and Approval of Surplus Supplies and Equipment List

The Board can review the current equipment list provided for the uniform disposal of District owned surplus personal property.

F. Approve Resolution No. 616 to Continue the Local Emergency that Resulted Due to the Hill Fire 2018

The recent Hill Fire 2018 caused damage to Camarillo Grove Park and the state of local emergency declaration needs to remain in effect.

G. Revised Position Description – Aquatic Center Assistant Manager

The position description of the Aquatic Center Assistant Manager has been updated.

H. Consideration and Adoption of Resolution No. 617, an Application for the Kate Svitek Memorial Foundation Grant

The deadline for the grant funds request for use at Camarillo Grove Park is March 15, 2019.

I. Consideration and Approval of the Specifications for the Valle Lindo Restrooms Remodel Project and Authorization to Initiate the Public Bid Process

Approval allows the District to begin the public bid process for the Valle Lindo Park restroom remodel.

8. **NEW ITEMS – DISCUSSION/ACTION**

A. Consideration and Approval of Resolution No. 618 to Adopt Tentative Agreement for a Successor Memorandum of Understanding Between District and SEIU Local 721

Updates to the MOU with SEIU Local 721 are presented for approval.

Suggested Action: A MOTION to Approve Resolution No. 618 and thereby adopt the Tentative Agreement for a Successor Memorandum of Understanding reached between the authorized representatives of the District and SEIU Local 721 and ratified by the Parties on February 14, 2019.

B. Cooperative Agreement Between the Pleasant Valley Recreation and Park District and the City of Camarillo Regarding Architectural Design and Cost Refinement for Proposed Plan 2 of the Senior and Community Recreation Facility Needs Study

The Cooperative Agreement outlines the responsibilities of the City as well as the District in the performance of a plan and cost refinement for proposed Plan 2 of the Senior and Community Recreation Facility Needs Study.

Suggested Actions: A MOTION to Approve the Cooperative Agreement between the Pleasant Valley Recreation and Park District (District) and the City of Camarillo (City) regarding the architectural design and cost refinement for proposed Plan 2 of the Senior and Community Recreation Facility Needs Study.

C. Consideration and Approval of Professional Services Agreement Between the Pleasant Valley Recreation and Park District and LPA, Inc.

LPA, Inc. is recommended as the architect firm most qualified to provide design and architectural services in the preparation of four concept plans for the Senior and Community Recreation Facility.

Suggested Actions: A MOTION to Approve and authorize the General Manager to enter into an agreement with LPA, Inc. for a professional services agreement to provide design and architectural services for a Senior and Community Recreation Facility.

D. Consideration and Approval of the FY 2017-2018 Annual Financial Report as Prepared by Moss, Levy & Hartzheim LLP, CPA(s)

The annual financial report from Moss, Levy & Hartzheim LLP, CPAs for FY 2017-2018 is presented for approval.

Suggested Action: A MOTION to Approve the Annual Financial Report for FY 2017-2018 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

E. Consideration and Approval of Proposed Changes to the Unrepresented Employee Manual

Staff is proposing the relocation of rules and regulations common to all District personnel to a Personnel Policies and Procedures document that will stand alone.

Suggested Action: A MOTION to Approve proposed changes to the current Unrepresented Employee Manual.

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

- A. Chairman Kelley
- 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, Personnel and Policy

F. Foundation for Pleasant Valley Recreation and Parks

G. General Manager's Report

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

11. ADJOURNMENT

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

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



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
CO-SPONSORED GROUP
ANNUAL UPDATE**

Group: Camarillo Cosmos Youth Track Club

Date: February 10, 2019

One representative from your organization must attend the following PVRPD Board Meeting on:

Wednesday, March 6 at 6pm in Camarillo City Hall

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Lisa Willard	2349 Brookhill Dr. / Camarillo	(805) 701-2151	
Vice President	Jay Stimpson	Camarillo	(805) 312-2615	
Treasurer	Connie Sloan	Camarillo	(805) 551-3499	
Secretary	Maura Dahlquist	Camarillo	(804) 986-9550	

Number of participants last year: 300
 Projected number of participants upcoming year: 300

Changes Organization has made from previous year: Our 2018 season ran very smoothly, and we see few procedural changes necessary for our 2019 season. For this season we do have new parents filling board positions at Secretary, Volunteer Coordinator, and Head Team Parent, and are excited to have a new parent shadowing for the President role with the intention to take over this role for the 2020 season. We were fortunate to fill all of our Age Group Head Coach positions with returning coaches from the 2018 season. We were excited to work with the Scorpions Booster Club to facilitate new hurdles and a new high jump pit that will be used by the ACHS and Cosmos Track Teams. At a VCYTC (conference level), a change was made this year to require both volunteer applications and background checks for all coaches. Camarillo Cosmos has done background checks for Coaches, Assistant Coaches, and Team Parents through National Center for Safety Initiatives (NCSI) for a number of years, and added the required Volunteer application form for this season.

Comments for the PVRPD Board of Directors: We thank you for your support as we work to provide a great opportunity for kids in Camarillo to become more active, and work towards making personal improvements. We appreciate being able to work with PVRPD for our conference level board meetings, as well as our year-end picnic. We hope to be able to hold our picnic at a PVRPD Park at the end of our 2019 season, although we realize with the recent wildfires this may not be possible.

Primary Facility (ies) Used? Adolfo Camarillo High School Track
 What Time are Board Meetings Held? 1st Tuesday of the Month, 7:30 pm (VCYTC)
3rd Tuesday of the Month, 7pm (Cosmos)
 Where are Board Meetings Held? PV Fields East Meeting Room (VCYTC) / Varies (Cosmos)
 When are new Board Members Elected?
 When are new Board Members Installed? New Board Members start in August
 Pleasant Valley Recreation and Park District Liaison: Lanny Binney, Recreation Supervisor

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement by February 11, 2019 to:

Lanny Binney
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-1996 x 108
 Fax: 805-482-3468

Form Completed by (print): Lisa Willard Date February 10, 2019
 Sign: _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
COMMUNITY SERVICE GROUP - ANNUAL REVIEW
FINANCIAL STATEMENT**

NAME OF ORGANIZATION Camarillo Cosmos Youth Track Club

Last Year's Financial Statement

Proposed Budget

Period: 10/1/2017-9/30/2018

Period: 10/1/2018-9/30/2019

CHECKING

CHECKING

Beginning Balance: \$ 32,640.67

Beginning Balance: \$ 39,361.89

Revenue:

Registration	\$35,535.00
Uniforms	\$5,949.75
Spirit Wear	\$1,230.47
Volunteer Deposits Cashed	\$4,800.00
Vol. Corporate Matching	\$0.00
Picnic Food Sales	\$1,560.00
Fundraisers	\$992.03
Sponsored Scholarships	\$0.00
Miscellaneous Income	\$30.00
Total Revenue	\$50,097.25

Revenue:

Registration	\$36,340.00
Uniforms	\$6,000.00
Spirit Wear	\$500.00
Volunteer Deposits Cashed	\$0.00
Vol. Corporate Matching	\$0.00
Picnic Food Sales	\$1,600.00
Fundraisers	\$1,000.00
Sponsored Scholarships	\$0.00
Miscellaneous Income	\$0.00
Total Revenue	\$45,440.00

Expenses:

Registration Refunds	\$1,885.00
Uniform Refunds	\$105.00
Spirit Wear Refunds	\$0.00
Uniforms Cost	\$9,817.75
Spirit Wear Cost	\$0.00
Conference Dues	\$0.00
Dual Conference Meet	\$650.00
Facility Rentals	\$3,174.00
Storage Space	\$1,155.00
Insurance	\$575.00
Donations to high school	\$1,068.36
Paid H.S. Coach	\$500.00
Equipment	\$3,494.54
IT Equipment	\$76.27
Supplies	\$2,156.04
Background Checks	\$1,230.00
Photo Day	\$1,392.88
Advertising	\$900.00
Printing/Materials	\$0.00
IT Services	\$339.17
Monthly Bank Card Fees	\$1,212.89
T-Shirts for All Athletes	\$1,543.25
Awards	\$4,929.73
Picnic Expense	\$4,795.60
Coach/Board Expense	\$2,229.75
Returned Item	\$14.00
Miscellaneous	\$132.00
Total Expense:	\$43,376.03

Expenses:

Registration Refunds	\$1,840.00
Uniform Refunds	\$245.00
Spirit Wear Refunds	\$0.00
Uniforms Cost	\$2,000.00
Spirit Wear Cost	\$0.00
Conference Dues	\$3,000.00
Dual Conference Meet	\$750.00
Facility Rentals	\$3,750.00
Storage Space	\$1,050.00
Insurance	\$585.00
Donations to high school	\$10,000.00
Paid H.S. Coach	\$500.00
Equipment	\$5,000.00
IT Equipment	\$2,000.00
Supplies	\$2,500.00
Background Checks	\$1,000.00
Photo Day	\$1,500.00
Advertising	\$1,000.00
Printing/Materials	\$500.00
IT Services	\$375.00
Monthly Bank Card Fees	\$1,500.00
T-Shirts for All Athletes	\$1,500.00
Awards	\$6,000.00
Picnic Expense	\$5,000.00
Coach/Board Expense	\$1,750.00
Returned Item	\$0.00
Miscellaneous	\$500.00
Total Expense:	\$53,845.00

Ending Balance: \$ 39,361.89

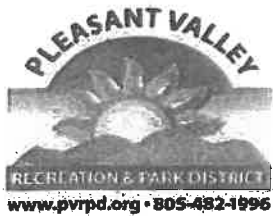
Ending Balance: \$ 30,956.89

List Savings/CDs/Investments here:

Savings Account	\$
CD Account ___ month	\$
CD Account ___ month	\$
Investment Account	\$
Other Account	\$
Total Other Accounts	\$
Checking + Other	\$ 39,361.89

List Savings/CDs/Investments here:

Savings Account	\$
CD Account ___ month	\$
CD Account ___ month	\$
Investment Account	\$
Other Account	\$
Total Other Accounts	\$
Checking + Other	\$ 30,956.89



**PLEASANT VALLEY RECREATION AND PARK DISTRICT
CO-SPONSORED GROUP
ANNUAL UPDATE**

Group: American Youth Soccer Organization

Date: February 4, 2019

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, March 6, 2019 at 6pm at the City of Camarillo Council Chambers

OFFICERS	NAME	ADDRESS	DAY PHONE	CELL PHONE
President	Tim Azbell	1161 Calle Suerte Suite F, Camarillo, CA 93012	(805) 447-1336	(805) 657-3942
Vice President	Rich Frank		(805) 377-7450	
Treasurer	Alan Anderson		(805) 212-0687	
Secretary				

Number of participants last year: All Programs 2077 Players and 789 volunteers
 Projected number of participants upcoming year: All Programs ~ 2000 players and 800 volunteers

Changes Organization has made from previous year: _____
Mike Harrison completed his 3 year service as Regional Commissioner
Tim Azbell returns as Regional Commissioner

Comments for the PVRPD Board of Directors: Region 68 continues to provide World Class Soccer Programs to the residence of Camarillo, Somis, and the Santa Rosa Valley. Region 68 continues to provide scholarships to all of our Very Important Players (VIP Program Players with special needs.)
In 2018, Region 68 provided every approved AYSO program available and sanctioned by National AYSO. 8 Programs: U5 School Yard, VIP, Spring league, Core Fall, Extra, United, All Star Season - Tournament, and Spring Soccer Camps

Primary Facility (ies) Used? Pleasant Valley Fields

What Time are Board Meetings Held? The third Wednesday of every month at 7:00PM
 Where are Board Meetings Held? 1161 Calle Suerte Suite F, Camarillo CA 93012
 When are new Board Members Elected? The third Wednesday of January
 When are new Board Members Installed? The third Wednesday of July

Pleasant Valley Recreation and Park District Liaison: Lanny Binney, Recreation Supervisor

Please attach a copy of your By-Laws to this form.

Please Complete and Return the Annual Update and Financial Statement February 15, 2019

Lanny Binney
 1605 E. Burnley Street, Camarillo, CA 93010
 Phone: 482-1996 x 108
 Fax: 805-482-3468

Form Completed by (print): _____
 Sign: _____

Date _____

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
COMMUNITY SERVICE GROUP - ANNUAL REVIEW
FINANCIAL STATEMENT**

NAME OF ORGANIZATION Camarillo AYSO Region 68

Last Year's Financial Statement

2018-2019 Budget

Period: July 1 2017 - June 30, 2018

Period: July 1 2018 - June 30, 2019

CHECKING

CHECKING

Beginning Balance: 410,598

Beginning Balance: \$ 353,224

Revenue:

Revenue:

Registration: \$ 217,725

Registration: \$ 217,841

Tournaments: \$ 233,816

Tournaments: \$ 174,350

Fundraisers: \$ 19,255

Fundraisers: \$ 7,425

Snack Bar: _____

Snack Bar: _____

Interest: \$ -

Interest: \$ -

Dues: _____

Dues: _____

Miscellaneous Income: \$ 12,256

Miscellaneous Income: \$ 300

Total Revenue \$ 483,052

Total Revenue \$ 399,916

Expenses:

Expenses:

Admin Expense \$ 22,146

Admin Expense \$ 3,000

Advertising \$ 9,047

Advertising \$ 10,173

Awards \$ 111,723

Awards \$ 105,815

Equipment \$ 64,821

Equipment \$ 24,350

Facility/Field Maint. \$ 84,147

Facility/Field Maint. \$ 79,162

Insurance \$ 2,908

Insurance \$ 4,258

Internet (online registration) \$ 1,648

Internet (online registration) \$ 1,624

Licensing/Membership \$ 18,144

Licensing/Membership \$ 19,340

Maintenance (field/facility) _____

Maintenance (field/facility) _____

Miscellaneous \$ 28,005

Miscellaneous \$ 4,500

Paid Staff _____

Paid Staff _____

Professional Services (refs) \$ 5,440

Professional Services (refs) \$ 4,200

Refunds _____

Refunds _____

Rentals \$ 28,049

Rentals \$ 26,387

School District _____

School District _____

Snack Bar Resale \$ -

Snack Bar Resale \$ -

Supplies \$ 20,198

Supplies \$ 21,910

Tournament Entries \$ 76,080

Tournament Entries \$ 31,900

Uniforms \$ 68,545

Uniforms \$ 67,890

Contingency _____

Contingency _____

Total Expense: \$ 540,901

Total Expense: \$ 404,509

Ending Balance: \$ 352,749

Ending Balance: \$ 348,631

List Savings/CDs/Investments here:

Savings Account \$ _____

CD Account _12_ month \$ 166,216

CD Account ___ month \$ _____

Investment Account \$ _____

Other Account \$ _____

Total Other Accounts \$ _____

Checking + Other \$ 518,965

List Savings/CDs/Investments here:

Savings Account \$ _____

CD Account ___ month \$ 166,715

CD Account ___ month \$ _____

Investment Account \$ _____

Other Account \$ _____

Total Other Accounts \$ _____

Checking + Other \$ 515,345

**Pleasant Valley Recreation and Park District
Minutes of Regular Meeting
February 6, 2019**

1. CALL TO ORDER

Call to Order

The regular meeting of the Board of Directors of the Pleasant Valley Recreation and Park District was called to order at 5:00 p.m. by Chairman Kelley.

A. ADJOURNED TO CLOSED SESSION

The Board adjourned to closed session at 5:00 p.m.

B. CLOSED SESSION

1) 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, Eric Storrie and Board Counsel regarding labor negotiations with the employee organization, SEIU Local 721.

2) Conference with Real Property Negotiators

Pursuant to Government Code Section 54956.8, the Board conducted a closed session with the District's real property negotiator, General Manager Mary Otten and Eric Storrie regarding certain real property, 15 Stearman Street, Camarillo, CA.

C. REGULAR MEETING RECONVENED

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 6:00 p.m. Chairman Kelley reported that the Board directed staff to negotiate with OUHSD regarding the Freedom Gymnasium.

2. PLEDGE OF ALLEGIANCE

Director Mike Mishler led the pledge.

3. ROLL CALL

Roll Call

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Representative and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisors Lanny Binney and Jane Raab, Park Supervisor Nick Marienthal, Bob Aaron, Rich Frank, Tim Azbell, Annie Barker, Shannon Skein, Samantha Fitts, Gwyn Vanoni, Emily Lashkari and Andrea Huvad.

4. AMENDMENTS TO THE AGENDA

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to
Approve
Consent Agenda**

Carried

5. PRESENTATIONS

A. District Highlights/Capital Projects

Park Services Manager Bob Cerasuolo presented the highlights of the District's February activities, programs and special events. February 23rd will be opening day for the Aquatic Center after having been closed for two months for the pool resurfacing. The Parks Department has been painting interior rooms of park facilities during the rainy season. The Senior Center has a Valentine's Dance on February 12 and the Recreation Department will be showing a Valentine's Day Movie in the Park. In sports, the Camarillo High versus Rio Mesa baseball game will be held February 23 at Veterans Field along with CGSA's opening day at Mission Oaks Park. PONY baseball begins March 1 and the adult basketball league starts March 18. A music genre survey for the Summer Concert Series is available on the District's website.

Completed capital projects are the Bob Kildee Park and Freedom Park restroom roofs, a picnic area at Arneill Ranch Park, the Charter Oaks Park tree windrow trimming and the new fiberglass pool shell at the Aquatic Center. Some capital projects still in progress are the Community Center exterior restrooms and the Springville Dog Park retaining wall. Quimby projects in progress are the Nancy Bush Park picnic area #2 and playground and the Valle Lindo Park restroom remodel. Some projects starting soon are the Freedom Park baseball fields, an additional Pitts Park pavilion and a restroom at Mel Vincent Park. Bids are out for work on the Springville tennis courts.

B. BMX

Recreation Supervisor Lanny Binney introduced Andrea Huvad of Freedom Park BMX who presented a 2 year report for the organization. BMX hosts one big race per year which brings up to about 1000 people and over 900 individual races. Eighty percent of the community BMX track's riders are from a 10 mile radius from Camarillo, Oxnard and Newbury Park. The group completed a large drainage project and a slurry project which makes the track smooth and more rideable. Recruitment and retention are important as the National league pushes the racing aspect and the group promotes the recreational side of the sport.

C. Pleasant Valley Co-op Pre-school

Recreation Supervisor Jane Raab introduced Annie Barker who started 18 years ago as the Co-op's director and is retiring this year. Ms. Barker introduced Shannon Skeins as the new director and Emily Lashkari, current president who presented the annual update. Ms. Lashkari passed out a few of the children's projects for the Board to view and described the school's outdoor classroom, an edible gardening project with the Girl Scouts and their open house to be held on February 27.

6. PUBLIC COMMENT

No comments.

7. CONSENT AGENDA

- A. Minutes for Regular Meeting of January 6, 2019
- B. Warrants, Accounts Payable & Payroll thru January 23, 2019
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 611 Directing SCI Consulting Group to Prepare the FY 2019-2020 Engineer's Report for the Assessment District
- E. Approve Resolution No. 612 to Continue the Local Emergency that Resulted Due to the Hill Fire 2018
- F. Consideration and Adoption of Resolution No. 613 Finding that it is Reasonably Foreseeable that Inhabitants of the KB Homes Springville Subdivision Located at 333 Townsite Promenade will use the Proposed Pavilion at Nancy Bush Park

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

**Motion to
Approve
Consent Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration of Community Event Funding Agreement Between the City of Camarillo and the Pleasant Valley Recreation and Park District to Produce the Summer Concert Series

General Manager Mary Otten and Recreation Services Manager Eric Storrie presented the Summer Concert Series Community Event Funding Agreement with the City of Camarillo for consideration. Programming responsibilities, expenses, insurance, marketing and sponsorships, blanket/chair policy and proposed event dates for the 4 concerts were presented. Discussion included: staffing, security, advertising via City water bills, a request for the District to check on term "active negligence" in the agreement, the music genre survey, need for assurance that the agreement is flexible enough for input from both the City and the District, sponsorship possibilities, one year agreement with potential for growth in the future, the possible relocation of the Camarillo Community Band to Constitution Park on Thursday nights, need for good signage for new blanket/chair policy, and potential volunteers.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the agreement between the City of Camarillo and the Pleasant Valley Recreation and Park District to produce the Summer Concert Series.

Voting was as follows:

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

Noes:

Absent:

**Motion to
Approve Summer
Concert Agrmt
With City**

Motion: Carried

Carried

B. Consideration and Approval of the Design Plans for the Valle Lindo Restrooms

Park Services Manager Bob Cerasuolo presented design plans for the Valle Lindo restrooms and introduced Mathew Huntington, head architect for Leach Mounce Architects. Discussion included: retrofit of current restroom facility, ADA and electrical space limitations, need for at least 2 urinals in men's restroom for soccer tournaments and larger rentals and plans to go out for bid by next month.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve the design plans for the Valle Lindo restrooms with the addition of another urinal if space permits.

**Motion to
Approve Valle
Lindo Restroom
Designs**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

C. Consideration and Direction Regarding Freedom Gym

General Manager Mary Otten and Recreation Services Manager Eric Storrie provided the following five options for consideration and direction regarding Freedom Gym:

1. No Purchase or Lease of Freedom Gym
2. Lease Freedom Gym & Parking Lot
3. Purchase Freedom Gym & Lease the Parking Lot
4. Lease a Commercial or Industrial Space
5. Purchase a Tent Structure and Place on District-Owned Property

The gymnasium at 15 Stearman Street is on the surplus property list of the Oxnard Union High School District and has an appraised value of \$595,000. The building is 10,670 SF on a 0.6 acre property that has no parking. The adjacent parking lot could possibly be leased from the Ventura County Department of Airports for approximately \$1.69 per SF or about \$18,000 per year. Discussion included: no formal agreement with the county for the current use of the parking lot, securing a gymnasium option for at least 2 to 3 years, checking with the airport on property leasing, total costs of option 5, logistics of a temporary tent structure at the centrally located Community Center, concerns on tent structure flooring and water seepage/drainage, funding of the tent structure out of capital projects, 10 year life expectancy of the tent structure, consideration of the planning stages of the new senior and community recreation facility at the Community Center property, and possible consideration of other District properties for a portable facility location.

Direction from the Board is to consider option 2 and 5 and to: move forward with negotiations with OUHSD to continue the current situation at Freedom Gym, contact Supervisor Kelly Long regarding a waiver or reduction in parking lot leasing rates, address the tent structure flooring and potential water issues, and fully explore the tent structure options, portable gym companies and timelines.

The Board recessed at 8:27 p.m. and reconvened at 8:39 p.m.

D. Consideration and Adoption of Resolution No. 614 Approval of Mid-Year Budget Adjustments for FY 2018-2019

Administrative Services Manager Leonore Young presented mid-year budget adjustments for FY 2018-2019. Even with expenses doing well, there are still a few line items that need budget adjustments or transfers in both revenue and expenses. Discussion included: increase in Fund 10 revenue due to conservative budgeting of ROPS, increase in Workers Compensation, accounting of insurance, increase of fund 30 interest earnings, tracking of Quimby funds, and a new line item called Hill Fire 2018.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Magner to adopt Resolution No. 614 approval of mid-year budget adjustments for FY 2018-2019.

**Motion to
Approve Mid
Year Budget
Adjustments**

Voting was as follows:

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

Noes:

Absent:

Carried

Motion: Carried

E. Fiscal Year 2017-2018 Excess Funds

Administrative Services Manager Leonore Young requested Board direction regarding the designation of excess funds for FY 2017-2018. The options provided are:

- 1) All excess funds remain in the General Fund as unallocated funds
- 2) Move all excess funds to a designated restricted project line item
- 3) Move a percentage of the excess funds to a designated restricted project line item with the remaining percentage as unallocated General Funds

Discussion included: advantage of flexibility if leaving excess funds in unrestricted funds, availability of funds to cover end of the year loans, reallocation can be looked at in goal setting and budget workshops. The Board directed staff to go with option 1.

F. Consideration and Approval of the Purchase and Installation of a Shade Structure at Nancy Bush Park Pavilion Area #1 with Great Western Recreation/Game Time and Authorize the General Manager to Enter into an Agreement

Park Supervisor Nick Marienthal provided two options for a fabric shade cover for pavilion area #1 at Nancy Bush Park. Discussion included: taller support poles than what was recommended to prevent potential issues, inclusive installation costs, choice of a neutral color scheme that is not too light/dark but still blends with the environment, potential increase in reservations, placement of BBQ grills outside of coverings, and preference of two sail covers versus one large fabric cover.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Malloy to approve shade structure option #2 with two triangular fabric covers, supporting poles that are a minimum of 10 to 12 feet tall and a neutral based color scheme for the fabric.

Motion to Approve Option #2 Shade Cover For Nancy Bush Pavilion #1

Voting was as follows:

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

Noes: -

Absent:

Carried

Motion: Carried

G. Consideration and Approval of Pre-Fab Restroom Facility Design at Mel Vincent Park
Park Services Manager Bob Cerasuolo provided two design options for a pre-fab restroom facility at Mel Vincent Park. Discussion included: need for 2 single restrooms versus one single restroom, increased opportunity for rentals, advantage having had the developer install plumbing and sewer lines when the park was built, and minimal impact to the neighbors.

Chairman Kelley called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve design option #2 for a pre-fab restroom facility at Mel Vincent Park.

Motion to Approve Design Option #2 for Mel Vincent Park Restroom

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

H. Consideration and Adoption of Resolution No. 615, an Application for Grant Funds from the Proposition No. 68 Cultural, Community and Natural Resources Grant Program
Recreation Services Manager Eric Storrie requested approval of a grant application under the "Community, Culture and Education" category of the Cultural, Community and Natural Resources Grant Program funded by Proposition No. 68. Staff determined the grant funding could be used to improve the Camarillo Grove Park Nature Center.

Chairman Kelley called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to adopt Resolution No. 615, an application for grant funds from the Proposition No. 68 Cultural, Community and Natural Resources Grant Program.

Motion to Adopt Reso 615 Grant Funds From Prop 68

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

Carried

9. INFORMATIONAL ITEMS

- A. Chairman Kelley – Chairman Kelley commented that the Board and staff are working diligently to continue recreational programs at Freedom Gym and are seriously considering the options to resolve the issue. Mr. Kelley also stated that Board members attend many meetings, sometimes up to 7 or 8 per month, but only receive compensation for up to 5 meetings per month at \$100 each. Mr. Kelley thanked his fellow board members for their interest and willingness to continuously put forth their efforts and thanked staff for their competency.
- B. Ventura County Special District Association/California Special District Association – Director Magner stated that VCSDA’s annual meeting was held February 5 at Channel Islands Maritime Museum. Ms. Magner commended Director Mishler on his past two years as VCSDA president and thanked staff for their support. CSDA – Ms. Magner stated that she will be attending Legislative Days in Sacramento in May with General Manager Otten.
- C. Ventura County Consolidated Oversight Board – Director Mishler reported that budgets were proposed at the January meeting and that standard formats and minimum requirements for presentations will be set at the February meeting.
- D. Santa Monica Mountains Conservancy – Director Mishler – no report.
- E. Standing Committees – Finance – Director Malloy presented a Mid 2018-19 FY Finance Update. The District is doing better this year, but the funding ratios for the CalPERS unfunded liability has dropped and there is not enough money in CalPERS to pay current commitments statewide. The Federal Reserve is using a method called “Projected Benefit Obligation” that projects a number (\$360 billion) for CalPERS current unfunded liabilities. This will have a big impact on a lot of California agencies in the next few years and needs to be fixed. Liaison – Director Dixon reported that the committee met last week and reviewed 5 architectural firm proposals for the Senior and Community Recreation Facility Design. Dr. Dixon stated that three of the architects will interview on February 11. Personnel – Director Magner reported that the committee met on February 4 and reviewed the agenda for the year and discussed goal setting. Policy – Director Magner stated that the committee reviewed the year’s agenda.
- F. Foundation for Pleasant Valley Recreation and Parks – Director Magner, the chair for the Foundation Board, reported on the upcoming fundraisers – February 25 at PizzaRev, April 9 at Presto Pasta and August 17 for the 5th Annual Party in the Parks. The Ugly Sweater 5K and Donut Dash fundraiser brought in \$2040 from over 100 participants.
- G. General Manager’s Report – General Manager Mary Otten reported that there will be a Goal Setting Workshop on February 26 and a final audit in March. On February 23, CGSA has an opening ceremony from 9am to 10am and the Aquatic Center’s reopening is from 1pm to 4pm. Camarillo PONY Baseball’s opening ceremony will be on March 1 from 6pm to 8pm. Regarding legislative updates this year, the four themes are 1) RDA bills and revenue, 2) affordable housing, 3) impact fees, and 4) HR issues and unions.

10. ORAL COMMUNICATIONS

Director Mishler reminded the community that the plan for the new senior and community recreation center is for a 31,000 SF facility that will be large enough to accommodate passive and active users. The facility will be larger than what is currently there. Director Malloy attended the January 23 City Council meeting which addressed the partial conversion of the Camarillo Springs Golf Course to housing. Mr. Malloy stated that due to the nature of the land area that is being discussed, there will be very little golf course areas left. Chairman Kelley suggested that auto owners check their auto insurance policies to verify that they have adequate uninsured insurance. Mr. Kelley also suggested that people check into Med Pay insurance which offers coverage if you are in an accident.

11. ADJOURNMENT

Chairman Kelley adjourned the meeting at 10:15 p.m.

Respectfully submitted,

Approval,

Karen Roberts
Recording Secretary

Robert Kelley
Chairman

Pleasant Valley Recreation and Park District
Finance Report
January 2019

	Date	Amount	
Accounts Payables:	1/3-4/2019	\$ 176,216.66	Accounts Payable
	1/7/2019	\$ 23,871.12	Accounts Payable/US Bank- CALCARD
	1/17-18/19	\$ 218,859.22	Accounts Payable
	1/31/2019	\$ 58,687.13	Accounts Payable
	Total	\$ 477,634.13	
Payroll (Total Cost):	1/10/2019	\$ 144,441.60	Payroll- 1/10/19
	1/24/2019	\$ 128,071.19	Payroll- 1/24/2019
	Total	\$ 272,512.79	
Outgoing:Online Payments			
	1/2/2019	\$ 31,165.38	CALPERS Health Insurance
	1/2/2019	\$ 12,306.53	City of Camarillo -Water
	1/3/2019	\$ 14,499.90	CALPERS (Ret)- PR 12/13/2018
	1/3/2019	\$ 542.10	VSP- 1/2019 Vision Insurance
	1/3/2019	\$ 2,525.64	Guardian- 1/2019 Dental Insurance
	1/4/2019	\$ 3,712.90	So Cal Gas Co.
	1/4/2019	\$ 1,853.77	Southern CA Edison
	1/7/2019	\$ 2,929.03	City of Camarillo -Water
	1/8/2019	\$ 3,209.90	WEX Fuel 76
	1/9/2019	\$ 7,829.95	Southern CA Edison
	1/10/2019	\$ 14,298.53	CALPERS (RET)- PR 01/10/2019
	1/10/2019	\$ 38.25	Culligan Water Service
	1/11/2019	\$ 422.71	Southern CA Edison
	1/14/2019	\$ 208.20	AFLAC- 12/2018
	1/16/2019	\$ 31.75	Culligan Water Service
	1/23/2019	\$ 14,052.61	CALPERS (RET) PR 01/24/19
	1/24/2019	\$ 78.36	Sprint
	1/24/2019	\$ 3,284.37	City Of Camarillo- Water
	1/29/2019	\$ 3,505.70	EJ Harrison Trash Bill
	1/29/2019	\$ 1,969.58	So Cal Gas Co.
	1/29/2019	\$ 3,527.87	Southern CA Edison
	Total	\$ 121,993.03	
Grand Total		\$ 872,139.95	

CASH REPORT

	1/31/2019 Balance	1/31/2018 Balance	
Restricted Funds			
Debt Service - Resrtricted	\$ 373,805.13	\$ 371,018.23	
457 Pension Trust Restricted	\$ 70,143.69	\$ 74,345.58	
Quimby Fee - Restricted	\$ 282,144.86	\$ 181,396.07	
Multi-Bank Securities Restricted	\$ 661,107.82	\$ 1,155,831.82	
Ventura County Pool - Restricted	\$ 5,101,063.93	\$ 4,546,414.38	
FCDP Checking	\$ 26,864.04	\$ 29,336.30	
Total	\$ 6,515,129.47	\$ 6,358,342.38	
Semi-Restricted Funds			
Assessment	\$ 443,514.26	\$ 462,393.64	
Capital Improvement	\$ 29,367.87	\$ 33,603.17	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 40,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 21,613.44	
LAIF Capital	\$ 2,458,736.18	\$ 2,210,725.55	
Contingency - Dry Period	\$ 271,000.00	\$ 181,000.00	
Contingency - Computer	\$ 10,000.01	\$ 5,000.01	
Contingency - Repair/Oper/Admin	\$ 30,000.00		
Total	\$ 2,998,860.05	\$ 2,955,179.61	
Unrestricted Funds			
Contingency	\$ 765,090.34	\$ 563,204.17	
Ventura County Pool-Unrestricted	\$ 935,963.67	\$ 919,265.38	
General Fund Checking	\$ 267,443.19	\$ 430,862.78	
Total	\$ 1,968,497.20	\$ 1,913,332.33	
Total of all Funds	\$ 11,482,486.72	\$ 11,226,854.32	\$ 255,632.41
	2/11/2019 Balance	2/28/2018 Balance	
Restricted Funds			
Debt Service - Resrtricted	\$ 373,805.13	\$ 249,025.63	
457 Pension Trust Restricted	\$ 70,143.69	\$ 74,375.63	
Quimby Fee - Restricted	\$ 282,488.20	\$ 426,989.80	
Multi-Bank Securities Restricted	\$ 661,107.82	\$ 915,446.07	
Ventura County Pool - Restricted	\$ 5,101,063.93	\$ 4,552,993.37	
FCDP Checking	\$ 26,864.04	\$ 29,336.30	
Total	\$ 6,515,472.81	\$ 6,248,166.80	
Semi-Restricted Funds			
Assessment	\$ 442,438.07	\$ 409,335.78	
Capital Improvement	\$ 29,367.87	\$ 33,616.75	
Capital - Vehicle Replacement	\$ 50,843.80	\$ 40,843.80	
Capital - Designated Project	\$ 16,397.94	\$ 21,613.44	
LAIF Capital	\$ 2,458,736.18	\$ 2,195,725.55	
Contingency - Dry Period	\$ 271,000.00	\$ 181,000.00	
Contingency - Computer	\$ 10,000.00	\$ 5,000.01	
Contingency - Repair/Oper/Admin	\$ 30,000.00		
Total	\$ 2,997,783.86	\$ 2,887,135.33	
Unrestricted Funds			
Contingency	\$ 765,090.34	\$ 563,347.85	
Vta County Pool/Cal Trust	\$ 935,963.67	\$ 519,265.75	
General Fund Checking	\$ 231,611.11	\$ 420,618.43	
Total	\$ 1,932,665.12	\$ 1,503,232.03	
Total of all Funds	\$ 11,445,921.79	\$ 10,638,534.16	\$ 807,387.63

MBS – Multi Bank Securities

MBS - US Treasury Type	December 27 2017	January 11 2018	February 15 2018	March 15 2018	April 7 2018	May 10 2018	June 6 2018	July 11 2018	Aug 9 2018
US 3 Month	1.427%	1.393%	1.558%	1.728%	1.694%	1.842%	1.900%	1.922%	2.003%
US 6 Month	1.488%	1.540%	1.775%	1.893%	1.860%	2.000%	2.067%	2.085%	2.173%
US 1 Year	1.670%	1.715%	1.920%	1.988%	1.954%	2.175%	2.223%	2.260%	2.343%
US 2 Year	1.891%	1.973%	2.176%	2.287%	2.266%	2.526%	2.520%	2.582%	2.649%
US 3 Year	2.000%	2.074%	2.391%	2.425%	2.397%	2.667%	2.650%	2.672%	2.728%
US 5 Year	2.215%	2.329%	2.630%	2.627%	2.584%	2.526%	2.809%	2.752%	2.811%
	Sept 11 2018	Oct 15 2018	Nov 11 2018	Dec 11 2018	Jan 11 2019	Feb 11 2019			
US 3 Month	2.095%	2.228%	2.327%	2.344%	2.345%	2.375%			
US 6 Month	2.255%	2.395%	2.464%	2.475%	2.437%	2.432%			
US 1 Year	2.435%	2.567%	2.637%	2.595%	2.490%	2.458%			
US 2 Year	2.744%	2.853%	2.924%	2.754%	2.537%	2.490%			
US 3 Year	2.820%	2.941%	2.990%	2.751%	2.504%	2.467%			
US 5 Year	2.869%	3.012%	3.039%	2.726%	2.520%	2.475%			

Ventura County Pool

Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
Ventura County Pool	1.345%	1.42%	1.552%	1.611%	1.781%	1.857%	1.963%	2.072%	2.136%
	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019
Ventura County Pool	2.135%	2.293%	2.433%	2.483%	2.757%				

- Rates are determined at the end of the month

Local Agency Investment Fund (LAIF)

Investment Name	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
Local Agency Investment Fund (LAIF)	1.239%	1.350%	1.412%	1.524%	1.661%	1.755%	1.854%	1.944%	1.998%
	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019
Local Agency Investment Fund (LAIF)	2.160%	2.144%	2.208%	2.291%	2.355%				

Cal Trust

Investment Name	January 2019																		
Cal Trust	2.54%																		

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 02/01/2019 - 8:43AM
 Date Range: 01/31/2019 - 01/31/2019
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
20707	US BANK	US BANK: CALCARD STATEMENT	01/31/2019	14,298.27
Total for Department: 00 Non Departmentalized				14,298.27
Department: 03 Recreation				
0	COZETTE WAGER	C.WAGER: MILEAGE REIMBURSE	01/31/2019	38.28
0	JEFFREY HENSEN	JEFFREY HENSEN:REIMB. FOR BI	01/31/2019	15.10
0	VICTORIA ZAVALA	V.ZAVALA: MILEAGE REIMBURSI	01/31/2019	13.92
20674	ADM GROUP INC.	ADM GRP.: INSTRUCTOR FEES/TE	01/31/2019	741.00
20676	AMERICAN RED CROSS	AMERICAN RED CROSS: LIFEGRU/	01/31/2019	41.00
20679	BINGO WEST #4	BINGO WEST#4" BINGO SUPPLIE	01/31/2019	185.86
20686	DEBORAH GUERRERO	D.GUERRERO: MILEAGE REIMBU	01/31/2019	16.24
20687	DANIEL E. HOWARD	D.HOWARD: INSTRUCTOR FEES/	01/31/2019	191.10
20691	LINCOLN AQUATICS	LINCOLN AQUATICS: ODYSSEY/C	01/31/2019	292.79
20696	PECHANGA RESORT & CASINO	PECHANGA RESTORT & CASINO:	01/31/2019	600.00
20698	PLEASANT VALLEY SCHOOL DIST	PV SCHOOL DISTRICT: MONTE V	01/31/2019	2,250.00
20700	KATIE SHINDEN	K.SHINDEDN: INSTRUCTOR FEES	01/31/2019	1,014.00
20702	NANCE TAPLEY-PECK	PECK FARM: INSTRUCTOR FEES/I	01/31/2019	1,366.40
20705	DUNCAN YOUNG	D.YOUNG: INSTRUCTOR FEES/TC	01/31/2019	910.00
Total for Department: 03 Recreation				7,675.69
Department: 04 Parks				
20677	B & B DO IT CENTER	B&B: 100PC BLK CABLE TIE/CAM	01/31/2019	162.88
20680	CITY OF OXNARD-CITY TREASUR	CITY OF OXNARD: WASTE DISPO	01/31/2019	368.27
20681	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: SUPPLIES FOR I	01/31/2019	161.03
20682	COUNTY OF VENTURA	COUNTY OF VENTURA: 11/2018 C	01/31/2019	50.00
20683	EMPIRE CLEANING SUPPLY	EMPIRE CLEANING SUPPLY: TRA	01/31/2019	803.03
20684	FERGUSON ENTERPRISES INC. #1	FERGUSON ENT.: SUPPLIES FOR I	01/31/2019	981.86
20685	GRAINGER	GRAINGER: NEW VALVE FOR RR	01/31/2019	78.27
20688	INNOVATIVE PLAYGROUNDS CO.	INNOVATIVE PLAYGROUND: PLA	01/31/2019	6,082.00
20689	J. THAYER COMPANY	J.THAYER: COPY PAPER	01/31/2019	132.10
20690	KOMPAN INC.	KOMPAN: PLAYGROUND PARTS F	01/31/2019	579.83
20693	O. K. RADIATOR	O.K. RADIATOR SHOP, INC.: VEHI	01/31/2019	365.02
20694	OXNARD AUTO ELECTRIC COMP	OXNARD AUTO ELECTRIC: 2-CYC	01/31/2019	72.41
20695	PACIFIC ROCK, INC.	PACIFIC ROCK INC.: DG FOR SPRI	01/31/2019	724.98
20697	PHOENIX GROUP INFORMATION	PHOENIX INFO SYSTEMS: PCSC F	01/31/2019	101.50
20699	STEVE REVELES	S.REVELES: REIMBURSEMENT FC	01/31/2019	221.88
20701	SITEONE LANDSCAPE SUPPLY LL	SITEONE: IRRIGATION SUPPLIES/	01/31/2019	3,335.68
20703	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES: TEMP. R	01/31/2019	340.19
20704	VISTA FORD OF OXNARD	VISTA FORD: FOR VEHICLE #27	01/31/2019	69.75
Total for Department: 04 Parks				14,630.68
Department: 05 Administration				
20675	ALLCONNECTED, INC.	ALLCONNECTED: PURCHASE OF	01/31/2019	5,030.03
20678	BAY ALARM	BAY ALARM: ALARM SERVICE- 2	01/31/2019	444.60
20689	J. THAYER COMPANY	J.THAYER:INK CARTRIDGE, BIND	01/31/2019	194.03
20706	ALLCONNECTED, INC.	ALLCONNECTED: COMP. NETWO	01/31/2019	900.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Total for Department: 05 Administration		6,568.66
		Total for Fund:10 General Fund		43,173.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
20692	NATURAL GREEN LANDSACAPES	NATURAL GREEN LANDSCAPE: 0	01/31/2019	15,513.83
Total for Department: 00 Non Departmentalized				15,513.83
Total for Fund:20 Assessment Fund				15,513.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		58,687.13

Bank Reconciliation

Board Audit

User: fsantos
 Printed: 02/20/2019 - 9:12AM
 Date Range: 02/14/2019 - 02/14/2019
 Systems: '(All)'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 10 General Fund				
Department: 00 Non Departmentalized				
20737	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 01/2019 INSUR/	02/14/2019	310.00
Total for Department: 00 Non Departmentalized				310.00
Department: 03 Recreation				
0	CONNOR SOUDANI	C.SOUDANI: MILEAGE REIMBUR/	02/14/2019	67.28
0	LANNY BINNEY	L.BINNEY: MILEAGE REIMBURSI	02/14/2019	34.22
20716	B & B DO IT CENTER	B&B: OUTDOOR ASST. CABLE THI	02/14/2019	6.75
20717	DEBBIE LEE BAVARO	D.BAVARO: INTRUCTOR FEES/ME	02/14/2019	318.50
20718	BINGO WEST #4	BINGO WEST#4: BINGO SUPPLIES	02/14/2019	401.12
20719	PATRICIA J. BOLLAND	P.BOLLAND: INSTRUCTOR FEES/	02/14/2019	1,131.00
20720	RONALD J. BRAND	R.BRAND: INSTRUCTOR FEES/ MI	02/14/2019	52.00
20722	CALIFORNIA STATE PARKS	CA STATE PARKS: REG. FOR S.SCI	02/14/2019	200.00
20725	WENDY CASTELLANOS-WOLF	W.WOLF: INSTRUCTOR FEES/FLA	02/14/2019	327.60
20729	BRUCE COLELL	B.COLELL: INSTRUCTOR FEES/ SI	02/14/2019	163.80
20733	JENNIFER ERSONMEZ	J.ERSONMEZ: INSTRUCTOR FEES	02/14/2019	114.40
20734	BARBARA G. GAGE	B.GAGE: INSTRUCTOR FEES/ ART	02/14/2019	165.75
20738	J. THAYER COMPANY	J.THAYER: POCKET FOLDERS	02/14/2019	18.25
20739	ALISON LITTLE	A.LITTLE: INSTRUCTOR FEES/ SP.	02/14/2019	380.25
20741	MAIN STREET EXPERIENCES	MAIN STREET EXPERIENCES: BU	02/14/2019	2,574.00
20742	BRYAN MONKA	B.MONKA: INSTRUCTOR FEES/M:	02/14/2019	533.00
20743	LUCILE B. MOSIER	L.MOSIER/INSTRUCTOR FEES- TE	02/14/2019	65.00
20746	TOMLINSON RAUSCHER	T.RAUSCHER: INSTRUCTOR FEES	02/14/2019	81.25
20747	SARA WHEELER RICHARDSON	S.RICHARDSON/INSTRUCTOR FEI	02/14/2019	282.75
20753	MARK TUSLER	M.TUSLER: INSTRUCTOR FEES/BI	02/14/2019	78.00
20758	W & S SERVICES	W&S: SEWER SERVICE CHARGE/	02/14/2019	58.61
20759	HAROLD WYCKOFF	L.WYCKOFF: INSTRUCTOR FEES/	02/14/2019	122.85
20760	ODILE YEREVANIAN	O.YEREVANIAN: INSTRUCTOR FE	02/14/2019	697.45
Total for Department: 03 Recreation				7,873.83
Department: 04 Parks				
0	JAVIER JUAREZ	J.JUAREZ: REIMBURSEMENT FOF	02/14/2019	300.00
0	JESSE GOMEZ	J.GOMEZ: REIMBURSEMENT FOR	02/14/2019	125.69
0	LEONORE YOUNG	L.YOUNG: MILEGAE REIMBURSE	02/14/2019	31.78
20713	AIRWORKS SOLUTIONS INC.	AIRWORKS SOLUTIONS; HVAC SI	02/14/2019	125.00
20715	ASTRA INDUSTRIAL SERVICES IN	ASTRA: PITTS RR WATER PRESSU	02/14/2019	501.92
20716	B & B DO IT CENTER	B&B: 1KA- KEY 2001 LOCK/SHOP	02/14/2019	1,131.68
20724	CAMROSA WATER DISTRICT	CAMROSA: WATER SERVICE/HER	02/14/2019	860.58
20728	COASTAL PIPCO IRRIGATION INC	COASTAL PIPCO: IRRIGATION SU	02/14/2019	67.40
20730	CRESTVIEW MUTUAL WATER CO.	CRESTVIEW MUTUAL WATER: W/	02/14/2019	54.00
20731	DCH TOYOTA OF OXNARD	DCH TOYOTA OF OXNARD: VEHI	02/14/2019	470.87
20732	EMG HOLDINGS, LLC	EMG HOLDINGS, LLC: BAGS AND	02/14/2019	1,400.00
20736	GRAINGER	GRAINGER: TENNIS LIGHTS/MISI	02/14/2019	610.29
20737	HUB INTERNATIONAL INSURANC	HUB INSURANCE: 01/2019 INSUR/	02/14/2019	18.38
20738	J. THAYER COMPANY	J.THAYER:BLK. TONER CARTIDG	02/14/2019	369.36
20740	M & B SERVICES INC.	M&B SERVICES: REPLACEMENT	02/14/2019	1,311.97
20745	PACIFIC ROCK, INC.	PACIFIC ROCK: DG/SPRINGVILLE	02/14/2019	916.87
20748	RSD SYSTEMS INC,	AQUA CREATIONS: FINAL/POOL S	02/14/2019	80,499.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
20750	SITEONE LANDSCAPE SUPPLY LI	SITEONE:EPIC PLASTICS EDGING	02/14/2019	999.64
20751	THE DETAIL DOCTOR	THE DETAIL DOCTOR: POWER W/	02/14/2019	1,450.00
20754	UNITED SITE SERVICES OF CA IN	UNITED SITE SERVICES: TEMP RF	02/14/2019	92.65
20755	U-RENT INC.	U-RENT: EQUIPMENT RENTAL-TF	02/14/2019	197.33
20757	VORTEX INDUSTRIES, INC.	VORTEX: POOL DOOR REPAIR/ PA	02/14/2019	8,347.18
20758	W & S SERVICES	W&S: SEWER SERVICE CHARGE/	02/14/2019	424.10
Total for Department: 04 Parks				100,305.69
Department: 05 Administration				
0	DEBRA BROOKS	D.BROOKS: MILEAGE REIMBURS	02/14/2019	11.60
0	KAREN ROBERTS	K.ROBERTS: MILEAGE REIMBUR:	02/14/2019	11.14
20711	ACCU-PRINTS/M&L PARTNERSHIP	ACCU-PRINTS: EE FINGERPRINT ;	02/14/2019	12.00
20712	ADVANTAGE TELECOM/A+WIREL	ADVANTAGE TELECOM; TEMP.SF	02/14/2019	143.00
20714	ALLCONNECTED, INC.	ALLCONNECTED: 02/2019 COMP.	02/14/2019	881.00
20723	CAMARILLO CHAMBER OF COM	CAMARILLO CHAMBER OF COM	02/14/2019	300.00
20726	CENTERS FOR FAMILY HEALTH	CENTERS FOR FAMILY HEALTH; J	02/14/2019	100.00
20727	CITY OF CAMARILLO- CASHIER	CITY OF CAMARILLO: USE OF CH	02/14/2019	367.43
20738	J. THAYER COMPANY	J.THAYER: 5" BINDERS RETURNE	02/14/2019	515.87
20744	MOSS,LEVY & HARTZHEIM	MOSS, LEVY & HARTZHEIM: STA	02/14/2019	2,160.00
20752	TOTALFUNDS	TOTALFUNDS: POSTAGE	02/14/2019	500.00
20756	VCSDA	VCSDA: EVENT FEE- 2/5/19/ OTTE	02/14/2019	385.00
Total for Department: 05 Administration				5,387.04
Total for Fund:10 General Fund				113,876.56

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 20 Assessment Fund				
Department: 00 Non Departmentalized				
20716	B & B DO IT CENTER	B&B: QUART 50:1 2 CYCLE OIL	02/14/2019	6.64
20721	BRIGHTVIEW LANDSCAPE SERVI	BRIGHTVIEW: 01/2019 LANDSCAI	02/14/2019	23,950.00
20749	SCI CONSULTING GROUP	SCI CONSULTING GRP.: 18/19 ASS	02/14/2019	7,500.00
Total for Department: 00 Non Departmentalized				31,456.64
Total for Fund:20 Assessment Fund				31,456.64

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 30 Park Dedication Fund				
Department: 00				
20735	GAMETIME	GAMETIME: PLAYGROUND EQUI	02/14/2019	74,162.49
Total for Department: 00				<u>74,162.49</u>
Total for Fund:30 Park Dedication Fund				<u>74,162.49</u>

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		219,495.69

**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: March 6, 2019

SUBJECT: FINANCE REPORT JANUARY 2019

RECOMMENDATION

It is recommended the Board review and approve the District's Financial Statements for January 31, 2019 regarding Fund 10, Fund 20 and Fund 30.

ANALYSIS OF COMPARATIVE FINANCIAL THROUGH JANUARY 31, 2019

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2018 through January 31, 2019 with a year-to-date comparison for the period of July 1, 2017 through January 31, 2018. The percentage rate used for the 2018-2019 fiscal year budget is 58% for Period 7 of the fiscal year.

REVENUES

Total revenue for the 7th month ending January 31, 2019 for Fund 10 (General Fund) has an overall increase of \$349,481 over prior year; the primary reason for the increase is Tax Apportionment (\$166,417), Rental (\$103,273), Hill Fire revenue from the insurance company (\$49,333) and Public Fees (\$41,640).

Capital improvement project continues to progress with spending at 50% of budget.

Total revenue for the 7th month ending January 31, 2019 for Fund 20 (Assessment District) is at 57% of budget. The Assessment District is on target for meeting its budget of \$1,109,053 for Assessment revenue and interest earnings.

Fund 30 (Park Dedication Fee) is at 339% of budget due to the interest earnings on the Multi-Bank Securities Investment, along with receiving Park Dedication Fees (\$50,291). Fund 30 has had no services and supplies expenses for fiscal year 2018-2019.

As of January 31, 2019, the Quimby Fee capital improvement project's budget is at 4.0%.

EXPENDITURES

Personnel Expenditures have increased by \$306,755 for FY 2018-2019 in comparison to personnel expense for the same time period as last year. This increase is primarily due to Full Time Wages

(\$100,131), PERS Unfunded Liability (\$86,370), increase in Part-Time Salaries (\$46,347) and an overall increase to various payroll accounts.

Service and Supply Expenditures for Fund 10 have increased \$201,682 in comparison to the same time as last year. This increase is attributed to Liability Insurance (\$66,565), Collection Fees (\$29,572) and various other expense accounts.

Fund 20 is at 46% in Personnel and 51% in Service and Supplies. Currently, Fund 20 is below budget at 50%.

Fund 30 Services and Supplies has no budget and has limited activity for the month of January 2019.

Capital projects for fiscal year 2018-2019 are currently underway and there has been 50% of the budget spent in the Capital (General Fund) and 4.0% spent in the Quimby Fees budget.

FISCAL IMPACT

Overall the District is under the approved budget for Fund 10 by 3% and Fund 20 is below budget by 50%. Staff is constantly reviewing ways to make the District run effectively and efficiently while staying within the approved budget.

RECOMMENDATION

It is recommended the Board review and approve the Financial Statements for January 31, 2019 regarding Fund 10, Fund 20 and Fund 30.

ATTACHMENTS

- 1) Financial Statement of Revenues and Expenditures as of January 31, 2019 Fund 10
(3 pages)
- 2) Financial Statement of Revenue and Expenditures as of January 31, 2019 Fund 20
(1 page)
- 3) Financial Statement of Revenue and Expenditures as of January 31, 2019 Fund 30
(1 page)

General Ledger
Fund 10 General Fund
January 2019 58%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Tax Apport Cur Year Secured	5110	\$ -	\$ 3,274,620.96	\$ 3,441,037.54	\$ 6,506,450.00	\$ 3,065,412.46	52.89%
Tax Apport Cur Year Unsec	5120	\$ 16,529.26	\$ 104,473.45	\$ 115,812.89	\$ -	\$ 115,812.89	0.00%
Tax Apport Prior Year Sec	5130	\$ 13,187.47	\$ 37,380.77	\$ 33,044.37	\$ -	\$ 33,044.37	0.00%
Tax Apport Prior Year Unsec	5140	\$ 3,337.29	\$ 4,556.00	\$ 3,337.29	\$ -	\$ 3,337.29	0.00%
Tax Deeded Sales	5150	\$ -	\$ 26.30	\$ 10.03	\$ -	\$ 10.03	0.00%
Cur Supplemental Pass Thru	5210	\$ 26,870.03	\$ 41,776.01	\$ 41,488.37	\$ -	\$ 41,488.37	0.00%
HOPTR	5230	\$ 16,082.87	\$ 23,304.76	\$ 22,956.10	\$ -	\$ 22,956.10	0.00%
HOPTR Prior Year	5231	\$ -	\$ 15,982.52	\$ -	\$ -	\$ -	0.00%
Supplemental Assessment Roll	5240	\$ -	\$ 140.99	\$ 19.43	\$ -	\$ 19.43	0.00%
Interest Earnings	5310	\$ 13,234.45	\$ 13,548.73	\$ 38,496.51	\$ 18,300.00	\$ 20,196.51	210.36%
MBS Interest Earnings	5320	\$ -	\$ 8,910.27	\$ -	\$ -	\$ -	0.00%
Hill Fire 2018	5465	\$ -	\$ -	\$ 49,333.34	\$ -	\$ 49,333.34	0.00%
Park Patrol Citations	5506	\$ 100.28	\$ 1,721.34	\$ 6,240.41	\$ 4,510.00	\$ 1,730.41	138.37%
Plan Check Fee	5507	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
Contract ClassesPublic Fees	5510	\$ 23,579.05	\$ 107,667.86	\$ 114,298.16	\$ 232,539.00	\$ 118,240.84	49.15%
Public Fees	5511	\$ 15,627.75	\$ 146,969.01	\$ 188,609.24	\$ 393,842.00	\$ 205,232.76	47.89%
Swim PassAdult Splash (20)	5513-5521	\$ -	\$ 28,845.45	\$ 32,364.56	\$ 68,249.00	\$ 35,884.44	47.42%
Vending Concessions	5525	\$ 222.53	\$ 2,143.69	\$ 1,769.91	\$ 3,446.00	\$ 1,676.09	51.36%
Rental	5530	\$ 29,504.18	\$ 133,825.29	\$ 237,098.77	\$ 417,196.00	\$ 180,097.23	56.83%
Cell Tower Revenue	5535	\$ 7,642.57	\$ 48,760.96	\$ 53,235.05	\$ 83,534.00	\$ 30,298.95	63.73%
Annual Passes	5536	\$ -	\$ -	\$ 122.00	\$ -	\$ 122.00	0.00%
Parking Fees	5540	\$ 270.00	\$ 9,638.25	\$ 9,960.32	\$ 10,470.00	\$ 509.68	95.13%
Indemnity Revenue	5545	\$ -	\$ 11,570.75	\$ -	\$ -	\$ -	0.00%
Dues	5550	\$ 53.00	\$ 696.00	\$ 869.00	\$ 2,160.00	\$ 1,291.00	40.23%
Activity Guide Revenue	5555	\$ 700.00	\$ 8,730.00	\$ 8,825.75	\$ 16,000.00	\$ 7,174.25	55.16%
Special Event	5561	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	0.00%
Staffing Cost Recovery	5563	\$ 315.00	\$ -	\$ 4,049.16	\$ 5,000.00	\$ 950.84	80.98%
Special Event Permits	5564	\$ -	\$ -	\$ 306.00	\$ 1,000.00	\$ 694.00	30.60%
Donations	5570	\$ 80.00	\$ 82,404.45	\$ 75,274.00	\$ 90,870.00	\$ 15,596.00	82.84%
Grant HCF	5573	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00	0.00%
Other/Purchase Discount Taken	5575	\$ 4,293.35	\$ 39,656.46	\$ 48,066.37	\$ 64,615.00	\$ 16,548.63	74.39%
Cash Over/Under	5580	\$ 25.00	\$ 75.00	\$ 44.00	\$ -	\$ 44.00	0.00%
Incentive Income	5585	\$ 18.11	\$ 1,347.27	\$ 1,223.74	\$ 1,600.00	\$ 376.26	76.48%
Reimbursement ROPS	5600	\$ -	\$ 294,523.81	\$ 282,734.93	\$ 190,000.00	\$ 92,734.93	148.81%
Reimb Needs Assessment	5605	\$ -	\$ 18,367.25	\$ 516.00	\$ -	\$ 516.00	0.00%
Revenue		\$ 171,672.19	\$ 4,461,663.60	\$ 4,811,144.24	\$ 8,120,881.00	\$ 4,072,430.10	59.24%
YTD Comparison				\$ 349,480.64			
Expense							
Full Time Salaries	6100	\$ 226,642.11	\$ 1,167,968.91	\$ 1,268,100.36	\$ 2,401,820.00	\$ 1,133,719.64	52.80%
Overtime Salaries	6101	\$ 1,250.65	\$ 9,008.87	\$ 23,075.59	\$ 38,536.00	\$ 15,460.41	59.88%
Car Allowance	6105	\$ 830.74	\$ 3,469.39	\$ 6,237.18	\$ 10,800.00	\$ 4,562.82	57.75%
Cell Phone Allowance	6108	\$ 1,178.00	\$ 8,176.15	\$ 9,256.86	\$ 15,900.00	\$ 6,643.14	58.22%
PartTime Salaries	6110	\$ 22,873.78	\$ 320,349.02	\$ 366,695.73	\$ 726,323.00	\$ 359,627.27	50.49%
Retirement	6120	\$ 33,274.93	\$ 192,176.44	\$ 218,668.14	\$ 440,350.00	\$ 221,681.86	49.66%
457 Pension	6121	\$ 135.22	\$ 6,771.18	\$ 6,771.18	\$ 7,445.00	\$ 673.82	90.95%
Employee Insurance	6130	\$ 19,583.08	\$ 119,047.25	\$ 132,355.79	\$ 350,837.00	\$ 218,481.21	37.73%
Workers Compensation	6140	\$ 13,207.55	\$ 74,618.22	\$ 86,459.51	\$ 222,453.00	\$ 135,993.49	38.87%
Unemployment Insurance	6150	\$ -	\$ -	\$ 1,103.00	\$ 2,200.00	\$ 1,097.00	50.14%
Loan Pension Obligation	6160	\$ 20,300.83	\$ 138,858.44	\$ 142,105.83	\$ 243,610.00	\$ 101,504.17	58.33%
PERS Unfunded Liability	6170	\$ -	\$ 232,344.00	\$ 318,714.00	\$ 318,714.00	\$ -	100.00%
Personnel		\$ 339,276.89	\$ 2,272,787.87	\$ 2,579,543.17	\$ 4,778,988.00	\$ 2,199,444.83	53.98%
YTD Comparison				\$ 306,755.30			
Communications	6200	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Telephone	6210	\$ 910.07	\$ 5,860.67	\$ 6,721.14	\$ 11,456.00	\$ 4,734.86	58.67%
Internet Services	6220	\$ 2,876.13	\$ 13,168.39	\$ 19,120.30	\$ 41,758.00	\$ 22,637.70	45.79%
Pool Chemicals	6310	\$ -	\$ 3,106.37	\$ 3,435.89	\$ 12,000.00	\$ 8,564.11	28.63%
Janitorial Supplies	6320	\$ 4,776.60	\$ 23,595.43	\$ 31,228.85	\$ 52,200.00	\$ 20,971.15	59.83%
Kitchen Supplies	6330	\$ -	\$ 248.38	\$ 370.85	\$ 1,400.00	\$ 1,029.15	26.49%
Food Supplies	6340	\$ 1,820.64	\$ 2,625.17	\$ 5,537.33	\$ 10,575.00	\$ 5,037.67	52.36%
Water Maint & Service	6350	\$ 70.00	\$ 387.30	\$ 472.35	\$ 1,080.00	\$ 607.65	43.74%
Laundry/Wash Service	6360	\$ 151.50	\$ 20.00	\$ 199.50	\$ 380.00	\$ 180.50	52.50%
Medical Supplies	6380	\$ -	\$ -	\$ -	\$ 650.00	\$ 650.00	0.00%
Insurance Liability	6410	\$ 57,572.00	\$ 48,579.00	\$ 115,144.00	\$ 111,732.00	\$ 3,412.00	103.05%
Equipment Maintenance	6500	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
Fuel	6510	\$ 3,595.50	\$ 19,074.32	\$ 25,242.48	\$ 43,000.00	\$ 17,757.52	58.70%

General Ledger
Fund 10 General Fund
January 2019 58%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Vehicle Maintenance	6520	\$ 1,746.14	\$ 20,023.30	\$ 19,076.94	\$ 35,400.00	\$ 16,323.06	53.89%
Office Equipment Maintenance	6530	\$ -	\$ 400.00	\$ -	\$ 200.00	\$ 200.00	0.00%
Computer Equip Maintenance	6540	\$ -	\$ 1,625.06	\$ -	\$ 2,400.00	\$ 2,400.00	0.00%
Building Repair	6610	\$ 15,391.52	\$ 26,299.13	\$ 55,811.79	\$ 96,200.00	\$ 40,388.21	58.02%
Bldg Equip Maint/Repair	6620	\$ 60.06	\$ 13,588.27	\$ 3,461.59	\$ 22,875.00	\$ 19,413.41	15.13%
Improvements/Maintenance	6630	\$ 6,661.83	\$ 4,458.05	\$ 19,157.63	\$ 24,000.00	\$ 4,842.37	79.82%
Hill Fire 2018	6640	\$ 582.36	\$ -	\$ 14,007.08	\$ -	\$ 14,007.08	0.00%
Incidental Costs Assess	6709	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	0.00%
Grounds Maintenance	6710	\$ 4,423.96	\$ 42,405.06	\$ 38,508.67	\$ 87,980.00	\$ 49,471.33	43.77%
Tree Care Assess	6719	\$ 6,037.50	\$ 225.00	\$ 13,119.00	\$ 10,000.00	\$ 3,119.00	131.19%
Contracted LS Services	6720	\$ -	\$ -	\$ 832.10	\$ -	\$ 832.10	0.00%
Park Amenities Assess	6722	\$ -	\$ 1,652.75	\$ -	\$ -	\$ -	0.00%
Park Signage (Branding)	6725	\$ -	\$ 304.00	\$ 85.29	\$ 15,000.00	\$ 14,914.71	0.57%
Contracted Pest Control	6730	\$ 400.00	\$ -	\$ 975.00	\$ 2,000.00	\$ 1,025.00	48.75%
Rubbish & Refuse	6740	\$ 6,523.15	\$ 32,852.75	\$ 35,398.57	\$ 65,760.00	\$ 30,361.43	53.83%
Vandalism/Theft	6750	\$ -	\$ 243.49	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Memberships	6810	\$ -	\$ 11,943.18	\$ 11,904.63	\$ 14,315.00	\$ 2,410.37	83.16%
Office Supplies	6910	\$ 3,333.71	\$ 13,577.19	\$ 10,852.65	\$ 29,934.00	\$ 19,081.35	36.26%
Postage Expense	6920	\$ 70.23	\$ 12,742.40	\$ 6,024.18	\$ 26,900.00	\$ 20,875.82	22.39%
Advertising Expense	6930	\$ 5,791.43	\$ 5,014.08	\$ 10,864.43	\$ 12,240.00	\$ 1,375.57	88.76%
Printing Charges	6940	\$ 182.60	\$ 5,492.34	\$ 8,740.23	\$ 14,048.00	\$ 5,307.77	62.22%
ActiveNet Charges	6950	\$ 4,734.01	\$ 27,379.22	\$ 29,048.77	\$ 55,758.00	\$ 26,709.23	52.10%
Approp Redev/Collection Fees	6960	\$ -	\$ 187,031.42	\$ 216,603.87	\$ 399,740.00	\$ 183,136.13	54.19%
Minor Furn Fixture & Equip	6980	\$ -	\$ 775.32	\$ 851.60	\$ 1,533.00	\$ 681.40	55.55%
Comp Hardware/Software Exp	6990	\$ 5,045.02	\$ 4,869.49	\$ 8,283.50	\$ 13,264.00	\$ 4,980.50	62.45%
Fingerprint Fees (HR)	7010	\$ -	\$ 664.00	\$ 464.00	\$ 2,440.00	\$ 1,976.00	19.02%
Fire & Safety Insp Fees	7020	\$ -	\$ 1,990.10	\$ 4,052.43	\$ 3,925.00	\$ 127.43	103.25%
Permit & Licensing Fees	7030	\$ 1,624.00	\$ 6,007.29	\$ 8,537.79	\$ 11,150.00	\$ 2,612.21	76.57%
State License Fee	7040	\$ -	\$ 341.25	\$ 755.00	\$ 400.00	\$ 355.00	188.75%
Professional Services	7100	\$ -	\$ 400.00	\$ 1,400.00	\$ 1,000.00	\$ 400.00	140.00%
Legal Services	7110	\$ 11,705.00	\$ 16,013.04	\$ 36,549.50	\$ 69,150.00	\$ 32,600.50	52.86%
Typeset and Print Services	7115	\$ 12,576.73	\$ 24,123.42	\$ 24,745.80	\$ 45,900.00	\$ 21,154.20	53.91%
Instructor Services	7120	\$ 9,715.00	\$ 64,272.77	\$ 77,184.60	\$ 168,426.00	\$ 91,241.40	45.83%
PERS Admin Fees	7125	\$ 78.47	\$ 721.52	\$ 563.18	\$ 1,550.00	\$ 986.82	36.33%
Audit Services	7130	\$ 1,000.00	\$ 8,000.00	\$ 6,000.00	\$ 17,260.00	\$ 11,260.00	34.76%
Medical & Health Svcs (HR)	7140	\$ -	\$ 1,325.00	\$ 995.00	\$ 5,500.00	\$ 4,505.00	18.09%
Security Services	7150	\$ 444.60	\$ 4,693.66	\$ 3,422.88	\$ 5,400.00	\$ 1,977.12	63.39%
Entertainment Services	7160	\$ -	\$ 737.53	\$ 1,324.99	\$ 5,000.00	\$ 3,675.01	26.50%
Business Services	7180	\$ 4,427.15	\$ 53,325.88	\$ 56,102.45	\$ 88,600.00	\$ 32,497.55	63.32%
Umpire/Referee Services	7190	\$ -	\$ 710.00	\$ 1,000.00	\$ 2,065.00	\$ 1,065.00	48.43%
Subscriptions	7210	\$ 127.63	\$ 1,118.60	\$ 573.79	\$ 4,508.00	\$ 3,934.21	12.73%
Rents and Leases	7300	\$ -	\$ 2,413.28	\$ -	\$ -	\$ -	0.00%
Rents & Leases Equip	7310	\$ 7,125.80	\$ 9,987.84	\$ 23,044.51	\$ 40,210.00	\$ 17,165.49	57.31%
Bldg/Field Leases & Rental	7320	\$ -	\$ 10.00	\$ -	\$ 120.00	\$ 120.00	0.00%
Event Supplies	7410	\$ 292.79	\$ 845.47	\$ 921.97	\$ 2,000.00	\$ 1,078.03	46.10%
Supplies	7420	\$ 981.67	\$ 4,401.62	\$ 3,111.41	\$ 5,300.00	\$ 2,188.59	58.71%
Bingo Supplies	7430	\$ 828.01	\$ 4,391.44	\$ 4,798.56	\$ 8,500.00	\$ 3,701.44	56.45%
Sporting Goods	7440	\$ 1,170.97	\$ 4,971.00	\$ 2,226.42	\$ 8,586.00	\$ 6,359.58	25.93%
Arts and Craft Supplies	7450	\$ 35.84	\$ 1,358.69	\$ 88.32	\$ 1,940.00	\$ 1,851.68	4.55%
Training Supplies	7460	\$ -	\$ 400.00	\$ 247.00	\$ 2,650.00	\$ 2,403.00	9.32%
Camp Supplies	7470	\$ -	\$ 318.50	\$ 1,143.82	\$ 2,200.00	\$ 1,056.18	51.99%
Small Tools	7500	\$ 1,609.76	\$ 5,771.47	\$ 5,196.03	\$ 6,100.00	\$ 903.97	85.18%
Safety Supplies	7510	\$ 195.54	\$ 1,566.62	\$ 989.28	\$ 4,690.00	\$ 3,700.72	21.09%
Uniform Allowance	7610	\$ 3,389.70	\$ 1,431.58	\$ 6,261.69	\$ 12,600.00	\$ 6,338.31	49.70%
Safety Clothing	7620	\$ 100.43	\$ 739.00	\$ 950.25	\$ 6,054.00	\$ 5,103.75	15.70%
Conference&Seminar Staff	7710	\$ 399.71	\$ 11,142.40	\$ 9,492.51	\$ 21,775.00	\$ 12,282.49	43.59%
Conference&Seminar Board	7715	\$ -	\$ 735.00	\$ 80.00	\$ 2,280.00	\$ 2,200.00	3.51%
Conference&Seminar Travel Exp	7720	\$ -	\$ 1,339.63	\$ 6,639.38	\$ 11,643.00	\$ 5,003.62	57.02%
Out of Town Travel Board	7725	\$ -	\$ 1,111.59	\$ 1,418.82	\$ 7,085.00	\$ 5,666.18	20.03%
Private Vehicle Mileage	7730	\$ 219.06	\$ 1,364.90	\$ 1,455.19	\$ 2,503.00	\$ 1,047.81	58.14%
Transportation Charges	7740	\$ 150.08	\$ 228.01	\$ 150.08	\$ 1,110.00	\$ 959.92	13.52%
Buses/Excursions	7750	\$ 600.00	\$ 3,329.02	\$ 13,353.54	\$ 23,950.00	\$ 10,596.46	55.76%
Tuition/Book Reimbursement	7760	\$ -	\$ -	\$ 925.73	\$ -	\$ 925.73	0.00%
Utilities Gas	7810	\$ 5,682.48	\$ 9,029.69	\$ 14,008.78	\$ 27,488.00	\$ 13,479.22	50.96%
Utilities Water	7820	\$ 19,989.69	\$ 428,113.12	\$ 412,100.84	\$ 816,188.00	\$ 404,087.16	50.49%
Utilities Electric	7830	\$ 13,538.45	\$ 113,106.22	\$ 108,883.80	\$ 237,062.00	\$ 128,178.20	45.93%
Airport Assessment Exp	7840	\$ -	\$ 2,843.00	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Awards and Certificates	7910	\$ 347.35	\$ 8,268.41	\$ 7,864.38	\$ 16,940.00	\$ 9,075.62	46.42%
Meals for Staff Training	7920	\$ 335.48	\$ 1,179.43	\$ 1,404.24	\$ 2,810.00	\$ 1,405.76	49.97%
Employee Morale	7930	\$ 262.24	\$ 487.11	\$ 386.37	\$ 4,250.00	\$ 3,863.63	9.09%

General Ledger
Fund 10 General Fund
January 2019 58%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
COP Debt PV Fields	7950	\$ 20,202.92	\$ 143,738.63	\$ 141,420.42	\$ 242,435.00	\$ 101,014.58	58.33%
Reserve Vehicle Fleet	7970		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
Reserve Computer Fleet	7971		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	100.00%
Reserve Designated Project	7972		\$ 20,000.00	\$ -	\$ -	\$ -	0.00%
Reserve Dry Period	7973		\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	100.00%
Reserve Repair/Oper/Admin	7975		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	100.00%
Services and Supplies		\$ 251,912.51	\$ 1,636,633.26	\$ 1,838,314.96	\$ 3,313,921.00	\$ 1,521,962.72	55.47%
YTD Comparison				\$ 201,681.70			

Capital	8400	\$ -	\$ 610.96	\$ -	\$ -	\$ -	0.00%
Equip/Facility Replacement	8420	\$ -	\$ 33,358.52	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%
Needs Assessment	8422	\$ -	\$ 65,354.89	\$ 1,032.00	\$ -	\$ 1,032.00	0.00%
Bob Kildee Parking Lot	8423	\$ -	\$ 166,295.00	\$ -	\$ -	\$ -	0.00%
Hardwalls GM/HR Offices	8425	\$ -	\$ 15,528.45	\$ -	\$ -	\$ -	0.00%
Charter Oak Windrow	8426	\$ -	\$ 11,025.00	\$ -	\$ -	\$ -	0.00%
Bob Kildee PournPlay	8429	\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	0.00%
Cam Grve Dog PkArtificial Turf	8430	\$ -	\$ 19,312.93	\$ -	\$ -	\$ -	0.00%
Freedom Pk Baseball Flds Desig	8432	\$ -	\$ -	\$ 4,584.05	\$ -	\$ 4,584.05	0.00%
Auditorium Restroom Remodel	8435	\$ -	\$ -	\$ 2,771.41	\$ -	\$ 2,771.41	0.00%
Springville Dog Park Wall	8436	\$ 37,952.93	\$ -	\$ 72,040.79	\$ -	\$ 72,040.79	0.00%
Office Design/Carpet/Server	8440	\$ -	\$ 23,993.01	\$ -	\$ -	\$ -	0.00%
Admin Bldg Roofs #6,#7,Admin	8441	\$ -	\$ 133,091.00	\$ -	\$ -	\$ -	0.00%
Pool Plaster/Fiberglass Resurf	8448	\$ 80,553.11	\$ -	\$ 81,031.10	\$ 135,000.00	\$ 53,968.90	60.02%
Pool Slide Metal Support	8449	\$ 18,689.78	\$ -	\$ 18,689.78	\$ 40,000.00	\$ 21,310.22	46.72%
Bob Kildee Restroom Roof	8450	\$ -	\$ -	\$ 15,613.00	\$ 15,000.00	\$ 613.00	104.09%
Freedom RR/Concession Roof	8451	\$ 23,459.60	\$ -	\$ 23,459.60	\$ 18,000.00	\$ 5,459.60	130.33%
Charter Oak Tree Windrow	8452	\$ 6,562.50	\$ -	\$ 6,562.50	\$ 10,000.00	\$ 3,437.50	65.63%
PV Fields Painting Phase I	8453	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	0.00%
Comm Ctr Exterior Restrooms	8454	\$ 1,185.89	\$ -	\$ 11,142.51	\$ 40,000.00	\$ 28,857.49	27.86%
Bob Kildee Irrigation Pump	8455	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%
Mtr EnclosurEncnt,Fhill,Adolf	8456	\$ -	\$ -	\$ 6,684.24	\$ 24,000.00	\$ 17,315.76	27.85%
Arneill Rnch Park Picnic Area	8457	\$ -	\$ -	\$ 23,507.52	\$ 25,400.00	\$ 1,892.48	92.55%
Pitts Ranch Park Pavilion	8458	\$ -	\$ -	\$ -	\$ 64,000.00	\$ 64,000.00	0.00%
Capital		\$ 168,403.81	\$ 486,169.76	\$ 267,118.50	\$ 403,400.00	\$ 309,283.20	50.11%
YTD Comparison				\$ (219,051.26)			

Total Expenses	\$ 591,189.40	\$ 3,909,421.13	\$ 4,417,858.13	\$ 8,092,909.00	\$ 3,721,407.55	54.59%
YTD Comparison			\$ 508,437.00			

General Ledger
Fund 20 Assessment District
January 2019 58%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 117.27	\$ 677.26	\$ 228.46	\$ 275.00	\$ 46.54	83.08%
Assessment Revenue	5500	\$ 1,936.10	\$ 607,545.55	\$ 632,761.41	\$ 1,108,778.00	\$ 476,016.59	57.07%
Revenue		\$ 2,053.37	\$ 608,222.81	\$ 632,989.87	\$ 1,109,053.00	\$ 476,063.13	57.07%
YTD Comparison				\$ 24,767.06			
Expense							
Full Time Salaries	6100	\$ 1,210.96	\$ 43,862.05	\$ 9,934.60	\$ 21,232.00	\$ 11,297.40	46.79%
Car Allowance	6105	\$ -	\$ 2,776.25	\$ -	\$ -	\$ -	0.00%
Cell Phone Allowance	6108	\$ -	\$ 451.12	\$ -	\$ -	\$ -	0.00%
Retirement	6120	\$ 191.33	\$ 7,549.05	\$ 1,618.44	\$ 3,752.00	\$ 2,133.56	43.14%
Employee Insurance	6130	\$ 166.56	\$ 6,268.94	\$ 1,364.52	\$ 3,707.00	\$ 2,342.48	36.81%
Workers Compensation	6140	\$ 143.70	\$ 4,367.41	\$ 1,108.77	\$ 2,026.00	\$ 917.23	54.73%
Personnel		\$ 1,712.55	\$ 65,274.82	\$ 14,026.33	\$ 30,717.00	\$ 16,690.67	45.66%
YTD Comparison				\$ (51,248.49)			
Services and Supplies							
Incidental Costs Assess	6709	\$ -	\$ 15,426.15	\$ 9,776.34	\$ 31,660.00	\$ 21,883.66	30.88%
Tree Care Assess	6719	\$ -	\$ 4,687.50	\$ 32,475.00	\$ 30,000.00	\$ 2,475.00	108.25%
Contracted LS Services	6720	\$ 54,977.66	\$ 207,424.02	\$ 252,296.81	\$ 473,568.00	\$ 221,271.19	53.28%
Park Amenities Assess	6722	\$ -	\$ 15,150.43	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%
ActiveNet Charges	6950	\$ -	\$ 54.00	\$ 78.00	\$ 60.00	\$ 18.00	130.00%
Approp Redev/Collection Fees	6960	\$ -	\$ -	\$ 1,556.06	\$ 7,500.00	\$ 5,943.94	20.75%
COP Debt PV Fields	7950	\$ -	\$ 247,859.38	\$ 246,409.38	\$ 511,409.00	\$ 264,999.62	48.18%
Expense		\$ 54,977.66	\$ 490,601.48	\$ 542,591.59	\$ 1,074,197.00	\$ 536,591.41	50.51%
YTD Comparison				\$ 51,990.11			
Total Expenses		\$ 56,690.21	\$ 555,876.30	\$ 556,617.92	\$ 1,104,914.00	\$ 553,282.08	50.38%
YTD Comparison				\$ 741.62			

General Ledger
Fund 30 Park Dedication Fee (Quimby Fee)
January 2019 58%

Description	Account	Period Amount	One Year Prior Actual	Year to Date	Budget	Budget Remaining	% of Budget Used
Revenue							
Interest Earnings	5310	\$ 241.74	\$ -	\$ 23,873.43	\$ 23,600.00	\$ 273.43	101.16%
MBS Interest Earnings	5320	\$ 343.34	\$ -	\$ 5,990.14	\$ -	\$ 5,990.14	0.00%
Park Dedication Fees	5400	\$ 50,291.16	\$ -	\$ 50,291.16	\$ -	\$ 50,291.16	0.00%
Revenue		\$ 50,392.76	\$ -	\$ 80,154.73	\$ 23,600.00	\$ 56,554.73	339.64%
Expenses							
		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Valle Lindo Restroom/Pavilion	8444	\$ -	\$ -	\$ -	\$ 425,000.00	\$ 425,000.00	0.00%
Nancy Bush Park Playground	8445	\$ -	\$ -	\$ 63,161.45	\$ 250,000.00	\$ 186,838.55	25.26%
Nancy Bush Park Picnic Area	8446	\$ -	\$ -	\$ 16,650.60	\$ 45,600.00	\$ 28,949.40	36.51%
Nancy Bush Park Pavilion	8447	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 65,000.00	0.00%
Freedom Baseball Fields	8459	\$ 54.21	\$ -	\$ 1,718.18	\$ 1,100,000.00	\$ 1,098,281.82	0.16%
Mel Vincent Park Restrooms	8460	\$ -	\$ -	\$ -	\$ 110,000.00	\$ 110,000.00	0.00%
Capital		\$ 54.21	\$ -	\$ 81,530.23	\$ 1,995,600.00	\$ 1,914,069.77	4.09%

PARK DEDICATION FEES (QUIMBY)

Date Received	Amount	Developer	Amount Used	Amount Earmarked	Balance	Sunset Date
7/31/2014	\$ 615,709.00	AMLI	\$ 79,812.05	\$ -	\$ 535,896.95	7/31/2019
1/15/2015	\$ 2,250,489.00	Fairfield Camarillo LLC	\$ 1,718.18	\$ -	\$ 2,248,770.82	1/31/2020
8/8/2016	\$ 2,649,209.00	Elacora Mission Oaks	\$ 189,887.74	\$ -	\$ 2,459,321.26	8/8/2021
8/10/2016	\$ 474,353.00	KB Homes	\$ -	\$ -	\$ 474,353.00	8/10/2021
6/7/2018	\$ 21,612.25	Crestview	\$ -	\$ -	\$ 21,612.25	6/7/2023
6/29/2018	\$ 96,391.39	Aldersgate Construction	\$ -	\$ -	\$ 96,391.39	6/29/2023
1/11/2019	\$ 50,291.16	Aldersgate Construction	\$ -	\$ -	\$ 50,291.16	1/11/2024
Total	\$ 6,158,054.80		\$ 271,417.97	\$ -	\$ 5,886,636.83	

**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: March 6, 2019

SUBJECT: CONSIDERATION FOR SETTING DATES FOR BUDGET WORKSHOPS

SUMMARY

In preparation of the upcoming fiscal year budget, every year staff and the Board of Directors hold budget workshops to review revenue and expenses for the upcoming fiscal year. At this time the Board of Directors will make changes to the budget they see as necessary in preparation of the budget adoption which will take place at the July 3, 2019 Regular Board Meeting.

BACKGROUND

During budget season the Board has met in the months of April and May to discuss the development of the upcoming budget year. The workshops assist staff in the development of the annual budget and in establishing priorities for the upcoming fiscal year. The meeting is led by staff with each department head presenting on a pre-determined evening. The workshops will be held on a Thursday evening beginning at 5:00 p.m. at the Community Center.

The first budget workshops will be held on April 25th followed by May 2nd and May 16th beginning at 5:00 p.m. Staff will conclude the workshop on May 16th and make any necessary changes to their budgets per Board direction and bring the preliminary budget to the June 5th Board Meeting for approval.

ANALYSIS

From a staff perspective, the meetings are beneficial. They provide an opportunity to review and discuss the upcoming budget. Should the Board agree, the Clerk of the Board will survey the Board members to determine if all Board Members are available April 25th, May 2nd and May 16th, 2019.

Budget Workshop Date	Location
Thursday, April 25 th	Senior Center
Thursday, May 2 nd	Senior Center
Thursday, May 16 th	Room #7

FISCAL IMPACT

There is no anticipated fiscal impact to the District from this recommendation.

RECOMMENDATION

It is recommended that the Board consider setting dates for the budget workshops.

**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: March 6, 2019

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

RECOMMENDATION

It is recommended that 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)

**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: March 6, 2019

**SUBJECT: APPROVE RESOLUTION NO. 616 TO CONTINUE THE
LOCAL EMERGENCY THAT RESULTED DUE TO THE
HILL FIRE 2018**

SUMMARY

On November 8, 2018 the District sustained significant damage to the Camarillo Grove Park due to a vegetation fire. A Local and Federal Emergency was declared which would allow the District to receive assistance for the necessary replacement and repairs needed at Camarillo Grove Park to return the park to its original status prior to the fire. The following resolutions have been approved to continue the local emergency:

Resolution No. 603	Declare Local Emergency	11/16/2018
Resolution No. 605	Continue Local Emergency	12/06/2018
Resolution No. 609	Continue Local Emergency	01/02/2019
Resolution No. 612	Continue Local Emergency	02/06/2019

BACKGROUND

On the afternoon of November 8, 2018, a vegetation fire started in Hill Canyon, Thousand Oaks, CA. The fire spread due to high Santa Ana winds and burned into Camarillo Grove Park, a park owned by the Pleasant Valley Recreation and Park District. The park sustained significant damage to the dog park, trees, fencing, and signage. The park trail system of 1.75 miles was also damaged and a play structure was a total loss.

On November 9, 2018, California Parks and Recreation Indemnity (CAPRI) was notified by District staff of the damage that Camarillo Grove Park sustained due to the fire and the necessary paperwork along with photos sent to CAPRI.

On November 16, 2018, the Board of Directors approved Resolution No. 603, declaring a local emergency which would allow Pleasant Valley Recreation and Park District to be eligible for either state or federal funding when it becomes available. The Local Emergency declaration must be reviewed by the Board of Directors at each regular board meeting and each time the emergency can either be declared to be continued or to be terminated.

On December 6, 2018, the Board of Directors approved Resolution No. 605 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

On January 2, 2019, the Board of Directors approved Resolution No. 609 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

On February 6, 2019, the Board of Directors approved Resolution No. 612 to continue the local emergency for the replacement/repairs needed at Camarillo Grove Park.

ANALYSIS

After staff undertook an assessment of the damage to the park, a call out was posted on social media asking for volunteers to help with the cleanup. Between staff and volunteers, clearing dead/burned trees and vegetation has started, including the placement of sandbags on the trail to help prevent erosion in the event of future rain storms. West Coast Arborist has assessed the trees and a total of 90 to 100 trees need to be trimmed and 22 trees need to be removed.

The General Manager, Park Services Manager and Administrative Services Manager met with CAPRI insurance and McLarens Insurance the week of November 26, 2018 to assess the damage and coverage regarding the claim.

The District has been assigned a disaster recovery number and has begun the process with Federal Emergency Management Agency (FEMA) regarding any cost the District's insurance carrier may not cover.

The debris removal is almost completed at the park and the District is working on replacing fencing, artificial turf, some trees (saplings) along with working on getting the play structure replaced. Staff is meeting weekly with a Cal OES/FEMA representative to review progress of the repairs/replacement.

FISCAL IMPACT

No fiscal impact with this action.

RECOMMENDATION

It is recommended the Board approve Resolution No. 616 declaring the continuation of the local emergency that was declared on November 16, 2018 in order to allow staff to start/complete necessary repairs and/or maintenance to Camarillo Grove Park which sustained significant damage during the Hill Fire on November 8, 2018.

ATTACHMENTS

- 1) Resolution No. 616 (2 pages)

RESOLUTION NO. 616

**A RESOLUTION OF THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT
DECLARING THAT LOCAL EMERGENCY (2018 HILL FIRE)
CONDITIONS REMAIN AND DIRECTING THAT THE WORK NECESSARY TO
MAKE REPAIRS AT CAMARILLO GROVE PARK WITHOUT NOTICE FOR BIDS
CONTINUE PURSUANT TO CALIFORNIA PUBLIC CONTRACT
CODE SECTION 22050**

WHEREAS, at a special meeting of the Board of Directors of the Pleasant Valley Recreation and Park District conducted on Friday, November 16, 2018, the Board of Directors adopted Resolution No. 603 to authorize emergency repairs to Camarillo Grove Park without notice for bids pursuant to California Public Contract Code Sections 1102, 20168, and 22050; and

WHEREAS, the spread of the Hill Fire to Camarillo Grove Park caused destruction which created an emergency which requires immediate repairs to prevent flooding and landslides when the winter rains start and does not permit the District the minimum three-month delay which would result from the District undertaking a competitive solicitation for bids for this repair work; and

WHEREAS, the Board of Directors has heard a report from District staff on the status of the repairs to Camarillo Grove Park, which report justifies why the emergency will not permit the delay which would result from seeking competitive bids and why the immediate repair of the park is necessary to respond to the emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(c), the Board of Directors has reviewed the District's emergency action to determine whether there is a need to continue the emergency repairs without giving notice for bids to award a contract for this repair work.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY
RECREATION AND PARK DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The Recitals above are true and correct and hereby incorporated by reference as if fully set forth herein.

Section 2. That the Board of Directors finds, by at least a four-fifths vote, that the facts set forth above and the report from District staff demonstrate that the emergency condition remains and that such emergency condition does not permit the delays which would result from a competitive solicitation for bids as the immediate repair of Camarillo Grove Park remains necessary to respond to the emergency conditions.

Section 3. That the General Manager and Administrative Services Manager are hereby authorized to execute applications and are hereby granted the authority to undertake or order such actions as they deem necessary to cause the needed repairs to Camarillo Grove Park to be made. The General Manager is authorized to execute a contract for the needed work with a qualified contractor for its immediate acceptance and the commencement of performance thereunder.

Section 4. The General Manager shall cause a further report on the status of this emergency work to be agendized at each Board meeting until after the repair work has been completed or this Board finds that the emergency conditions have ceased to be present. [Note: the State of Emergency must be reviewed at regularly scheduled meetings until terminated.]

This resolution was adopted on March 6, 2019.

Ayes:

Noes:

Absent:

Robert Kelley, Chairman, PVRPD Board of Directors

ATTESTED:

Dr. Neal Dixon, Secretary, PVRPD Board of Directors

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

TO: BOARD OF DIRECTORS

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

DATE: March 6, 2019

**SUBJECT: REVISED POSITION DESCRIPTION – AQUATIC CENTER
ASSISTANT MANAGER**

RECOMMENDATION

It is recommended the Board approve the updates made for the position of Aquatic Center Assistant Manager.

BACKGROUND

District staff annually reviews current and previous job descriptions used throughout the District. While reviewing our classifications for 2019 it was noticed that the position of Aquatic Center Assistant Manager has not been recently updated.

ANALYSIS

Since the last time this position was reviewed there have been some changes in the requirements for Lifeguard. It is now required that lifeguards have their Title 22 certification. Staff has also updated the Education and Experience paragraph. In the past we have required that applicants possess a minimum of an Associates Degree with lifeguard skills as being desirable; this requirement now asks for a High School Diploma or equivalent with a minimum of two years of lifeguard experience.

The Aquatic Center Assistant Manager is a Part-Time position with a maximum number of hours of 960 per fiscal year. The salary range for this position will not be updated at this time and it will remain at \$13.86 to \$18.27 per hour.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board approve the updates made for the position of Aquatic Center Assistant Manager.

ATTACHMENTS

- 1) Aquatic Center Assistant Manager Job Description (2 pages)



Pleasant Valley Recreation and Park District Job Description

Job Title:	Aquatic Center Assistant Manager	Category:	Staff
Department:	Recreation	Prepared Date:	February 2019
Reports To:	Recreation Supervisor	Approved by:	
FLSA Status:	Non-Exempt	Approved Date:	

SUMMARY: Under general supervision, this position performs a variety of complex and responsible aquatic and administrative duties to assist management and operation of a fast paced, indoor aquatic center in accordance with District policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Includes the following, with a focus on high quality customer service, in depth knowledge of aquatics and overall facility management and operation. Performs additional duties as assigned:

- Represent self, District and Aquatic Center in a professional manner.
- Possess excellent oral and written communication skills.
- Possess strong math skills with the ability to apply basic addition and subtraction as well as calculate figures and amounts such as percentages, discounts, and fractions with a high degree of accuracy and detail.
- Possess excellent cash handling skills to prepare and complete daily cash report and deliver money to bank.
- Accurately check biweekly timecards for aquatic staff and submit to supervisor.
- Plan, coordinate and conduct staff trainings and in-services to a team of 25-50 lifeguards in coordination with the Recreation Supervisor.
- Prepare and review weekly employee schedules using online scheduling system.
- Manage overall operation of aquatic center, staff, daily activities and programs.
- Organize and manage large year-round comprehensive swim lesson program.
- In coordination with Recreation Supervisor - plan, develop and conduct a variety of aquatic related activities, programs, classes and events.
- Schedule and arrange facility activities, rentals, maintain records, prepare invoices, prepare and submit program evaluations and department reports.
- Prepare a variety of brochures, calendars, posters, flyers and related communication material to market District programs.
- Assist with reviewing and proofing the District Activity Guide, website, brochures and other related material.
- Ensure the application of and compliance with established District Policies and Procedures.
- Observes safety and security procedures; reports potentially unsafe conditions; uses equipment and materials properly.
- Maintain an open and effective system of communication throughout the Aquatics Division and other divisions within the Recreation Services Department.
- Successfully and accurately learn and use District online registration system.
- Work cohesively with other Departments within the Pleasant Valley Recreation and Park District.
- Perform a variety of miscellaneous duties such as answering phones, typing correspondence, data entry, picking up supplies needed for activities, collecting fees, Lifeguard and teach swim lessons when needed.
- Perform other duties as assigned.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



Pleasant Valley Recreation and Park District Job Description

EDUCATION and/or EXPERIENCE: A High School Diploma or GED with minimum of two years of lifeguard experience, or equivalent combination of education and experience. Previous supervisory, facility management, or college coursework highly desirable.

CERTIFICATES, LICENSES, REGISTRATIONS: American Red Cross certifications: Lifeguard, First Aid and CPR for the Professional Rescuer with Title 22 required and obtain Water Safety Instructor (WSI) certification within 12 months of employment; American Red Cross Lifeguard Instructor certification, Certified Pool Operator or Aquatic Facility Operator desirable. Position requires some amount of driving, therefore, must own a vehicle or have daily access to a vehicle, and possess a valid Driver's License with a clean California Department Motor Vehicle record, and maintain appropriate insurance on vehicle used in the course of business duties. Position may involve driving to events as a representative of the District.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee is required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. While performing the duties of this job, the employee is regularly required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; talk or hear and taste or smell; climb and balance.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Works inside and outside in seasonal climate and weather conditions; works on slippery surfaces, where water and swimming pool chemicals are frequently encountered; may drive a vehicle to different locations; works irregular schedules including evenings, weekends, and holidays; and subject to emergency situations.

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, Recreation Services Manager

DATE: March 6, 2019

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 617, AN APPLICATION FOR THE KATE SVITEK MEMORIAL FOUNDATION GRANT

SUMMARY

The Kate Svitek Memorial Foundation's mission is to provide financial support to individuals, groups, and institutions whose interests and goals align with Kate's hopes and dreams. To be considered for a grant, each applicant must demonstrate how the use of the funds would be consistent with the Foundation's mission to promote and underwrite a range of activities and education principally related to outdoor and wilderness exploration study, observation, preservation, improvement, expansion, and enhancement.

BACKGROUND

The Pleasant Valley Recreation and Park District ("District") promotes a wide range of nature-based and outdoor educational opportunities. As part of this, the District participates in the American Hiking Society's annual "National Trails Day®" event on the first Saturday of June. This event, designed to connect more people to trails and public lands, celebrated its 50th anniversary in 2018. Last year, the District partnered with the California Conservation Corps and various community volunteers to continue improving trails at Camarillo Grove Park.

ANALYSIS

Due to the Hill Fire in November 2018, the Camarillo Grove Park trail system lost about 85% of the plants and trees. Trails have remained closed since the fire and partial opening may happen by the end of March.

This grant application is to be used in conjunction with National Trails Day® to expand and expedite the recovery efforts at Camarillo Grove Park. Seventy five hundred dollars (\$7,500) is being requested as part of this grant to support the following goals and objectives:

- Provide an outdoor learning community event
- Help rebuild Camarillo Grove Park trail system
- Provide a positive outdoor experience for families and individuals
- Acquire native plants and trees for the trail
- Continued development and management of volunteer opportunities
- Removal of sandbags

The approval of Resolution No. 617 is not required in order to submit an application. The application deadline is March 15, 2019 with funding announcements made by April 15th.

FISCAL IMPACT

There is no fiscal impact from this action as there is no match requirement.

RECOMMENDATION

It is recommended the Board approve Resolution No. 617, an application for the Kate Svitek Memorial Foundation Grant.

ATTACHMENT

- 1) Resolution No. 617 (1 page)

RESOLUTION NO. 617

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT
APPROVING THE APPLICATION FOR GRANT FUNDS
FROM THE KATE SVITEK MEMORIAL FOUNDATION GRANT PROGRAM**

WHEREAS, Pleasant Valley Recreation and Park District [District] owns and operates Camarillo Grove Park, a 24.55-acre park with hiking trails, picnic areas, a dog park, and a visitor center, and

WHEREAS, the District promotes the general welfare and fitness of its constituents and all those who take part in District programming through staff-taught outdoor and nature education, and

WHEREAS, the District utilizes Camarillo Grove Park to educate the public about natural landscapes, native plant and animal species, and environmental stewardship, and

WHEREAS, the Kate Svitek Memorial Foundation Grant has made available funding to promote and underwrite a range of activities and education principally related to outdoor and wilderness exploration study, observation, preservation, improvement, expansion, and enhancement.

NOW THEREFORE BE IT RESOLVED that the *Pleasant Valley Recreation and Park District Board of Directors* hereby:

Approves the filing of an application for the Kate Svitek Memorial Foundation Grant Program funding.

This resolution was adopted on March 6, 2019.

Ayes:
Noes:
Absent:

Robert Kelley, Chairman, PVRPD Board of Directors

ATTESTED:

Dr. Neal Dixon, Secretary, PVRPD Board of Directors

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

TO: BOARD OF DIRECTORS

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

DATE: March 6, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF THE
SPECIFICATIONS FOR THE VALLE LINDO
RESTROOMS REMODEL PROJECT AND
AUTHORIZATION TO INITIATE THE PUBLIC BID
PROCESS**

SUMMARY

The Board appropriated Quimby funds in the amount of \$425,000.00 to design and remodel the existing restrooms at Valle Lindo Park. As part of the required modifications, Leach Mounce Architects has designed plans to retrofit the existing building to include separate men's and women's restrooms which will be ADA compliant and redesign and/or modify the attached pavilion.

BACKGROUND

On October 3, 2018 the Board approved the Request for Proposals (RFP) for the architectural design of the Valle Lindo restroom remodel. At the December 6, 2018 Board meeting, staff asked the Board to approve the selected architect to design and draw new construction plans for the Valle Lindo restrooms.

On February 6, 2019 the architectural plans were presented to the District Board. The Board approved the design concepts however, they requested the architect reconfigure the men's restroom to either accommodate a second urinal or install a trough to accommodate two users due to the high volume of usage at Valle Lindo Park. Leach Mounce Architects redesigned the door entry and was able to add a trough while still maintaining the ADA requirements for the men's restroom.

ANALYSIS

The existing design of the building consists of four (4) narrow restroom stalls (3' x 5'), a storage room as well as a pavilion with no shade. The revised drawings will consist of a women's restroom with three (3) toilets stalls, a sink and a changing table; the men's restroom will have one (1) toilet, one (1) trough, a sink and a changing table and both will meet ADA requirements. The exterior of the building will be sand blasted to bring back the original look of the block walls and the pavilion will have 2' x 6' lumber for added shade.

The scope of work will include the demolition phase and construction phase. Demolition will include the removal of all materials, saw cutting of concrete where it needs to be replaced and for future plumbing, removal of wood facia board and roof, electrical sub-panel relocation and sand

blasting of the whole building. The scope of construction will include infill footings, install doors, wood facia, new plumbing, partitions, new roofing, stucco repair, paint, and electrical.

TIME LINE

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

Request for Proposals released:	March 11, 2019
Mandatory job walk:	March 21, 2019, 10:00 am
Questions in by:	March 29, 2019, 12:00 pm
Proposals must be received by:	April 3, 2019, 2:00 pm
Contract award:	May 1, 2019
Project start date approx.:	May 20, 2019
Project completion date no later than:	August 9, 2019

FISCAL IMPACT

The engineers' estimate for this project is Two Hundred Sixty-Two Thousand dollars (\$262,000). The District's Quimby Funds currently have five million, nine hundred seventy thousand, one hundred fifty-four dollars (\$5,970,154). The District funding is sufficient to initiate the bidding process.

RECOMMENDATION

It is recommended that the Board of Directors approve the plans and specifications for the Valle Lindo Restroom Remodeling project and authorize staff to initiate the public bidding process.

ATTACHMENTS

- 1) Bid Plan Specifications (239 pages)
- 2) Cost Estimate of Construction (1 page)
- 3) Notice Calling for Bids (1 page)
- 4) RFP (3 pages)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

VALLE LINDO RESTROOM REMODEL

FISCAL YEAR 2018-2019

SPEC NO. VL-2019-1

BID OPENING: March 11, 2019, AT 10:00 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

VALLE LINDO RESTROOM REMODEL

SPEC NO. VL-2019-1

FISCAL YEAR 2018-2019

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT

Valle Lindo Restroom Remodel

SPEC NO. VL-2019-1

FISCAL YEAR 2018-2019

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

FOR THE

**VALLE LINDO RESTROOM REMODEL
SPEC NO. VL-2019-1**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 2:00 pm on April 3, 2019 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:

**VALLE LINDO RESTROOM REMODEL
SPEC NO. VL-2019-1**

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

The words "**VALLE LINDO RESTROOM REMODEL, SPEC. NO. VL-2019-1**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **Thursday, March 21, 2019, at 10:00 A.M.**, at the project site, 889 Aileen 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 VALLE LINDO RESTROOM REMODEL. The work will take place at 889 Aileen St. Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **VALLE LINDO RESTROOM REMODEL is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER'S ESTIMATE FOR THIS VALLE LINDO RESTROOM REMODEL IS: \$262,000

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Eighty-Four (84) consecutive working days and all Invoices will be turned in by August 12, 2019** on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Proposals released,	March 11, 2019	
Mandatory job walk,	March 21, 2019	10:00am
Questions in by,	March 29, 2019	12:00pm
Proposals must be received by,	April 3, 2019	2:00pm
Contract award,	May 1, 2019	
Project start date approx.	May 20, 2019	
Project completion date no later than,	August 9, 2019	
Rain Days will be reviewed		

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this VALLE LINDO RESTROOM 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 VALLE LINDO RESTROOM REMODEL. To register to bid on this project, email the Parks Services Manager at bobc@pvrpd.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 VALLE LINDO RESTROOM REMODEL, SPEC NO. VL-2019-1.**

BID QUESTIONS: All bid questions shall be submitted by email to both the **Parks Services Manager** at bobc@pvrpd.org and **Architect Matt Huntington** at [Matt Huntington matt@leachmouncearchitects.com](mailto:matt@leachmouncearchitects.com) no later than **March 29, 2019, 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 VALLE LINDO RESTROOM 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 VALLE LINDO RESTROOM REMODEL, SPEC NO. VL-2019-1.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **VALLE LINDO RESTROOM REMODEL, SPEC NO. VL-2019-1.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the Clerk of the Board. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

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

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

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

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

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

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

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the Valle Lindo Restroom 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 Valle Lindo Restroom 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 Valle Lindo Restroom 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 Valle Lindo Restroom Remodel project who is brought onto or involved in the Valle Lindo Restroom 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 Valle Lindo Restroom 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 VALLE LINDO RESTROOM 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

VALLE LINDO RESTROOM REMODEL

SPEC NO. VL-2019-1

FISCAL YEAR 2018-2019

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
VALLE LINDO RESTROOM REMODEL

SPEC NO. VL-2019-1

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**VALLE LINDO RESTROOM REMODEL, SPEC NO. VL-2019-1**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**VALLE LINDO RESTROOM REMODEL PROJECT, SPEC NO. VL-2019-1**", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT
VALLE LINDO RESTROOM REMODEL
SPEC NO. VL-2019-1**

BID SCHEDULE

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Bid Alternate					
4.	Concrete Paving					
5.	Common Work Results for Electrical					
6.	Low Voltage Electrical Power Conductors and Cables					
7.	Grounding and Bonding					
8.	Raceways and Boxes					
9.	Underground Ducts and Raceways for Electrical System					
10.	Low Voltage Transformers					
11.	Panelboards					
12.	Wiring Devices					
13.	Installation of Mechanical General Requirements					
14.	Sanitary, waste and vents					
15.	Cold Water System					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
16.	Plumbing Fixtures and Equipment					
17.	Valves					
18.						
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 _____, 2019, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

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

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

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

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

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

(9) List at least Three (3) completed Facilities within the last five (5) 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 Valle Lindo Restroom 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 VALLE LINDO RESTROOM 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.

**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 "VALLE LINDO RESTROOM REMODEL PROJECT, SPEC NO. VL-2019-1" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

ARTICLE III: All work to be done under this contract shall be completed within **Eighty-Four (84) 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 _____, 2019

By: _____
_____, Chairman

ATTEST:

_____, Clerk of the Board

Dated _____, 2019

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **VALLE LINDO RESTROOM REMODEL PROJECT, SPEC NO. VL-2019-1;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

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 the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the 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_____, 2019

_____ **PRINCIPAL**

_____ **SURETY**

Address of Surety: _____

_____ CITY STATE ZIP

_____ TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

**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:

VALLE LINDO RESTROOM REMODEL

SPEC NO. VL-2019-1

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

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

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

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

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

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

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

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

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

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

Labor Code Section 3700

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

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

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

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

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

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

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

APPRENTICESHIP REQUIREMENTS

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

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

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

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

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

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS VALLE LINDO RESTROOM 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 889 Aileen 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 work days as defined in Section 6-7.2 (S.S.P.W.C.).

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

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

VALLE LINDO RESTROOM REMODEL FISCAL YEAR 2018-2019

SPEC NO. VL-2019-1

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 Eighty-Four days (84) **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 VALLE LINDO RESTROOM 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 VALLE LINDO RESTROOM 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 insure the quality of the work.

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

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
VALLE LINDO RESTROOM REMODEL
SPEC NO. VL-2019-1**

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.

Appendix A Technical Specifications

**Pleasant Valley Recreation
& Park District
Valle Lindo Park Restroom**

Jan. 21, 2019

Prepared By



Leach Mounce Architects

architecture planning interiors
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SECTION 01100

SUMMARY

PART 1 GENERAL

1.03 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02225.
- B. Not Used
- C. Remodel the Valle Lindo Park Restroom
- D. Plumbing: new construction
- E. HVAC: None
- F. Electrical Power and Lighting: new construction
- G. Fire Suppression Sprinklers: None
- H. Fire Alarm: None
- I. Telephone: None
- J. Data and Computer Network: None

1.04 WORK BY OWNER

- A. NA

1.05 OWNER OCCUPANCY

- A. The District intends to occupy the Project upon Substantial Completion: "***The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.***"
- B. Cooperate with the District to minimize conflict and to facilitate the District operations.
- C. Schedule the work to accommodate the City occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.

A. GENERAL

- 1. Contractor shall at all times conduct the work so as to impose no hardship on the District or others engaged in the City's work nor cause any unreasonable delay or hindrance thereto.
- 2. Construction activities will be scheduled to minimize disruption to the District and to District's users.
- 3. The Contractor may not interrupt any utilities without prior written permission from the District. Requests for utility shutdowns shall be submitted a minimum of 72 hours in advance of the requested shutdown date.

B. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- 1. Locate all known existing utility installations before proceeding with construction operations which may cause damage to such installations. The existing utilities

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shall be protected and maintained in continual service at the Contractor's expense. Where existing utilities cross or are adjacent to the work of this contract, the Contractor shall notify the City's Representative a minimum of 48 hours in advance of commencement of work. The Contractor shall locate the existing utility(s) by exploration; repair of damage to existing utility(s) shall be at the Contractor's expense.

2. In the event that undocumented existing structures or utilities are encountered, the contractor shall immediately notify the City's Representative and request direction concerning how to proceed with the work.
3. Should the Contractor damage any existing structure or utility, the Contractor shall take immediate action to ensure the safety of both persons and property.
4. Contractor shall visit the site and thoroughly familiarize itself with existing conditions.
5. Contractor shall include all necessary pipe offsets, fittings, etc. as required to complete the work in the base bid. No additional costs due to the Contractor's failure to survey existing conditions and review available record drawings will be allowed.
6. Contractor shall note all utility items (utility meters, junction boxes, valve boxes) at or above grade in the vicinity of the project site prior to commencing with trenching operations. These items indicate the presence of underground utilities in the area shall be located and kept in continual service. This requirement shall apply regardless of inclusion of these utilities on existing record documents.
7. When cutting, removal or alteration of existing work is required to form connections with new work or otherwise to meet the requirements of the contract documents, perform such work so as not to damage the work that will remain in place.
8. Contractor shall provide all necessary materials, equipment and labor to adequately protect existing structures, floors, architectural finishes and utilities which may be impacted by the work of this contract.

C. ALLOWABLE WORK SCHEDULE

1. Normal construction activities shall be performed Monday through Friday between the hours of 7:00 am and 5:00 pm.
2. Shutdown of existing utilities or other activities which impact District operations shall be scheduled in advance with the District's Representative in accordance with paragraph 1.05.A.3 above, and shall be scheduled during off-hours at the discretion of the District and at no additional cost to the District.
3. Contractor shall submit an "Off-hours work Schedule Request Form" a minimum of 72 hours prior to any anticipated weekend or holiday work. A form must also be submitted for work outside of normal working hours. off hours work shall not be performed without prior approval by the District

CI. SITE DECORUM

1. Contractor is to control the conduct of labor forces and prevent unwanted interaction initiated by workers with the District staff, Visitors or other individuals other than those associated with the project.
2. In the event that any worker initiates unwanted interaction, utilizes profanity, or (in the opinion of the District's Representative) conducts him/herself in an offensive or unprofessional manner, the Contractor shall immediately remove the worker from the project and replace said worker with another of equivalent technical skill at no additional cost to the District.

SUMMARY
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3. No smoking is allowed on the job site
4. No radios, other than 2-way communication type, shall be allowed on the project site.

E. ACCESS PANELS

1. The contractor is responsible for locating, providing and installing all access panels required by mechanical, electrical and all other systems.
2. Coordinate locations, types and installation of all access panels and supply any not specified under other sections.

F. CONFLICTS

1. Should a conflict occur between various drawings or between drawings and specifications or between various specification sections, contractor is deemed to have estimated the most expensive method of construction unless a written decision from the Engineer or Owners Representative has been received which describes an alternate method or materials.

1.07 WORK SEQUENCE

- A. Contractor shall substantially complete (see section 1.05 above) the new building
- B. Contractor shall coordinate construction schedule and operations with the District .

END OF SECTION

**SUMMARY
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SUMMARY
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SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References and standards.
- B. Mock-ups.
- C. Control of installation.
- D. Tolerances.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 RELATED REQUIREMENTS – Not used

1.3 REFERENCE STANDARDS

- A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2001.
- B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2006a.
- C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Unit Masonry; 2006.
- D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2004a.

1.4 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Design Data: Submit for the Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for the City's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to the Engineer and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.

- j. Conformance with Contract Documents.
 - k. When requested by the Engineer, provide interpretation of results.
 - 2. Test report submittals are for the Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for the City's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to the Engineer, in quantities specified for Product Data.
- 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to the Engineer.
- DI. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start up, adjusting, and finishing, for the District's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- DII. Manufacturer's Field Reports: Submit reports for the Engineer's benefit as contract administrator or for the District.
- 1. Submit report in duplicate within 30 days of observation to the Engineer for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- DIII. Erection Drawings: Submit drawings for the Engineer's benefit as contract administrator or for the District.
- 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by the Engineer or the District.

1.5 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING AND INSPECTION AGENCIES

- A. The District will employ the services of an independent testing agency to perform verification testing and special inspections and payment for the cost of these services will be made by the District. Contractor will be back charged by the District for retesting required if initial testing

QUALITY REQUIREMENTS

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results indicate that the work does not conform to the requirements of the Construction Documents. It shall be the Contractors responsibility to establish it's own quality control procedures to ensure that the work conforms to the requirements of the Contract Documents.

- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing such as Cable Continuity, etc. See individual specification sections for specific requirements.
- D. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by the Engineer and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from the Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

- A. Testing Agency Duties:

1. Provide qualified personnel at site. Cooperate with the Engineer and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify the Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 5. Perform additional tests and inspections required by the Engineer.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify the Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with the City's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by the Engineer.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and systems as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

**QUALITY REQUIREMENTS
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SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Not Used
- C. Re-use of existing products.
- D. Transportation, handling, storage and protection.
- E. Product option requirements.
- F. Substitution limitations and procedures.
- G. Procedures for the District - supplied products.
- H. Spare parts and maintenance materials.

1.02 RELATED REQUIREMENTS

- A. Section 01100 - Summary:
- B. Section 01400 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

- A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.
- B. CAN/CSA Z809 - National Standard for Sustainable Forest Management; CSA International Inc.; 2002.
- C. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2000.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2008.
- E. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

PART 2 PRODUCTS

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Have longer documented life span under normal use.
 - 3. Result in less construction waste.
- D. Regionally-Sourced Products:
 - 1. Specific Product Categories: Provide regionally-sourced products as specified elsewhere.
 - 2. Indicate location of manufacture; in all cases indicate location of final assembly; for harvested products, indicate location of harvest; for extracted (i.e. mined) products, indicate location of extraction; for products involving multiple manufacturing steps, indicate all locations of manufacture or assembly; provide manufacturer or supplier certification of

location information.

- E. Products with Recycled Content:
1. Overall Project Requirement: Provide products with recycled content such that the sum of post-consumer recycled content plus one-half of the post-industrial recycled content constitutes at least 10 percent (2 points) of the total value of all products installed, except mechanical and electrical components.
 2. Specific Product Categories: Provide recycled content as specified elsewhere.
 3. Calculations: Where information about recycled content is required to be submitted:
 - a. Determine percentage of post-consumer and post-industrial content separately, using the guidelines contained in 16 CFR 260.7(e).
 - b. Previously used, reused, refurbished, and salvaged products are not considered recycled.
 - c. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
 - d. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of all material in the item.
 - e. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.
 4. State unit cost, post-consumer and post-industrial content percentages, quantity installed, total material cost, and total recycled content value; attach evidence of contents from either manufacturer or an independent agency.
- F. Aerosol Adhesives:
1. Provide only products having lower volatile organic compound (VOC) content than required by GreenSeal GS-36.
 - a. Require each installer to certify compliance and submit product data showing product content.
 2. Specific Product Categories: Comply with limitations specified elsewhere.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Not used
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the

**PRODUCT REQUIREMENTS
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- Work to be complete with no additional cost to the District.
4. Waives claims for additional costs or time extension that may subsequently become apparent.

D. Substitution Submittal Procedure:

1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
3. The District will notify Contractor in writing of decision to accept or reject request.

3.03 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of the District's personnel.
- I. Closeout procedures, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01100 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01400 - Quality Requirements: Testing and inspection procedures.
- C. Section 703 - Waste Diversion:
- D. Section 02050 - Demolition; site utility demolition.
- E. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, licenced in the State of California, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of the District or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.

EXECUTION REQUIREMENTS
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- e. Alternatives to cutting and patching.
- f. Effect on work of the District or separate Contractor.
- g. Written permission of affected separate Contractor.
- h. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- D. Erosion, Sediment and Pollution Control: Plan and execute in accordance with approved storm water pollution control plan (per section 706)
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- F. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean-up of work of separate sections.
- E. After the District occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of the District's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01600.

PART 3 EXECUTION 3.01

EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify the District four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to the District, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify the District of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to the District the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to the District.
- F. Utilize recognized engineering survey practices.
- G. Establish a minimum of two permanent bench marks on site, referenced to established control

points. Record locations, with horizontal and vertical data, on project record documents.

- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations, and existing walls.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to the District before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to, Plumbing, Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require

EXECUTION REQUIREMENTS

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- reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01100 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe; ducts, conduits, and equipment, remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to the District.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for the District review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Clean existing systems and equipment.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07840, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEMS STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by

the equipment or system manufacturer.

- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by the District prior to final completion before the District occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to the District.
- B. Notify the Project Manager when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for the Architects' review.
- D. The District will occupy all of the building as specified in Section 01100.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to the District - occupied areas.
- F. Notify the District when work is considered finally complete.
- G. Complete items of work determined by the Districts final inspection.

3.15 MAINTENANCE SERVICE

- A. Furnish service and maintenance of the components where indicated in the specification. See individual sections for requirements.

- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the District.

END OF SECTION

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SECTION 02050

DEMOLITION REMOVAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Removal of existing asphaltic concrete pavement.
 - 2. Recycling and Disposal of existing concrete pavement.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02230 Site Clearing
 - 2. Section 02741 Asphalt Paving
 - 3. Section 02751 Site Concrete
 - 4. Section 703 Waste Diversion

3. DEFINITIONS:

- A. Demolition Removal includes clearing the construction site of existing asphalt and concrete paving where indicated or necessary to prepare the site for construction and provide all materials and equipment necessary to complete the Work.

4. SUBMITTALS:

- A. General: Submit each item in this Article according to the Conditions of the Contract and Special Provisions Specification Sections.
- B. Submit schedule of demolition activities and road/Parking Area closure.

1.5 QUALITY ASSURANCE:

- A. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Materials removed shall be loaded directly into hauling vehicles and shall not be stored or stockpiled on project site.

1.7 COORDINATION:

- A. Coordinate schedule for demolition and road/parking area with the District, and subcontractors to minimize disruption of operations.

PART 2 - PRODUCTS

Not Applicable

PART 3 – EXECUTION

1. PREPARATION:

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roadways, walks, and other adjacent occupied or used facilities.
 - a. Do not close or obstruct roadways, walks, or other adjacent occupied or used facilities without permission from the District and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent facilities to remain. Ensure safe passage of people around demolition area.
 - a. Erect temporary protection, such as walks, fences, and railing where required by authorities having jurisdiction.
 - b. Protect existing site improvements, appurtenances, and landscaping to remain.
 - i. Restore any damaged improvements to their original condition, as acceptable to District.

2. REMOVAL:

- A. Demolish and remove existing construction as indicated on the plans. Use methods required to complete Work within limitations of governing regulations and as follows:
 - a. All cutting shall be done to a neat and even line with proper tools.

END OF SECTION

**DEMOLITION REMOVAL
02050 - 2**

SECTION 02221

EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Excavating, backfilling and compacting trenches for utility pipes, water, gas, irrigation and sewer lines, storm drain lines, manholes, vaults, valve boxes, catch basins, underground tanks, thrust blocks, yard boxes, pull boxes and concrete encased electrical conduits.
- B. The following Sections contain requirements that relate to this Section:
 - 1. Section 02050 Demolition Removal
 - 2. Section 02230 Site Clearing
 - 3. Section 02300 Earthwork
 - 4. Section 02741 Asphalt Paving
 - 5. Section 02751 Concrete Paving

1.3 DEFINITIONS:

Not Used

1.4 SUBMITTALS:

- A. Product Data: Submit samples of import pipe bedding materials and import fill materials to Engineer or testing laboratory designated by Engineer, for testing and approval prior to importation. Submit name of source location for imported pipe bedding materials and import fill materials for approval by the Engineer prior to importation. Submit certification for import materials indicating presence of organic contaminants, whether or not below EPA action levels, and presence of hazardous and/or regulated wastes and contaminants, whether or not below EPA action levels.

1.5 QUALITY ASSURANCE:

- A. Perform all work under the superintendence of competent foreman or superintendent and in conformance with geotechnical report
- B. All grade staking shall be performed by a licensed surveyor registered in the State of California.
- C. Perform materials testing per Standard Specifications for Public Works Construction, Part 2.

Sieve analysis by ASTM C136
Compaction tests by ASTM D1557
Sand equivalent tests by California Test 217 or ASTM D2419
Permeability by ASTM D2434

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Fees: Pay as required by governing authority having jurisdiction over area.
- B. Bonds: Post as required by governing authority having jurisdiction over area.
- C. Hauling Routes and Restrictions: Comply with requirements of the District and any other governing authority having jurisdiction over the area.

PART 2 - PRODUCTS

2.1 FILL AND BACKFILL MATERIALS

- A. The native materials encountered on-site should be acceptable for use as general compacted fill provided:
 - 1. The native materials are free of organics, trash, debris and oversize particles greater than 4 inches in diameter.
 - 2. All native fill materials shall be placed and compacted to at least 90 percent of their laboratory determined maximum dry density, unless otherwise specified.
- B. In addition to the general fill requirements noted above, general fill materials shall have the following characteristics:
 - 1. Expansion index less than 50.
 - 2. Plasticity index less than 15.
 - 3. Percentage between 4 inches and 2 inches is less than 15.
 - 4. Percentage passing the No. 200 sieve is less than 70.
- C. The expansion index of general fill materials placed in the office building subgrade area shall be verified prior to the completion of site grading.
- D. Where fill material exhibits a wide variation in consistency, the Engineer may require blending to stabilize and upgrade material.

- E. Imported Fill Material:
 - 1. If amount of suitable earth materials obtained from jobsite excavations is not sufficient to properly construct required fill, furnish imported earth materials as necessary.
 - 2. Import fill materials shall be free from organic material, hazardous materials, unsuitable fill debris, and other deleterious materials. Select fill material shall not contain rocks, blocky material, lumps over 4 inches in maximum dimension and be primarily granular with fines content of between 40 and 60 percent and have an expansion index (EI) of less than 20 (non-expansive). Rock particles shall not be placed in concentrated pockets and shall be surrounded by sufficient soil material to preclude open interstices. The Soils Engineer shall evaluate and approve the suitability of proposed select fill materials.

- F. Pipe Bedding:
 - 1. Pipe bedding for all utilities shall conform to the District Standards. Pipe bedding for utilities shall consist of sand that has a minimum sand equivalent of 30. The sand shall be placed in a zone that extends to a minimum of 6 inches below and 12 inches above the pipe for the full trench width. The thickness of the bedding sand below the pipe may be decreased to 4 inches for ductile iron pipe materials.
 - 2. Trench backfill above the pipe bedding may consist of onsite soils or import fill materials, per this specification.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Trenches, ditches, pits, sumps, and similar items which are outside the barricaded working area shall be barricaded to conform to Cal OSHA standards.
- B. Trenches over 5'-0" in depth shall conform to the Construction Safety Orders of the California Division of Industrial Safety.
- C. Backfill excess excavations to the required level with earth, gravel, sand, or concrete as directed by the Engineer and compact thoroughly. Grade ground adjacent to all excavations to prevent entry of water.
- D. No pipe shall be laid lengthwise under concrete walks without approval of the Engineer.
- E. Do not excavate trenches parallel to footings closer than 18 inches from the face of the footing or below a plane having a downward slope of 2 horizontal to one vertical, from a line 9 inches above bottom of footings.
 - i. Unless otherwise indicated on Drawings, depth of excavations outside the buildings shall allow for a minimum coverage above top of pipe, tank or conduit measured from adjoining finished grade, as follows:

Steel Pipe	24" below finished grade
Copper Water Tube	18" below finished grade

EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES
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Cast-Iron, Pressure Pipe	36" below finished grade
Plastic Pipe (other than waste)	30" below finished grade
Tanks or other structures	36" below finished grade
Soil, sewer & storm drain	minimum 18" below finished grade, and as required for proper pitch and traffic load. (Install polypropylene sewer pipe with not less than 24" coverage)

2. Trench width shall provide ample space for working and joining. Dig holes for bells for all bell and spigot pipe, and for fittings for all pipe.

- G. Excavate trenches for utilities, pipes, concrete encased electrical conduits and fuel tanks, to required depth, as indicated on Drawings. Grade bottom of trenches to a uniform surface to prevent pockets. Remove all loose soil from the excavation before placing 6" layer of sand bedding, compacted to 90 percent of the maximum relative compaction as determined by ASTM D1557. Place pipes, encased conduits and other utilities on a uniformly bearing sand bed. Jetting of bedding material shall not be permitted.
- H. Keep excavations free of water during installation work. Dispose of water in such a manner as not to endanger public or private property or public health. Remove accumulated water in excavations by pumping, or other approved means.
- I. Where portions of existing structures, walks, paving, etc. must be removed or cut for pipe or conduit installation, replace the material with equal quality, finished to match adjacent work.
- J. Provide a minimum space of 2 inches between outer surfaces of buried pipes, including conduits placed in the same trench or, where used, outside surfaces of containers.
- K. Do not place backfill until the work installed has been inspected, tested and approved by the Engineer.
- L. Backfill shall be placed in layers not exceeding 4 inches in thickness, moisture conditioned as necessary to at or near optimum moisture content, and compacted to 90 percent of the maximum dry density as determined by ASTM D1557.

3.8 INSPECTION AND TESTING:

- A. Excavation of existing fills, reworking of natural soils and compaction of all required fills shall be inspected and tested by the Geotechnical Engineer.
- B. Imported fill materials, and its sources, shall be subject to approval by the Geotechnical Engineer prior to importation.

EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES
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- C. Place fills and backfills under supervision of the Geotechnical Engineer.
- D. The Geotechnical Engineer shall inspect all subgrades and excavations prior to placing of fill materials.
- A. Compaction: Test compacted fill in accordance with ASTM D1557 (latest edition).
- F. The Engineer will inspect all utility trenches prior to placement of bedding material and prior to placement of trench backfill.

3.9 EXCESS MATERIAL DISPOSAL:

- A. Remove all excess excavated and imported materials, not used for fill or backfill, and all waste from job-site.

END OF SECTION

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EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES
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SECTION 02230

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Protecting existing trees, shrubs, groundcovers, plants, and grass to remain.
 - 2. Removing existing trees, shrubs, groundcovers, plants, and grass.
 - 3. Clearing and grubbing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02050 Demolition Removal
 - 2. Section 02300 Earthwork

1.3 MATERIALS OWNERSHIP

- A. Except for materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project Site.

1.4 SUBMITTALS:

- A. As required in section 702 of these specifications

1.5 QUALITY ASSURANCE:

- A. Conduct conference at Project Site to comply with all requirements in Division 1—General Requirements

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Cleared materials shall not be stored or stockpiled on project site.

1.7 WORK CONDITIONS:

- A. Do not commence site clearing operations until temporary erosion and sediment control measures are in place.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site clearing operations.

**SITE CLEARING
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1. Do not close or obstruct streets, walks, and other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways.

1.8 COORDINATION:

- A. Coordinate schedule for demolition and road/lane closure with District, and subcontractors to minimize disruption of operations.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding.
- C. Conduct site clearing operations to prevent injury to people and damage to adjacent facilities to remain. Ensure safe passage of people around demolition area.
 - a. Erect temporary protection, such as walks, fences, and railing where required by authorities having jurisdiction.
 - b. Protect existing site improvements, appurtenances, and landscaping to remain.
 - i. Restore any damaged improvements to their original condition, as acceptable to District.

3.2 CLEARING AND GRUBBING:

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
 - a. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
- B. Fill depressions caused by clearing and grubbing with satisfactory soil material unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal or adjacent to original ground.

3.3 DISPOSAL:

- A. Remove surplus soil material, unsuitable top soil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
 - a. Separate recyclable materials produced during site clearing from other non-recyclable materials, and transport the recyclable materials to the proper recycling facilities.

END OF SECTION

**SITE CLEARING
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SITE CLEARING
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SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. General exterior grading, cutting and filling, including grading for paving, planting areas, banks and hillsides.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02050 Demolition Removal
 - 2. Section 02221 Excavating, Backfilling, and Compacting for Utilities
 - 3. Section 02230 Site Clearing
 - 4. Section 02741 Asphalt Paving
 - 5. Section 02751 Concrete Paving

1.3 DEFINITIONS:

Not Used.

1.4 SUBMITTALS:

Not Used

1.5 QUALITY ASSURANCE:

- A. All staking shall be performed by a licensed surveyor registered in the State of California.

**EARTHWORK
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1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Unless otherwise specified or indicated on Drawings, remove from site all soil which is not required for work of this Section.

PART 2 – PRODUCTS

2.1 MATERIALS:

- A. Provide all fill material required.

PART 3 - EXECUTION

3.1 VERIFICATION OF GRADES:

- A. The contractor shall provide all staking required to construct the job.
- B. No credit allowances will be given for any discrepancy between existing grades and grades indicated on grading plan, unless such discrepancies are called to attention of Engineer at time grades are set.

3.2 OVER-EXCAVATION REQUIREMENTS:

See Soils Report (Appendix C)

3.3 ROUGH AND FINE GRADING

- A. Rough grade area sufficiently high to require cutting by fine grading.
 - 1. Grade area for bituminous surfacing and other paving to a depth below finish grades indicated, equal to base and pavement thickness to be constructed.
 - 2. Cut banks neatly to required finish grades as cut progresses, or leave cuts full and finish grading by mechanical equipment, which will produce finish grades indicated on Drawings.
 - 3. Grade filled banks full and compact beyond grade of finish bank so that when trimmed to finish grades, soil is compacted to density specified for final slope face.
 - 4. Grade Only Areas: Bring areas to be graded only (with no pavement) to approximate finish grades and then scarify, moisten and roll to obtain required density. Scarify, moisten and roll resulting high and low areas to obtain required finish grades by cutting and filling.
 - 5. Grade future planting areas so that, upon cultivation and fertilization, they will conform to finish grades indicated for planting areas.

6. Tolerances: Completed grades shall be within a tolerance of 0.05 of 1 foot above or below grades indicated. Variation of tolerances shall be compensating, so that average grade indicated is met.

B. Base or Subgrade:

1. Subgrade shall be prepared as follows:
 - a. Scarify the exposed surface to a depth of at least 6 inches, moisture condition the surface to within 2 percent of optimum moisture content, and compact to at least 90 percent of the maximum dry density determined from ASTM D1557. Scarification shall be performed prior to any placement of compacted fill.
 - b. Base course where indicated or specified, shall be installed in accordance with geotech report
2. Tolerance of completed grades of base or subgrade shall not vary more than 0.05 of 1 foot from grades indicated. Variation within tolerances shall be compensating so that average grade indicated is met.

3.4 EXCESS MATERIAL DISPOSAL

- A. Unless otherwise specified or indicated on Drawings, remove from site all soil material which is not required for work of this Section.

END OF SECTION

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**SECTION 02751
CONCRETE PAVING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections and District Standard Details, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Concrete Walkway
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02300 Earthwork

1.4 SUBMITTALS:

- A. General: Submit each item in this Article according to the Conditions of the Contract and Special Provisions Specification Sections.
- B. Product data for each type of product including admixtures.
- C. Design mixture for concrete pavement.

1.5 QUALITY ASSURANCE:

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete" unless modified by requirements in the Contract Documents.
- C. All work to be performed and all materials to be used shall be in accordance with the Standard Specifications for Public Works Construction, latest edition and supplements.
- D. The Contractor shall have a copy of the Standard Specifications for Public Works Construction at the job site.
- E. The Standard Specifications for Public Works Construction apply only to performance and materials.

PART 2 - PRODUCTS

**CONCRETE PAVING
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2.1 STEEL REINFORCEMENT:

- A. Reinforcing Bars: ASTM A 615/A 615M. Grade 60; deformed
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS:

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type II, low alkali. Supplement with the following:
 - a. Pozzolan: ASTM C618, Class F or N Fly Ash, 100 pounds maximum per cubic yard, containing one percent or less carbon. Fly ash shall not be used in excess of 15 percent by weight of total cement quantity.
- B. Combined Aggregates: Gradation "C" conforming to SSPWC Section 201-1.3.2.
- C. Water: ASTM C 94/C 94M.

2.3 CURING MATERIALS:

- A. Liquid Curing Compound: ASTM C309, fugitive dye dissipating type, complying with Rule II 13 of the South Coast Air Quality Management City and Federal Air Quality Regulation 40 CFR 52.254.
- B. Moisture-Retaining Cover (Curing Sheet): ASTM C 171, non-staining polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

2.4 RELATED MATERIALS:

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with Caltrans Standard Specifications - Section 84 (Federal Specification No. TT-P-1952 for Blue paint; and State of California Standard Specification No. PTWB-01 for White paint) with drying time of less than 45 minutes.
 - 1. Color: As indicated.

2.5 CONCRETE MIXTURES:

CONCRETE PAVING
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A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:

1. Compressive Strength (28 Days): 2,500 psi.
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.60
3. Slump Limit: 4 inches, plus or minus 1 inch.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates to Architect for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

A. General: Form construction, isolation, and control joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

D. Control Joints: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of the concrete thickness.

- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
- C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.
 - 1. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
 - 2. After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.

- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these methods.

3.8 PAVEMENT TOLERANCES

- A. Comply with tolerances as follows
 - 1. Elevation: 1/4 inch
 - 2. Thickness: Plus 3/8 inch minus 1/4 inch
 - 3. Surface: Gap below 10-foot-long, unlevelled straightedge not to exceed 1/4 inch.
 - 4. Joint Spacing: 3 inches.
 - 5. Contraction Joint Depth: Plus 1/4 inch no minus.
 - 6. Joint Width: Plus 1/8 inch, no minus.

3.9 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for a minimum 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material.

END OF SECTION

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SECTION 03150

FORMS

PART 1 - GENERAL

1.1 DESCRIPTION Provide forms for all Work constructed of cast-in-place concrete as indicated, specified, and required.

A. Related Work Not in This Section.

1. Forms for precast concrete.
2. Screeds for slabs.
3. Furnishing and placing reinforcing for cast-in-place concrete.
4. Furnishing, placing, finishing and curing of cast-in-place concrete.
5. Placing of embedded anchor bolts and inserts.
6. Metal decking.

1.2 QUALITY ASSURANCE

A. Allowable Tolerances and Design. Construct forms conforming to ACI 301, "Specifications for Structural Concrete for Buildings", and ACI 347, "Recommended Practice for Concrete Formwork" as applicable, unless exceeded by requirements of regulatory agencies or otherwise indicated or specified.

1.3 SUBMITTALS Refer to Section 01300 for procedures.

A. Shop Drawings. Form pattern layouts of all exposed exterior concrete dimensioned to precisely locate grooves, indicate panel jointing and sealing of joints, precisely dimension locations of all form tie cones, casting and finishing sequence for formed special concrete, and similar features. Review and approval will not include form strength and adequacy.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING Deliver materials in timely manner to ensure uninterrupted progress. Store materials by methods that prevent damage and permit ready access for inspection and identification.

PART 2 - PRODUCTS

2.1 MATERIALS Furnish materials meeting the test requirements of Paragraph "Quality Assurance" hereinbefore, as applicable, and following requirements:

Form lumber: WCLIB "Construction" grade or better, WWPA No. 1 or better, or equal.

Form plywood: PS 1-83, Group I, Exterior B-B Plyform or better, minimum 5-ply and 5/8" thickness, grade marked, not mill oiled. Plywood having medium or high density overlay is acceptable.

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Tube forms: Sonoco "Seamless Sonotubes", Alton Building Products "Sleek Seamless Standard Wall", or equal, type leaving no marks in concrete.

Joist forms: Approved steel or molded plastic types as required.

Special forms: For exposed integrally-colored concrete, plywood as above with high density overlay, plywood with integral structural hardboard facing of fibrous glass reinforced plastic facing, or approved equal producing specified finish.

Form ties: Prefabricated rod, flat band, wire, or internally threaded disconnecting type, not leaving metal within 1-1/2" of concrete surface.

Form coating: Resin type coating free of oil, silicon, wax, and non-drying material, not grain-raising.

Form liner: Rigid or resilient type by L.M. Scofield, Labrado Forms, Symons, Greenstreak, or equal, types shown or directed, matching approved Sample.

PART 3 - EXECUTION

3.1 FORM ERECTION AND REMOVAL Conform to ACI 301 and ACI 347 except as exceeded by requirements of Code, regulatory agencies, or herein.

- A. Construction. Coat forms with the specified resin coating, not form oil. Build forms to exact shapes, sizes, lines, and dimensions required to obtain level and plumb surfaces. Provide openings, offsets, keys, anchorages, recesses, reglets, moldings, chamfers, blocking, screeds, drips, bulkheads, and all other required features. Make forms removable without hammering or prying against concrete. Space forms apart with metal spreaders. Construct forms to accurate alignment, location and grades, and provide against sagging, leakage or concrete mortar, or displacement occurring during and after placing of concrete. Secure all inserts in forms according to shop drawings and instructions of other trades.
- B. Camber. Place suitable jacks, wedges, or similar means to induce camber and to correct settlement in forms before or during concrete placing. Induce camber of 1/8" per 8 feet of span plus 1/4" for beams, and 1/8" per 10 feet of span plus 1/8" for slabs other than 2-way slabs. For 2-way slabs supported on beams or walls, camber of 1/8" per 10 feet of span in the diagonal or column centerline dimension plus 1/4".
- C. Corners and Angles. Provide 3/4" by 3/4" beveled chamfer strips for concealed concrete corners and angles unless otherwise indicated. Form exposed concrete corners and angles square unless otherwise indicated.
- D. Reglets and Rebates. Form all required reglets and rebates to receive flashing, frames and other equipment. Obtain dimensions, details, and precise positions from related trades and form concrete accordingly.
- E. Form Joints. Fill joints to produce smooth, flush surfaces, intersections and arises. Use polymer foam or equivalent fillers at joints, tie holes or gaps in forms, and where forms abut or overlap existing concrete to prevent leakage of mortar.

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- F. Recesses, Drips and Profiles. Provide smooth milled wood or performed rubber or plastic shapes of types shown and required.
- G. Cleanouts and Cleaning. Form temporary openings in wall forms for cleaning and inspection. Clean forms and surfaces to receive concrete prior to placing.
- H. Re-Use. Clean and recondition form material before re-use.
- I. Time of Form Removal. Do not remove forms until the concrete attains sufficient strength to support its own weight and all superimposed loads. Leave all bottom forms in place until concrete has attained at least 66% of required strength but not less than 10 days. Reshore until full concrete strength is attained but in no case less than 21 days from date of concrete placing.
- J. Reshoring of not less than half of the full required shoring shall be added under the last placed floor, over which full shoring is to be placed for the next floor above. Leave reshoring in place for at least 7 days after the floor above is placed, but in no case remove reshoring until the next placing has attained a compressive strength equal to 66% of that required for 28 day age as determined by control test cylinders specified hereinafter.
- K. Record. Maintain a form and shoring removal record. Also provide survey of a few typical bays of framing as approved by the architect. Survey shall be at selected points before and after shore removal.
- L. Shoring for Tributary Loads. Set temporary shoring for steel beams which support cast-in-place concrete slabs. Such shoring is not required where the beams are partially or totally encased with concrete nor for steel beams supporting walls resting on the beams.

3.2 EMBEDDED PIPING AND ROUGH HARDWARE Consult with trades needing openings for passage of pipes, conduits, ducts and other inserts. Necessary pipe sleeves, anchors, or other required inserts shall be accurately installed by respective trades so as not to reduce the strength of concrete. No aluminum material shall be placed in concrete.

- A. Conduits or Pipes. Place only conduits in slabs of 4-1/2" or greater thickness. Conduit buried in a concrete slab shall not have an outside diameter greater than 1/4 the slab thickness nor be placed below the bottom reinforcing steel or over top reinforcing steel, nor shall conduit restrict placing of concrete around the reinforcing steel. Conduits or pipes may be embedded in walls only if the outside diameter does not exceed 1/4 the wall thickness, are not spaced closer than three diameters on centers, and are between the curtains of reinforcing bars. In all cases pipes and conduits shall have 1-1/2" clear between pipes or conduits.
- B. Pipe Sleeves may pass through slabs or walls if not exposed to rusting or other deterioration and are of uncoated or galvanized iron or steel. Provide sleeves of diameter large enough to pass any hub or coupling on the pipe, including any insulation.

3.3 MISCELLANEOUS CONCRETE WORK Provide forms for concrete areaways, cast-in-place valve boxes, pits, bases and other miscellaneous concrete as shown and required to complete all Work. Conform to applicable requirements herein.

3.4 FIELD QUALITY CONTROL

- A. Supervision. Perform Work of this Section under the supervision of a capable concrete form superintendent.
- B. Inspection. Obtain inspection and approval of forms before placing structural concrete.

END OF SECTION

**FORMS
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SECTION 03200**REINFORCING STEEL****PART 1 - GENERAL**

1.1 DESCRIPTION Division 1 applies to this Section. Provide steel bar and welded wire fabric reinforcing for cast-in-place concrete and furnish and deliver steel bar reinforcing for masonry as indicated, specified and required.

- A. Related Work Not in This Section.
 - 1. Reinforcement for precast concrete.
 - 2. Mesh reinforcement for composite insulating concrete.
 - 3. Installation of reinforcing bars in masonry.

1.2 QUALITY ASSURANCE

- A. Source Quality Control. Refer to Section 01400 for general testing requirements and to following paragraphs for specific procedures. Testing Laboratory shall perform following conformance testing.
- B. Reinforcing Bars. Testing Laboratory shall select the test samples of bars, ties and stirrups from material at the site or from place of distribution, each sampling including at least two 18" long pieces, and perform the following tests according to ASTM A615.
- C. Identified Bars. If samples are obtained from bundles as delivered from the mill, identified as to the heat number, accompanied by the mill analyses and mill test reports, and properly tagged with Identification Certificate so as to be readily identified, perform one tensile and one bend test for each 25 tons or fraction thereof of each size of bars. Submit mill reports when samples are selected.
- D. Unidentified Bars. When positive identification of bars cannot be made and when random samples are obtained, perform tests for each 10 tons or fraction thereof, one tensile and one bend test from each size of reinforcement.

1.3 SUBMITTALS

- A. Shop Drawings. Submit including complete layouts, sections and details for congested conditions, typical bending diagrams and offsets, splice lengths and locations, proposed layout where vertical and horizontal bars intersect, and where mechanical connections are proposed, detailed to conform to Code requirements. After approval of initial submission, subsequent submittals may be waived.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING Deliver materials in timely manner to ensure uninterrupted progress. Store materials by methods that prevent damage and permit ready access for inspection and identification.

PART 2 - PRODUCTS

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2.1 MATERIALS Furnish materials meeting the test requirements of Paragraph "Quality Assurance" hereinbefore, as applicable, and following requirements:

Reinforcing bars:	ASTM A615, Grade 40 and 60 as noted. Grade 75 for #14 bars only. In addition, the ultimate tensile stress shall be not less than 1.25 times the actual yield stress (based on mill tests) and the carbon equivalent value shall not exceed 0.65.
Reinforcing mesh:	ASTM A185, mesh size and gage as indicated, 60 ksi minimum tensile strength.
Tie wire:	Annealed steel, 16 gage minimum.
Welding electrodes:	Table 5.1, 80 or 90 Series, low hydrogen type per AWS D1.4.
Steel Coupler:	Lenton reinforcing steel couplers or Cadweld splices by Erico Concrete Products, or equal.

2.2 FABRICATION OF REINFORCING BARS

- A. Bending and Forming. Fabricate bars of the indicated sizes and bend and form to required shapes and lengths by methods not injurious to materials. Maintain tolerances as noted in latest ACI Detailing Manual SP-66 and/or CRSI Manual of Standard Practice. Do not heat reinforcement for bending. Bars with unscheduled kinks or bends are subject to rejection. Use tested and approved bar materials.
- B. Splices. Reinforcing bars may be lapped, welded or mechanically spliced, as noted and approved.
1. A full welded splice shall have bars butted and welded to develop in tension at least 140 percent of specified yield strength of the bar and shall be located outside of frame hinge regions. For a full welded splice located in an intended hinge region or within one beam depth either side of the hinge region, the splice shall develop in tension at least 165 percent of specified yield strength.
 2. A full mechanical connection shall develop in tension or compression, as required, at least 140 percent of specified yield strength of the bar and shall be located outside of frame hinge regions. For a full mechanical connection located in an intended hinge region or within one beam depth either side of the hinge region, the splice shall develop in tension at least 165 percent of specified yield strength.
- C. Welding. Perform welding where shown or approved, by the direct electric arc process in accordance with AWS D1.4 using the specified low-hydrogen electrodes. Preheat 6" each side of joint. Protect joints from drafts during the cooling process; accelerated cooling is prohibited. Do not tack weld bars. Clean metal surfaces to be welded of all loose scale and foreign material. Clean welds each time electrode is changed and chip burned edges before placing welds. When wire brushed, the completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal. Cut out welds or parts of welds found defective with chisel and replace with

REINFORCING STEEL
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proper welding. Employ only experienced certified welding operators. Prequalification of welds shall be in accordance with Code. Reinforcing bars to be welded shall have a maximum 0.75 carbon equivalent and prequalification is not required for material less than 0.65 carbon equivalent.

- D. Galvanizing. Hot-dip galvanize completed reinforcing assemblies in accordance with ASTM A123 where indicated.
- E. Marking and Shipping. Bundle bars, tag with identification, and transport and store so as not to damage any material. Keep a sufficient supply of tested and approved bars at site to avoid delays.

PART 3 - EXECUTION

3.1 INSTALLATION OF REINFORCING Provide additional bars at sleeves and openings as detailed. Before placing bars, and again before concrete is placed, clean bars of loose mill scale, oil or other coating that might destroy or reduce bond. Maintain tolerances and clearances per Building Code and Drawings.

- A. Securing in Place. Accurately place bars and wire tie in precise position where bars cross. Bend ends of wire ties away from forms. Wire tie bars to corners of ties and stirrups. Support bars according to current edition of "Recommended Practice for Placing Bar Supports" of the Concrete Reinforcing Steel Institute, using approved accessories and chairs. Use precast concrete cubes with embedded wire ties to support reinforcing steel bars in concrete placed on grade and in footings.
- B. Exposed Surfaces. Provide approved stainless steel or plastic tipped chairs, bolsters and accessories where exposed on exterior or interior concrete surfaces not to be painted or covered.
- C. Clearances. Maintain minimum clear distances between reinforcing bars and face of concrete as indicated or directed. Maintain 1.0 d_b or 1" clear between bars in layers and 1.5 d_b or 1-1/2" clear between main bars of columns. Clearances shall also apply to dowels or lapped bars.
- D. Splices. Do not splice bars at points of maximum stress except where indicated. Lap splices as shown or required to develop the full strength of bars. Stagger splices in horizontal wall bars at least 48" longitudinally in alternate bars and opposite faces. Splices to be in contact or spaced one bar diameter or 1" clear and in columns 1-1/2 bar diameter or 1-1/2" clear.
- E. Field Welding or Mechanical Connection of Bars. As specified for Fabrication.
- F. Maintaining Bars in Position. Assign a competent ironworker mechanic at every concrete placing location to inspect reinforcement and maintain all bars in the correct positions.
- G. Reinforcing Mesh. Lap one full mesh plus 2" at splices, wire tie and support the same as specified for bars.

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3.2 MISCELLANEOUS CONCRETE WORK Provide reinforcing for areaways, cast-in-place valve boxes, pits, splash blocks, bases and other miscellaneous concrete as shown and required to complete all Work. Conform to applicable requirements herein.

3.3 FIELD QUALITY CONTROL Refer to Section 01400.

- A. Supervision. Perform Work of this Section under the supervision of a capable superintendent.
- B. Inspection. Obtain inspection and approval of reinforcing before concrete is placed.
- C. Welded or Mechanical Connection Inspection. Whether connection is done in the shop or at the site, perform welding or mechanical connection of reinforcing bars under inspection of the Testing Laboratory Inspector.

END OF SECTION

REINFORCING STEEL
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SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION. Division 1 applies to this Section. Provide all Work constructed of cast-in-place concrete as indicated, specified, and required.

- A. Work in This Section. Principal items include:
 - 1. Furnishing, erection, and removal of forms.
 - 2. Furnishing and placing reinforcing for cast-in-place concrete.
 - 3. Furnishing and placing reinforcing for precast concrete fabricated at site.
 - 4. Furnishing and delivery of reinforcing bars for masonry.
 - 5. Furnishing, placing, finishing, and curing of cast-in-place concrete unless otherwise specified.
 - 6. Site concrete.
 - 7. Off-site concrete.
 - 8. Grout and drypack work, except as otherwise specified.
 - 9. Placing of embedded anchor bolts and inserts.
 - 10. Vapor barrier under interior floor slabs on grade.
 - 11. Waterstops including testing.
- B. Related Work Not in This Section.
 - 1. Preparation and grading of earth subgrade under concrete.
 - 2. Concrete and reinforcement in piles or caissons.
 - 3. Gravel fill under interior floor slabs.
 - 4. Subslab drainage fill.
 - 5. Insulating concrete.
 - 6. Composite insulating concrete.
 - 7. Precast concrete.
 - 8. Grouting of masonry.
 - 9. Metal decking.

1.02 QUALITY ASSURANCE

- A. Concrete Manufacturer. Furnish all concrete from licensed commercial ready-mix concrete plants conforming to ASTM C 94 and approved by Building Official. The requirements herein govern when exceeding ASTM C 94.
- B. Allowable Tolerances. Construct concrete conforming to tolerances specified in ACI 301, Specifications for Structural Concrete for Buildings, as applicable, unless exceeded by requirements of regulatory agencies or otherwise indicated or specified.
- C. Source Quality Control. Refer to Section 01400 for general testing requirements and to following paragraphs for specific procedures. Concrete materials which by previous tests or actual service, have shown conformance may be used without testing when approved by Engineer and Building Official. Testing Laboratory shall perform following conformance testing.
- D. Portland Cement. Furnish Mill Certificates, acceptable to the Architect and Building Official, showing conformance with requirements specified; otherwise, the Testing Laboratory shall test each 250 barrels of cement in accordance with ASTM C 150.

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E. Aggregate for Normal Weight Concrete. Test the aggregate before and after concrete mix is designed and whenever character of aggregate varies or source of material is changed. Include a sieve analysis. Obtain samples of aggregates at source of supply or at the ready-mix concrete plant in accordance with ASTM D 75 and perform tests for the following properties:

Sieve analysis:	ASTM C 136.
Organic impurities:	ASTM C 40, fine aggregate color not darker than the referenced standard color.
Soundness:	ASTM C 88, loss after 5 cycles not over 8% of coarse aggregate or 10% fine aggregate.
Abrasion:	ASTM C 131, weight loss not more than 102 % after 100 revolutions, 42 % after 500 revolutions.
Deleterious materials:	ASTM C 33.
Materials finer than No. 200 sieve:	ASTM C 117, not over 1 % for gravel, 1.5 % for crushed aggregate, per ASTM C 33.
Reactivity potential:	ASTM C 227, C 289, C 342, ratio of silica released to reduction in alkalinity not to exceed 1.0; include full report for Architect's evaluation.
Sand equivalent:	ASTM D 2419, California Sand Equivalent values not below 80 percent.

F. Lightweight Aggregates. Test before mix is designed and whenever character of aggregate varies or source is changed in accordance with ASTM C 330. Include a sieve analysis and report on unit weights, deleterious substances, unburned or underburned lumps, loss on ignition, soundness, and staining materials. Provide Building Department approved report for structural use and fire-rating requirements.

1.03 CONCRETE MIX DESIGNS. Testing Laboratory shall design concrete mixes for all structural concrete requiring 28-day compressive strength exceeding 2,000 psi. The trial batch strength for each mix shall exceed indicated or specified strength by 750 psi or a lesser amount based on standard deviations of strength test records according to ACI 318. Refer to Section 01400 for requirements pertaining to costs of mix designs.

A. Mix designs shall be made by the Testing Laboratory of Record under the supervision of a California Registered Civil Engineer, who shall determine mix proportions to fulfill the specified requirements for strength, aggregate size and workability of concrete, and such designs shall be used in proportioning all structural concrete. Mix designs shall bear the signature and seal of the California Registered Engineer. Two copies of the mix designs shall be filled with the Architect for record purposes only, not for review or approval.

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- B. Mix Design for Special Concrete. In addition to conforming to requirements specified above, submit mix designs for formed special concrete, for special concrete toppings, and slabs. The mix design for formed special concrete shall include a retarding admixture proportioned in accordance with the manufacturer's recommendations. The intent is that the concrete represented by the mix designs shall be based on the same materials and shall closely match the concrete color, texture, and appearance of sandblast finished concrete approved for use except coarse aggregate size shall be as specified in this Section.
- C. Basis of Mix Designs. Design concrete mixes for workability and durability of concrete. Control mixes in accordance with Chapter 4, ACI 318 Building Code Requirements for Reinforced Concrete. Make adjustments in cement content as necessary for required concrete strengths at the Contractor's expense. Do not exceed 0.58 water-cement or cement plus fly ash ratio, by weight.
- D. Admixes. Admixes shall be used for workability and/or water reduction. The admix may contain an air-entraining agent producing air content of 3.5% to 6.5% by volume and adjusted for weather conditions. Air entrainment or other admix is not required for footing and foundation concrete. Do not use calcium chloride. Other admixtures containing material releasing nitrates in solution are limited to 0.06% by weight for the chloride ion.
- E. Maximum Aggregate Sizes. Not exceeding 3/4 of minimum clear space between bars and between bars and forms, nor larger than 1/5 of least dimensions between the forms. Design the mixes with 3/4" maximum size, except maximum 1-1/2" size for foundations and maximum 3/8" size where congested reinforcing or thin sections occur.
- F. Lightweight Structural Concrete. Design for air-dry density of 115 pounds per cubic foot maximum. Expanded clay or shale shall be vacuum or thermally saturated and pumice aggregate saturated. Pumice aggregate shall be combined with pea-gravel materials.
- G. Test for Structural Concrete. Perform the following tests for each mix prior to starting structural concrete work for walls and floors.
- H. Shrinkage Test Specimens. 4" by 4" by 11" long bars, cured for 7 days in a moist room and as specified in ASTM C 157. Make measurements at 7-day intervals to 35 day age. Not to exceed 0.05% after period of 35 days.
- I. Modulus of Elasticity. Tests at 3, 7 and 28 days in conformance to ASTM C 469.
- J. Previous Tests. The ready-mix concrete manufacturer may furnish certified test reports from an approved Testing Laboratory as proof of meeting requirements provided aggregates used and concrete covered by such test reports conform to the mix design approved for use in the Work.

1.04 SUBMITTALS.

- A. Shop Drawings. Submit for following items:
- B. Slab and Beam Construction Joint Plan. Submit showing dimensioned locations and types of construction details and expansion joints.

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- C. Product Data. Submit manufacturer's technical data for products, methods and control procedures. Submit applicable Building Department approved reports for proposed materials and methods.

PART 2 - PRODUCT

2.01 MATERIALS. Furnish materials meeting the test requirements of Paragraph Quality Assurance hereinbefore, as applicable, and following requirements:

Portland cement:	ASTM C 150, Type II, low alkali. Do not change brand without prior approval.
White Portland cement:	ASTM C 150, Type I, from one approved source. Use for integrally-colored concrete.
Stone aggregates:	ASTM C 33, from approved pits, free from vegetable matter and of opaline, feldspar, and siliceous magnesium substances; clean, hard, fine-grained sound crushed rock or washed gravel; not over 5% by weight of flat, thin elongated, friable or laminated pieces (pieces having the major dimension over 5 times average dimension) or over 2% by weight of shale or cherty material.
Lightweight aggregates:	ASTM C 330, approved coated expanded clay or shale, or pumice product; coarse aggregate, dry loose weight minimum 38 pounds per cubic foot and maximum 9/16" size.
Admixtures:	ASTM C 494. All material shall be non-corrosive and have chloride content not exceeding potable water. Type A - Water-reducing Type C - Water-reducing, accelerator Type D - Water-reducing, retarding Type F or G - High range water reducing, optional subject to approval of Structural Engineer.
Fly ash:	ASTM C 618, Class F, maximum content not to exceed 18% of cement content by weight.
Air-entraining admix:	ASTM C 260.
Water:	From potable domestic source.
Curing compound:	ASTM C 309, fugitive dye dissipating type.
Curing sheet:	ASTM C 171, non-staining white types.

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Evaporation retardant and finishing aid:	Master Buildings Confilm, or equal.
Anti-Spalling Sealer:	A siloxane-based compound of 92% chloride-ion screen and 92% repellency screen in accordance with NCHRP #244. Tests shall indicate no scaling when exposed to 120 cycles of freeze-thawing per ASTM C 672.
Vapor barrier:	ASTM D 2103, polyethylene sheeting, 8 mil thickness, with minimum 2" wide waterproof plaster tape, self-adhering type.
Non-shrink grout:	Master Builders Embeco, or equal, non-gas-forming type, free of oxidizing catalysts and inorganic accelerators, performance characteristics when mixed to fluid consistency meeting CRD-C-79 and CRD-C-588, non-staining type in exposed areas.
Waterstops:	Williams Product Inc. Efficiency Waterstops, Gates Rubber Co. Kwik-Seal Waterstops, Electrovert Inc. Durojoints or Duroseal, or approved equal, neoprene or polyvinyl-chloride types shown, joints per manufacturer's directions. For walls, flat ribbed type, minimum 6" width by 3/8" thick at center with minimum 7 ribs each side of each flange. For slabs, ribbed center bulb type, minimum 9" wide by 3/8" thick next to bulb, minimum 9 ribs on each side of each flange, bulb minimum 2" ID and 7/8" OD.
Bonding and Repair:	<p>Bonding material shall be a polyvinyl acetate compound for use in areas not subject to moisture.</p> <p>Epoxy adhesive shall be a two-part compound suitable for wet or dry areas.</p> <p>Patching mortar shall be a free-flowing, polymer-modified cementitious coating.</p> <p>Bonding admixture shall be a latex, non-wettable type.</p>

2.02 CONCRETE MIXING. Furnish ready-mixed concrete from an approved commercial off-site plant. Conform to ASTM C 94, except materials, testing, and mix designs as specified herein. Use transit mixer trucks equipped with automatic devices for recording number of revolutions of drum.

- A. Limitation of Mix Water. Do not deliver ready-mixed concrete to site with total amount of mixing water included. Withhold 2-1/2 gallons of water per cubic yard at the plant, unless a lesser amount is approved by the Structural Engineer, then add to mix before concrete is discharged from the mixer truck under supervision of Inspector. Each mixer truck shall

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arrive at the site with full water tank; if the tank is not full and concrete tests to a slump greater than specified, entire load is subject to rejection.

- B. Adjust quantity of water so concrete at the point of placing does not exceed slumps indicated on the Drawings when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast. The maximum slumps shall not be exceeded unless approved by the Structural Engineer.
- C. Form Material. Conform to Section 03150.
- D. Reinforcement. Conform to Section 03200.

PART 3 - EXECUTION

3.01 PREPARATION FOR CONCRETE PLACING. Remove free water from forms before concrete is deposited. Remove hardened concrete, debris, and all foreign materials from metal decking surfaces, forms and from surfaces of mixing and conveying equipment.

- A. Surface Preparation: Before new concrete is deposited against hardened concrete, and before masonry is placed on concrete, remove all incrustations and laitance from forms, reinforcing, and surface of hardened concrete. If the surface mortar and laitance of the first concrete pour has not been completely removed by water blasting, the hardened concrete surface shall receive a sandblast treatment exposing the coarse aggregate, to 3 inch amplitude. Surfaces which are to receive dryplack shall also be prepared as herein specified.
- B. Gravel Fill. Recompact disturbed gravel and bring to correct elevation.
- C. Subslab Drainage Fill. Recompact disturbed material and bring to the correct elevation.
- D. Vapor Barrier. Install under interior floor slabs on grade. Lap all joints 6" in the direction of concrete spreading and tape seal. Seal the joints at walls and around penetrations with tape. Cover barrier with 2" layer of clean sand.
- E. Slab Areas on Grade. Place slabs on subgrade with maximum 40-foot edge dimension. Generally locate slab joints along column lines, exact locations as directed or approved.
- F. Slab Joints. Use standard product type construction joints equivalent to key-Kold at column lines and Kwik-Joint contraction joints or saw cut 1/8" or 3/4" deep joints at intermediate spacing as indicated or approved. Fill cracks larger than 1/8" width in conformance to Section 07900.
- G. Expansion Joints. Conform to details and the approved submittal. Provide expansion joint filler finished flush with slab surface except for those joints shown to be sealed with sealant. Conform to Section 07920 where sealant sealed joints are shown or specified, including the polymer joint filler or backing.
- H. Screeds. Set screeds at all walls or beams and maximum 8-foot centers between. Use weighted pad or cradle type screeds over vapor barrier and do not drive stakes through vapor barrier. Set to provide level floor after form removal and specified minimum

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thickness. Check with an instrument level, transit, or laser prior to placing operation to maintain proper rebar placement.

- I. Wetting. Wet wood forms sufficiently to tighten up cracks. Wet other materials sufficiently to reduce suction and maintain concrete workability.
- J. Earth Subgrade. Lightly dampen subgrade 24 hours before placing concrete but do not muddy. Re-roll where necessary for smoothness and remove loose material. Lightly dampen prior to concrete placement.

3.02 CONCRETE PLACING

- A. Joints in Concrete. Locate joints only where approved. Obtain prior approval for points of stoppage of any pour. Clean and roughen surface of aggregate solidly embedded in mortar matrix by wet process sandblasting, chipping, or equal. Keep hardened concrete wet for not less than 24 hours before placing new concrete. Cover horizontal surfaces of existing or concrete less 50% of coarse aggregate just before balance of concrete is placed. Carefully control amount of moisture applied so that no free water will be present at any time.
- B. Conveying and Placing. Do not place concrete until reinforcing steel, forms, or metal decking have been approved by the Inspector and other authorities having jurisdiction. Architect shall also approve forms for special concrete. Do not use aluminum tubes or any aluminum equipment for pumping concrete, nor allow concrete to free fall from its point of release at mixer, hoppers, tremmies, or conveying equipment more than 6 feet for concealed concrete and 3 feet for exposed concrete. Deposit concrete so that the surface is kept level throughout, a minimum being permitted to flow from one portion to another. Place concrete in horizontal layers not more than 18" thick within 45 minutes after water is first added to the batch. Place concrete by methods that prevent segregation of materials. For special exposed concrete do not use first batch of concrete at each start up.
- C. Consolidation. Vibrate each layer of concrete as placed with mechanical vibrators or equivalent equipment to accomplish thorough consolidation. Supplement by hand rodding or spacing adjacent to forms. Vibration through forms shall be used only as approved by the Structural Engineer. Compact concrete into corners and angles of forms and around reinforcement and embedded fixtures. Recompact deep sections with heavy congestion from reinforcing steel.
- D. Operation of Vibrators. Do not transport concrete in forms by use of vibrators nor allow vibrators to contact forms or reinforcing. Push vibrators vertically into preceding layers that are still plastic and slowly withdraw, producing maximum obtainable density in concrete without creating voids or segregation. Under no circumstances disturb concrete that has stiffened or partially set. Vibrate at intervals not exceeding two-thirds the effective visible vibration diameter of the submerged vibrator and generally at 18" on centers. Avoid excessive vibration and conform to ACI 309 A Recommended Practice for Consolidation of Concrete.

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- E. Re-Vibration. Place concrete containing retarding admixture by a schedule that allows layers of concrete to be in place and compacted for at least 30 minutes before the next layer of concrete is placed. Remove bleed water on the concrete surface and from forms and re-vibrate the concrete down as far as the concrete is plastic before placing the next layer.
- F. Correction of Segregation. Before placing next layer of concrete, and at top of last placement for vertical elements, remove concrete containing excess water or fine aggregate or showing deficiency of coarse aggregate and fill the space with concrete or correct proportions.
- G. Flatwork. Strike off excess concrete by screeding to bring top surface to proper grade. The screed template should be moved across the concrete in a sawing manner as it is brought forward. Use a darby or bull-float after the screed operation, to eliminate high and low spots. Compact and tamp concrete, and bring 1/8" to 3/16" of coarse mortar to surface. Wood float to straightedges and screeds after water sheen has disappeared. Do not use steel or plastic floats of any kind for initial floating operations. Do not apply finishes until all surface water disappears and surface is sufficiently hardened. Remove bleed water and laitance as it appears.

3.03 SLAB FINISHING

Floating and troweling shall start after the concrete is hard enough and that water and fine material are not brought to the surface. Produce finished surfaces level or sloped as shown with maximum deviation of 1/8" from a 10-foot straightedge. Keep surface moist with fine fog spray of water as necessary for final finishing and curing. Dusting during finishing operations is not permitted. Finish all slab edges and joints with edging tool.

- A. Swirl Non-Slip (Sweat Trowel) Finish. Apply on all slab and flatwork surfaces not otherwise indicated or specified. After surface water disappears and floated surfaces are sufficiently hardened. Steel trowel to a smooth surface. When ready, produce non-slip finish by circular motion and slight lifting of steel trowel, done in a regular pattern. At walking areas, apply smooth finish 3" wide at edges, expansion joints, and scoring. Apply on following surfaces:
 - 1. Exterior vehicle traffic slabs.
 - 2. Exterior concrete walks.
 - 3. Other slabs where indicated or directed.

3.04 SLAB CURING. Promptly apply curing material as soon as the surface water sheen has disappeared and finishing operations are completed without marring surfaces, and in any case on the same day. Apply liquid compounds in accordance with manufacturer's published application rates; apply 2 spray coats, second coat at right angle to first coat. Cover adjoining surfaces. Equip spray nozzles with a windshield suitable for wind conditions.

- A. Curing Period and Protection. Maintain curing materials in sealed condition for a minimum of 10 days after application. Keep all traffic on the curing surfaces to the minimum possible, and completely off the liquid compound cured surfaces. Immediately restore all damaged or defective curing media.

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- B. Restriction. Do not apply liquid membrane-forming curing compound on concrete to receive subsequent concrete or mortar or on surfaces to receive subsequently applied materials unless such use and the specific compound used are approved by the manufacturer of the material to be applied; verify with related trades.
- C. Liquid Curing Compound. Use for slabs, subject to above restriction.
- D. Sheet Curing. Use curing sheet material. Seal all laps and edges with plastic pressure-sensitive tape; immediately repair tears during curing period. Verify that surfaces remain damp for full curing period; if necessary, lift sheeting, wet surfaces with clean water, and replace the sheeting. Use on surfaces where curing compound is not permitted.
- E. Water Curing. Option to curing compound or sheet curing method. Keep concrete continuously wet for entire curing period.
- F. Curing and Hardening.
 - 1. Hardener. Employ Ashford Formula manufacturer's authorized applicator and issue the manufacturer's 10-year material and 5-year labor warranty to Owner. Apply Ashford Formula on following surfaces:
 - a. Exterior concrete walks.
 - b. Exterior vehicle traffic slabs.
 - c. Floor slabs, including vehicle traffic slabs, except slabs to receive traffic deck coating.
 - d. Concrete stair treads and landings.
 - e. Loading dock slabs.
- G. Anti-spalling Sealer. All parking slabs of structure and other vehicle areas shall have a sealer such as Euco-Guard by the Euclid Company or approved equal. Surface preparation of the slabs and sealer application shall be in strict accordance with the manufacturer's recommendations.

3.05 CURING FORMED CONCRETE. Keep forms containing concrete in a continuously moist condition until removed. Keep concrete continuously moist for at least 7 days after placement. Keep concrete moist with a fine fog water spray until protected by curing media. During times of dry or excessive winds, high ambient temperature, low humidity, or other conditions causing rapid drying, use specified evaporation retardant and finishing aid material in accordance with manufacturer's instruction and cure concrete with a fine fog spray of water, or equal, applied both during and after finishing and continued until final curing operations are started. Use water curing method, curing sheet material, or a clear liquid membrane-forming curing compound except as otherwise specified. Do not use any type of finishing or curing materials or methods that interfere with the correct application or bonding of subsequent materials; verify exact requirements with all applicable trades.

3.06 PATCHING CONCRETE. Remove fins, projections, and offsets. Cut out rock pockets, honeycomb, and other defects to sound concrete with edges of cuts straight and back-beveled. Dampen cuts and scrubs with neat Portland cement slurry just prior to patching, or apply an approved concrete adhesive. Saturate form tie holes with water and fill all voids and patches with flush smooth-finished mortar of same mix as concrete (less coarse aggregate), cure, and dry.

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3.07 FINISHING EXPOSED FORMED CONCRETE. Patch the surfaces as specified above. Rub exposed surfaces with carborundum brick or equivalent until smooth and free of form mark, offsets and other defects and uniform planes. Wet the rubbed surface and then brush-coat with cement grout consisting of 1 part light-colored Portland cement to 1-1/2 parts fine aggregate, and equal parts of a bonding admixture with water to consistency of thick paint. Cork or wood float grout to fill pits, air bubbles and surface holes. Scrape off grout film. After grout sets, again coat with grout and rub as required to eliminate all defects and blemishes, then damp cure the surfaces for 3 days. Finish and clean each surface as a continuous operation. Produce smooth surface free of grouting and rubbing marks or blemishes after painting or covering with flexible finish material. Except as otherwise shown or specified, apply this finish on exposed formed concrete surfaces except the following:

1. Permanently concealed concrete.
2. Concrete exposed in mechanical, electrical, utility, storage, shafts, and similar non-public rooms and areas.
3. Concrete in enclosed parking areas; finishing of heads, jambs and sills of exterior wall openings is required.
4. Surfaces to receive sandblast finish.

3.08 SANDBLAST FINISH. Employ skilled and experienced sandblast operators to perform finishing. Finish all surfaces at the same age after casting. Produce finished surfaces of uniform texture and appearance. Use at sandblasting and prevent creation of a public nuisance. Do not remove form tie cones until after sandblasting. Sandblast finish concrete surfaces as indicated or directed to match approved Samples according to the following requirements:

1. Medium sandblast finish, surface blasted from 1/8" to a nominal 3/16" depth, exposing individual coarse aggregate particles in a uniform distribution and matching the approved wall and floor Samples.
2. After completing sandblast finish on formed special concrete, apply primer and sealant to 3/8" depth in form tie cone holes according to Section 07900, sealant of approved color and tooled flat.
3. For surfaces to receive adhered veneer, sandblast sufficiently to remove mortar and glaze, and provide a coarse surface for bonding of adhesive.

3.09 GROUTING AND DRYPACKING. Install as indicated or required except for the items grouted by other trades.

- A. Mixing. Mix the approved non-shrink grout material with sufficient water per manufacturer's recommendations; for grout, so it flows under its own weight and for drypacking, to just moisten and bind the material together.
- B. Placing and Curing. Place drypack by forcing and rodding to fill all voids and provide complete bearing under plates. Place fluid grout from one side only and puddle, chain, or pump for complete filling of voids; do not remove the dams or forms until grout attains initial set. Finish exposed surfaces smooth and cure with damp burlap at least 3 days.

3.10 SITE CONCRETE WORK. Use bituminous type joint filler. Cure all concrete for at least 10 days with liquid curing compound or sheet material except as otherwise specified. Construct all site concrete of 2,000 psi concrete unless otherwise indicated or specified.

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- A. Concrete Curbs. Provide 2" thick expansion joints at beginning and at end of curbs, intersections, and 20-foot intervals between, set plumb, square, and to same profile as the curbs. Edge curb tops to 2" radius and vertical joints to 1/4" radius. Apply smooth finish followed by fine hair brush finish.
 - B. Concrete Gutters. Provide 2" thick expansion joints as above for curbs and apply a light broom finish with a 3" wide steel trowel finish at flow line.
 - C. Combination Curb and Gutter. As above for curbs and gutters including expansion joints, 3" troweled flow line at base of curb.
 - D. Concrete Walks. Provide 2" expansion joints as specified for curbs and where walks and rigid structures, aligned with joints in curbs where adjoining, and apply a light broom finish perpendicular to traffic direction. Provide scoring as shown or directed.
 - E. Control Joints. Provide for concrete walks and exterior concrete pavement as indicated. Provide Zip Strip as distributed by S.C.A. Construction Supply, Santa Fe Springs, Calif., or equal. Install tops of the joints flush with the concrete surface and depth of joint a minimum of 1/4" thickness of slab.
- 3.11 OFF-SITE CONCRETE WORK.** Provide new concrete items where indicated, and replacing existing items damaged by Contractor's operations. Secure and pay for required permits, inspections, engineering, and surveying.
- 3.12 MISCELLANEOUS CONCRETE WORK.** Provide areaways, cast-in-place valve boxes, pits, splash blocks, bases, and other miscellaneous concrete as shown and required to complete all Work. Conform to applicable requirements herein.
- 3.13 INSTALLATION OF WATERSTOPS.** Heat-fuse joints and connections in accordance with manufacturer's instructions including heating tools and devices. Run waterstops continuous in joints, following all offsets and angles in joints until spliced to waterstops at intersecting joints.
- 3.14 FIELD QUALITY CONTROL.** Refer to Section 01400.
- A. Supervision. Perform Work of this Section under the supervision of a capable concrete superintendent.

END OF SECTION

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SECTION 04220

CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 DESCRIPTION. Division 1 applies to this Section. Provide concrete unit masonry as indicated, specified, and required.

- A. Work in This Section. Principal items include:
 - 1. Concrete block masonry.
 - 2. Grouting of masonry.
 - 3. Installing reinforcing steel bars in masonry.
 - 4. Parge coat.

Related Work Not in This Section.

- 1. Furnishing and delivery of steel bar reinforcing.
- 2. Dowels in concrete for masonry.
- 3. Liquid waterproofing.

1.2 SUBMITTALS.

- A. Samples. Submit the following:
 - 1. Two Samples of each type of masonry unit to show the full range of color and texture, for selection and approval.
 - 2. Samples of cured dry mortar showing finished color.
 - 3. Cured sealant colors for control joints.
 - 4. Control joint filler, 12" pieces of each size and type.
- B. Sample Panels. Prepare as many of the following sample panels at the site as are required for approval. Conform installed masonry to the approved panels. Approved panels may be a part of the permanent construction.
 - 1. Minimum 6-foot long by 4-foot high Sample panel of each type and pattern of vertical masonry, including special features and one corner or angle.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING. Deliver all masonry units on pallets and cementitious materials in unopened factory containers. Store materials in dry covered locations protected from moisture. Handle and store all units by methods that prevent cracking, chipping, or defacing.

1.4 JOB CONDITIONS. Inspect and verify surfaces to receive Work of this Section. Report to District all conditions that prevent correct installation of masonry.

**CONCRETE MASONRY UNIT
04220-1**

PART 2 E PRODUCTS**2.1 BASIC MATERIALS.**

Portland cement:	ASTM C 150, Type II, low alkali. Masonry cement is not permitted. Use only one brand.
Hydrated lime:	ASTM C 207, Type S.
Mortar sand:	ASTM C 144, not less than 4% passing No. 100 sieve, uniformly graded from fine to coarse.
Grout sand:	ASTM C 404, natural, Size No. 1.
Pea gravel:	ASTM C 404, gravel, except maximum 5% passing a No. 8 sieve and all passing a 3/8" sieve.
Mortar admix:	Red Label Suconem, Anti-Hydro, or equal.
Grout admix:	Sika Chemical Corp. GA Grout Aid, type as required; no substitution.
Color pigment:	Pure ground mineral oxides, non-fading, alkali and lime proof, factory packaged.
Water:	From domestic potable source.
Control joint filler:	Rapid Control Joint by Dor-O-Wal, wide flange unless regular is shown, approved sizes.

2.2 CONCRETE BLOCK MATERIALS. ASTM C 90, Grade N-1, standard lightweight aggregate units, steam-cured or yard cured for 28 days, meeting Quality Control Standards of Concrete Masonry Association, natural cement color smooth faced units unless otherwise indicated or specified. Include matching jamb, lintel, control joint, bond beam, wall cap, and other special shape, type, or size units as required. Specifically the Marina Park Restroom shall be split faced CMU exterior and Smooth Faced interior – color shall be selected by the District Project Manager upon submittal.

- A. Colored Concrete Block. As above, integrally colored, color as selected from full range of colors.
- B. Split-Face Concrete Block. Exterior - As above, integrally colored, color as selected from tan or buff range of colors, with approved split texture on all exposed exterior faces and ends.

**CONCRETE MASONRY UNIT
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2.3 MORTAR AND GROUT PROPORTIONS AND MIXING.

- A. Strengths. Minimum compressive strengths of 1,800 psi for mortar and 2,000 psi for grout at 28 days.
- B. Proportions. Accurately measure all mortar and grout by volume using calibrated containers. Shovel measurements are not acceptable.
 - 1. Mortar. Type S conforming to Building Code Table 21-A, with mortar admix in mortar for exterior masonry, quantity per manufacturer's directions.
 - 2. Colored Mortar. Same as for mortar plus color pigment to produce cured dry color matching the approved Sample.
 - 3. Grout. By volume, 1 part portland cement, not over 3 parts damp loose sand, and 1 to 2 parts of pea gravel; or proportions as required for minimum 2,000 psi compressive strength. Include grout admix of the correct type, proportioned per manufacturer's directions.
- C. Mixing. Place half of water and sand in operating mixer; then add cement, lime, and the remainder of sand and water. Machine mix not less than 5 minutes after ingredients are charged.
- D. Retemper Mortar within one hour after leaving mixer to maintain high plasticity. Add water in a basin formed in the mortar and rework mortar into water. Discard mortar which is not used within one hour or that has begun to initially set.

PART 3 - EXECUTION

3.1 INSTALLATION OF CONCRETE BLOCK MASONRY. Lay out masonry to minimize cutting of units and use of odd joint sizes or bond. Construct masonry in accordance with Code and Concrete Masonry Association for reinforced masonry. Place and embed in masonry the anchors, bolts, reglets, sleeves, conduits, and all other items required by other trades, fully grouted in place. Work out the details and be responsible for size, position, and arrangement of embedded items and necessary openings. Cut units by machine saw. Install only clean uncracked units.

- A. Setting. Install masonry to preserve unobstructed vertical continuity of cells. Full bed face shells and cross webs in mortar. Fill header or end joints solid with mortar for a distance in from face of wall or unit not less than thickness of longitudinal face shells. Provide corner bond by lapping units in successive vertical courses.
- B. Cleanout Openings. Provide openings at bottoms of cells containing reinforcing, and at each lift or pour of grout exceeding 48" height. Remove all overhanging mortar and other obstructions or debris from interior of cells. Seal cleanouts with matching whole units and mortar joints.

**CONCRETE MASONRY UNIT
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- C. **Reinforcing.** Use deep-cut bond beam units for horizontal bars. Place open-end units for vertical bars unless otherwise shown. Hold vertical bars in position at top and bottom and at intervals not exceeding 192 bar diameters. Accurately set and place reinforcement as indicated. Hold vertical bars securely in place with wood frames or similar devices as necessary for correct alignment. Install horizontal reinforcing as erection progresses, laps wire tied. Maintain minimum 3/4" clear distance between masonry and bars. Make laps and splices in bars not less than 40 bar diameters unless otherwise indicated.
 - D. **Grouting.** Fill the cells containing reinforcement with grout except where grout filling of all cells is indicated. Pour in 4-foot lifts, waiting about 1-hour between lifts. Pour the full height in each section of the wall in one shift. Consolidate grout by puddling or internal vibration, then reconsolidate about 10 minutes later before plasticity is lost. Form horizontal construction joints by stopping grout pour 1½" below top of units. High lift grouting may be used at Contractor's option as approved and according to Code.
 - E. **Bond and Joints.** Lay units with 1/2-unit running bond, vertical joints aligned and plumb. Make all joints uniformly 3/8" size, concealed joints struck flush. Compact and dense concave tool exposed joints.
 - F. **Weep Holes.** Provide nominal quarter inch diameter weep holes at the bottom of ungrouted cells of exterior walls, or provide weep holes at maximum 32" centers with drain slots under webs of intervening units.
- 3.2 WALL CONTROL JOINTS.** Provide in concrete block walls where shown, and not to exceed 20 feet on center where not otherwise indicated, control joint filler placed for the full height of each joint. Caulk exterior face of joints according to Section 07920.
- 3.3 CEMENT WASH ON WALL TOPS.** Install mortar matching masonry joints. Trowel dense and smooth with clean edges, sloped as shown or directed and cross score using an approved tool at nominal 32" centers. As soon as hardened, cover with sealed plastic sheeting and keep moist for at least 10 days after placing.
- 3.4 CURING.** Keep newly constructed masonry damp for three days with a regulated fog spray of water sufficient only to moisten faces of masonry but not in an amount as to cause water to flow down over masonry. Do not saturate with water for curing or any other purposes and protect from rain or flooding during curing period.
- 3.5 CLEANING.** Clean mortar and grout off exposed surfaces immediately. Acceptably repair imperfect joints, holes, defaced units, chopped edges or corners, and all other defects or replace the defective units. Mortar or grout stains on exposed surfaces are subject to sandblast cleaning, as directed, to obtain clean uniform approved appearance, at no extra cost to the District.

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3.6 PARGE COAT. Apply mortar parge coat on all masonry to receive built-up membrane waterproofing, troweled smooth. Keep the parge coat continuously damp for three days or spray / apply a black bituminous curing compound conforming to ASTM C 309.

3.7 CONCRETE BLOCK TESTS AND INSPECTIONS

A. Refer to Specification section 01410.

END OF SECTION

**CONCRETE MASONRY UNIT
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CONCRETE MASONRY UNIT
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SECTION 06100

ROUGH CARPENTRY

PART 1 - GENERAL

1.1. SUMMARY:

- A. Section Includes: Rough carpentry work.

1.2. REFERENCES:

- A. The editions of the specifications and standards referenced herein, published by the following organizations, apply to the work only to the extent specified by the reference. Refer to Special Provisions Specifications for information concerning availability and use of references.
 1. American Plywood Association (APA)
 2. American Society for Testing and Materials (ASTM)
 3. American Wood Preservers Bureau (AWPB)
 4. U.S. Department of Commerce Product Standard (PS)
 5. West Coast Lumber Inspection Bureau (WCLIB)
 6. Western Wood Products Association (WWPA)
 7. Redwood Inspection Service (RIS)

1.3. SUBMITTALS:

- A. Product Data: Submit copies of current ICBO Evaluation Reports for powder driven fasteners.
- B. Wood Treatment Data: Submit chemical treatment manufacturers instructions for handling, storing, installing and finishing of treated materials.
 1. Preservative Treatment: For each type specified, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.
 2. Water Borne Treatment: Include statement that moisture content of treated materials was reduced to levels specified before shipment to project site.
 3. Fire-Retardant Treatment: Include certification by treating plant that treatment material complies with specified standard and other requirements.

1.4. QUALITY ASSURANCE:

- A. Requirements of Regulatory Agencies:
 1. Rough carpentry shall conform to the California Code of Regulations (CCR) Title 24 Part 2, California Building Code, and Chapter 25.
 2. Powder driven fasteners shall be furnished and installed in accordance with the manufacturer's current ICBO Evaluation Report.
- B. Grade Marks:

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1. Identify each piece of lumber by the official grade mark of WCLIB, or WWPA.
2. Identify plywood by the official grade mark of APA.
3. Identify pressure preservative treated lumber and plywood with the official grade mark of AWPB. Grade stamp shall state retention: statements on grade stamp such as Aor to refusal@ are not permitted.
4. Identify fire retardant treated lumber with appropriate classification marking of Underwriters Laboratories, Inc., U.S. Testing Timber Products Inspection or other testing and inspecting agency acceptable to the State Fire Marshal.

1.5. DELIVERY, STORAGE AND HANDLING:

- A. Deliver materials to the site in an undamaged condition.
- B. Store lumber and plywood at the site under cover or otherwise protected against exposure to weather, raised above the ground and out of contact with other damp or wet surfaces. Stack lumber and plywood and provide for air circulation within and around the stacks and under temporary coverings. For pressure treated lumber and plywood, provide spacers between courses to permit air circulation.

1.6 PROJECT CONDITIONS:

- A. Cooperate with other trades in coordinating their work with the work of this section. Provide wood grounds, blocking and nailers where indicated or as required for integration of work of other trades into the structure.

PART 2 - PRODUCTS

2.1 LUMBER:

- A. Lumber Standards: Manufacture lumber to comply with PS 20-70 American Softwood Lumber Standard@ and with applicable grading rules of inspection agencies specified herein.
- B. Moisture Content at Time of Placing:
 1. Untreated Lumber: Maximum 19 percent.
 2. Treated Lumber: Maximum 19 percent after pressure treatment.
- C. Sizing and Surfacing: Sizes indicated are nominal; provide actual sizes in accordance with PS 20-70. Provide dressed lumber, S4S, except as otherwise indicated.
- D. Dimension Lumber: Provide lumber of the grades and species listed below for the various purposes, graded in accordance with WCLIB Standard Grading Rules No. 16", 1988 Edition, WWPA Western Lumber Grading Rules 88", or RIS Standard Specifications for Grades of California Redwood Lumber. 1989 Edition.
 1. Cants, Roof Nailers, and Roof Curbs: Standard or better grade Light Framing; No. 2 or better grade Structural Light Framing; or Stud grade of any commercial softwood species, pressure preservative treated.

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2. Blocking, Nailers and Bracing: Standard or better grade Light Framing; No. 2 or better grade Structural Light Framing; or Stud grade of any commercial softwood species.
3. Headers No. 1 or better grade.

2.2 PLYWOOD:

- A. Plywood Standards: Manufacture plywood to comply with PS 1-83 AU.S. Product Standard for Construction and Industrial Plywood.
- B. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant treated plywood panels designation, C-D Plugged grade, Exposure I durability classification, 3.4 inch thick unless otherwise indicated.

2.3 PRESSURE TREATMENT:

- A. Where lumber or plywood is indicated or specified herein, or is required by CCR Title 24, to receive pressure preservative treatment, treat materials in accordance with AWPB LP-22. Incising of Douglas fir will be required where necessary to achieve the specified retention. Complete fabrication of treated items before treatment, where possible. Cuts and holes shall be retreated in accordance with AWPA H-84.
- B. Fire-Retardant Treatment: Where fire-retardant treated wood is indicated or required by CCR Title 24, pressure impregnate lumber and plywood with fire-retardant chemicals to meet the requirements of AWPA C20 and C27, respectively; identify fire-retardant-treated wood with appropriate classification marking of Underwriters Laboratories, U.S. Testing, Timber Products Inspection, or other testing and inspecting agency acceptable to State Fire Marshal.

2.4 MISCELLANEOUS MATERIALS:

- A. Building Paper: Fully waterproof Kraft paper conforming to Fed. Spec. UU-B-790A (1), Type I, Grade B (moderate water vapor resistance).
- B. Rough Hardware:
 1. Furnish items of rough hardware, connections, bolts, required to complete the work. Where carpentry work is exposed to weather or in area of high relative humidity, provide nails, bolts, nuts, washers and other fasteners with a hot-dipped zinc coating in accordance with ASTM A 153-82.
 2. Nails: Common wire. Use ring or spiral shank nails for floor sheathing. Special nailing requirements shall be as indicated.
 3. Bolts: Standard mild steel, square or hexagonal head machine bolts with matching nuts and cut washers, or carriage bolts with square or hexagonal nuts and cut washers.
 4. Lag Bolts and Screws: Sizes indicated.
 5. Toggle Bolts: Sizes indicated.

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- C. Powder Driven Fasteners: Provide fastener systems complete with all necessary washers, nuts and other appurtenances. Fasteners shall be as follows or approved equal:
1. Hilti, Inc.
 2. Powder Power Tool Corp.: ADrive-It
 3. Ramset Fastening Systems: ARamset

PART 3 - EXECUTION

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3.1 EXAMINATION:

- A. Before commencing work, check concrete and masonry walls, steel, and other construction supporting rough carpentry work to ensure that they are set to the lines and levels indicated within the specified tolerances. Do not proceed until discrepancies have been corrected or adjusted.

3.2 INSTALLATION:

- A. Install carpentry, making proper provisions for work of other trades. Fit neatly around exposed items, such as outlet boxes, conduit, pipes, and ducts.
- B. Wood Grounds, Nailers, Blocking and Sleepers:
 - 1. Provide wherever indicated and where required for screeding or attachment of other work. Form to shapes as indicated and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
 - 2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build such items into masonry during erection of masonry. Where possible, anchor to formwork before concrete placement.
 - 3. Provide permanent grounds of dressed, preservative treated, key beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

3.3 LUMBER FASTENINGS:

- A. Nailing and bolting of wood members shall conform to the minimum requirements of the CCR Title 24 Part 2, Chapter 25, as specified herein, and as indicated.
- B. Bolting: Bolts shall be standard stock machine bolts as specified. Drill holes in wood member 1/16 inch larger than nominal bolt diameter. Exposed bolts shall be all hexagonal head with matching nuts. Retighten bolted connections before final acceptance or, in the case of bolted connections in concealed locations, immediately before the area is sealed off.
- C. Lag Bolts (or Lag Screws): Provide prebored lead holes for all lag bolts. Drill lead hole for the shank to a depth equal to the length of the unthreaded portion in the main member, using a drill of the same diameter as the lag bolt. Then extend lead hole for the threaded portion with a drill whose diameter is 60 percent of the nominal lag bolt diameter. Insert lag bolt into lead hole by turning with a wrench, and not by driving with a hammer. Use soap, beeswax or other lubricant to facilitate insertion.
- D. Nailing: Connections shall be as indicated in CCR Title 24 Part 2, Table 25-0 where not otherwise indicated. Nails shall be untreated steel. Unless connectors are detailed or steel connectors indicated, nails shall not be driven closer together than 1/2 of their length nor closer to the edge of a member than 1/4 their length. When

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wood tends to split with size of nail used, predrill holes for nails. Penetration of nails or spikes into pieces shall be not less than one-half the length of the nail or spike.

- E. Washers: Provide all bolts and lag screws bearing on wood with cut washers except where malleable iron or plate washers are indicated on the structural drawings.

3.4 ROUGH HARDWARE:

- A. Furnish and install all stock items of rough hardware as indicated or required, including clips, anchors, hangers, bolts, ties, and plates for connecting wood members to wood, concrete, or steel, except as specified to be provided under other Sections.

END OF SECTION

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SECTION 07130

WATERPROOFING MEMBRANE SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Application of rolled, self-adhering waterproofing membrane system.

1.02 RELATED SECTIONS

- A. Section 03300 - Cast-in-Place Concrete.

1.03 REFERENCES

- A. American Railway Engineering & Maintenance of Way Association (AREMA) Specification Chapter 29 - Waterproofing.
- B. ASTM D146-97 - Standard Test Methods for Sampling and Testing Bitumen-Saturated Felts and Fabrics Used in Roofing and Waterproofing.
- C. ASTM D412-98a(2002)e1 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
- D. ASTM D570-98 - Standard Test Method for Water Absorption of Plastics.
- E. ASTM E96-00e1 (Method B) - Standard Test Methods for Water Vapor Transmission of Materials.
- F. ASTM E154-99 - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.

1.04 SUBMITTALS

- A. Comply with Section 700 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean dry area in accordance with manufacturer's instructions.

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- C. Store adhesives and primers at temperatures of 40°F (5°C) and above to facilitate handling.
- D. Store membrane cartons on pallets.
- E. Do not store at temperatures above 90°F (32°C) for extended periods.
- F. Keep away from sparks and flames.
- G. Completely cover when stored outside. Protect from rain.
- H. Protect materials during handling and application to prevent damage or contamination.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Product not intended for uses subject to abuse or permanent exposure to the elements.
- B. Protect rolls from direct sunlight until ready for use
- C. Do not apply membrane when air or surface temperatures are below 40°F (4°C).
- D. Do not apply to frozen concrete.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. W.R. Meadows, Inc., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Web Site www.wrmeadows.com. **Or Equal.**

2.02 MATERIALS

- A. Rolled, Self-Adhering Waterproofing Membrane: Polymeric waterproofing membrane protected by release paper on cross-laminated polyethylene carrier film with exposed polymeric membrane strips on both sides protected by pull-off release strips.
 - 1. Performance Based Specification: Waterproofing membrane shall have the following characteristics:
 - a. Compliance: AREMA Specification Chapter 29 - Waterproofing.
 - b. Thickness:
 - 1) Carrier Film: 4 mils.
 - 2) Polymeric Membrane: 56 mils.
 - c. Tensile Strength, ASTM D 412, Die C:
 - 1) Carrier Film: 5,900 psi (40.71 MPa) minimum.
 - 2) Polymeric Membrane: 590 psi (4.07 MPa) minimum.

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- d. Elongation, ASTM D 412, Die C: Polymeric Membrane: 455 percent minimum.
 - e. Peel Adhesion:
 - 1) Dry: 7 to 11 pounds/inch (125 to 196 g/mm) width, minimum.
 - 2) Wet: 7 to 12 pounds/inch (125 to 214 g/mm) width, minimum.
 - f. Pliability, ASTM D 146:
 - 1) 180 Degree Bend: Unaffected.
 - 2) 1 Inch (25.4 mm) Mandrel at -25°F (-32°C): Unaffected.
 - g. Water Vapor Permeance, ASTM E 96, Method B: 5.72×10^{-9} g/Pa-s-m².
 - h. Water Absorption, ASTM D 570: 0.1 percent, 72 hours maximum.
 - i. Resistance to Hydrostatic Head: Equivalent to 240 feet (73.1m) of water.
 - j. Puncture Resistance, ASTM E 154: 67 pounds.
 - k. Exposure to Fungi, Soil Test: Pass, 16 weeks.
 - l. Color:
 - 1) Carrier Film: White.
 - 2) Polymeric Membrane: Black.
2. Design based on: Mel-Rol® Waterproofing System by W.R. Meadows. When air and surface temperatures are between 20°F (-7°C) and 60°F (16°C) Mel-Rol, LT (Low Temperature) can be used.

2.03 ACCESSORIES

- A. Primer:
 - 1. Temperatures Above 40°F (4°C): Mel-Prime Water Base Primer
 - 2. Temperatures Above 20°F (-7°C): Mel-Prime VOC Compliant Solvent Base Primer or Standard Solvent Base Primer.
- B. Flashing and Fillets: Mel-Rol Liquid Membrane.
- C. Pointing Mastic: Pointing Mastic.
- D. Termination Bar: Sealtight Termination Bar.
- E. Corner Tape: Detail Strip.
- F. Waterproofing Protection Course: Protection Course.
- G. Rolled Matrix Drainage System: Mel-Drain™ Rolled Matrix Drainage System.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to receive membrane. Notify District if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

3.02 SURFACE PREPARATION

- A. Protect adjacent surfaces not designated to receive waterproofing.
- B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions.
- C. Do not apply waterproofing to surfaces unacceptable to manufacturer.
- D. Concrete surfaces must be clean, smooth and free of standing water.
- E. Patch all holes and voids and smooth out any surface misalignments.

3.03 APPLICATION

- A. Apply waterproofing membrane system in accordance with manufacturer's instructions.
- B. Ensure accessory materials are compatible with membrane and approved by membrane manufacturer.
- C. Prime surfaces to be covered in one working day with applicable primer. Reprime uncovered surfaces next day.
- D. Inspect membrane before covering and repair as necessary. Cover tears and inadequate overlaps with membrane. Seal edges of patches with pointing mastic.
- E. Perform flood testing of horizontal applications, as required. Mark leaks and repair when membrane dries.
- F. Avoid use of products which contain tars, solvents, pitches, polysulfide polymers, or PVC materials that may come into contact with waterproofing membrane system.

3.04 PROTECTION

- A. Protect membrane on vertical and horizontal applications with immediate application of waterproofing protection course, if no drainage system is used, or rolled matrix drainage system. Use pointing mastic as an adhesive.
- B. Backfill immediately using care to avoid damaging waterproofing membrane system.

END OF SECTION

WATERPROOFING MEMBRANE SYSTEMS

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SECTION 07160

UNDERSLAB VAPOR RETARDER/BARRIER

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Application of an underslab vapor retarder.

1.2 RELATED SECTIONS

- A. Section 03300 - Concrete.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM E1745 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil Or Granular Fill Under Concrete Slabs.
 - 2. ASTM E154 Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs.
 - 3. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
 - 4. ASTM E1643 Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
 - 5. ASTM F1249-01 Standard Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor.
- B. American Concrete Institute (ACI)
 - 1. ACI 302.1R-96 Vapor Barrier Component (plastic membrane) is not less than 10 mils thick.

1.4 SUBMITTALS

- A. Comply with Section 700 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.
- C. LEED Submittals:
 - 1. Product Data for Credit EA 1: Optimized Energy Performance
 - 2. Product Data for Credit EQ 3.1: Construction IAQ Management Plan – During Construction
 - 3. Product Data for Credit MR Credit 5.1: Regional Materials: 10% Extracted, Processed & Manufactured Regionally
 - 4. Product Data for Credit MR 5.2: Regional Materials: 20% Extracted, Processed & Manufactured Regionally.

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1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean dry area in accordance with manufacturer's instructions.
- C. Stack membrane on smooth ground or wood platform to eliminate warping.
- D. Protect materials during handling and application to prevent damage or contamination.
- E. Ensure membrane is stamped with manufacturer's name, product name and membrane thickness at intervals of no more than 85" (220 cm).

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Product not intended for uses subject to abuse or permanent exposure to the elements.
- B. Do not apply on frozen ground.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. W.R. Meadows, Inc., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Web Site www.wrmeadows.com. Or Equal

2.2 MATERIALS

- A. Plastic Vapor Retarder
 - 1. Design Base on: Vapor Retarder membrane must meet or exceed all requirements of ASTM E1745 Classes A, B, & C.
 - a. Maximum Permeance ASTM E96: 0.018 Perms
 - b. Water Vapor Transmission Rate ASTM F1249 calibrated to ASTM E96 (water method): 0.007 grains/ft²/hr
 - c. Resistance to Organisms and Substrates in Contact with Soil ASTM E154, Section 13: 0.027 Perms
 - d. Tensile Strength ASTM E154, Section 9: 84 LBS. Force/Inch
 - e. Puncture Resistance ASTM D1709, Method B: 4,335 Grams
 - f. Water Vapor Retarder ASTM E1745: Meets or exceeds Class A, B & C
 - g. Thickness of Retarder (plastic) ACI 302.1R-96: Not less than 10 mils
 - 2. Design Based on:
 - a. Perminator™ 15 mil by W.R. Meadows.

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2.3 ACCESSORIES

- A. Seam Tape
 - 1. High Density Polyethylene Tape with pressure sensitive adhesive. Minimum width 4 inches.
- B. Pipe Boots
 - 1. Construct pipe boots from vapor barrier material and pressure sensitive tape per manufacturer's instructions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive membrane. Notify Architect if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Prepare surfaces in accordance with manufacturers instructions.

3.3 APPLICATION

- A. Installation shall be in accordance with manufacturer's instructions and ASTM E 1643-98.
- B. Unroll vapor barrier with the longest dimension parallel with the direction of the pour.
- C. Lap vapor barrier over footings and seal to foundation walls.
- D. Overlap joints 6 inches and seal with manufacturer's tape.
- E. Seal all penetrations (including pipes) with manufacturer's pipe boot.
- F. No penetration of the vapor barrier is allowed except for reinforcing steel and permanent utilities.
- G. Repair damaged areas by cutting patches of vapor barrier, overlapping damaged area 6 inches and taping all four sides with tape.

END OF SECTION

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SECTION 07190
WATER REPELLENTS

PART 1 GENERAL

1. SECTION INCLUDES

- A. Water repellents applied to CMU walls.
- B. Pressure Washing

2. RELATED SECTIONS

- A. Section 04220 - For provision and installation of water repellent at Exterior Masonry Units
- D. Section 07920 - Joint Sealers.

3. REFERENCES

- A. ASTM D 3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2004.
- B. ASTM D 5095 - Standard Test Method for Determination of the Nonvolatile Content in Silanes, Siloxanes, and Silane-Siloxane Blends Used in Masonry Water Repellent Treatments; 1991 (Reapproved 2002).
- C. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; current edition, www.paintinfo.com.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; 2002.

4. SUBMITTALS

- A. See Section 700 – Submittal Procedures, for submittal procedures.
- B. Product Data: Provide product description.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention; cautionary procedures required during application.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer's Field Reports: Report whether manufacturer's "best practices" are being followed; if not, state corrective recommendations. Email report to the Architect the same day as inspection occurs; mail report on manufacturer's letterhead to the Architect within 2 days after inspection.

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5. QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.
- C. The District reserves the right to provide continuous independent inspection of surface preparation and application of water repellent.

6. MOCK-UP

- A. Prepare a representative surface 36 x 36 inch (1 x 1 m) in size using specified materials and preparation and application methods on surfaces identical to those to be coated; approved mock-up constitutes standard for workmanship.
- B. For proposed substitutions, prepare side-by-side mock-ups of specified and substitute products.
- C. Locate where directed.
- D. Mockup of the District approved product may remain as part of the Work.

7. PRE-INSTALLATION MEETING

- A. Convene a meeting at least one week prior to starting work; require attendance of affected installers; invite the District.

8. ENVIRONMENTAL REQUIREMENTS

- A. Protect liquid materials from freezing.
- B. Do not apply water repellent when ambient temperature is lower than 50 degrees F (10 degrees C) or higher than 100 degrees F (38 degrees C).

9. EXTRA MATERIALS

- A. See Section 01600 - Product Requirements, for additional provisions.
- B. Provide two gallons (9 l) of water repellent.

PART 2 PRODUCTS

1. MANUFACTURERS

- A. Water Repellents:
 - 1. Tnemec www.tnemec.com; Dur A Pell GS Graffiti Shield Series 626.
 - 2. Degussa Building Systems/Hydrozo: www.chemrex.com.
 - 3. Textured Coatings of America, Inc: www.texcote.com.
 - 4. Or equal

2. MATERIALS

- A. Water Repellent: Silicone resin based; colorless.

PART 3 EXECUTION

1. EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify joint sealants are installed and cured.
- C. Verify surfaces to be coated are dry, clean, and free of efflorescence, oil, or other matter detrimental to application of water repellent.

2. PREPARATION

- A. Prepare surfaces to be coated as recommended by water repellent manufacturer for best results.
- B. Do not start work until masonry mortar substrate is cured a minimum of 60 days.
- C. Remove oil and foreign substances with a chemical solvent that will not affect water repellent.
- D. Pressure wash surfaces to be coated:
 - 1. Firm Masonry (Concrete Masonry Units, Brick, and Dense Stone): High pressure wash at 1500 to 4000 psi (10 to 30 MPa), at 6 to 12 inches (150 to 300 mm) from surface.
- E. Allow surfaces to dry completely to degree recommended by water repellent manufacturer before starting coating work.

3. APPLICATION

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- A. Apply water repellent in accordance with manufacturer's instructions, using procedures and application methods recommended for best results.
- B. Apply at rate recommended by manufacturer, continuously over entire surface.
- C. Apply two coats, minimum.
- D. Provide manufacturer's field service representative to inspect preparation and application work continuously during entire application period to ensure that manufacturer's "best practices" for preparation and application are being followed.

4. PROTECTION OF ADJACENT WORK

- A. Protect adjacent landscaping, property, and vehicles from drips and overspray.
- B. Protect adjacent surfaces not intended to receive water repellent.
- B. Remove water repellent from unintended surfaces immediately by a method instructed by water repellent manufacturer.

END OF SECTION

**WATER REPELLENTS
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SECTION 07310 ASPHALT SHINGLES

I. GENERAL

I.1. SECTION INCLUDES

- A. Asphalt roofing shingles.
- B. Leak barrier and roof deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

I.2. RELATED SECTIONS

- A. Section 06100 - Rough Carpentry: Framing, wood decking, and roof sheathing.
- B. Section 07620 - Flashing and Sheet Metal: Sheet metal flashing not associated with shingle roofing; gutters and downspouts.

REFERENCES

- A. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
 - 1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 4. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
 - 5. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
 - 6. ASTM D 3462 - Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
 - 7. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 8. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
- B. Roofing Systems and Materials Guide (TGFU R1306)
 - 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
 - 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
 - 3. UL 2218 - Impact Resistance of Prepared Roof Covering Materials.
- C. Asphalt Roofing Manufacturers Association (ARMA)
- D. Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) - Architectural Sheet Metal Manual.

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- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE).
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- G. Cool Roof Rating Council (CRRC)

I.4. DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

I.5. SUBMITTALS

- A. Submit copies product data sheets, detail drawings and samples for each type of roofing product.

I.6. QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.
- B. Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

I.7. REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

I.8. PREINSTALLATION MEETING

- A. General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.
- B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.
- C. Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, architect or engineer's representative, and the general contractor's representative.
- D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

I.9. DELIVERY, STORAGE, AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed 's recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

I.10. WEATHER CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations

I.11. WARRANTY: Provide to the owner a warranty covering

- 1. Roofs installed by a certified installer only.
- 2. Manufacturing defects: 100% coverage for materials and labor for 40 years with the first 20 years non- prorated.
- 3. Workmanship errors: 100% coverage for workmanship errors for 20 years.
- 4. Warranted against algae discoloration for 10 years
- 5. Full roof installation using the following:
 - a. Synthetic underlayment .
 - b. Water shield at plumbing vents, and skylights.
 - c. Pre-cut starter strip products (only those with factory applied adhesive) at the eaves. Note: To obtain bonus wind coverage, you must use pre cut starter strip products (with factory applied adhesive) at the eaves and rakes and you must install each shingle using 6 nails. For Miami Dade County Florida, no adhesive on rakes. You must cement the starter strip in and nail along the rake.
 - d. Ventilation with adequate intake ventilation. exhaust ventilation products can be substituted only if ridge ventilation cannot be installed due to a structure's architecture. In any event, adequate ventilation should meet the following requirements:
 - i. Minimum net free ventilation area of 1 sq ft per 150 sq ft of ceiling area is required. When intake vents are located at the eaves and exhaust vents are located near the roof's peak (in a properly balanced system) for maximum air flow, ventilation may be reduced to 1 sq ft per 300 sq ft. If these standards are not met.
 - e. Shingles that correspond to the shingle product you are installing.
 - f. New metal flashings must be installed. Metal drip edge must be used at eaves and is recommended at rake edges.

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6. In addition to the requirements listed above, the installer must register and pay for the warranty.

2. PRODUCTS

2.1. MANUFACTURERS

- A. Acceptable Manufacturer: GAF, 1361 Alps Rd. Wayne NJ 07470. Tel: 1-973-628-3000.
- B. Certainteed, PA
- C. Owens Corning, Malibu CA
- D. Or equal.

2.2 SHINGLES

- A. Heavyweight, impact resistant, granule surfaced self sealing asphalt shingle with a strong fiberglass reinforcement and stain protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake (Architectural Shingles) appearance with a 5 5/8 inch exposure. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; Passes UL 2218, Class 4 Impact Test; ASTM D 3462; AC438; CSA A123.5-98; ICC Report Approval.
 1. Color: As selected from manufacturers' full range.

2.3 RIDGE SHINGLES.

- A. Distinctive hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 33.3 lineal feet (10.15m) with a 5 5/8 inch (147mm) exposure.

2.4 STARTER STRIP

- A. Self sealing starter shingle designed for premium roof shingles. Each bundle covers approx. 100 lineal feet (30.48m) for English and metric shingles or 50 lineal feet (15.24m) for oversized shingles.

2.5 SHINGLE UNDERLAYMENT

- A. Synthetic, non-asphaltic, non-woven, anti-skid back coated, polypropylene constructed non breathable underlayment. Meets or exceeds ASTM D226 and D4869 approved by UL, Florida Building Code, ICC and CSA A220.1. Each roll contains approximately 10 squares (1000 gross sq. ft.) of material and is 48 in. x 250 ft. (14.6 m x 76.2 m),

2.6 ROOFING CEMENT

- A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.

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2.7 NAILS

- A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

2.8 METAL FLASHING

- A. 24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.

3. EXECUTION

3.1. EXAMINATION

- A. Do not begin installation until the roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another installer, notify the District of unsatisfactory preparation before proceeding.

3.2. PREPARATION Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

- A. At areas that receive eaves protection membrane, fill knotholes and cracks with latex filler.
- B. Install crickets on the upslope side of all chimneys in the north, any chimney wider than 24" (610mm), and on all roofs steeper than 6/12.

3.3. INSTALLATION OF UNDERLAYMENTS General:

Install using methods recommended by , in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

A. Eaves:

1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.
2. In the north, and on all roofs between 2/12 and 4/12 (low slopes) install leak barrier up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall". Lap ends 6 inches (152mm) and bond.

B. Ridges:

1. Install leak barrier along entire lengths. If ridge vents are to be installed, position the leak barrier so that the ridge slots will not be covered.

C. Roof Deck:

1. Install one layer of roof deck protection over the entire area not protected by leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at more than 4:12, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.

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3. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
4. Lap roof deck protection over leak barrier in valley at least 6 inches (152mm).

D. Synthetic Underlayment

1. Synthetic underlayment shall be installed over a clean, dry deck.
2. Install water shield eaves, rakes, skylights, dormers and other vulnerable leak areas.
3. Lay underlayment over deck and overlap 3" (76mm) at side laps and 6" (152mm) at end laps.
4. For exposure to rain or snow, overlap 12" (305mm) at end laps.
5. For side and end laps: fasten underlayment 12" (305mm) o.c. (6" (152mm)o.c. for high wind areas).
6. For middle of the roll: fasten underlayment 24" (610mm) o.c. (12" (305mm) o.c. for high wind areas).
7. For exposure to rail or snow, completely cover all side laps, end laps and fasteners with tape.
8. For long term exposure see complete underlayment installation instructions for side lap detail.
9. If roof may be exposed to high winds, apply tape over all fasteners at the center of the roll to prevent rain or snow from entering at the fasteners.
10. For slopes less than 2:12, a double application of underlayment is required. See installation instructions for more information.

E. Penetrations:

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Skylights and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches (305mm) on to the roof surface lapping over roof deck underlayment.
4. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

3.4 INSTALLATION OF STARTER SHINGLES

A. General:

1. Install in accordance with the manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Refer to application instructions for the selected starter strip shingles.

B. Placement and Nailing:

1. For maximum wind resistance along rakes & eaves, install any starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
2. Place starter strip shingles 1/4" – 3/4" (6 – 19mm) over eave and rake edges to provide drip edge.
3. Nail approximately 1-1/2" – 3" (38 – 76mm) above the butt edge of the shingle.
4. Rake starter course should overlap eave edge starter strip at least 3" (76mm).

3.5 INSTALLATION OF SHINGLES

A. General:

1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
 2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles).
 3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
1. Placement and Nailing:
1. Secure with 4, 5, or 6 nails per shingle per manufacturer's application instructions or local codes.
 2. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
 3. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
 4. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
5. C. Placement and Nailing:
1. Beginning with the starter strip, trim shingles so that they "nest" within the shingle located beneath it. This procedure will yield a first course that is typically 3 inch (76mm) to 4 inch (102mm) rather than a fully exposed shingle.
 2. Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.
 3. Using the bottom of the tab on existing shingles, align subsequent courses.
 4. *Note: DO NOT install standard sized shingles (5inch exposure) over metric (5 5/8 inch exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.
 5. Secure with 4, 5, or 6 nails per shingle per 's instructions or local codes.
 6. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
 7. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
 8. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

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D. Penetrations

1. All Penetrations are to be flashed according to ARMA and NRCA application instructions and construction details.

E. Skylights

1. Consult the manufacturer of the skylight or roof hatch for specific installation recommendations.
2. Skylights and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

3.6 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

END OF SECTION

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SECTION 07620**SHEET METAL FLASHING AND TRIM****PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Roof-drainage systems.
 - 2. Exposed trim, gravel stops, and fasciae.
 - 3. Metal flashing.
 - 4. Reglets.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 15 "Mechanical" for set-on-type curbs, equipment supports, and other manufactured roof accessory units.
 - 2. Section 07920 "Joint Sealants" for elastomeric sealants.
 - 3. Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS:

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the following wind zone:
 - 1. Wind Zone 2: Wind pressures of 31 to 45 psf (1.48 to 2.15 kPa).

1.4 SUBMITTALS:

- A. General: Submit each item in this Article according to the Conditions of the Contract and Special Provisions Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.
- D. Samples of sheet metal flashing, trim, and accessory items, in the specified finish.
 - 1. 8-inch- (200-mm-) square samples of specified sheet materials to be exposed as finished surfaces.

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- 2. 12-inch- (300-mm-) long samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
- E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed works with work names and addresses, names and addresses of engineers and the District, and other information specified.

1.5 QUALITY ASSURANCE:

- A. Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Work and with a record of successful in-service performance.

1.6 WORK CONDITIONS:

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2- PRODUCTS

2.1 METALS:

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below:
 - 1. Mill-Finish Aluminum Sheet: ASTM B 209 (ASTM B 209M), 3003-H14, with a minimum thickness of 0.040 inch (1.0 mm), unless otherwise indicated.
- B. Galvanized Steel Sheet: ASTM A 526, G 90 (ASTM A 526M, Z 275), commercial quality, or ASTM A 527, G 90 (ASTM A 527M, Z 275), lock-forming quality, hot-dip galvanized steel sheet with 0.20 percent copper, mill phosphatized where indicated for painting; not less than 0.0396 inch (1.0 mm) thick, unless otherwise indicated.
- C. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet conforming to ASTM A 755, G 90 (ASTM A 755M, Z 275) coating designation, coil coated with high-performance fluoropolymer coating as specified in "Coil-Coated Galvanized Steel Sheet Finish" Article; not less than 0.0336 inch (0.85 mm) thick, unless otherwise indicated.

2.2 REGLETS / COUNTERFLASHING:

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.

- B. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
- C. Flexible Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where plans show reglet without metal counterflashing.
- D. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of the counterflashing lower edge.
 - 1. Material: Aluminum, 0.024 inch (0.6 mm) thick.
 - 2. Material: Galvanized steel, 0.0217 inch (0.55 mm) thick.
- E. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include the following:
 - 1. Fry Reglet Corporation.
 - 2. Hickman: W.P. Hickman Co.
 - 3. Keystone Flashing Company.
 - 4. Or approved equal.

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES:

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- C. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- D. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4-mm) dry film thickness per coat.
- E. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- F. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Section "Joint Sealants."
- G. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- H. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- I. Paper Slip Sheet: 5-lb/square (0.244 kg/sq. m) red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.

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- J. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil- (0.15-mm-) thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- K. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- L. Gutter Screen: 1/4-inch (6-mm) hardware cloth installed in sheet metal frames. Fabricate screen and frame of same basic material as gutters and downspouts.
- M. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

2.4 FABRICATION, GENERAL:

- A. For Galvanized Sheet Metal:
 - 1. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- E. For Aluminum Flashings:
 - 1. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- F. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- G. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.

- H. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- I. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- J. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.5 SHEET METAL FABRICATIONS:

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Gutters, concealed or other, with Girth 16 to 20 Inches (410 to 510 mm): Fabricate from the following material:
 - 1. Galvanized Steel: 0.0276 inch (0.7 mm) thick.
- C. Downspouts: Fabricate from the following material:
 - 1. Galvanized Steel: 0.0217 inch (0.55 mm) thick.
- D. Splash Pans: Fabricate from the following material:
 - 1. Stainless Steel: 0.0187 inch (0.5 mm) thick.
- E. Roof-Drain Flashing: Fabricate from the following material:
 - 1. Lead: 4.0 lb/sq. ft. (1.6 mm thick), hard tempered.
- F. Scuppers: Fabricate from the following material:
 - 6. Galvanized Steel: 0.0276 inch (0.7 mm) thick.
- H. Exposed Metal Trim, Flashing, Counter Flashing, Wall Expansion joints, Gravel Stops, and Fasciae: Fabricate from the following material
 - 1. Galvanized Steel: 0.0276 inch (0.7 mm) thick.
 - 2. Aluminum-Zinc Alloy-Coated Steel: 0.0276 inch (0.7 mm) thick.
- I. Copings: Fabricate from the following material:
 - 1. Galvanized Steel: 0.0396 inch (1.0 mm) thick.
- J. Base Flashing, weep screed, drip screed: Fabricate from the following material (see drawings)
 - 1. Galvanized Steel: 0.0276 inch (0.7 mm) thick.
- K. Counterflashing: Fabricate from the following material: (see drawings)
 - 1. Galvanized Steel: 0.0217 inch (0.55 mm) thick.
- L. Flashing Receivers: Fabricate from the following material: (see drawings)
 - 1. Galvanized Steel: 0.0217 inch (0.55 mm) thick.

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- M. Drip Edges: Fabricate from the following material: (see drawings)
 - 1. Galvanized Steel: 0.0217 inch (0.55 mm) thick.
- O. Equipment Support Flashing: Fabricate from the following material:
 - 1. Galvanized Steel: 0.0276 inch (0.7 mm) thick.
- P. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Galvanized Steel: 0.0276 inch (0.7 mm) thick.

2.6 ALUMINUM EXTRUSION FABRICATIONS:

- A. Aluminum Extrusion Units: Fabricate extruded-aluminum running units with formed or extruded-aluminum joint covers for installation behind main members where possible. Fabricate mitered and welded corner units.
- B. Provide Exterior joints as shown on plans.

2.7 ALUMINUM FINISHES:

- A. General: Comply with Aluminum Association's (AA) "Designation System for Aluminum Finishes" for finish designations and application recommendations.

2.8 COIL-COATED GALVANIZED STEEL SHEET FINISH:

- A. High-Performance Organic Coating Finish: Apply the following system by coil-coating process on galvanized steel sheet as recommended by coating manufacturers and applicator.
 - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: Match Engineer's sample. Sheet metal work adjacent to standing seam metal roofing shall match standing seam metal roof color.
 - b. Resin Manufacturers: Subject to compliance with requirements, provide fluoropolymer coating systems containing resins produced by one of the following manufacturers:
 - 1) Ausimont USA, Inc. (Hylar 5000)
 - 2) If Atochem North America, Inc. (Kynar 500)
 - 3) Or approved equal.
 - 2. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 - a. Atas Aluminum Corporation.
 - b. Copper Sales, Inc.
 - c. MM Systems Corporation.
 - d. Petersen Aluminum Corporation.
 - e. Vincent Metals.
 - f. Or approved equal.

- B. Shop Finish, Rain Drainage: Integral gutters shall be fluoropolymer finished. Down spouts shall be galvanized sheet metal for field painting.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION:

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- D. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
 - 1. Do not solder the following metals:
 - a. Aluminum.
 - b. Coil-coated galvanized steel sheet.
 - 2. Pretinning is not required for the following metals:
 - a. Lead.
 - b. Lead-coated copper.
 - c. Terne-coated stainless steel.
 - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- F. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- G. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Seam tin edges, form seams and solder.
- H. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- I. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.

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1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- J. Roof-Drainage System: Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation.
- K. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Weld or seal flashing to equipment support member.
- L. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.
- M. Splash Pans: Install where downspouts discharge on low-sloped roofs, unless otherwise shown. Set in roof cement or sealant compatible with roofing membrane.
- N. Install continuous gutter screens on gutters with noncorrosive fasteners, arranged as hinged units to swing open for cleaning gutters.

3.3 CLEANING AND PROTECTION:

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

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SECTION 07920

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
- B. This Section includes sealants for the following applications:
1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
 - a. Control and expansion joints in cast-in-place concrete.
 - b. Joints between architectural precast concrete units.
 - c. Control and expansion joints in unit masonry (CMU).
 - d. Joints between metal panels.
 - e. Joints between different materials listed above.
 - f. Perimeter joints between materials listed above and frames of doors and windows.
 - g. Control and expansion joints in ceiling and overhead surfaces.
 - h. Other joints as indicated.
 2. Exterior joints in the following horizontal traffic surfaces:
 - a. Control, expansion, and isolation joints in cast-in-place concrete slabs.
 - b. Joints between architectural precast concrete paving units.
 - c. Joints between different materials listed above.
 - d. Other joints as indicated.
 3. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Perimeter joints of exterior openings where indicated.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
 4. Interior joints in the following horizontal traffic surfaces:
 - a. Control and expansion joints in cast-in-place concrete slabs.
 - b. Other joints as indicated.
- C. Related Sections include the following:
1. Division 2 Section Concrete Paving for sealing joints in pavements, walkways, and curbing.
 2. Division 4 Section Concrete Masonry Unit for masonry control and expansion joint fillers and gaskets.
 3. Division 9 Section "Gypsum Board Assemblies" for sealing perimeter joints of gypsum board partitions to reduce sound transmission.

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1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.
- C. Products must meet SCAQMD Rule 1168 VOC limits.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- E. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- G. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- H. Field Test Report Log: For each elastomeric sealant application. Include information specified in "Field Quality Control" Article.
- I. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- J. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

- K. Warranties: Special warranties specified in this Section.
- L. LEED Submittals:
 - 1. Product Data for Credit IEQ Credit 4.1 – Low Emitting Materials Adhesives & Sealants
 - 2. Product Data for Credit IEQ Credit 4.2 – Low Emitting Materials Paints & Coatings

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit to joint sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use manufacturers standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - a. Perform tests under environmental conditions replicating those that will exist during installation.
 - 2. Submit not fewer than nine pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
 - 5. Testing will not be required if joint sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- D. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 - 3. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to

- ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in peel, and indentation hardness.
4. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- E. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates as follows:
1. Locate test joints where indicated or, if not indicated, as directed by Architect.
 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 - b. Each type of nonelastomeric sealant and joint substrate indicated.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 4. Arrange for tests to take place with joint sealant manufacturer's technical representative present.
 5. Test Method: Test joint sealants by hand-pull method described below:
 - a. Install joint sealants in 60-inch- (1500-mm-) long joints using same materials and methods for joint preparation and joint-sealant installation required for the completed Work. Allow sealants to cure fully before testing.
 - b. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 inch (25 mm) from cross-cut end of 2-inch (50-mm) piece.
 - c. Use fingers to grasp 2-inch (50-mm) piece of sealant between cross-cut end and 1-inch (25-mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
 - c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.
 6. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.
- F. Mockups: Before installing joint sealants, apply elastomeric sealants as follows to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution:
1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section. Provide sealant for Exterior Wall Mock-up

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
 - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive District of other rights the District may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.
- D. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.

- 3. Mechanical damage caused by individuals, tools, or other outside agents.
- 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules at the end of Part 3.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.
- B. Additional Movement Capability: Where additional movement capability is specified in the Elastomeric Joint-Sealant Schedule, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at the time of installation and remain in compliance with other requirements of ASTM C 920 for uses indicated.
- C. Stain-Test-Response Characteristics: Where elastomeric sealants are specified in the Elastomeric Joint-Sealant Schedule to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

2.4 SOLVENT-RELEASE JOINT SEALANTS

- A. Acrylic-Based Solvent-Release Joint-Sealant Standard: Comply with ASTM C 1311 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
- B. Acrylic-Based Solvent-Release Joint-Sealant Standard: Comply with FS TT-S-00230 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.

- C. Butyl-Rubber-Based Solvent-Release Joint-Sealant Standard: Comply with ASTM C 1085 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.

2.5 LATEX JOINT SEALANTS

- A. Latex Sealant Standard: Comply with ASTM C 834 for each product of this description indicated in the Latex Joint-Sealant Schedule at the end of Part 3.

2.6 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Type C: Closed-cell material with a surface skin.
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. **Surface Cleaning of Joints:** Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
 - a. Metal.
 - b. Glass.
- B. **Joint Priming:** Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. **Masking Tape:** Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration, per Figure 5B in ASTM C 1193, where indicated.
 - 5. Provide recessed joint configuration, per Figure 5C in ASTM C 1193, of recess depth and at locations indicated.
 - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.
- G. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
 - 1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
 - 2. Apply a bead of silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's printed schedule and covering a bonded area of not less than a 3/8 inch

- (10 mm). Hold edge of sealant bead inside of masking tape by 1/4 inch (6 mm).
3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
 4. Complete installation of horizontal joints before installing vertical joints. Lap vertical joints over horizontal joints. At end of joints, cut silicone extrusion with a razor knife.
- H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, to produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant to comply with sealant manufacturer's written instructions.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field-test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform one test for each 1000 feet (300 m) of joint length thereafter or one test per each floor per elevation.
 2. Test Method: Test joint sealants by hand-pull method described below:
 - a. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 inch (25 mm) from cross-cut end of 2-inch (50-mm) piece.
 - b. Use fingers to grasp 2-inch (50-mm) piece of sealant between cross-cut end and 1-inch (25-mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
 - c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.
 3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field adhesion test log.
 4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field- adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free from voids.

- c. Whether sealant dimensions and configurations comply with specified requirements.
 - 5. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 - 6. Repair sealants pulled from test area by applying new sealants following same procedures used to originally seal joints. Ensure that original sealant surfaces are clean and new sealant contacts original sealant.

- B. Evaluation of Field-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION

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HOLLOW METAL DOOR AND FRAME

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Standard hollow metal door and frame.
- B. Related Sections:
 - 1. Division 04 Section "Concrete Masonry Units for embedding anchors for hollow metal work into masonry construction.
 - 2. Division 09 Sections Exterior Painting and Interior Painting for field painting hollow metal door and frame.

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings.
- B. Standard Hollow Metal Work: Hollow metal work fabricated according to ANSI/SDI A250.8.
- C. Custom Hollow Metal Work: Hollow metal work fabricated according to ANSI/NAAMM-HMMA 861.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, fire-resistance rating, temperature-rise ratings, and finishes.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each door design.

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2. Details of door, including vertical and horizontal edge details and metal thicknesses.
 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 4. Locations of reinforcement and preparations for hardware.
 5. Details of each different wall opening condition.
 6. Details of anchorages, joints, field splices, and connections.
 7. Details of accessories.
 8. Details of moldings, removable stops, and glazing.
 9. Details of conduit and preparations for power, signal, and control systems.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification:
1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches (75 by 125 mm).
 2. For the following items, prepared on Samples about 12 by 12 inches (305 by 305 mm) to demonstrate compliance with requirements for quality of materials and construction:
 - a. Door: Show vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable.
 - b. Frame: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow metal panels and glazing if applicable.
- E. Other Action Submittals:
1. Schedule: Provide a schedule of hollow metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with door hardware schedule.
- F. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of hollow metal door and frame assembly.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal work from single source from single manufacturer.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL 10C.

\$\$\$\$ DMJMH+N – CORPORATE MEMORY BELOW (1.5.B.1)

1. Where required by agencies having jurisdiction, provide label on door and label on frame.
 2. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that door comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
 3. Temperature-Rise Limit: At vertical exit enclosures and exit passageways, provide door that have a maximum transmitted temperature end point of not more than 250 deg F (121 deg C) above ambient after 30 minutes of standard fire-test exposure.
- C. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
1. Provide additional protection to prevent damage to finish of factory-finished units.
- B. Deliver welded frame with two removable spreader bars across bottom of frame, tack welded to jambs and mullions.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.8 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frame. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products equal to one of the following:
1. Ceco Door Products; an Assa Abloy Group company.
 2. Curries Company; an Assa Abloy Group company.

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2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum A60 (ZF180) metallic coating.
- D. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z (12G) coating designation; mill phosphatized.
 - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Powder-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow metal frame of type indicated.
- G. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.
- H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. (96- to 192-kg/cu. m) density; with maximum flame-spread and smoke-development indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2.3 STANDARD HOLLOW METAL DOOR

- A. General: Provide door of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.
 - 1. Design: As indicated.
 - 2. Core Construction: Manufacturer's standard vertical steel-stiffener core.
 - 3. Vertical Edges for Single-Acting Door: Beveled edge.
 - a. Beveled Edge: 1/8 inch in 2 inches (3 mm in 50 mm).
 - 4. Vertical Edges for Double-Acting Door: Round vertical edges with 2-1/8-inch (54-mm) radius.
 - 5. Top and Bottom Edges: Closed with flush or inverted 0.042-inch- (1.0-mm-) thick, end closures or channels of same material as face sheets.
 - 6. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Door and Frame."

- B. Exterior Door: Face sheets fabricated from metallic-coated steel sheet. Provide door complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
- C. Retain one or more of four subparagraphs below. If retaining more than one, indicate location of each in a door and frame schedule. See Evaluations for discussion of levels and models.
 - 1.
- D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- E. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.

2.4 STANDARD HOLLOW METAL FRAME

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Exterior Frame: Fabricated from metallic-coated steel sheet.
 - 1. Fabricate frame with mitered or coped corners.
 - 2. Fabricate frame as full profile welded unless otherwise indicated.
 - 3. Frame for Level 4 Steel Door: 0.067-inch- (1.7-mm-) thick steel sheet.
- C. Interior Frame: Fabricated from cold-rolled steel sheet.
 - 1. Fabricate frame with mitered or coped corners.
 - 2. Fabricate frame as full profile welded unless otherwise indicated.
 - 3. Fabricate knocked-down, drywall slip-on frame for in-place gypsum board partitions.
 - 4. Frame for Level 2 Steel Door: 0.053-inch- (1.3-mm-) thick steel sheet.
- D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frame.

2.5 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (50 mm) wide by 10 inches (250 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
 - 2. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

- B. Floor Anchors: Formed from same material as frame, not less than 0.042 inch (1.0 mm) thick, and as follows:
 - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
 - 2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (50-mm) height adjustment. Terminate bottom of frame at finish floor surface.

2.6 STOPS AND MOLDINGS

- A. Moldings for Glazed Lites in Door: Minimum 0.032 inch (0.8 mm) thick, fabricated from same material as door face sheet in which they are installed.
- B. Fixed Frame Moldings: Formed integral with hollow metal frame, a minimum of 5/8 inch (16 mm) high unless otherwise indicated.
- C. Loose Stops for Glazed Lites in Frame: Minimum 0.032 inch (0.8 mm) thick, fabricated from same material as frame in which they are installed.

2.7 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Ceiling Struts: Minimum 1/4-inch-thick by 1-inch- (6.4-mm-thick by 25.4-mm-) wide steel.
- C. Grout Guards: Formed from same material as frame, not less than 0.016 inch (0.4 mm) thick.

2.8 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in SDI 117.
- C. Hollow Metal Door:
 - 1. Exterior Door: Provide weep-hole openings in bottom of exterior door to permit moisture to escape. Seal joints in top edges of door against water penetration.
 - 2. Glazed Lites: Factory cut openings in door.
 - 3. Astragals: Provide overlapping astragal on one leaf of pairs of door where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch (19 mm) beyond edge of door on which astragal is mounted.

- D. Hollow Metal Frame: Where frame are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frame.
1. Welded Frame: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 2. Sidelight and Transom Bar Frame: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 4. Grout Guards: Weld guards to frame at back of hardware mortises in frame to be grouted.
 5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 6. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
 - 1) Two anchors per jamb up to 60 inches (1524 mm) high.
 - 2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
 - 3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.
 - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 120 inches (3048 mm) high.
 - b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches (1524 mm) high.
 - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
 - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
 - 5) Two anchors per head for frame above 42 inches (1066 mm) wide and mounted in metal-stud partitions.
 - c. Compression Type: Not less than two anchors in each jamb.
 - d. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.
 7. Door Silencers: Except on weather-stripped door, drill stops to receive door silencers as follows. Keep holes clear during construction.

- a. Single-Door Frame: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frame: Drill stop in head jamb to receive two door silencers.
- E. Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either cold- or hot-rolled steel sheet.
- F. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 2. Reinforce door and frame to receive nontemplated, mortised and surface-mounted door hardware.
 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
 4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.
- G. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints.
1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow metal work.
 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
 3. Provide fixed frame moldings on outside of exterior and on secure side of interior door and frame.
 4. Provide loose stops and moldings on inside of hollow metal work.
 5. Coordinate rabbet width between fixed and removable stops with type of glazing and type of installation indicated.

2.9 STEEL FINISHES

- A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.
1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
- B. Factory-Applied Paint Finish: Manufacturer's standard, complying with ANSI/SDI A250.3 for performance and acceptance criteria.

- 2.10 Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frame for squareness, alignment, twist, and plumbness to the following tolerances:
 - 1. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - 2. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
 - 3. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - 4. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap door and frame to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frame: Install hollow metal frame of size and profile indicated. Comply with ANSI/SDI A250.11.

1. Set frame accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-protection-rated openings, install frame according to NFPA 80.
 - b. Where frame are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frame with removable glazing stops located on secure side of opening.
 - d. Install door silencers in frame before grouting.
 - e. Remove temporary braces necessary for installation only after frame have been properly set and secured.
 - f. Check plumbness, squareness, and twist of frame as walls are constructed. Shim as necessary to comply with installation tolerances.
 - g. Field apply bituminous coating to backs of frame that are filled with grout containing antifreezing agents.
2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frame.
4. Masonry Walls: Coordinate installation of frame to allow for solidly filling space between frame and masonry with grout.
5. Concrete Walls: Solidly fill space between frame and concrete with grout. Take precautions, including bracing frame, to ensure that frame are not deformed or damaged by grout forces.
6. In-Place Concrete or Masonry Construction: Secure frame in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. In-Place Gypsum Board Partitions: Secure frame in place with postinstalled expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
8. Ceiling Struts: Extend struts vertically from top of frame at each jamb to overhead structural supports or substrates above frame unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction. Provide adjustable wedged or bolted anchorage to frame jamb members.
9. Installation Tolerances: Adjust hollow metal door frame for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

- C. Hollow Metal Door: Fit hollow metal door accurately in frame, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Standard Steel Door:
 - a. Jamb and Head: 1/8 inch (3 mm) plus or minus 1/16 inch (1.6 mm).
 - b. Between Edges of Pairs of Door: 1/8 inch (3 mm) plus or minus 1/16 inch (1.6 mm).
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch (9.5 mm).
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch (19 mm).
 - 2. Fire-Rated Door: Install door with clearances according to NFPA 80.
 - 3. Smoke-Control Door: Install door according to NFPA 105.
- D. Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.
 - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (50 mm) o.c. from each corner.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surfaces: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION

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SECTION 09260
GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Interior gypsum wallboard to be waterproof type typical

1.3 DEFINITIONS

- A. Gypsum Board Terminology: Refer to ASTM C 11 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations, fabrication, and installation of control and expansion joints including plans, elevations, sections, details of components, and attachments to other units of Work.
- C. Samples: For the following products:
 - 1. Trim Accessories: Full-size sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance-Rated Assemblies: Indicated by design designations from UL's "Fire Resistance Directory".

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion,

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construction traffic, and other causes. Stack gypsum panels flat to prevent sagging.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Gypsum Board and Related Products:
 - a. G-P Gypsum Corp.
 - b. National Gypsum Company.
 - c. United States Gypsum Co.

2.2 INTERIOR GYPSUM WALLBOARD

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard: ASTM C 36.
 - 1. Type X - waterproof:
 - a. Thickness: 5/8 inch (15.9 mm)
 - b. Long Edges: Tapered
 - c. Location: As indicated

2.3 TRIM ACCESSORIES

- A. Exterior Trim: ASTM C 1047.
 - 1. Material: Hot-dip galvanized steel sheet or rolled zinc.
 - 2. Shapes:
 - a. Cornerbead: Use at outside corners.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound; use at exposed panel edges and at edge of concrete columns and curbs.
- B. Interior Trim:
 - 1. Material: Aluminum Extrusion
 - 2. Shapes:
 - a. Gyp. Board Reveal : Fry Reglet #DRM-625-75, see interior elevations and details for locations.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
 - 1. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
- C. Joint Compound:
 - 1. Exterior Gypsum Soffit Board: Use setting-type taping and setting-type, sandable topping compounds.
 - 2. Glass-Mat Gypsum Sheathing Board: As recommended by manufacturer.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- d. Thermal Insulation: As specified in Division 7 Section "Building Insulation."
- G. Polyethylene Vapor Retarder: As specified in Division 7 Section "Building Insulation."

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.4 APPLYING AND FINISHING PANELS, GENERAL

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA-216.
- B. Install sound attenuation blankets before installing gypsum panels, unless blankets are readily installed after panels have been installed on one side.
- C. Install ceiling board panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

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- D. Install gypsum panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- E. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- F. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach gypsum panels to framing provided at openings and cutouts.
- H. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members using resilient channels, or provide control joints to counteract wood shrinkage.
- I. Form control and expansion joints with space between edges of adjoining gypsum panels.
- J. Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect open concrete coffers, concrete joists, and other structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by coffers, joists, and other structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- K. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- L. Floating Construction: Where feasible, including where recommended in writing by manufacturer, install gypsum panels over wood framing, with floating internal corner construction.
- M. Seal construction at perimeters, behind control and expansion joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.
- N. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's written recommendations.

GYPSUM BOARD ASSEMBLIES

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1. Space screws a maximum of 12 inches (304.8 mm) o.c. for vertical applications.

3.5 PANEL APPLICATION METHODS

- A. Single-Layer Application:
 1. On partitions/walls, apply gypsum panels vertically parallel to framing unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
 - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
 2. Z-Furring Members: Apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
- B. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.6 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings

3.7 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints rounded or beveled edges and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
 1. Level 3: Embed tape and apply separate first and fill coats of joint compound to tape, fasteners, and trim flanges at storage room and below wall coverings.
 2. Level 4: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at all other walls except below.
 3. Level 5: In skylight shafts and walls below skylight at staff entry corridor.

END OF SECTION

GYPSUM BOARD ASSEMBLIES
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SECTION 09300

**TILE
(ADDITIVE ALTERNATE BID ITEM)**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.

1.02 RELATED REQUIREMENTS

- A. Section 07920 - Joint Sealers.
- B. Section 09260 - Gypsum Board Assemblies: Installation of tile backer board.

1.03 REFERENCE STANDARDS

- A. ANSI A108.1A, 1999 - Specifications for Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar.
- B. ANSI A108.1B, 1999 - Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar.
- C. ANSI A108.1C, 1999 - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar -or- Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar.
- D. ANSI A108.4, 1999 - Specifications for Ceramic Tile Installed with Organic Adhesives or Water-Cleanable Tile Setting Epoxy Adhesive.
- E. ANSI A108.5, 1999 - Specifications for Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
- F. ANSI A108.6, 1999 - Specifications for Ceramic Tile Installed with Chemical-Resistant, Water-Cleanable Tile-Setting and -Grouting Epoxy.
- G. ANSI A108.8, 1999 - Specifications for Ceramic Tile Installed with Chemical-Resistant Furan Mortar and Grout.
- H. ANSI A108.9, 1999 - Specifications for Ceramic Tile Installed with Modified Epoxy Emulsion Mortar/Grout.
- I. ANSI A108.10, 1999 - Specifications for Installation of Grout in Tilework.
- J. ANSI A118.1, 1999 - Standard Specification for Dry-Set Portland Cement Mortar.
- K. ANSI A118.3, 1999 - Chemical-Resistant, Water-Cleanable, Tile-Setting and -Grouting Epoxy and Water-Cleanable Tile-Setting Epoxy Adhesive.
- L. ANSI A118.4, 1999 - Latex-Portland Cement Mortar.

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- M. ANSI A118.5, 1999 - Chemical-Resistant Furan Mortar and Grout.
- N. ANSI A118.6, 1999 - Standard Ceramic Tile Grouts.
- O. ANSI A118.7, 1999 - Polymer Modified Cement Grouts
- P. ANSI A118.8, 1999 - Modified Epoxy Emulsion Mortar/Grout.
- Q. ANSI A118.9, 1999 - Test Methods and Specifications for Cementitious Backer Units
- R. ANSI A118.10, 1999 - Load bearing, Bonded, Waterproof Membranes for Thinset Ceramic Tile and Dimensional Stone.
- S. ANSI A118.11, 1999 - Exterior Grade Plywood (EGP) Latex-Portland Cement Mortar.
- T. ANSI A136.1, 1999 - Organic Adhesives for Installation of Ceramic Tile.
- U. ANSI A137.1, 1988 - Specifications for Ceramic Tile.
- V. ASTM C50 - Standard Specification for Portland Cement.
- W. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- X. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- Y. ASTM C241 - Test Method For Abrasion Resistance of Stone Subjected to Foot Traffic.
- Z. ASMT C503 - Specification for Marble Building Stone (Exterior).
- AA. ASTM C615 - Specification for Granite Dimension Stone.
- BB. ASTM C629 - Specification for Slate Dimension Stone.
- CC. ASTM C847 - Standard Specification for Metal Lath.
- DD. ASTM C1028 - Test method for Determining the Static Coefficient of Friction or Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull meter Method.
- EE. ASTM D4397 - Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
- FF. TCA (HB) - Handbook for Ceramic Tile Installation; Tile Council of America, Inc.

1.04 SUBMITTALS

- A. See Section 700 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions,

TILE (ADDITIVE ALTERNATE BID ITEM)

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junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.

- D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 x 18 inches in size illustrating pattern, color variations, and grout joint size variations.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of TCA Handbook and ANSI A108 Series/A118 Series on site.
- B. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

1.06 MOCK-UP

- A. See Section 01400 - Quality Requirements, for general requirements for mock-up.
- B. Construct tile mock-up where indicated on the drawings, incorporating all components specified for the location.
 - 1. Minimum size of mock-up is indicated on the drawings.
 - 2. Approved mock-up may remain as part of the Work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not install adhesives in an unventilated environment.

PART 2 PRODUCTS

2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
 - 1. American Olean: www.americanolean.com.
 - 2. Dal-Tile Corporation: www.daltile.com.
 - 3. Or approved equal.

2.02 SETTING MATERIALS

- A. Organic Adhesive: ANSI A136.1, thinset bond type; use Type I in areas subject to prolonged moisture exposure.
- B. Epoxy Adhesive: ANSI A118.3, thinset bond type.
- C. Mortar Bed Materials:
 - 1. Portland cement: ASTM C150, type 1, gray or white.
 - 2. Hydrated Lime: ASTM C207, Type S.
 - 3. Sand: ASTM C144, fine.
 - 4. Latex additive: As approved.

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5. Water: Clean and potable.
- D. Mortar Bond Coat Materials:
1. Dry-Set Portland Cement type: ANSI A118.1.
 2. Latex-Portland Cement type: ANSI A118.4.
 3. Epoxy: ANSI A118.3, 100 percent solids.
- E. Standard Grout: Cement grout, sanded or unsanded, as specified in ANSI A118.6; color as selected.
- F. Polymer modified cement grout, sanded or unsanded, as specified in ANSI A118.7; color as selected.
- G. Epoxy Grout: ANSI A118.8, 100 percent solids epoxy grout; color as selected.
- H. Silicone Sealant: Silicone sealant, moisture and mildew resistant type, white; use for shower floors and shower walls.
- I. Cleavage Membrane:
1. No. 15 (6.9 kg) asphalt saturated felt, ASTM D226, Type 1.
 2. Polyethylene film, ASTM D4397, 4.0 mil thickness.
- J. Waterproofing Membrane at Floors: Membrane in accordance with ANSI A118.10 and as follows:
1. Chlorinated Polyethylene Sheet with polyester fabric reinforcing.
 2. Fabric Reinforced, Fluid-Applied elastomeric membrane.
 3. Un-Reinforced, Fluid-Applied elastomeric membrane.
 4. Polyethylene Sheet Product..
 5. Fabric-Reinforced, Modified-Bituminous Sheet Product.
 6. Urethane Waterproofing and Tile-Setting Adhesive Product.
- K. Membrane at Walls: No. 15 (6.9 kg) asphalt saturated felt, ASTM D226, Type 1.
- L. Membrane at Walls: 4 mil (0.1 mm) thick polyethylene film, ASTM D4397.
- M. Membrane at Walls: Reinforced asphalt paper.
- N. Reinforcing Mesh: 2 by 2 inch (50 by 50 mm) size weave of 16/16 wire size; welded fabric, galvanized.
- O. Metal Lath: ASTM C847, Flat expanded diamond mesh, not less than 2.5 lbs/SY, galvanized finish.
- P. Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced with 2 inch (50 mm) wide coated glass fiber tape for joints and corners:
1. Thickness: 1/4 inch (6 mm).
 2. Thickness: 1/2 inch (13 mm).
 3. Thickness: 5/8 inch (16 mm).

PART 3 EXECUTION

3.01 EXAMINATION

TILE (ADDITIVE ALTERNATE BID ITEM)

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- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Remove any curing compounds or other contaminants.
- C. Vacuum clean surfaces and damp clean.
- D. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.
- F. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations.
- B. Lay tile to pattern indicated. Arrange pattern so that a full tile or joint is centered on each wall and that no tile less than 1/2 width is used. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install ceramic accessories rigidly in prepared openings.
- G. Install non-ceramic trim in accordance with manufacturer's instructions.
- H. Install thresholds where indicated.

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- I. Sound tile after setting. Replace hollow sounding units.
- J. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- K. Allow tile to set for a minimum of 48 hours prior to grouting.
- L. Grout tile joints. Use standard grout unless otherwise indicated.
- M. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.
- N. Apply Heavy duty tile and grout sealer over application of tile.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over exterior concrete substrates, install in accordance with TCA Handbook Method F102, with standard grout.
- B. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat, with standard grout, unless otherwise indicated.
 - 1. Where waterproofing membrane is indicated, install in accordance with TCA Handbook Method F122, with latex-portland cement grout.
 - 2. Where epoxy bond coat and grout are indicated, install in accordance with TCA Handbook Method F131.

3.05 INSTALLATION - WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCA Handbook Method W244, using membrane at toilet rooms.
- B. Over cementitious backer units install in accordance with TCA Handbook Method W223, organic adhesive.
- C. Over gypsum wallboard on wood or metal studs install in accordance with TCA Handbook Method W243, thin-set with dry-set or latex-portland cement bond coat, unless otherwise indicated.
 - 1. Where mortar bed is indicated, install in accordance with TCA Handbook Method W222, one coat method.
 - 2. Where waterproofing membrane is indicated other than at showers and bathtub walls, install in accordance with TCA Handbook Method W222, one coat method.
- D. Over interior concrete and masonry install in accordance with TCA Handbook Method W202, thin-set with dry-set or latex-portland cement bond coat.
- E. Over wood studs without backer install in accordance with TCA Handbook Method W231, mortar bed, with membrane where indicated.
- F. Over metal studs without backer install in accordance with TCA Handbook Method W241, mortar bed, with membrane where indicated.

3.06 CLEANING

TILE (ADDITIVE ALTERNATE BID ITEM)

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- A. Clean tile and grout surfaces.

3.07 PROTECTION OF FINISHED WORK

- A. Do not permit traffic over finished floor surface for 72 hours after installation.
- B. Cover floors with kraft paper and protect from dirt and residue from other trades.
- C. Where floor will be exposed for prolonged periods cover with plywood or other similar type walkways

END OF SECTION

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SECTION 09900**PAINTS AND COATINGS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and DIVISION 1, GENERAL REQUIREMENTS, apply to the work of this section.

1.2 SUMMARY

- A. Prepare surfaces, which are to receive finish.
- B. Finish surfaces as indicated herein and/or as shown on the Drawings.
- C. This Section includes the following and scope shall include but is not limited to:
1. Preparation of all surfaces.
 2. Painting of all interior surfaces, except as otherwise specified.
 3. Painting of all exterior surfaces, except as otherwise specified.
 4. Painting of all interior metal door and window frames including mullions.
 5. Painting of all gyp. bd surfaces, walls, ceilings, soffits and trim.
 6. Preparation and finishing of all wood trim.
 7. Painting of all exterior metal including: doors, structural components, sheet metal, railings and exterior door frames etc.
 8. Sealing of all interior/exterior exposed CMU block where specified.
- B. Related work not in this Section:
1. Shop prime coats and factory finishes.
 2. Painting specified as work of other Sections.
 3. Fluoropolymer paint finish.
 4. Sealants and caulking.
 5. Wall fabrics.
 6. Water repellent sealer.
- C. Surfaces not to be painted:
1. Non-ferrous metal work (other than zinc-coated surfaces) and plated metal, unless particular items are specified to be painted.
 2. Integrally colored concrete.
 3. Integrally colored plaster unless otherwise indicated.
 4. Exterior concrete walls and surfaces.
 5. Ceramic tile and plastic surfaces.
 6. Surfaces indicated not to be painted.
 7. Surfaces specified to be finish painted under other Sections

1.3 RELATED SECTIONS

- C. Section 06100 - Rough Carpentry
- D. Section 07620 - Sheet Metal Flashing and Trim
- E. Section 07920 - Joint Sealants
- F. Section 08111 - Hollow Metal Door and Frame
- G. Section 09260 - Gypsum Wallboard Assemblies

- H. Division 15 – Mechanical
- I. Division 16 – Electrical

1.4 JOB MOCK-UP

- A. Before proceeding with paint application, finish one complete surface 24 sq. ft. of each color scheme required, clearly indicating selected colors, finish texture, materials and workmanship. Provide temporary lighting of same intensity, type and color as permanent lights for viewing of sample panels.
- B. Obtain the City's approval at sample area before proceeding.
- C. If approved, sample area will serve as a minimum standard for work throughout work.

1.5 REFERENCE STANDARDS

- A. All paints shall comply with State of California, Air Resources Board "Organic Solvent Rules Applicable to Architectural Coatings."
 - 1. Where paints specified in this Section do not comply, Contractor shall submit according to Section 01600 an equal product for approval.
- B. Furnish paint materials that conform to the current rules and regulations of all governing Air Quality Management Districts and other public environmental control and protection agencies having jurisdiction. If any paint materials specified herein do not conform to said rules and regulations, paint manufacturer of proposed paint materials shall prepare a list of non-conforming specified painting materials and proposed substitute conforming paint materials: Deliver the list to the Engineer for review.

Products must meet SCAQMD Rule 1168 VOC limits.

1.6 SAMPLES

- A. Prepare 8 inch x 10 inch samples of finishes. When possible, apply finishes on identical type materials to which they will be applied on job.
- B. Identify each sample as to finish, formula, color name, number, sheen name and gloss units.
- C. Colors to be approved by the District prior to preparing samples.

1.7 MAINTENANCE MATERIALS

- A. Leave on premises, where directed by District not less than one gallon of each color used.
- B. Containers to be tightly sealed and clearly labeled for identification.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver paint materials in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation and instructions for mixing and/or reducing.
- B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees F. in well ventilated area.
- C. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.9 ENVIRONMENTAL CONDITIONS

- A. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture contents of surfaces are below following maximums.
 - 1. Masonry, Concrete and concrete block: 12%
 - 2. Plaster and Gypsum Wallboard: 12%
 - 3. Exterior located wood: 19%
 - 4. Interior located wood: 15%
- B. Ensure surface temperatures or the surrounding air temperature is above 40 degrees F before applying Finishes. Minimum application temperature for latex paints for exterior work is 50 degrees F. Minimum application temperature for varnish finishes is 65 degrees F.
- C. Provide adequate continuous ventilation and sufficient heating facilities to maintain temperatures above 45 degrees F for 24 hours before, during and 48 hours after application of finishes.
- D. Provide minimum 15-foot candles of lighting on surfaces to be finished.

1.10 PROTECTION

- A. Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- B. Furnish sufficient drop cloths, shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted and in particular, surfaces within storage and preparation area.
- C. Place cotton waste, cloths and material which may constitute a fire hazard in closed metal containers and remove daily from site.
- D. Remove electrical plates, surface hardware, fittings and fastenings, prior to painting operations. These items are to be carefully stored, cleaned and replaced on completion of work in each area. Do not use solvent to clean hardware that may remove permanent lacquer finish.

1.11 GUARANTEE

- A. Color: Guarantee for one year, as set forth in Section 01700, that the color of all surfaces finished hereunder shall remain free from fading; and that any other variation shall be uniform over the entire surface.
- B. Adhesion: Guarantee all materials applied hereunder for a period of 2 years against failure due to surface conditions, materials, or application. There shall be no evidence of blisters, running, peeling, scaling, chalking, streaks, or stains. Washing with alkali-free soap shall remove surface dirt without producing the above or other deteriorating effects.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include the following:
 - 1. ICI.
 - 2. Decratrend.
 - 3. Devoe.
 - 4. Dunn-Edwards. (Dunn Edwards Product numbers used as basis of design)
 - 5. Frazee.

6. Glidden.
7. PPG Industries.
8. Sinclair.
9. Tnemec.
10. Or approved equal.

2.2 MATERIALS

- A. Paint, Varnish, Stain, Enamel, Lacquer and Fillers: Type and brand listed herein and approved by the District.
- B. Paint Accessory Materials: (Linseed oil, shellac, turpentine and other materials not specifically indicated herein but required to achieve the finishes specified) of high quality and approved manufacturer.
- C. Paints: Ready-mixed except field-catalyzed coatings. Pigments fully ground maintaining a soft paste consistency, capable of readily and uniformly dispersed to a complete homogeneous mixture.
- D. Paints to have good flowing and brushing properties and be capable of drying or curing free of streaks or sags.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Thoroughly examine surfaces scheduled to be painted prior to commencement of work. Report in writing to the District any condition that may potentially affect proper application. Do not commence until such defects have been corrected.
- B. Correct defects and deficiencies in surfaces that may adversely affect work of this section.

3.2 PREPARATION OF SURFACES

- A. Remove contamination from gypsum wallboard surfaces and prime to show defects, if any. Paint after defects have been remedied.
- B. Remove surface contamination and oils from galvanized surfaces and wash with solvent. Apply coat of etching type primer.
- C. Remove surface contamination and oils from zinc coated surfaces and prepare for priming in accordance with metal manufacturer's recommendations.
- D. Remove dirt, loose mortar, scale, powder and other foreign matter from concrete and concrete block surfaces which are to be painted or to receive a clear seal. Remove oil and grease with a solution of tri- sodium phosphate, rinse well and allow to dry thoroughly. Power wash interior and exterior CMU walls with maximum 46-degree tip to remove contaminants. If efflorescence occurs, power wash with acidic masonry cleaner or etching solution infused water. Perform any necessary repairs prior to applying coatings.
- E. Remove grease, rust, scale, dirt and dust from steel and iron surfaces. Where heavy coatings of scale are evident, remove by wire brushing, sandblasting or any other necessary method. Ensure steel surfaces are satisfactory before paint finishing.
- F. Clean unprimed steel surfaces by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Prime surfaces to indicate defects, if any. Paint after defects have been remedied.

- G. Sand and scrape shop primed steel surfaces to remove loose primer and rust. Feather out edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime steel including shop primed steels.
- H. Wipe off dust and grit from miscellaneous wood items and millwork prior to priming. Spot coat knots, pitch streaks and sappy sections with sealer. Fill nail holes and cracks after primer has dried and sand between coats. Back prime exterior woodwork.
- I. Masonry: Repair minor holes and cracks with a stiff paste of finish paint and fine sand or vinyl-type block filler. Report major or unsightly defects to the Engineer for correction. Neutralize all alkali and efflorescence according to paint manufacturer's directions.
- J. Enameled Woodwork: Sand smooth with grain and dust clean. After priming, putty nail holes, cracks, or other defects with putty matching color of finish paint. Cover knots and sappy areas with shellac or approved knot sealer. Sand each base coat smooth when dry.
- K. Transparent Finished Woodwork: Sand smooth with the grain, using 150 grit or finer sandpaper, and dust clean. Repair all defects with filler tinted to match stain or wood color, as required, after first coat of sanding sealer and remove all smears.

3.3 APPLICATIONS

- A. Apply each coat at proper consistency. Apply paint to gypsum board with roller, do not spray apply.
- B. Each coat of paint is to be slightly darker than preceding coat unless otherwise approved by the District.
- C. Sand lightly between coats to achieve required finish.
- D. Do not apply finishes on surfaces that are not sufficiently dry.
- E. Allow each coat of finish to dry before following coat is applied, unless directed otherwise by manufacturer.
- F. Where clear finishes are required, ensure tint fillers match wood. Work fillers well into the grain before set. Wipe excess from the surface.
- G. Backprime interior woodwork, which is to receive paint or enamel finish, with enamel undercoater paint.
- H. Backprime exterior woodwork, which is to receive stain and/or varnish finish, with gloss varnish reduced 25% with mineral spirits.
- I. Prime top and bottom edges of metal doors with enamel undercoat when they are to be painted.
- J. Prime top and bottom edges of wood doors with gloss varnish where they are to be stained.
- K. Paint as directed any miscellaneous items not specifically identified by drawings or specifications.

3.4 CLEANING

- A. As work proceeds and upon completion, promptly remove paint where spilled, splashed

or spattered.

- B. During progress of work, keep premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. Upon completion of work, leave premises neat and clean, to the satisfaction of the District.

3.5 PAINTING SCHEDULE

- A. Apply the following finishes to the surfaces specified on the finish schedule or on the drawings. Apply all materials in accordance with manufacturer's instructions on properly prepared surfaces and foundation coats. All intermediate undercoats must be tinted to approximate the final color. See Article 3.06 above.
 - 1. The Architect will issue a color schedule prior to start of painting to designate the various colors and locations required for the work.

B. Exterior Systems:

1. Concrete Block – Exterior CMU

- a. Sealer / Graffiti Barrier - Unpainted Surface , Clear

First Coat	RAINGUARD - MICRO-SEAL WATER REPELLANT, Masonry Primer/Sealer
Second Coat	RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,
Third Coat	RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,
Fourth Coat	RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,

2. Wood – Paint Finish

- a. Wood Rough Sawn – Low Sheen – Opaque: Color: DE5759

First Coat	EZ-PRIME Premium, Exterior Wood Primer (EZPR00)
Second Coat	ACRI-HUES, Exterior 100% Acrylic Paint (W 720)

- b. Wood Exterior / Cement BD – Low Sheen Finish – Opaque:

First Coat	EZ-PRIME Premium, Exterior Wood Primer (EZPR00)
Second Coat	SPARTASHEEN, Interior/Exterior Acrylic Low Sheen Paint (W 7300)
Third Coat	SPARTASHEEN, Interior/Exterior Acrylic Low Sheen Paint (W 7300)

3. Metal – Paint Finish

- a. Metal Gates / Raw Sheet Metal - Polyester Powder Coat Finish

After components have been galvanized to provide maximum corrosion resistance, pre-treat, clean, and prepare galvanized surface to assure complete adhesion of finish coat. Apply 2.5 mil thickness of polyester resin based powder coating by electrostatic spray process. Bake finish for 20 minutes at 450-degree F metal temperature. Color: Black.

C. Interior Systems:

1. Wood - Paint Finish

a. Wood Interior - Semi-Gloss - Opaque: Color:

First Coat INTER-KOTE, Interior Undercoater (W 6325)
Second Coat SPARTAGLO, Interior/Exterior Acrylic Semi-Gloss Paint (W 7500V)
Third Coat SPARTAGLO, Interior/Exterior Acrylic Semi-Gloss Paint (W 7500V)

2. Gypsum Board - Paint Finish

a. Gypsum Board: Eggshell - Opaque: Color

First Coat PREP-SEAL, Interior Latex Wall Sealer (W 6324)
Second Coat SPARTASHELL, Interior/Exterior Acrylic Eggshell Paint (W 7400)
Third Coat SPARTASHELL, Interior/Exterior Acrylic Eggshell Paint (W 7400)

3. Tile - Clear Finish

a. Graffiti Barrier - Clear

First Coat (Fog) RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,
Second Coat RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,

b. CMU Graffiti Barrier - Clear

First Coat RAINGUARD - MICRO-SEAL WATER REPELLANT, Masonry Primer/Sealer
Second Coat RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,
Third Coat RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,
Fourth Coat RAINGUARD - VANDIGUARD NON-SACRIFICIAL COATING,

END OF SECTION

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SECTION 10155

SOLID PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solid plastic toilet compartments urinal screens privacy screens
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 - 2. B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.3 SYSTEM DESCRIPTION

- A. Compartment Configurations:
 - 1. Toilet partitions privacy screens and Floor mounted, overhead braced.
 - 2. Urinal screens: Wall mounted.

1.4 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Include dimensioned layout, elevations, trim, closures, and accessories.
 - 2. Product Data: Manufacturer's descriptive data for panels, hardware, and accessories.
 - 3. Samples: [3 x 3] [__ x __] inch samples [showing available colors.] [in each color.]

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum [5] years experience in manufacture of solid plastic toilet compartments with products in satisfactory use under similar service conditions.
- B. Installer Qualifications: Minimum [5] [years experience in work of this Section.

1.6 WARRANTIES

- A. Provide manufacturer's 25 year warranty against breakage, corrosion, and delamination under normal conditions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Contract Documents are based on products by Santana Products.

2.2 MATERIALS

- A. Doors, Panels and Pilasters:
1. High density polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
 2. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
 3. 1 inch thick with edges rounded to 1/4 inch radius.
 4. Color: Black Paisley
- B. Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.
- C. Stainless Steel: ASTM A167, Type 304.

2.3 HARDWARE

- A. Hinges:
1. Continuous, fabricated from heavy-duty extruded aluminum with bright dip anodized finish, wrap-around flanges, adjustable on 30-degree increments, through bolted to doors and pilasters with stainless steel, Torx head sex bolts.
 2. Hinges operate on field-adjustable nylon cams, field adjustable in 30 degree increments.
- B. Door Strike and Keeper:
1. 45 inches long, fabricate from heavy-duty extruded aluminum with bright dip anodized finish, with wrap-around flanges secured to pilasters with stainless steel tamper resistant Torx head sex bolts.
 2. Bumper: Extruded black vinyl.
- C. Latch and Housing:
1. Heavy-duty extruded aluminum.
 2. Latch housing: Bright dip anodized finish.
 3. Slide bolt and button: Black anodized finish.
- D. Coat Hook/Bumper:
1. Combination type, chrome plated Zamak.
 2. Equip outswing handicapped doors with second door pull and door stop.
- E. Door Pulls: Chrome plated Zamak.

2.4 COMPONENTS

- A. Doors and Dividing Panels: 55 inches high, mounted 14 inches above

**SOLID PLASTIC TOILET COMPARTMENTS
10155-2**

finished floor,

- B. Pilasters: 82 inches high, fastened to pilaster sleeves with stainless steel tamper resistant Torx head sex bolt.
 - C. Pilaster Sleeves: 3 inches high, [one-piece molded HDPE,] [20 gage stainless steel,] secured to pilaster with stainless steel tamper resistant Torx head sex bolt.
 - D. Wall Brackets: 54 inches long, Extruded PVC ,fastened to pilasters and panels with stainless steel tamper resistant Torx head sex bolts.
- E. Headrail: Heavy-duty extruded aluminum, anti-grip design, clear anodized finish, fastened to headrail bracket with stainless steel tamper resistant Torx head sex bolt and at top of pilaster with stainless steel tamper resistant Torx head screws.
- F. Headrail Brackets: 20 gage stainless steel, satin finish, secured to wall with stainless steel tamper resistant Torx head screws.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install compartments in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install rigid, straight, plumb, and level.
- C. Locate bottom edge of doors and panels 14 inches above finished floor.
- D. Provide uniform, maximum 3/8 inch vertical clearance at doors.
- E. Not Acceptable: Evidence of cutting, drilling, or patching.

3.2 ADJUSTING

- A. Adjust doors and latches to operate correctly.

END OF SECTION

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SECTION 10800

TOILET AND BATH ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Plans and general provisions of the Contract, including General and Special Provisions Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes toilet and bath accessory items as scheduled.
- B. Ceramic tile accessories are specified in Division 9.
- C. Toilet compartments and related accessories are specified in Division 10.

1.3 SUBMITTALS:

- A. General: Submit the following according to the Contract and Special Provisions Specifications Sections.
- B. Product data for each toilet accessory item specified, including construction details relative to materials, dimensions, gages, profiles, mounting method, specified options, and finishes.
- C. Setting drawings where cutouts are required in other work, including templates, substrate preparation instructions, and directions for preparing cutouts and installing anchorage devices.
- D. Maintenance instructions including replaceable parts and service recommendations.

1.4 QUALITY ASSURANCE:

- A. Inserts and Anchorages: Furnish accessory manufacturers' standard inserts and anchoring devices that must be set in concrete or built into masonry. Coordinate delivery with other work to avoid delay.
- B. Single-Source Responsibility: Provide products of same manufacturer for each type of accessory unit and for units exposed to view in same areas, unless otherwise acceptable to Engineer.

1.5 WORK CONDITIONS:

- A. Coordination: Coordinate accessory locations, installation, and sequencing with other work to avoid interference with and ensure proper installation, operation, adjustment, cleaning, and servicing of toilet accessory items.

1.6 WARRANTY:

- A. Warranty: Submit a written warranty executed by mirror manufacturer, agreeing to replace any mirrors that develop visible silver spoilage defects within warranty period.
- B. Warranty Period: 15 years from date of Substantial Completion.
- C. The warranty shall not deprive the District of other rights the District may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering toilet accessories that may be incorporated in the Work include the following:
 - 1. Bobrick Washroom Equipment, Inc.
 - 2. Or approved equal.

2.2 MATERIALS, GENERAL:

- A. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 0.034 inch (22 gauge) minimum thickness.
- B. Galvanized Steel Mounting Devices: ASTM A 153, hot-dip galvanized after fabrication.
- C. Fasteners: Screws, bolts, and other devices of same material as accessory unit, or of galvanized steel where concealed.

2.4 TOILET TISSUE DISPENSERS:

- A. Bobrick B-2892 Classic Series

2.5 WASTE RECEPTACLE UNITS:

- A. Bobrick Model B-279

2.6 SANITARY RECEPTACLE UNITS:

- A. Bobrick Model B-270

2.7 GRAB BARS:

- A. Stainless Steel Type: Provide grab bars with wall thickness not less than 0.05 inch (18 gage) and as follows:
1. Mounting: Concealed, manufacturer's standard flanges and anchorages.
 2. Clearance: 1 1/2 inch clearance between wall surface and inside face of bar.
 3. Gripping Surfaces: Manufacturer's standard nonslip texture.
 4. Medium-Duty Size: Outside diameter of 1 1/4 inches.

2.8 FABRICATION:

- A. General: Only a maximum 1 1/2 inch diameter, unobtrusive stamped manufacturer logo, as approved by Engineer, is permitted on exposed face of toilet or bath accessory units. On either interior surface not exposed to view or back surface, provide additional identification by either a printed, waterproof label or a stamped nameplate, indicating manufacturer's name and product model number.
- B. Surface-Mounted Toilet Accessories, General: Except where otherwise indicated, fabricate units with tight seams and joints, exposed edges rolled. Hang doors or access panels with continuous stainless steel piano hinge. Provide concealed anchorage wherever possible.
- C. Keys: Provide universal keys for access to toilet accessory units requiring internal access for servicing resupply, etc. Provide minimum of six keys to the District's representative.

2.9 WALL MOUNTED (THROUGH CMU) HAND DRYERS

- A. Murdock Super Secure Model 1118-3 Fastaire series hand dryer

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install toilet accessory units according to manufacturers' instructions, using fasteners appropriate to substrate as recommended by unit manufacturer. Install units plumb and level, firmly anchored in locations and at heights indicated.
- B. Install grab bars to withstand a downward load of at least 250 lbs, complying with ASTM F 446.

3.2 ADJUSTING AND CLEANING:

- A. Adjust toilet accessories for proper operation and verify that mechanisms function smoothly. Replace damaged or defective items.
- B. Clean and polish all exposed surfaces strictly according to manufacturer's recommendations after removing temporary labels and protective coatings.

END OF SECTION

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Valle Lindo Park Restroom

Cost Estimate 1-29-19



LEACH MOUNCE ARCHITECTS
WWW.LEACHMOUNCEARCHITECTS.COM
1885 KNOLL DRIVE TEL: (805) 656-3522
VENTURA, CA 93003 FAX: (805) 658-1926

Area to be Remodeled	Sf or Quantity	\$ Cost per sf/Qty	Unit	Total
Restroom Remodel				
Demolition				
Removal Site Concrete	3000	4.25	ea	\$12,750.00
Remove Wood Facia	750	5.25	sf	\$3,937.50
Remove Wood Screens	50	2.25	sf	\$112.50
Remove Plumbing Fixtures	4	325.00	ea	\$1,300.00
Saw Cut - Remove CMU	74	33.70	sf	\$2,493.80
Remove Concrete Floor	250	33.70	sf	\$8,425.00
Sand Blast for Paint Removal	825	12.50	sf	\$10,312.50
Remove Roofing	870	2.35	sf	\$2,044.50
Mobilization	Allow	4500.00	ea	\$4,500.00
Remove Electrical	Allow	2500.00	ea	\$6,500.00
Repair / Prepare floor / walls	Allow	4500.00	ea	\$4,500.00
Total Demolition				\$56,875.80
Construction				
Infill CMU	225	125.00	sf	\$28,125.00
CMU Infill Footings	16	425.00	lf	\$6,800.00
Install Doors	3	3500.00	ea	\$10,500.00
Install New Wood Facia	750	17.65	lf	\$13,237.50
New Plumbing	Allow	1.00	ea	\$12,500.00
New Plumbing Fixtures	7	4500.00	sf	\$31,500.00
Toilet Partitions	6	1500.00	sf	\$9,000.00
Accessories	Allow	1.00	ea	\$3,500.00
New Roofing	9	475.00	sq	\$4,275.00
New Galv. Caps	88	12.33	lf	\$1,085.04
Roofing Accessories	Allow	1.00	ea	\$3,500.00
Stucco Repair / New	88	22.00	lf	\$1,936.00
Paint CMU, Elastomeric	1950	7.25	sq	\$14,137.50
Paint Wood	750	3.25	sq	\$2,437.50
Signage	Allow	1.00	ea	\$250.00
Electrical	Allow	1.00	ea	\$22,000.00
Total Construction				\$164,783.54
Remodel Total				\$221,659.34
Administrative Costs				
Contractor Overhead and Profit 15%				\$33,248.90
Inflation 3% - mid point of const.				\$6,649.78
Contingency 15%				\$33,248.90
Architects fees				\$59,850.00
Administrative Total				\$132,997.58
Project Construction Total				\$354,656.92

NOTICE CALLING FOR BID PROPOSALS FOR
VALLE LINDO RESTROOM REMODEL SPEC NO. VL-1

PUBLIC NOTICE IS HEREBY GIVEN that Pleasant Valley Recreation and Park District (PVRPD) invites sealed bids for the proposal to furnish all labor, equipment, tools and incidentals as required in the Plans, Specifications and Contract documents for said VALLE LINDO RESTROOM REMODEL SPEC # VL-1. The work will take place at 889 Aileen St. Camarillo, California 93010 and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **Valle Lindo Restroom Remodel project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. D.I.R numbers are required for this project at the time of bid award.** Sealed bids will be received at the administrative office of Pleasant Valley Recreation and Park District 1605 E. Burnley St., Camarillo, CA 93010. Bids are due on Wednesday April 3, 2019 by 2:00 pm. Late proposals will not be considered. Public opening of bids will take place promptly at 2:00 pm. There is a Mandatory site walk to be held on Thursday March 21, 2019 at 10:00 am at 889 Aileen St. Camarillo, California 93010. A full set of contract documents are available for inspection on the District's web site. **CLASSIFICATION OF CONTRACTORS' LICENSES** – In accordance with Public Contract Code Section 3300, a Contractor submitting a proposal for performance of the Work shall possess a classification of **“A” and “B”** Licenses (or highest recognized license to perform specified work) at the time the contract is awarded. A Contractor shall certify that the license(s) specified herein is/are the classification(s) of contractor's license(s) required by law to perform the Work contemplated by the Contract Documents, and submission of a bid shall be deemed certification thereof by the bidder. A Contractor shall provide District with its Contractor's license number and expiration date as provided in its bid and shall present to the District satisfactory evidence that the contractor licensed is in good standing. The successful bidder shall maintain its license in good standing throughout the course of the Work. The work shall be done in accordance with the instructions to bidders that comprise the bid package. Bids must be prepared on the approved bid proposal forms and placed in a sealed envelope plainly marked on the outside in conformance with the instructions to bidders. Bidders are hereby notified they must meet all State and Federal Labor requirements, including the State Prevailing Wage rates which shall apply. In addition, Equal Employment Opportunity regulations shall apply.

**Bid Specifications for
Valle Lindo Park
Restrooms**

**Request for Proposal:
Due April 3, 2019 at 2:00 pm**



www.pvrpd.org • 805-482-1996

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

Request for Proposal Due April 3, 2019, 2:00 pm

INVITATION TO BID

Pleasant Valley Recreation and Park District ("District") is seeking bids for the remodeling of the restrooms at Valle Lindo Park at 889 Aileen St. Camarillo CA 93010 to the specifications. There will be a mandatory job walk on March 21, 2019 at 10:00 am.

DESCRIPTION OF WORK:

- A. Scope of Demolition and Removal Work is shown on drawings and specified in Section 02225.
- B. Not Used
- C. Remodel the Valle Lindo Park Restroom
- D. Plumbing: New Construction
- E. HVAC: None
- F. Electrical Power and Lighting: New Construction
- G. Fire Suppression Sprinklers: None
- H. Fire Alarm: None

BASIC OF SPECIFICATIONS

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

PROPOSAL PROCESS

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

1. A breakdown of the work to be done.
2. History of similar projects completed within the last three 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 PROPOSALS

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

Request for Proposal Due April 3, 2019, 2:00 pm

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 May 1, 2019

Project start date approx. May 20, 2019

Project completion date no later than August 9, 2019

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

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

DESCRIPTION

The work to be performed under this Specification, No. VL-2019-1 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.

Request for Proposal Due April 3, 2019, 2:00 pm

TIME LINE

Request for Proposals released:	March 11, 2019	
Mandatory job walk:	March 21, 2019	10:00am
Questions in by:	March 29, 2019	12:00pm
Proposals must be received by:	April 3, 2019	2:00pm
Contract award:	May 1, 2019	
Project approx. start date:	May 20, 2019	
Project completion date no later than,:	August 9, 2019	

PROPOSAL DEADLINE

The deadline for the proposal is **Wednesday April 3, 2019, 2:00 p.m.** Proposal must be submitted in a sealed envelope marked ***RFP Valle Lindo Restroom Remodel***, by the deadline. Proposal must be signed by an authorized individual to bind the firm and be valid for at least 90 days.

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

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

FAXED or ELECTRONIC RESPONSES WILL NOT BE ACCEPTED

ADDITIONAL INFORMATION

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

E-Mail bobc@pvrrpd.org

**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: March 6, 2019

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 618 TO ADOPT TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN DISTRICT AND SEIU LOCAL 721

RECOMMENDATION

District staff recommends that the Board approve Resolution No. 618 and written Tentative Agreement that was reached between the labor negotiation representatives from the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union Local 721 representing District employees (“SEIU Local 721” or “Union”).

BACKGROUND

In 2015 the District and SEIU Local 721 entered into their first three-year Memorandum of Understanding (“SEIU MOU 2015-18”). This original SEIU MOU 2015-18 expired on June 30, 2018. The District’s negotiation team has been meeting with SEIU Local 721 labor representatives since May of 2018 regarding a successor MOU. In February of 2019, the negotiating teams reached a written Tentative Agreement, which has been ratified by the Union and signed by the negotiating teams.

ANALYSIS

Pursuant to Government Code Section 3505.1, if a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization, the governing body of the public agency must vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement does not, however, bar the filing of an unfair labor practice charge for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.

The Parties have reached a tentative agreement on the terms for a successor MOU, which has been memorialized within Attachment 1. This agreement was ratified by the members of SEIU Local 721 and affirmed and executed by the labor representatives of the respective Parties.

The proposed changes to the SEIU MOU 2015-18 to be incorporated into a successor MOU are detailed in the attached Tentative Agreement. Below is an overview of the major updates:

- Term of Agreement – July 1, 2018 to June 30, 2021 (3 years).
- Salary Plan – A 2% COLA will be effective retroactive to the first pay date on or after July 1, 2018, July 1, 2019 and July 1, 2020.
- Promotion Between Classifications – Replaced the specific certifications with general certification descriptions required for promotion between Grounds Facilities I and Ground Facilities II as well as the promotion to Maintenance Crew Leader. By broadening our certification standards, the District will ensure staff has a variety of relevant job skills and training.
- Overtime and Compensatory Time – Clarification that on-call duty shall be limited to Friday, Saturday and Sunday as well as observed District Holidays.
- Work Clothing – The uniform allowance for jeans is increased from \$150 to \$160 and an addition of a uniform allowance for Park Rangers of \$200 every other FY is included.
- Sick Leave – Part-Time-Year-Round employees to increase accrual from 1.54 to 2.76 hours per pay period.
- Medical Benefits – District contribution would increase from 55% to 70% of the highest cost HMO family health plan.

Finally, the Tentative Agreement reflects that there is an existing dispute over whether represented employees are at-will employees and whether the District has clear due process appeal procedures for any employees deemed or found to be not at-will. The negotiation teams came up with a compromise resolution to the dispute whereby the Parties agree that by respectively ratified and approving the Tentative Agreement, each Party still continues to maintain its separate position relative to this dispute and neither waives any rights to defend its position or contest the other's position under the terms of the Tentative Agreement or successor MOU or in a court of law.

The Parties further agree to meet and confer within the ninety (90) days of the District Board's approval of the Tentative Agreement to attempt to resolve this dispute and add any additional MOU provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the Parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the Parties are still in disagreement after fact-finding and mediation have concluded, the Parties agree to submit this dispute to binding arbitration.

While the Board remains free to reject the Tentative Agreement reached by the Parties, such a rejection would require the District to resume negotiations over the terms of the successor MOU. Because at-will status falls squarely within the "terms and conditions of employment," whether such language and any due process provisions related thereto should be included within the successor MOU is a matter within scope of bargaining under the Meyers Miliias Brown Act ("MMBA"). Accordingly, the duty to continue to bargain in good faith over the inclusion of such a term remains, notwithstanding any rejection of the Tentative Agreement by the Board. As previously mentioned, a rejection of the Tentative Agreement would not bar SEIU from filing an unfair labor practice charge for failure to meet and confer in good faith. Should the District fail to resume negotiations over terms of the successor MOU that are within the scope of bargaining, the District may be liable for breaching its duty to meet and confer in good faith under Section 3505 of the Government Code.

FISCAL IMPACT

A retroactive Cost of Living Adjustment dated back to July 2018 will total \$18,750.04, while the increase to the District's contribution to medical benefits will cost \$46,197.08.

RECOMMENDATION

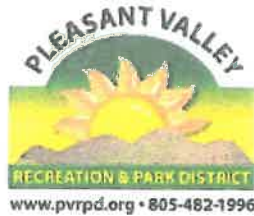
It is recommended the Board review and approve Resolution No. 618 and thereby adopt the Tentative Agreement for a Successor Memorandum of Understanding reached between the authorized representatives of the District and SEIU Local 721 and ratified by the Parties on February 14, 2019.

ALTERNATIVE COURSE OF ACTION

Alternatively, the Board may reject the Tentative Agreement reached between the District and SEIU Local 721. However, such a rejection would trigger the District's duty to return to the bargaining table to meet and confer in good faith over the terms of the rejected agreement.

ATTACHMENTS

- 1) Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (8 pages)
- 2) Resolution No. 618: Resolution to Adopt Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (2 pages)



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between the Pleasant Valley Recreation and Park District and
Service Employees International Union Local 721**

The Memorandum of Understanding between the Pleasant Valley Recreation and Park District (PVRPD or District) and Service Employees International Union Local 721 representing PVRPD Employees (SEIU or Union) expired on June 30, 2018 (SEIU MOU 2015-18). SEIU formally requested to re-open the SEIU MOU 2015-18 via letter to the District dated February 12, 2018 and also made a formal Request for Information in that letter. After receiving the requested information from the District, the parties commenced negotiations by means of in person meetings commencing on May 7, 2018 through the present, wherein proposals were exchanged at the bargaining table and via email.

On February 11, 2019, the parties reached an oral tentative agreement on the terms for a successor Memorandum of Understanding, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives. This Tentative Agreement was ratified by the members of SEIU on February 14, 2019. This Tentative Agreement represents a joint recommendation from the negotiation teams of both the District and SEIU to the Board of Directors of the Pleasant Valley Recreation and Park District. This Tentative Agreement, however, shall not become effective until accepted, approved, and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.” (Emphasis added.)

All terms and conditions of the prior SEIU MOU 2015-18 shall be maintained unless expressly modified or changed herein until the successor SEIU MOU is accepted, approved and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District.

TENTATIVE AGREEMENT DEAL POINTS

Art. No.	Subject	Existing MOU	Tentative Agreements
1&6	Purpose	References "Agreement"	<p>Change title to Purpose of the MOU. Change reference from Association to Union within Article to be consistent with Article 3 reference.</p> <p>Move Art. 6 Recognition to Section B of Art. 1 and define SEIU. Add Part-Time Restricted to list of covered employees.</p>
3	Union Rights	New Provision	<p>H. If the employees' elected representative is <u>also</u> elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to eight (8) hours per month of pre-approved vacation for such employees (vacation requests must be made in accordance to Article <u>36</u> Section C) to attend the SEIU Executive Board meetings.</p>
4	Term	<p>Terms of Agreement</p> <p>A. 7/1/15 to 6/30/18</p> <p>B. Successor MOU meet and confer March 1 to March 31 of 2018.</p>	<p>Retitle MOU Term (3 yr. Proposal)</p> <p>A. MOU covers period July 1, 2018 to June 30, 2021.</p> <p>B. Change dates to February 1 to February 28, 2021.</p>
14 A	Dues & Agency Shop	<p>A. Employees covered by this MOU shall, as a condition of employment, become or remain members of SEIU or shall pay to the union a service fee in lieu of membership dues. Such dues or service fees are set in accordance with the by-laws for the Union.</p>	<p>Delete entire Section A as no longer lawful and replace with:</p> <p>A. Membership within and/or payment of any dues or fees to SEIU shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining SEIU.</p>
14 B	Dues Deduction	<p>B. SEIU membership dues shall be deducted each pay period in accordance with the District procedures and provisions of applicable law from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the</p>	<p>B. SEIU may request in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SEIU, from the wages and salaries of members of SEIU Local 721. SEIU hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. SEIU shall also provide the certification of the membership list for</p>

		District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.	deduction purposes to the District on an annual basis or more often as needed. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.
14 C	Maintenance of Membership	C. Employees who are members of SEIU on the effective date of this Memorandum of Understanding, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first ten working days of December of each year upon written notification to the District. Any employee who is not a union member shall be subject to the agency shop service fee.	C. Employees who are members of SEIU on the date that a Tentative Agreement or Memorandum of Understanding is approved and adopted by the District's Board, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first (10) ten working days of December of each year upon written notification to SEIU.
14 D	Employee Info Opt-Out	D. Employees who do not want their personal contact information (e.g. home address, phone number) disclosed to the union upon request may opt-out of such disclosure by notifying Human Resources or designee in writing during the first ten working days of December. The District shall deliver to opted-out bargaining unit members Hudson notices and any other types of Union-related communications needed for the union to meet its duties as the exclusive bargaining representative.	D. The District agrees, pursuant to AB 119, to provide SEIU with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide SEIU with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, pursuant to AB 119, the District will not provide SEIU with the home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide SEIU with any home address, home telephone number, personal cellular telephone number, or personal email address of

			any employee who has made a written request to the District regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide SEIU with a copy of that request.
17 B	At-Will Issue	New	The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing this Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its position or to contest the other's position under the terms of the Tentative Agreement or MOU or in a court of law. Further, the parties agree to meet and confer within the ninety (90) days of the District's Board's approval of this Tentative Agreement to attempt to resolve this dispute and add any additional provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the Parties are still in disagreement after fact-finding and mediation have concluded, the parties agree to submit this dispute to binding arbitration.
18 C	Salary Plan	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2015.	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2018.
18 D	Salary Plan	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2016.	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2019.
18 E	Salary Plan	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2017.	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2020.

<p>21</p>	<p>Promotion Between Classifications</p>	<p>A. Promotion between Grounds I and Grounds II will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of a vacant Grounds II position 2. Ability to possess at least three (3) licenses/certifications; <ol style="list-style-type: none"> a. Pesticide license b. Playground Safety Certification c. Back Flow License d. Class A License <ol style="list-style-type: none"> i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment. e. A.F.O. or C.P.O. license f. Certification by International Society of Arboriculture as a Tree Worker or Arborist g. Irrigation Certification h. Horticulture Certification i. Small Engine repair j. Heating Ventilation and Air Conditioning Maintenance (Specialized training) 3. There will be a practical test administered one time per year. <p>Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of operating procedures and policies of the work unit.</p>	<p>A. Promotion between Grounds I and Grounds II will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of a vacant Grounds II position 2. Must be in possession of at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of 12 hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to...: 3. A practical test will be administered if the criteria of item 1 and 2 are met. <p>B. Promotion to Park Maintenance Lead Worker will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of vacant Park Maintenance Lead worker position. 2. Must be in possession of at least four (4) in which one certificate pertains to supervision/leadership skills, or 12 hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications <p>Employees hired, not promoted, into the classifications of Grounds Facilities II or Park Maintenance Crew Leader will have one (1) year to obtain the required certificates.</p>
<p>22</p>	<p>Overtime and Compensatory Time</p>	<p>D. A non-exempt employee who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times</p>	<p>D. A non-exempt <u>full-time employee</u> who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime</p>

		<p>his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.</p> <p>G. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p>	<p>hours shall be computed to the nearest quarter hour.</p> <p>G. Employees who volunteer to be on-call, will be compensated at the rate of \$30 per day. On-Call days shall be limited to Friday, Saturday, Sunday and District observed holidays. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p>
24	Work Clothing	<p>A. Employees covered by the Memorandum who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.</p> <p>1. District will provide the following for full time employees:</p> <ul style="list-style-type: none"> a. 5 t-shirts/polo shirts per fiscal year b. 1 hat per year c. Sweatshirt or Jacket every other year <p>2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year bases; provided, they turn in receipts within 30 days.</p> <ul style="list-style-type: none"> a. Denim Blue Jeans -not to exceed at total of \$150 b. Steel or Safety toed work boots not to exceed \$150 <p>3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year.</p>	<p>2a. Denim Blue Jeans -not to exceed at total of \$160</p> <p>2b. Steel or Safety toed work boots not to exceed \$150</p> <p>4. Lead Park Ranger will be eligible to receive reimbursement each fiscal year; provided they turn in receipts within 30 days.</p> <p>5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days.</p> <ul style="list-style-type: none"> a. Uniform - not to exceed a total of \$200
25	Holidays	<p>C. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to their regularly scheduled workday of holiday</p>	<p>C.Upon termination, retirement <u>or promotion</u>, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.</p> <p>Add Section D. Part time (Restricted, Seasonal & Temporary) employees are not eligible for Holiday pay.</p>

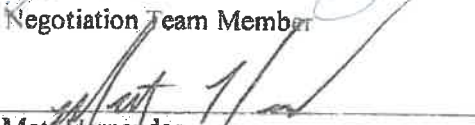
		compensatory time. Holiday time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.	
26	Sick Leave	A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 1.54 hours per pay period.	A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 2.76 hours per pay period.
28	Medical Benefits	See MOU.	C1. July 2018 the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%. G. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The district pays a minimum contribution to current employees and District retirees in the current amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.
36	Vacation	A. The maximum vacation accrual shall be three times the employee's annual vacation accrual. See Below Table B. It is the mutual responsibility of the employee and his/her supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.	Include language....The District supports and encourages the use of vacation to provide opportunities to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period; including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation

SIGNATURES ON NEXT PAGE


SEIU LOCAL 721


Aram Agdaian,
Campaign Coordinator/Negotiator


Jesse Gomez
Negotiation Team Member


Matt Hernandez
Negotiation Team Member



Brandon Lopez
Negotiation Team Member


Michael Guerrero
Negotiation Team Alternate


Edwin Valdez
Worksite Organizer

PVRP DISTRICT


Mary Owen
General Manager


Kathryn Drewry
Human Resources Specialist


Eric Storrie
Recreation Services Manager


Colin Tanner
Special Counsel/Labor Negotiator

Resolution No. 618

RESOLUTION TO ADOPT TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

WHEREAS, the Memorandum of Understanding (“MOU”) between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and Service Employees International Union, Local 721 (“SEIU” or “Union”) expired on June 30, 2018.

WHEREAS, Section 3505 of the Government Code requires the governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of a recognized employee organizations, as defined in subdivision (b) of Section 3501.

WHEREAS, SEIU has been formally recognized by the District as the employee organization representing employees of the District pursuant to subdivision (b) of Section 3501.

WHEREAS, SEIU formally requested to re-open the MOU via letter to the District dated February 12, 2018.

WHEREAS, the District and SEIU (collectively, “Parties”) commenced negotiations by means of in person meetings beginning on May 7, 2018 through the present, wherein proposals were exchanged at the bargaining table in conformity with the requirements of Section 3505 of the Government Code.

WHEREAS, on February 11, 2019, the authorized representatives of the District and SEIU reached a tentative agreement on the terms for a successor MOU, the deal points of which are set forth within the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (“Tentative

Agreement") affirmed and executed by the labor representatives of the respective Parties on February 14, 2019.

WHEREAS, Government Code Section 3505.1 provides that, where a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization or recognized employee organizations, the governing body of the public agency shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the Board of Directors of the Pleasant Valley Recreation and Park District hereby approves the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721, a fully executed copy of which is attached hereto and by this reference made a part hereof.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 6th day of March, 2019, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

**Robert Kelley, Chairman, Board of Directors
PLEASANT VALLEY RECREATION AND PARK
DISTRICT**

(SEAL)

ATTEST:

**Dr. Neal Dixon, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: March 6, 2019

SUBJECT: COOPERATIVE AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND THE CITY OF CAMARILLO REGARDING ARCHITECTURAL DESIGN AND COST REFINEMENT FOR PROPOSED PLAN 2 OF THE SENIOR AND COMMUNITY RECREATION FACILITY NEEDS STUDY

SUMMARY

The District and City previously entered into a Cooperative Agreement to commission a Senior and Community Recreation Center Facility Needs Assessment Study (“Study”), effective July 2017. The Study, conducted by Greenplay LCC, recommended three plans to create more space for activities: Plan 1 - 14,616 square feet; Plan 2 - 31,272 square feet; and Plan 3 - 68,454 square feet with preliminary construction cost estimates ranging from \$14,736,559 to \$52,499,872. This next phase is to design and further refine cost for the proposed Plan 2 of the Senior and Community Recreation Facility Needs Study.

BACKGROUND

The Senior and Community Recreation Facility Needs Assessment Study allowed the District to determine how its current senior center and recreation facilities are meeting the needs of the community. This plan included extensive community outreach and feedback, along with a market assessment and needs assessment to determine whether the District should expand or repurpose existing facilities, or if new facilities are needed.

At the June 28, 2018 Special Board Meeting, the District reviewed the Study and confirmed that Plan 2 (approximately 31,272 square feet) is its preferred plan to meet the community’s needs for senior and community recreation facility space. On September 26, 2018, the City confirmed that Plan 2, (approximately 31,272 square feet) as its preferred plan to meet the community’s needs for senior and community recreation facility space and committed up to \$8 million towards the cost of constructing the new facilities.

Both parties are concerned about the \$29,566,328 preliminary cost of construction for Plan 2 identified in the Study and seek to further refine the scope of Plan 2 and its estimated costs by hiring a qualified, California-licensed architectural firm to further refine, with public input, the

Plan 2 concept, create specific design concept alternatives, conduct parking analyses, and calculate refined cost estimates. On November 8, 2018, the Liaison Committee, comprised of the District's Liaison Committee and an Ad Hoc Committee from the City met to discuss implementation of a plan and cost refinement for the proposed Plan 2 of the Senior and Community Recreation Facility Needs Study. This initial meeting was to develop another cooperative agreement as well as refine a Senior and Community Recreation Facility Design and Architectural Services Request for Proposal (RFP).

ANALYSIS

The Cooperative Agreement outlines the responsibilities of the City and the District in the performance of a plan and cost refinement for proposed Plan 2 of the Senior and Community Recreation Facility Needs Study. The agreement was developed in conjunction with City staff and vetted by both the District and City Ad Hoc Liaison Committee. This Agreement outlines the RFP process, the architectural firm consultant selection process as well as obligates each party to pay half of the cost of the Architectural Design while outlining the payment administration process.

The Cooperative Agreement requires each party to appropriate 120% of its half of the consultant contract to accommodate additional work that may be desired beyond the approved scope of work. Prior to the approval of the work, the District must consult with the Ad Hoc Committee and the City must consent to the additional work and funding.

The consultant shall provide those services designated necessary to prepare the four (4) Concept Plans consisting of drawings and other documents illustrating the general scope, scale and relationship of the Project components for the Ad Hoc Liaison Committee's review and recommendation for approval by the District.

COMMITTEE REVIEW

Staff reviewed the agreement in conjunction with the Ad Hoc Liaison Committee. The Ad Hoc Liaison Committee recommended that District staff bring the agreement before the Board for review and approval.

FISCAL IMPACT

The "do not exceed" price proposal for LPA is \$190,448 which includes reimbursables; this cost will be shared with the City of Camarillo. The District and the City will be obligated to appropriate 120% of its half of the contract. The anticipated fiscal impact to the District would not exceed \$114,269. In the event the actual costs were to exceed \$228,538, staff would return to the Board to seek approval.

RECOMMENDATION

It is recommended the Board review and approve the Cooperative Agreement between the Pleasant Valley Recreation and Park District (District) and the City of Camarillo (City) regarding the Architectural Design and cost refinement for proposed Plan 2 of the Senior and Community Recreation Facility Needs Study.

ATTACHMENTS

- 1) Cooperative Agreement (4 pages)

**COOPERATIVE AGREEMENT BETWEEN THE PLEASANT VALLEY RECREATION
AND PARK DISTRICT AND THE CITY OF CAMARILLO REGARDING
ARCHITECTURAL DESIGN AND COST REFINEMENT FOR PROPOSED PLAN 2 OF
THE SENIOR AND COMMUNITY RECREATION FACILITY NEEDS STUDY**

This Cooperative Agreement regarding the Senior and Community Recreation Facility Needs Study (“Agreement”) is entered into by and between the Pleasant Valley Recreation and Park District (“District”) and the City of Camarillo (“City”) and shall be effective on the date signed by the last party to sign the Agreement. The District and City are collectively referred to here as the “Parties”.

RECITALS

A. The District and City previously entered into a Cooperative Agreement to commission a Senior and Community Recreation Center Facility Needs Assessment Study (“Study”), effective July 14, 2017.

B. The Study, conducted by Greenplay LCC, recommended three Plans to create more space for activities: Plan 1, 14,616 s.f.; Plan 2, 31,272 s.f.; and, Plan 3, 68,454 s.f. with preliminary construction cost estimates ranging from \$14,736,559 to \$52,499,872.

C. At a June 28, 2018 Special Meeting the District reviewed the Study and confirmed that Plan 2, 31,272 s.f., is its preferred plan to meet the community’s needs for senior and community recreation facility space.

D. On September 26, 2018, the City confirmed that Plan 2, 31,272 s.f. is its preferred plan to meet the community’s needs for senior and community recreation facility space and committed up to \$8 million towards the cost of constructing the Plan 2 concept.

E. The Parties are concerned about the \$29,566,328 preliminary cost estimate for construction of Plan 2 identified in the Study and seek to further refine the scope of Plan 2 and its estimated costs by hiring a qualified, California-licensed architectural firm to further refine, with public input, the Plan 2 concept, create specific design concept alternatives, conduct parking analyses, and calculate refined cost estimates (the “Work”).

F. On December 6, 2018, the District issued a Request for Proposals for this additional architectural work and received five (5) proposals on January 15, 2019.

G. On February 11, 2019, the Liaison Committee, comprised of Ad Hoc Committees from both the District and the City for the purpose of guiding efforts to plan and develop senior and community recreation facility space, interviewed three (3) of the architects that submitted proposals, and chose LPA as the architect (“Architect”) most qualified to perform the Work.

WHEREFORE, the Parties hereby agree to the following terms:

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

2. CONTRACT.

- a. The contracting parties for performance of the Work (“Contract”) will be the District and the Consultant.
- b. The Contract will be administered by the District.

3. COST SHARING.

- a. The Parties agree to pay, in equal amounts, the Architect’s not-to-exceed \$190,484 cost to prepare the Work.
- b. The District will pay the Consultant and the City will reimburse the District for half of the Architect’s costs to prepare the Work within 30 days of the presentation of a copy of Architect’s invoice to the City Manager. Invoices from the Architect are expected monthly unless otherwise agreed to by the District and the Architect in consultation with the City.
- c. The District may only issue a Notice to Proceed to the Architect to begin work on the Contract after such time as the City approves the expenditure of monies for its half of the not-to-exceed costs of the Contract.
- d. The Parties recognize that additional work may be desired of the Architect beyond the approved Scope of Work, leading to an additional cost to be equally borne by each Party, and therefore each Party will approve an initial project appropriation in an amount equal to 120% of that Party’s half of the Contract. In such an event, the District Board, after consultation with the Liaison Committee, will approve an amendment to the Contract and any additional funding necessary subject to the 120% limit.

4. SUPPORT. The District staff and City staff will provide technical assistance as needed to support the Architect’s Work, including the gathering of available data necessary to support the Architect as a part of the Contract, scheduling and advertising community outreach meetings, reviewing and commenting upon drafts of the Architect’s Work, and generally supporting the effort to produce the Work.

5. ACTION BY BOARD. The Liaison Committee will review the final draft of the Work and recommend that the District Board receive and file the Work. The City’s Recreational Facilities Needs Ad Hoc Committee will then present the Work’s recommendations to the City Council. The Liaison Committee will then discuss potential implementation strategies for District and City consideration and action.

6. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This Agreement may not be amended except in writing and signed by both parties.

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

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

City of Camarillo
Attention: Dave Norman, City Manager
601 Carmen Drive
Camarillo, CA, 93010
Email: dnorman@cityofcamarillo.org

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

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

PLEASANT VALLEY RECREATION AND PARK DISTRICT

By:

Dated:

Robert Kelly, Chairman

ATTEST:

APPROVED AS TO FORM:

Anthony Miller, Clerk of the Board

Tiffany J. Israel, District Counsel

CITY OF CAMARILLO

By:

Dated:

Kevin Kildee, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeffrie Madland, City Clerk

Brian A. Pierik, City Attorney

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

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: March 6, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE PLEASANT VALLEY RECREATION AND PARK
DISTRICT AND LPA, INC.**

SUMMARY

The District and City previously entered into a Cooperative Agreement to commission a Senior and Community Recreation Center Facility Needs Assessment Study (“Study”), effective July 2017. The Study, conducted by Greenplay LCC, recommended three Plans to create more space for activities: Plan 1, 14,616 square feet; Plan 2, 31,272 square feet; and, Plan 3, 68,454 square feet with preliminary construction cost estimates ranging from \$14,736,559 to \$52,499,872. The District is currently seeking to engage in the architectural design phase and to further refine cost for the proposed Plan 2 of the Senior and Community Recreation Facility Needs Study.

BACKGROUND

The District and City previously entered into a Cooperative Agreement to commission a Senior and Community Recreation Center Facility Needs Assessment Study, effective July 14, 2017. The Study, conducted by Greenplay LLC, recommended three Plans to create more space for activities: Plan 1, 14,616 square feet; Plan 2, 31,272 square feet; and Plan 3, 68,454 square feet; with preliminary construction cost estimates ranging from \$14,736,559 to \$52,499,872.

At the June 28, 2018 Special meeting the District reviewed the Study and confirmed that Plan 2, (approximately 31,272 square feet) is its preferred plan to meet the community’s needs for senior and community recreation facility space. On September 26, 2018, the City confirmed that Plan 2, 31,272 square feet as its preferred plan to meet the community’s needs for senior and community recreation facility space and committed up to \$8 million towards the cost of constructing the new facilities.

Both agencies were concerned about the \$29,566,328 preliminary cost estimate for construction of Plan 2 identified in the Study and seek to further refine the scope of Plan 2 and its estimated costs. In order to confirm the cost of the construction, both agencies agreed to hire a qualified, California-licensed architectural firm to further refine, with public input, the Plan 2 concept, create specific design concept alternatives, conduct parking analyses, and calculate refined cost estimates. On December 6, 2018, the District issued a Request for Proposals for this additional

architectural work and received five (5) proposals on January 15, 2019. The proposals ranged from \$145,353 to \$493,816.

ANALYSIS

On February 11, 2019, the Liaison Committee, comprised of the City Ad Hoc Committee and the District’s Liaison Committee met for the purpose of guiding efforts to plan and develop senior and community recreation facility space. The committee interviewed three (3) of five architects that submitted proposals.

Through the interview process, each firm had the opportunity to share with the panel their work history, relevant experience, civic experience, ability to complete this project on time and on budget, community outreach efforts, and design approach to the project.

PRICE COMPARISION	Basic Services	Reimbursable Expenses	Total
Roesling/Nakamura/Terada Architects (RNT)	\$145,353	Included	\$145,353
LPA, INC	\$180,448	\$10,000 Allowance	\$190,448
Gonzalez Goodale Architects & MainStreet Architects	\$285,148	Included	\$285,148

With each of the three firms qualified to complete the project, the panel came to a unanimous decision that LPA Architects were at the top of the list and the architect firm most qualified to perform the work. LPA presented to the panel not only the ability to tackle the challenging technical aspects of the job, but also the ability to successfully interact with the community, address the issues that are present on the site, create synergy amongst current buildings and site location, and their use of green, sustainable materials.

The proposal by LPA is included as Attachment 1; all other proposals are available at <http://pvirpd.org/administration/directors/agenda/default.asp>.

Panelists evaluated the following categories of the architectural firms: understanding the scope of work, demonstration of professional skills and credentials of the staff to be assigned. Other categories the panelists considered during the interview included: the firms’ related experience and references, quality of presentation, approach to performing this type of service, ability to manage the public process involved in design and demonstrated ability to complete task with expected time frames.

LPA will be tasked with the preparation of four concept plans. Each of the four concepts include a preliminary site plan, parking, rendering and cost estimation, resulting in final schematic designs. These design plans need to create specifications to complement recreation needs for multi-generational uses such as: activity spaces to include a lounge, a game room, a multi-purpose fitness

space and a multi-sport gymnasium. LPA will also lead presentations and engage the community to address the needs and desires of various community user groups.

Staff contacted references to discuss LPA's past work, as they have no prior working relationship with the District or the City. The references indicated they were satisfied with the architects' performance and have proven to have the ability to stay on time and on budget. The company is based in Irvine, California and has been in business for over 40 years. Having done many projects throughout the Southern California region, LPA has worked with many cities, school districts, and other government agencies.

FISCAL IMPACT

The "do not exceed" price proposal for LPA is \$190,448 which includes reimbursables; this cost will be shared with the City of Camarillo. The District and the City will be obligated to appropriate 120% of its half of the contract. The anticipated fiscal impact to the District would not exceed \$114,269. In the event the actual costs were to exceed \$228,538, staff would come back to the Board to seek approval. It is recommended the District allocate \$114,269 from capital funds as currently there is currently two million, four hundred fifty-eight thousand and seven hundred thirty-six dollars (\$2,458,736).

RECOMMENDATION

It is recommended that the Board approve and authorize the General Manager to enter into an agreement with LPA for a Professional Services agreement to provide Design and Architectural services for a Senior and Community Recreation Facility.

ATTACHMENTS

- 1) LPA Proposal (49 pages)
- 2) Methodology Comparison (1 page)
- 3) Pricing Comparison (1 page)
- 4) Agreement (22 pages)



PLEASANT VALLEY RECREATION & PARK DISTRICT

Senior and Community Recreation Facility
Design and Architectural Services

JANUARY 15, 2019

LPA

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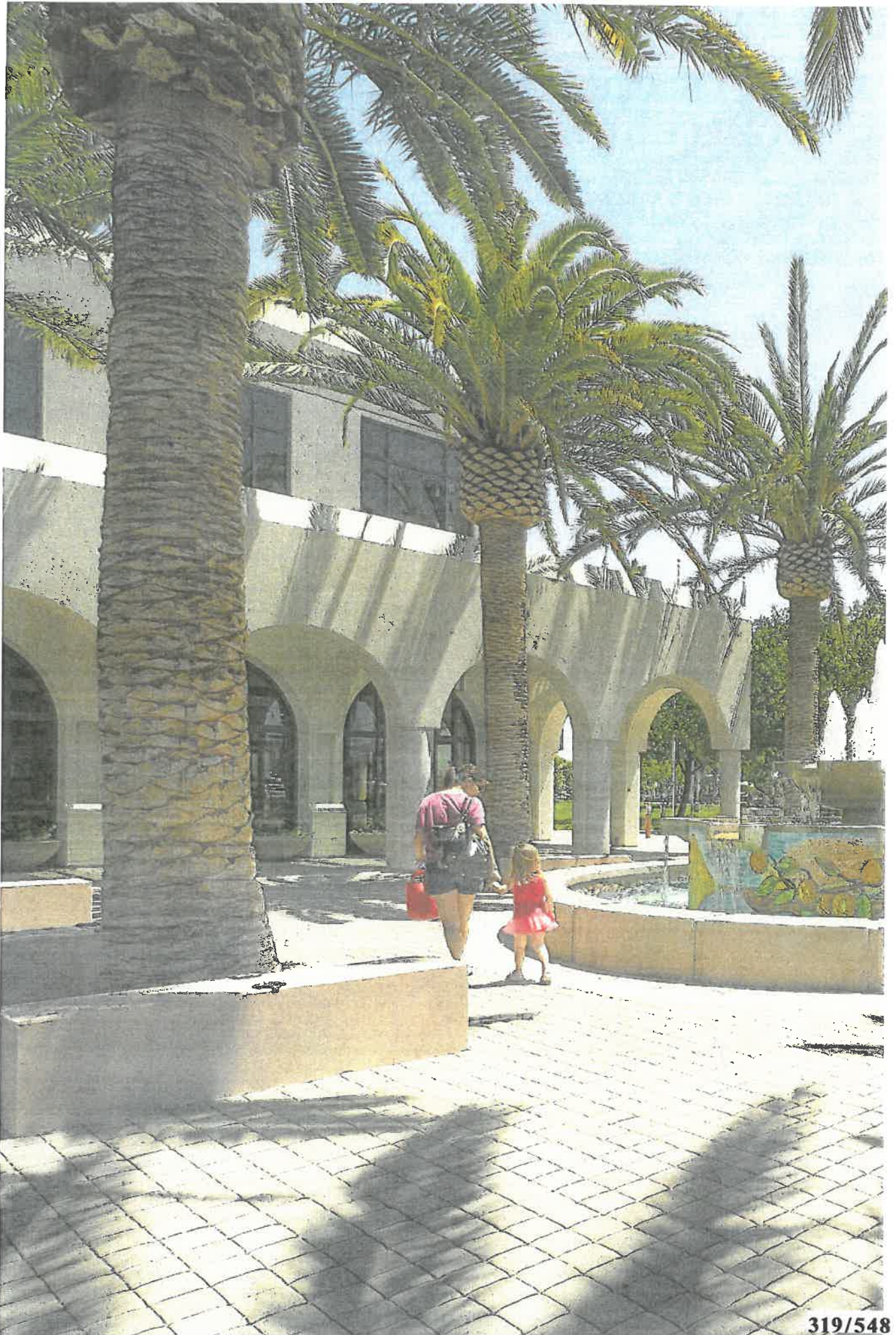
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SECTION 1

LETTER TO THE SELECTION COMMITTEE





January 15, 2019

PLEASANT VALLEY RECREATION AND PARK DISTRICT

Mary Otten, General Manager
1605 East Burnley Street
Camarillo, California 93010

RE: PLEASANT VALLEY RECREATION AND PARK DISTRICT

RFP - Design and Architectural Services

LPA Reference No: 1005676

Dear Ms. Otten and Members of the Selection Committee:

The Pleasant Valley Recreation and Park District (District) and City of Camarillo (City) desire to conduct site reviews, conduct community and District meetings and develop four conceptual plans for senior and community recreation facilities. We recognize the importance of this in the District's and City's history; the opportunity to re-envision the future for outdoor and indoor recreation facilities. We also recognize the responsibility the recreation and park district has to examine the costs to develop, operate and maintain new and renovated facilities and balance community needs with costs and potential revenue generation. LPA has worked in California for more than 50 years, shepherding a wide range of similarly complex planning and design challenges. The benefits of partnering with us include:

- **We are a fully-integrated multidisciplinary organization**, with talented teams of landscape architects, architects, interior designers, engineers and Sport + Recreation specialists working together under one umbrella. This allows us to tackle projects holistically and bring expert voices to every discussion, creating a cohesive unit collaboratively working toward the same goals.
- **Our design approach sets us apart.** We focus on a process that searches for real understanding of the goals and needs of the community, through outreach programs and committed collaboration. Addressing usage patterns, recreation program participation rates and long-term maintenance issues of all the park sites will put the District and City on better strategic ground for long-term fiscal sustainability.
- **Community consensus building.** At LPA, we utilize a collaborative process to involve our clients and their constituents in the project planning and design. Our consensus building process ensures that all project participants have a chance to provide ideas resulting in a final design solution that uniquely reflects the District's and City's goals and vision. Agencies with whom we have collaborated to provide community outreach include: Cordova Recreation and Park District and Cities of Rancho Cordova, Malibu, Elk Grove, Irvine, West Hollywood, Dixon and Santa Clara.

LPA has a proven track record providing quality design on projects of all sizes and budgets, using sustainable principles. We have a passion for community projects and are eager to discuss the best ways to provide visionary plans and design modern, cost-efficient and appropriately sized community recreation facilities for the District and the City that will inspire people of all ages, facilitate youth development and be loved by the community. We are truly excited about the opportunity to collaborate with you and look forward to further discussions.

Sincerely,

Jim Wirick, AIA / LEED AP BD+C
Principal-in-Charge
JWirick@LPADesignStudios.com

Arash Izadi, RLA / ASLA / LEED AP BD+C
Principal, Director of Sport + Recreation
Alzadi@LPADesignStudios.com



LPA creates environments that generate lasting value, ensure a better future and enrich the human experience. Through every partnership and project, our goal is to innovate, inspire and improve people’s lives.

ABOUT LPA

FIRM HISTORY

LPA was founded in 1965. Today, the firm has expanded to more than 430 people with four locations in California and two in Texas.

As an integrated design firm, LPA breaks down the barriers between disciplines. We bring together experts in architecture, engineering, interior design, landscape architecture and master planning to collaborate with clients from start to finish. As one of the country’s only design firms with a dedicated research team, we draw on rigorous data and analysis to shape our projects and improve their economic, environmental and social value.

THE POWER OF INTEGRATED DESIGN: A BETTER PROCESS WITH BETTER RESULTS

LPA believes that collaboration drives creativity and improves problem-solving. That’s the philosophy behind our integrated design process. When you work with us, you benefit from a multidisciplinary in-house team of designers, planners, engineers, researchers and thought leaders all working together for the greater good of the project. From the beginning of the design process through completion and post-occupancy evaluation—everyone is actively involved and in sync.

A RESEARCH-DRIVEN APPROACH THAT IMPROVES OUTCOMES

LPA takes an informed approach to design—one that leverages the insights of our dedicated research team to maximize value for each project. Every planning and design decision we make is based on the best available intelligence, from sustainability studies and energy analysis to design simulations and post-occupancy evaluations. It’s a data-driven, evidence-based process that produces high-performance buildings that do more with less.

SUSTAINABLE SOLUTIONS THAT ARE BETTER FOR BUSINESS

As pioneers in sustainability, LPA has been setting new standards for more than 50 years. Unlike many firms who view green design as a LEED checklist or building add-on, sustainability informs everything we do. We create smarter sustainable designs that improve efficiency and reduce operational and maintenance costs for clients. Our buildings also help to promote health and well-being and enhance the user experience.

A DEDICATED SPORT AND RECREATION GROUP

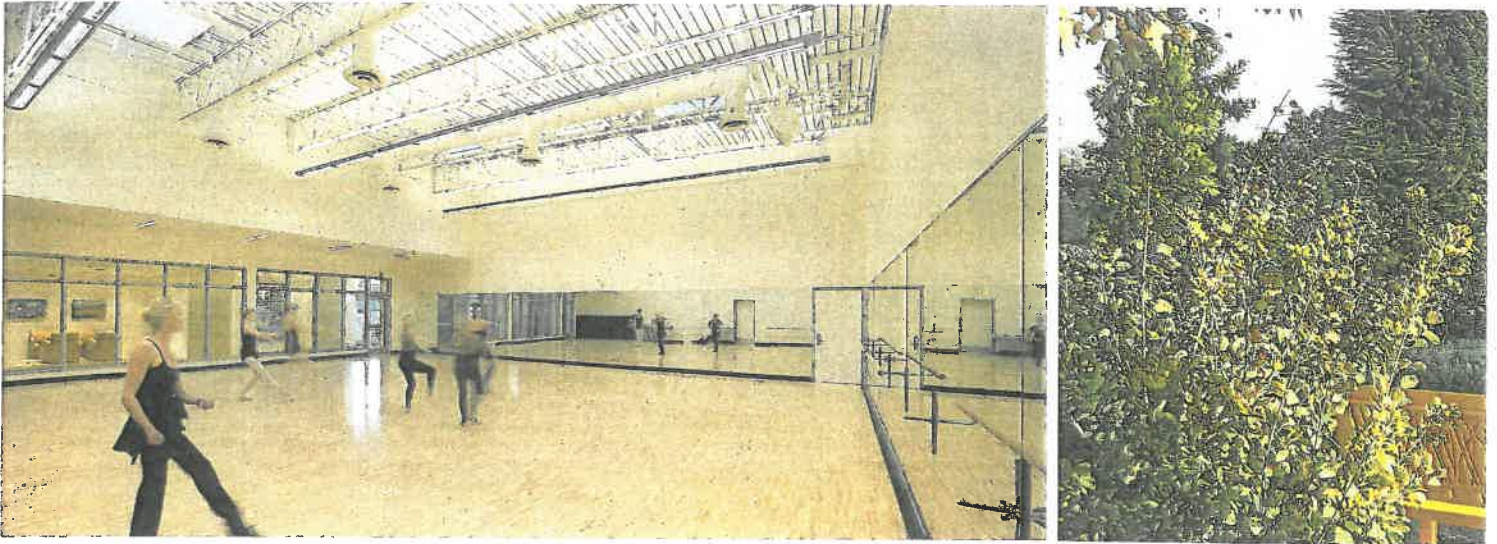
LPA believes the design of community recreation facilities requires specific expertise not common among architectural offices. With this understanding, LPA has a dedicated Sport + Recreation segment, which includes in-house landscape architects, architects and engineers who work predominantly on recreation and athletic facilities such as community recreation centers, gyms, sports parks, tracks, stadiums, aquatic facilities, ball fields, and support facilities. Our team fully understands the specific design requirements of these project types.

NUMBERS

6	9	430+	1965
REGIONAL OFFICES	MARKET SEGMENTS	CURRENT EMPLOYEES	YEAR FOUNDED

- SACRAMENTO
- SAN JOSE
- IRVINE
- SAN DIEGO

- DALLAS
- SAN ANTONIO



IN-HOUSE SERVICES

ARCHITECTURE

Our building design services bring together architects, engineers, interior designers, landscape architects and master planners. This collaborative approach ensures a more unified experience between interior and exterior environments.

- Architectural building design
- Project management/scheduling
- Construction drawings/specifications
- Contract administration
- Jurisdictional approval processing

ENGINEERING

Close collaboration between engineers and architects is integral to successful design. We facilitate that process with an in-house team of civil, structural, electrical, mechanical, plumbing and technology engineers.

- Structural modeling, analysis, design and documentation
- Existing and new structures seismic performance evaluation
- Mechanical and plumbing design, energy use modeling
- Civil engineering design and documentation
- Electrical engineering, technology and low voltage systems

INTERIOR DESIGN

We provide a full range of interior design and space planning services. Our goal is to create inspiring, cost-effective interiors tailored to each client's functional needs and aesthetic preferences.

- Program visioning
- Educational specifications
- Materials/fixtures technical standards
- Furniture selection and installation
- High-performance learning environments

LANDSCAPE ARCHITECTURE

Our landscape architects work in tandem with other designers and engineers. This integrated approach results in innovative landscape designs that are functional, environmentally sensitive and easy to maintain.

- Site and environmental analysis
- Landscape and irrigation design
- Outdoor gathering environments
- Recreation planning and design
- Post-construction maintenance analysis



MASTER PLANNING

Master planning services provide clients with a decision-making framework and an actionable project road map. Our comprehensive plans cover local regulations, funding sources and legal, economic and political factors.

- Site surveys and facility needs assessments
- Educational programming and philosophy
- Cost and budget estimating
- Land use planning
- Funding source scenarios and scope prioritization

SUSTAINABLE DESIGN

LPA offers a broad scope of sustainable services, from pre-design planning and cost analysis to project documentation and specification. Our goal is to provide efficient, environmentally friendly solutions that save money and perform better.

- LEED/CHPS sustainable assessments
- Sustainable design standards
- Agency program rebate
- Life cycle cost analysis
- Project commissioning

SIGNAGE/GRAPHICS SERVICES

We use signage and graphics to create memorable branded environments. Our signage and graphics services are coordinated with our other design departments to establish a seamless user experience.

- Project entry announcements
- Site and building navigation
- Space identification
- ADA compliance
- Coordinated architectural aesthetic

COST/BUDGET CONTROL

LPA is committed to delivering projects on time, on budget and with minimal change orders or cost overruns. To this end, we work with an independent, third-party firm to provide cost and budget control services.

- Concurrent budget checks and value engineering
- Constructibility reviews
- Total quality management (TQM) procedures
- Public bid administration assistance
- Plan printing and distribution



SECTION 2
DESIGN INFORMATION





DESIGN INFORMATION

The District and the City have a unique opportunity presented in the Senior and Community Recreation Facility project. The Senior and Community Recreation Facility is the focal point and can be a catalyst for creating multi-generational community engagement, an active central hub and sustainable development. It is imperative that these public spaces are programmed and designed with respect for the community culture and its history, as well as the environment in which the project exists. LPA is ideally positioned to partner with the District and the City on this project based on our experience on similar projects such as Laguna Beach Community and Susi-Q Senior Center, Temecula Community Recreation Center, and San Juan Community Center.

LPA is a national leader in sustainable design and firmly believes that green design is simply good design. Simple gestures such as proper land use, building orientation, material selection and equipment selection can translate into thousands of dollars saved in operating costs, not to mention the positive effect on the environment, as well as those who play and work in these facilities.

TEAM COMPOSITION AND QUALIFICATIONS

LPA has assembled a comprehensive team of consultants for this important assignment. We have all worked together on other successful community recreation facilities, so we have maximum efficiency and a very organized approach

that will work well with the staff of the District and the City. Specifically, the LPA team leadership consisting of Jim Wirick, Arash Izadi, Jeremy Hart, Jeff Schaub, and John Courtney present over 150 years of community center design, planning and programming experience. Jim Wirick holds a California State Architect's license and a copy of his current license has been included in our submittal.

We are supported by LPA staff dedicated to Sports + Recreation engineering and architectural services. Our team includes HL Construction Management, who will provide cost estimating expertise and Guida Surveying will provide surveyor services.

RECREATION EXPERTISE

LPA has been recognized by Engineering News-Record as a top 10 sports design firm. Over the past 53 years, LPA has provided master planning, feasibility studies, programming, needs assessments and design services for numerous municipal clients in California of which many are repeat clients. Projects include community and recreation centers, sports and recreational facilities, competition stadiums, ball field complexes, city halls, physical education facilities, fitness studios and gymnasiums. LPA has completed over \$1 billion in civic projects for cities, counties and local agencies.

COMMUNITY ENGAGEMENT

Our understanding of this project comes from many years of planning recreation projects similar in size and scope, as this qualifications package will demonstrate. The District and the City will be able to rely on the expertise of our team to provide site review and research, topographical and boundary land surveys, community meetings, workshops with liaison committee, coordination with City staff, preparation of four concept plans, workshop with elected officials and select final design that will enable this project to succeed. Critical to this project will be building on the successful feasibility study and community outreach performed by the District and the integration of the new improvements with the fabric of the community, site and existing building.

COMPREHENSIVE OUTREACH

We utilize a community workshop process based on the principles founded by Lawrence Halprin. LPA believes in the basic principle that people in a community have both the right and responsibility to establish what their community should be—its character and quality of life—and to explore alternative ways their environment can develop. The goal of the workshop is to receive creative input from all concerned about the use of the site, facilities to be included, the linkage to surrounding areas, the users and the quality of and character of the site area. LPA will collaborate with the District and the City to conduct community input workshops to establish goals, entertain ideas and solutions, and obtain public comment and input at the direction of the District and the City within the guidelines established and expected by the District and the City. A properly designed workshop program will ensure that opportunities for the District and the City and public input, review, comment and authorship are established and occur at the appropriate stages of the project. Our objective in the methodology is to develop an understanding of the community's needs and ideas, gather all pertinent facts, analyze the information, develop the best opportunities and select the most viable solutions for the project.

Depending on the final process and level of engagement established in collaboration with the District and the City, we would hold a series of workshops aimed at data collection, site awareness, design ideation, detail refinement and presentation of the final understanding. These meetings may

include two-to-three-hour evening meetings. In addition, the LPA team would recommend a series of technical study sessions/meetings with the District and the City departments and special interest groups to ensure timely and appropriate input from those departments and organizations during the workshop process. This could include representation from traffic, public works, engineering, finance, planning and parks and recreation, if deemed appropriate by the District.

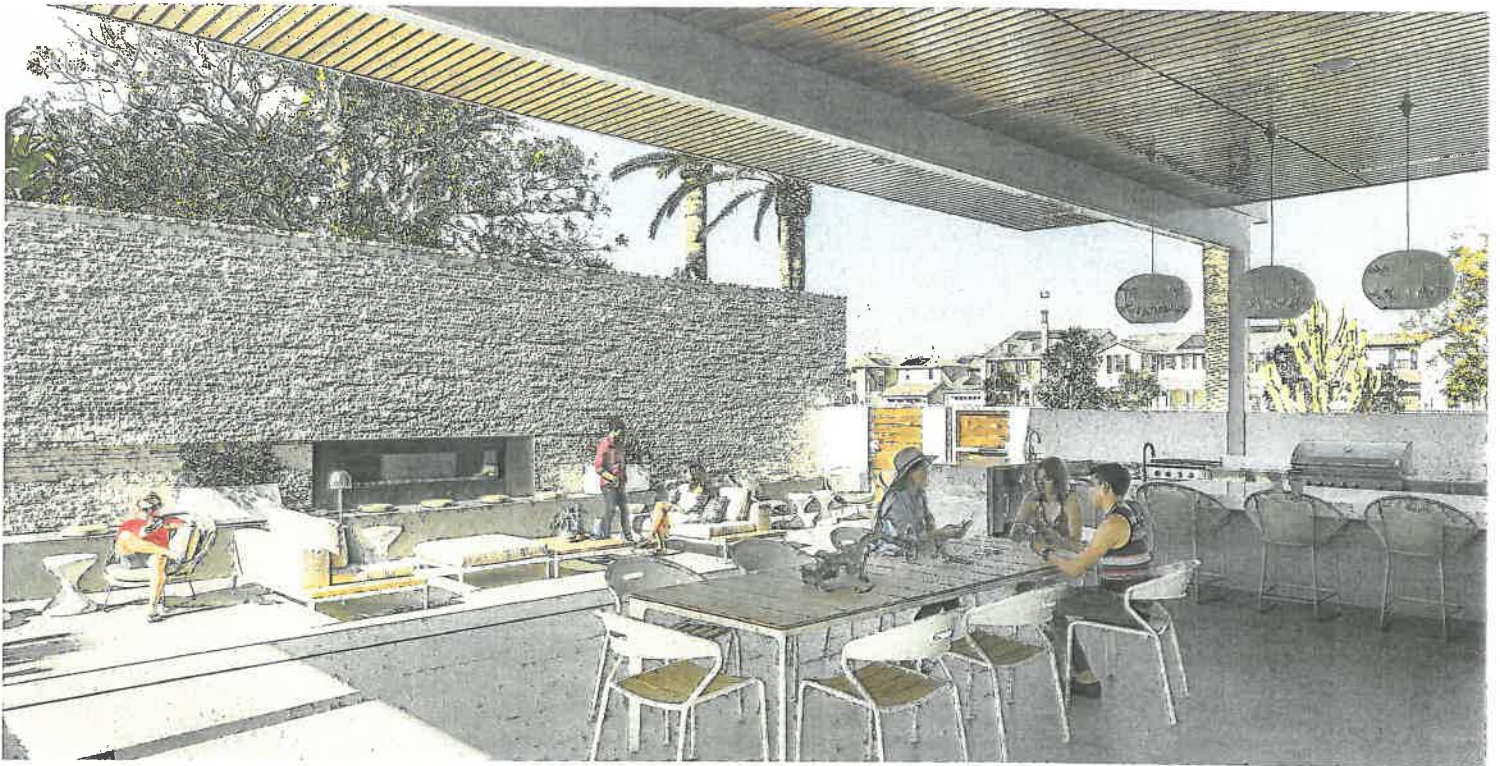
LPA has successfully facilitated public outreach meetings ranging from workshops of 10 people to audiences of more than 500 residents for cities, counties and other public agencies including televised events and workshops which included public outreach, presentations, community charrettes, prioritization and site awareness tours.

For this project, LPA has provided an example of a two-step workshop process outlined in the scope of services. We would propose an ideation session with the City and District to refine and elaborate on this process and finalize an outreach that is custom tailored to the stakeholders of the District and the City.



SECTION 3
TECHNICAL QUALIFICATIONS
AND EXPERIENCE





TECHNICAL QUALIFICATION AND EXPERIENCE

LPA has over 250 sport and recreation projects including community and recreation centers, sports and recreational facilities, competition stadiums, ball field complexes, city halls, physical education facilities, fitness studios and gymnasiums.

This experience brings a level of understanding and lessons learned that will truly benefit the District and the City.

The projects featured on the following pages represent LPA's design team's experience working together, integrating a new facility in an existing site, senior center expertise, experience designing projects of similar scope and public engagement on capital projects.



California State University, Northridge Student Recreation Center

NORTHRIDGE, CALIFORNIA

This LEED Gold-certified Student Recreation Center at California State University, Northridge, is a three story 123,000-square-foot facility funded entirely by student fees. The facility includes a three-court gymnasium, a multi-activity court, a 46-foot-high rock-climbing wall, running track, racquetball courts, weight and fitness areas, and several multi-purpose studios for aerobics, martial arts and dance. Additionally, the project includes a recreational aquatics area and a 130,000-square-foot illuminated synthetic turf field for outdoor recreational activities. The project's mission was to

create a student recreational facility where students can see and be seen in a place where they can work out, hang out and relax in a sustainable environment. The facility was envisioned to become the hub of student life and was strategically located to promote pedestrian use with direct access to existing and future student housing. In addition, the facility is located adjacent to one of the main transit stops used by commuting students.



PROJECT DATA

CLIENT

California State University, Northridge

CLIENT REFERENCE

Debra L. Hammond, Executive Director
debra.hammond@csun.edu
818.677.2390

SERVICES

Architecture, Engineering, Interior
Design, Landscape Architecture

SIZE

122,621 square feet

START DATE

09/2007

COMPLETION DATE

04/2011

DESIGN TEAM

Glenn Carels, Franco Brown, Rich
Bienvenu, Winston Bao, Darcie
Gumbayan, Arash Izadi



Brentwood Community Center

BRENTWOOD, CALIFORNIA

The Brentwood Community Center is a 32,000-square-foot, two-story building that opens out onto the rejuvenated central city park. While providing a new complex that echoes the city's past, LPA used the 1920s Brentwood Hotel as the model for the architectural style to bridge the present with the past. The facility allows large and small gatherings in the main (divisible) room that is served by a large commercial

kitchen. Other amenities include rooms for dance, arts and crafts, counseling areas and office space. As an investment for the future, the Community Center achieved LEED NC Silver Certification.



PROJECT DATA

CLIENT

City of Brentwood

CLIENT REFERENCE

Gail Leech, Management Analyst
GLEech@ci.brentwood.ca.us
925.516.5118

SERVICES

Architecture, Interior Design,
Landscape Architecture

SIZE

32,000 square feet

START DATE

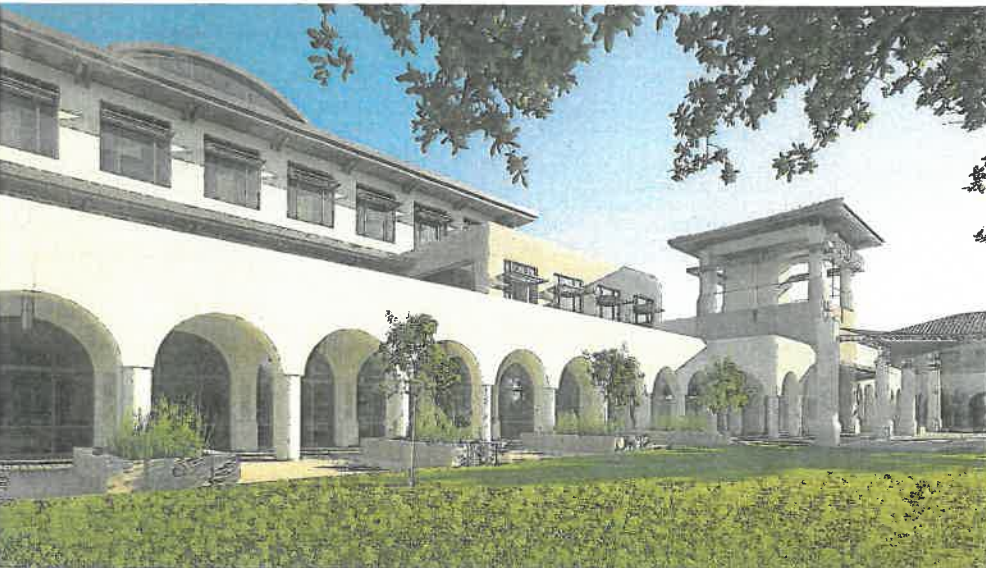
10/2009

COMPLETION DATE

05/2012

DESIGN TEAM

Jim Wirick, Rick D'Amato, Jeremy Hart,
Chris Lentz, Kevin Sullivan





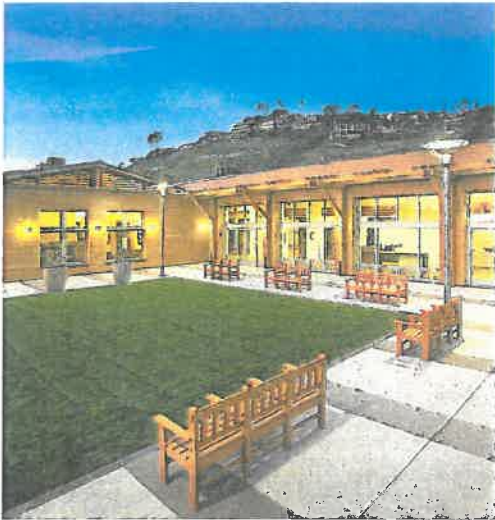
Laguna Beach Community and Senior Center

LAGUNA BEACH, CALIFORNIA

The design of the Laguna Beach Community and Susi-Q Senior Center fits its neighborhood, where a business district meets a residential area. Configured in an “E” shape, the main wing is anchored into the steep topography at the back of the site, creating a backdrop for three smaller wings that project toward the street and shape an outdoor plaza.

The design was the result of a lengthy public input process, involving a wide variety of stakeholders and engaged neighborhood advocates. The project includes a

13,000-square-foot senior center and 8,000-square-foot community center over subterranean parking. To address the pedestrian-oriented frontage on Third Street, LPA designed three cottage-size structures that each open onto an outdoor space. These rooms include a quiet gathering area for seniors, a breakout space from the city conference room and a terrace extension for the art studio; all three areas combine into one large space for community gatherings.



PROJECT DATA

CLIENT

City of Laguna Beach

CLIENT REFERENCE

John Pietig, City Manager
jpietig@lagunabeachcity.net
949.497.0704

SERVICES

Architecture, Interior Design,
Landscape Architecture,
Master Planning

SIZE

20,459 square feet

START DATE

01/2005

COMPLETION DATE

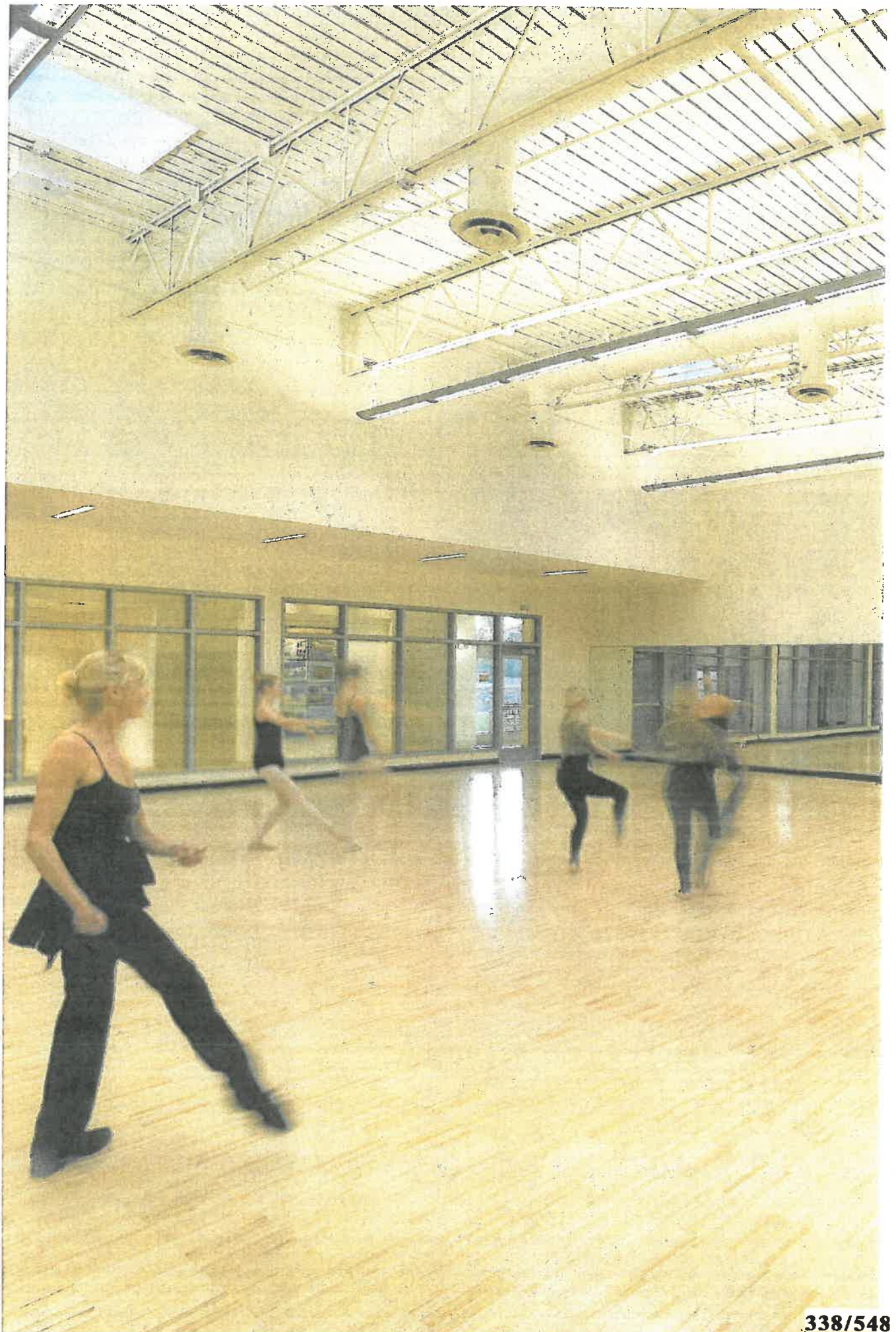
04/2009

DESIGN TEAM

Jim Wirick, Charlie Williams, Wendy
Rogers, Chris Lentz, Kim Izadi



SECTION 4
PROJECT STAFFING
AND ORGANIZATION



TEAM STRUCTURE

PROJECT TEAM LEADERSHIP

Jim Wirick, Principal-in-Charge, will guide the team and maintain senior level managerial communications with the team throughout the project's engagements. Arash Izadi, as the Director of Sport + Recreation, will be actively involved on a day-to-day basis with the project manager to ensure project schedules are being met, budgets tracked and adequate resources have been assigned to the team in order to maintain the quality goals of LPA's contract documents. Jeremy Hart, as our Project Manager, will be responsible for providing project leadership to our overall team and facilitating regular communications with District and the City.

WORKLOAD AND AVAILABILITY

LPA's firmwide staff of over 430 integrated design specialists provides a deep bench of professional capacity. Our firm is organized into multiple, flexible teams, each led by a principal and a project manager from project inception to post-occupancy to provide clients with the assurance that all projects, large or small, receive the attention and expertise they deserve. LPA developed this organization to offer our clients the concept of "Large Firm Resources - Small Firm Service." Based on our current workload projections, we have the capacity to fully support service engagement with District and the City.

INTEGRATED DESIGN SERVICE

The foundation of LPA's reputation as a talented professional design firm is service. Our success is based on our ability to meet the needs of the client in terms of timeline and budget. We pride ourselves on our capacity to listen to the client's wishes and communicate on every step of the design process. We develop our client's vision into a design that complements the building's surrounding environment and program functions.

PVRPD and City of Camarillo

PROJECT LEADERSHIP

Jim Wirick
AIA / LEED AP BD+C
Principal-in-Charge

Arash Izadi
RLAA / ASLA / LEED AP BD+C
Principal, Director of
Sport + Recreation

INTEGRATED DESIGN TEAM

Jeremy Hart
AIA / LEED AP BD+C
Project Manager
(SINGLE POINT OF CONTACT)

Jeff Schaub
AIA
Senior Designer

John Courtney
RLA / ASLA / QSP / QSD / LEED AP
Community Liaison

Chris Lentz
CID / LEED AP ID+C
Interior Designer

Erik Ring
PE / LEED FELLOW
Mechanical Engineer

Rich Bienvenu
PLA / ASLA / LEED AP BD+C
Landscape Architect

Steve Bakin
PE
Electrical Engineer

Bryan Seamer
PE / SE / LEED GA
Structural Engineer

Katherine Shinkai
PE / M.ASCE
Civil Engineer

CONSULTANTS

**HL Construction
Management**
Cost Estimator

Guida Surveying
Surveyor



PRINCIPAL-IN-CHARGE

Jim Wirick

AIA / LEED AP BD+C

With more than 30 years of experience, credibility and expertise in civic projects, Jim uses his programming, planning and leadership skills to advance innovative concepts that support client goals. Jim's experience has included projects such as city halls, libraries, police and fire stations, recreation facilities and religious facilities. On the District Senior and Community Recreation Facility project, Jim will oversee and coordinate the overall management of the District and the City and LPA's internal project design team. He will be available to coordinate contracts and key sensitive issues as well as attend community charrette workshops and public design presentations.

RELEVANT EXPERIENCE

Brentwood City Hall, Council Chambers, Community Center and Library
Laguna Beach Community and Susi-Q Senior Center
Rancho Santa Margarita City Hall and Regional Community Center
West Hollywood Park Aquatic and Recreation Center
Merage Jewish Community Center of Orange County

EDUCATION

Master of Science, Architecture, Cal Poly, San Luis Obispo
Bachelor of Science, Architecture, Cal Poly, San Luis Obispo

LICENSE #

C15598, CA

CAREER SUMMARY

1978: Started in industry

1981: Started at LPA



PRINCIPAL, DIRECTOR OF SPORT + RECREATION

Arash Izadi

PLA / ASLA / LEED AP BD+C

Arash has committed his career to the development of sport and recreation facilities. His passion for innovative design allows him to lead clients, students, and athletes through the planning and design process of creating sustainable and award-winning facilities, while his technical expertise has gained him recognition as an industry leader. Arash's role on the District Senior and Community Recreation Facility project will be to bring sport and recreation specific experience and team leadership to the programming, consensus building, cost analysis, prioritization and design of the project.

RELEVANT EXPERIENCE

El Segundo Park Master Plan and Community Center
CSU Northridge, Student Recreation Center,
Cordova Parks & Recreation Aquatic Complex
O.C. Jewish Community Center
Reed & Grant Sports Park & Community Center
Adams Indoor Sports Complex
West Hollywood Park Aquatic and Recreation Center

EDUCATION

Bachelor of Science, Landscape Architecture, Cal Poly Pomona

LICENSE #

4171, CA

CAREER SUMMARY

1989: Started in industry

1995: Started at LPA



PROJECT MANAGER, SINGLE-POINT-OF-CONTACT

Jeremy Hart
AIA / LEED AP BD+C

With more than 20 years of experience, Jeremy's expertise has contributed to several award-winning and sustainably designed projects. Jeremy works collaboratively with an integrated design team to develop comprehensive solutions using a research-based approach. On the District Senior and Community Recreation Facility project, Jeremy's responsibilities are to guide the discovery process; set a clear vision for the project and the project team; blend together all aspects of the pragmatic and poetic portions of a site, a building layout, engineering systems and the overall aesthetic direction of the project. While every project is unique, Jeremy's approach to design is an approach of discovery.

RELEVANT EXPERIENCE

- Laguna Beach Community and Senior Center
- Laguna Niguel Crown Valley Community Center
- Adams Park Indoor Sports Complex
- Brentwood Community Center
- Cesar Chavez Community Center, Long Beach
- West Hollywood Park Aquatic and Recreation Center

EDUCATION

Bachelor of Architecture, Cal Poly, Pomona

LICENSE #

29148, CA

CAREER SUMMARY

1998: Started in industry
1998: Started at LPA



SENIOR DESIGNER

Jeff Schaub
AIA

Jeff has designed more than three million square feet of athletic space within the sport and recreation industry. As an experienced architect, Jeff leads all project phases from visioning and programming through construction administration and occupancy. His graphic visualization allows for comprehensive communication throughout the design process, where he is recognized for his design talent and graphic communication skills.

With a natural ability of assisting clients with understanding the magnitude informed decisions have on a project, Jeff will work closely with the District Senior and Community Recreation Facility project user groups and planning committees to build consensus and execute a facility beyond expectation.

EDUCATION

Bachelor of Architecture, University of Oregon

LICENSE #

03376, IA

CAREER SUMMARY

1988: Started in industry
2018: Started at LPA

RELEVANT EXPERIENCE

- Mira Costa College, Oceanside, Athletic Fields
- Cordova Community Pool Replacement
- Mount Saint Mary's Student Wellness Center
- University of Oregon Student Recreation Center*
- Southern Methodist University Student Recreation Center
- *Previous work experience



COMMUNITY LIAISON

John Courtney

RLA / ASLA / QSP / QSD / LEED AP

As a landscape architect with more than 25 years of experience in large-scale sport and recreation projects, John supports all phases of the design process from planning through construction administration. His thoughtfulness and attention to detail are fundamental to his efficacy with user groups, design charrettes, and client meetings.

On the District Senior and Community Recreation Facility project, John will provide direction of the landscape design elements while coordinating architecture and civil engineering conditions. He will work closely with the project team to ensure successful project delivery through proper staffing, scheduling, budgeting and collaboration.

EDUCATION

Bachelor of Landscape Architecture, Louisiana State University

LICENSE #

4476, CA | 511, NV
404, AL

CAREER SUMMARY

1990: Started in industry
2018: Started at LPA

RELEVANT EXPERIENCE

- Manteca Gym/Community Center
- Fair Oaks RPD Recreation Center MP*
- Cameron CSD Community Center MP*
- El Dorado Hills CSD Community Center MP*
- Boulder Creek RPD Recreation Center MP*
- Patterson Senior Center*
- Susanville Recreation Center MP*

*Previous work experience



ASSOCIATE, INTERIOR DESIGNER

Chris Lentz

CID / LEED AP ID+C

With more than 30 years at LPA, Chris Lentz influences the interior design solutions of many civic and corporate projects. She considers it a priority to think beyond the initial project build and consider how an environment will adapt to future influences. On the District Senior and Community Recreation Facility project, Chris will be responsible for the programming, strategic planning, furniture management specifications, construction documentation and construction administration. She will be involved during all project phases. Chris will lead, plan, organize and control the activities of the project team to best accomplish the successful completion of the project.

EDUCATION

Bachelor of Fine Arts, Interior Design, Brigham Young University, Utah

LICENSE #

6254, CA
12339, CA

CAREER SUMMARY

1987: Started in industry
1987: Started at LPA

RELEVANT EXPERIENCE

- Brea Community Center
- Anaheim Downtown Community Center
- Brentwood City Hall and Council Chambers
- Brentwood Community
- Chino Hills Government Center
- Complete Insurance
- County of Orange Civic Center Facilities
- Strategic Plan ty Center
- Brentwood Library



**ASSOCIATE, DIRECTOR OF
LANDSCAPE ARCHITECTURE**

Rich Bienvenu

PLA / ASLA / LEED AP BD+C

Rich has more than 25 years of experience in numerous projects throughout the United States and abroad. Since joining LPA in 1998, his primary responsibility has been landscape design leadership for higher education projects. Rich is passionate about working collaboratively with the LPA's multidisciplinary team and the District and the City, to design and specify outdoor educational spaces that are attractive, functional and easy to maintain.

EDUCATION

Bachelor of
Science, Landscape
Architecture, Syracuse
University

LICENSE #

5046, CA

CAREER SUMMARY

1990: Started in
industry
1998: Started at LPA

RELEVANT EXPERIENCE

CSU East Bay, Student Recreation and Wellness Center
Edwards Lifesciences Campus Landscape
CSU Northridge, Student Recreation and Wellness Center



**ASSOCIATE PRINCIPAL, DIRECTOR
STRUCTURAL ENGINEERING**

Bryan Seamer

PE / SE / LEED Green Associate

Bryan has more than 20 years of experience in the structural engineering of new construction, renovations and seismic rehabilitation of existing buildings. On the District Senior and Community Recreation Facility project, Bryan will be responsible for managing the team ensuring that schedules are maintained and proposed designs are cost-effective and constructible. He is passionate about using both proven and emerging technologies and innovative design strategies to create safer and more resilient buildings.

EDUCATION

Master of Science,
Structural Engineering,
California State
University, Long Beach

LICENSE #

63135, CA
Civil / 4899,
CA Structural

CAREER SUMMARY

1999: Started in
industry
2013: Started at LPA

RELEVANT EXPERIENCE

Elk Grove Multi-sport Complex
West Hollywood Park Aquatic and Recreation Center
Cal Poly State University, Pomona, Student Recreation
Center
CSU Northridge, Student Recreation Center
Placer Valley Sports Complex (PVSC)



**PRINCIPAL,
DIRECTOR OF ENGINEERING**

Erik Ring

PE / LEED FELLOW

Erik provides technical leadership for integrating cost-effective and high-performance mechanical, plumbing and energy systems. Erik's focus is on integrating sustainable design strategies within projects. He will be responsible for the mechanical and plumbing team. Erik specializes in designing high-performance HVAC systems and energy-efficient buildings. Erik will apply proven technologies and sound engineering to optimize system performance.

EDUCATION

Master of Science,
Architecture,
UC Berkeley

LICENSE #

31731, CA

CAREER SUMMARY

1996: Started in
industry
2007: Started at
LPA

RELEVANT EXPERIENCE

Elk Grove Park and Aquatics Complex
Placer Valley Sport Complex
West Hollywood Park Aquatic and Recreation Center
Cal Poly Pomona, Student Recreation Center
CSU Northridge, Student Recreation and Wellness Center
CSU East Bay, Student Recreation Center



ELECTRICAL ENGINEER

Steve Bakin

PE

Steve is an expert in electrical system building design. With more than 20 years of experience, he innovates new uses for renewable energy, fuel cells and micro-grids. His knowledge of the various facets of building design ensures the integration of systems in relation to cost, energy, functionality and style. Steve will manage electrical design and project staff, maintaining high design standards, administration, planning and quality reviews.

EDUCATION

Master of Engineering (Architectural), Pennsylvania State University

LICENSE #

E-17415, CA

CAREER SUMMARY

1998: Started in industry
2018: Started at LPA

RELEVANT EXPERIENCE

Jordan High School Stadium*
Mira Loma High School Stadium*
UCLA Pauley Pavilion Improvements*
Rio Americano Stadium*
USC Coliseum Improvements*
*Previous work experience



ASSOCIATE, MANAGING DIRECTOR OF CIVIL ENGINEERING

Kathereen Shinkai

PE / M.ASCE

As a civil engineer, Kathereen has extensive experience with local agencies, and has strong working relationships developed with agency staff which enables more timely and efficient plan review and permit processing. Kathereen will help District and the City meet objectives, resolve site challenges, respond to field conditions, and complete the design and construction in a manner that is efficient, ethical and profitable.

EDUCATION

Bachelor of Science, Civil Engineering, University of California, Irvine

LICENSE #

68369, CA

CAREER SUMMARY

1998: Started in industry
2009: Started at LPA

RELEVANT EXPERIENCE

West Hollywood Park Aquatic and Recreation Center
Diamond Bar City Hall
Garden Grove Public Safety Facility
High Desert Government Center
Holy Trinity Church
Laguna Niguel City Hall

CONTACT INFORMATION

678 North Lemon Hill Trail
 Orange, CA 92869
 www.hlconstructionmanagement.com

PROPOSED TEAM MEMBER

Ryan Craven
 Executive Vice President
 949.584.5667
 RCraven@HLConstructionManagement.com

HL CONSTRUCTION MANAGEMENT - COST ESTIMATING

HL Construction Management has provided preconstruction services for both private and public sector projects for commercial, higher education, K-12, government, theme park and infrastructure ranging from the earliest stages of development through the final construction phase. Our focus on listening has allowed us to help our clients reach the highest level of success.

Our Mission is to help our clients maximize their success by providing expertise in cost management, scheduling, change order negotiation, life cycle analysis and sustainable design.

We do our due diligence for every client to offer a customized experience designed to achieve their goals. We have successfully fulfilled this mission since our company was founded in 2008.



Ryan Craven
CPE / EXECUTIVE VICE PRESIDENT

As Executive Vice President of HL Construction Management, Ryan is responsible for project management, contracts, field operations, and compliance for all company projects. Ryan is an expert in construction cost estimating, including master-planning, conceptual, schematic design development and construction document phases. He is also a skilled mediator, participating in change order preparation, validation and negotiation. Ryan has reconciliation experience with general contractors and subcontractors, and communicates well with all design team members, promoting open door dialogue and effective project solutions.

RELEVANT EXPERIENCE

- Cordova Parks & Recreation Aquatic Complex
- 6th and Lacy Park
- Art Center Seismic Upgrades Project
- City of Cypress Police Department Building
- City of Cypress, 9-acre Park
- Multi-use Sports fields, walking paths, parking facilities
- City of Lake Forest Civic Center
- City of Lake Forest Sports Park

EDUCATION

Bachelor of Science, Construction Engineering
 National University, Costa Mesa, CA

CAREER SUMMARY

- 2006: Started in industry
- 2016: Started at HL Construction Management

CONTACT INFORMATION

4695 Chabot, Suite 115
Pleasanton, California 94588
925.558.2756
www.guidasurveying.com

PROPOSED TEAM MEMBER

Ralph W. Guida, IV, PLS
President

GUIDA SURVEYING, INC. - SURVEYOR

Guida Surveying, Inc. (Guida), a California "S" Corporation that was incorporated July 1, 1995, has been providing Professional Land Surveying Services to private and public clients for 27 years. Founded in 1988, they have offices in Irvine (Corporate Headquarters), Los Angeles, Northern California (Pleasanton), San Diego County (Escondido), and Fresno, California, allowing us to provide surveying services throughout the State.

Guida has 60 employees, including 12 Professional Land Surveyors and five Land Surveyors-in-Training. We are capable of running 20 survey crews with office support staff. Guida is a signatory to a collective bargaining agreement with the International Union of Operating Engineers, Locals 12 and 3.



Ralph W. Guida, IV

PLS

PRESIDENT

Ralph will be responsible for the surveying and the surveying team. Ralph brings 27 years of surveying experience along with remarkable business, operations and managerial skills to the team. He has steered Guida into a dynamic, client-oriented organization. Ralph typically serves as Principal Land Surveyor on projects associated with monument preservation, control surveys, topographic and design surveys, construction staking, land surveyor certification letters, As-Built Surveys, Boundary Surveys, ALTA Surveys, Record of Surveys, right of way engineering, dedications and vacations, research, legal descriptions, parcel maps, tract maps, lot-line adjustments and other land surveyor sealed documents.

RELEVANT EXPERIENCE

Long Beach Aquatic Center, Aerial Topography, Utility Survey, Record Boundary
Placer Valley Sports Complex, Aerial Topography and Design Survey
Soccer Stadium, Aerial Topography and Design Survey
North Long Beach Library Topographic and Design Survey, Long Beach

EDUCATION

Surveying/Mapping, Santa Ana College and Santiago Canyon College

LICENSE #
7076, CA

CAREER SUMMARY

1985: Started in industry
1988: Started at Guida



REFERENCES

CITY OF BREA

Chris Emeterio, Community Services Director
714.990.7738
chrise@ci.brea.ca.us

CITY OF LAGUNA NIGUEL

Laurie Davis, Council Member
949.362.4300
ldavies@cityoflagunaniguel.org

CITY OF LAGUNA BEACH

John Pietig, City Manager
949.497.0704
jpietig@lagunabeachcity.net

CITY OF WEST HOLLYWOOD

Oscar Delgado, Director of Public Works
323.848.6374
odelgado@weho.org

CITY OF BRENTWOOD

Gail Leech, Management Analyst
925.516.5118
GLEech@ci.brentwood.ca.us



SECTION 5
PROJECT UNDERSTANDING
AND APPROACH





PROJECT UNDERSTANDING AND APPROACH

A new project allows us to reconsider “how we have always done it,” and refine our approach, learning from each previous experience. This can be simple day-to-day things or more sweeping in nature. At LPA, we rely upon our 53-year experience and the more than \$1 billion of built work for counties, cities, and districts across the state of California.

Projects that serve a community need to be reflective of the priorities and values of the community that they serve. To that end, we believe in a client inclusive and stakeholder driven approach to design. Only by listening to the community, the stakeholders, the District and City Staff and elected officials, will we be able to arrive at a design solution that is embraced by all. Our job at LPA is to help the Pleasant Valley Recreation and Park District find their collective vision for the Senior and Community Recreation Facility together.

The first thing our team will do is to work with the District to develop a comprehensive schedule for the scope of work. This will be our roadmap as the project moves forward. Before any actual design begins, we will visit the site and research the existing conditions of the site, and review the functional and operational conditions of the existing community center to discover what is sacred and what is ready for change. Our engineering team will obtain survey information for preparation and understanding of boundary maps, topography, utility locations and easements.

Throughout this process our team will meet with District and City staff to receive feedback and acceptance of each stage of the process before we move on to the next. Once all of the information has been collected, we will begin the community outreach process. We will have workshops with the Liaison Committee and establish a vision for the project.

After establishing a vision for the project, concept design will begin. We will prepare four concept design options for the District and the City to evaluate. These options will include preliminary site plans, parking layouts, building floor plans and renderings. Each option will be accompanied by a preliminary cost estimate.

The four concept design options will be presented to the elected officials, as well as District and City staff for evaluation. Once the District Board has selected a preferred plan, our team will then begin the schematic design process. At the completion of the schematic design phase, our third party cost estimating consultant will develop a schematic level cost estimate to confirm that the project is still on track.

INTERFACING WITH THE COMMUNITY AND PUBLIC OFFICIALS

When engaging with the community and public officials, there is not a ‘one size fits all’ approach. Working with the District, we will strategize the ‘right’ approach. In doing so, LPA may seek to employ many of the proven strategies utilized in the past to execute a successful Senior and Community Recreation Center. These strategies include site awareness tours, info-fairs, town hall meetings, stakeholder meetings, online surveys, design charrettes, and other key processes. The best solution cannot be attained without the direct guidance and collaboration of community District staff and users. We will work with you to craft the ideal engagement specific for your community!

The District has invested a great deal in creating the program outline included in the RFP. LPA will utilize its industry expertise and the analytical Demand Based Programming recommendations of GreenPlay to fully vet and validate the best solution. Striving for efficiencies and shared-use opportunities within the building will assist in attaining an optimal cost recovery threshold and a sustainable budget. Moreover, LPA will inform the process with current industry trends coupled with experience in the design of both active and passive recreation and community centers, senior centers, and collegiate recreation and athletics.

KEY COMPONENTS

The key component to making this project a success is community consensus. Recreation facilities need the support of the public to be successful. This can be challenging in an inter-generational facility. Many times, the disparate user groups have different ideas about the direction of the programming, design, and specifically, how the project budget is spent. Program elements will need to be designed to be flexible without compromising functionality.

Our community engagement process at LPA is ideally suited for these types of projects. We are experts at building consensus amongst user groups, and creating workshops that help different users see the project multiple points of view to create empathy and understanding.

This project will be a success when it becomes the social hub of the community.

BLENDING THE NEW BUILDING AND THE OLD

The design of a civic project needs to be representative of the people who use the facility. The new facility needs to be able to withstand the test of time, and be a part of the larger community. It should not stand alone or be apart from the rest of the District's facilities. LPA will unify the designs, creating commonalities and relationships between buildings giving it identity and "community," by weaving these new spaces and future expansion phases into the existing Pleasant Valley Community Center creating strong connections and synergies. Likewise, LPA will consider the architectural vernacular of the existing facilities so that a common character can be realized. As exemplified in our work, we seek to achieve "Place Specific Design," enhancing the strength and community of Camarillo. The execution of an appropriate and civic solution will key first on an extensive site analysis. Such an exercise will consider all the external influences that will mold and shape the building. LPA's design process is iterative and as building concepts are sought, it becomes critical to consider a number of different options realizing the best solution may not be the first solution.

SITE ANALYSIS

As a part of our initial research of the project site and existing conditions, LPA will begin working with the City and the District to understand the entitlement opportunities and constraints. This research will be done in advance of the development of Building Concepts to ensure that all proposed solutions are viable.

Further, our team will obtain all of the appropriate topographic and boundary survey information before development of building concepts. Our engineering team will assess the viability of the existing, on-site utility infrastructure to accommodate the expansion of the facility and we will assess concepts for stormwater compliance of the redeveloped site.

BUILDING CONCEPTS

Our team at LPA will develop four concept plan alternatives. Building upon the research and analysis of the site and the input provided by the Community, District Staff, and the Liaison Committee, these four concept alternatives will explore ways of developing a building design that functionally and programmatically complements the existing building. The design concepts will consider options on phasing the development, creating value today and opportunity for the future.

These alternatives will seek to fully assess land-use, efficiency and expansions considerations as it pertains to a two-story

alternative. In most cases, the stacking and massing will lend itself to such a solution creating spatial connectivity and views for a vital community hub. Expansion options will be weighted according to cost/value, functionality, architectural character and spatial connections, as well as the vernacular and aesthetics of the site and community.

SCHEMATIC DESIGN

With the District Board's selection of a preferred conceptual option, our team will then move into the next phase of the project. Our team of integrated designers and engineers will work through the development of schematic level plans and specifications for the design of the Senior and Community Recreation Facility. In the Schematic Design Phase, the conceptual space plans developed in the concept phase will be transformed into working drawings that depict the general scope, scale, and relationship of the project components. A preliminary code analysis will be prepared to ensure the project approach meets all the requirements of the Building Code. Structural and mechanical systems will be considered, and various options of systems will be weighed against the program and budget constraints. The site plan will also develop into a more detailed concept plan with consideration given to outdoor program spaces, water quality, utility locations, landscape and planting choices.

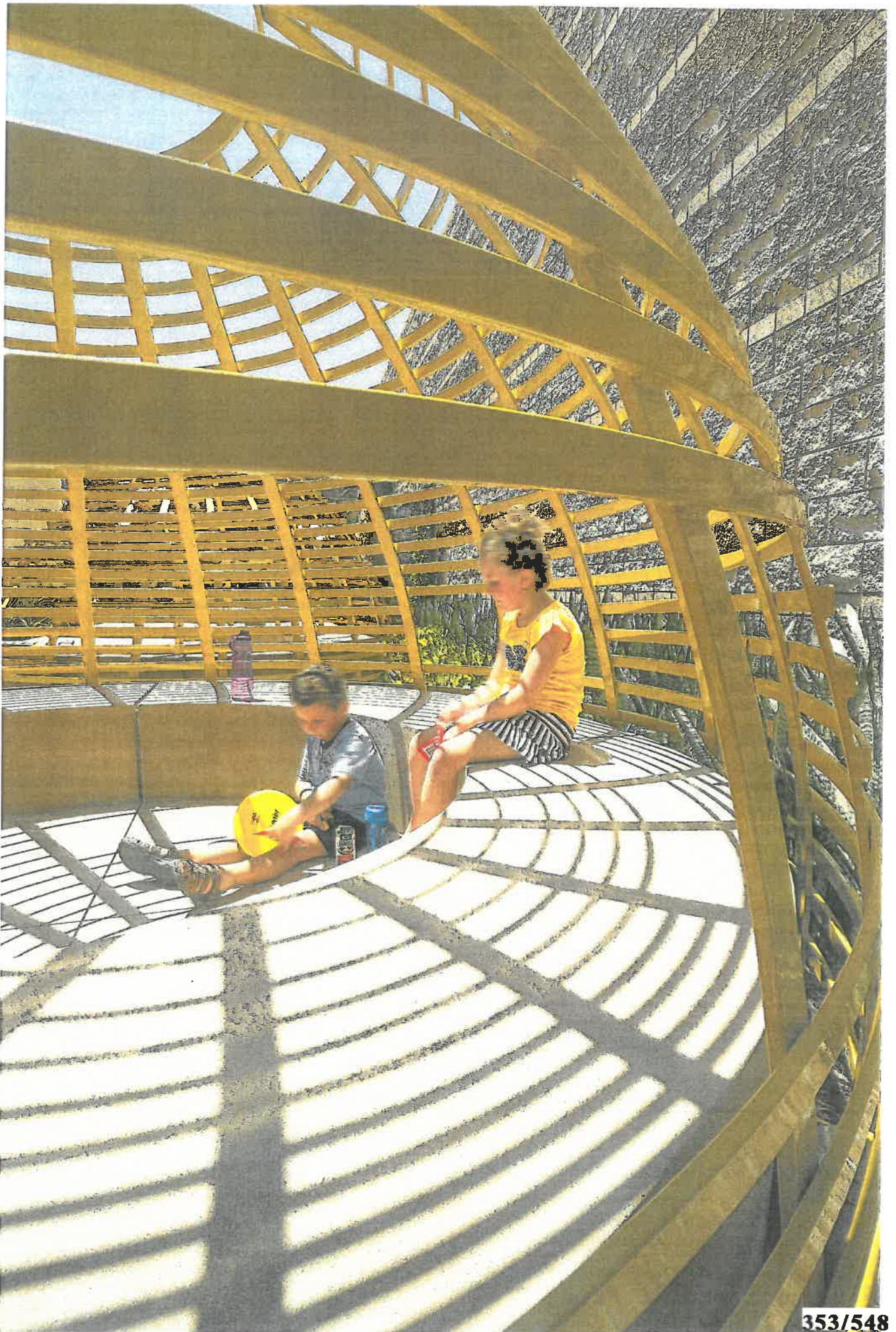
COST ESTIMATING

Our team will develop a conceptual cost estimate, suitable for decision making at the conceptual level. The costs will be based on unit and major component cost factors, and on high-level design information and assumptions. Our team has current experience with the delivery of several facilities with similar services and will reflect local construction conditions and the local bid market. The conceptual statement of probable cost will be presented in such a manner so that, once approval to proceed is given and design is taken further, the estimate can be refined.

The cost model will include "total project costs" to the degree possible. Site costs will be prepared based on information requested of, and provided by, the District. We will include allowances for pre-development, building construction, demolition, architectural and engineering, program and construction management costs, other fees and permits, consulting costs, insurance, entitlement (if applicable), FF&E allowance, landscaping, relocation and staging allowances (if applicable), reasonable contingencies, and other appropriate components of total project costs, based on input from the District. Costs will be based on site condition information as available.



SECTION 6
FINANCIAL AND OTHER INFORMATION





LITIGATION

In more than 53 years of business, LPA has not been involved in any litigation or arbitration resulting in a judgment or any other evidence of liability that has been the result of alleged negligent design by the firm. We have been informed by our Professional Liability Insurance Agent that LPA is in the lowest five percent of professional architectural and engineering firms with regard to incidence of litigation. LPA takes great pride in this record and feel it reflects our professionalism and ability to resolve inevitable project challenges as they occur, rather than allowing problems to become larger issues.

This record of success is due to the professional manner in which we produce bid documents and manage our projects. In addition, the collaborative process that LPA utilizes to program and design a project helps our clients build a facility that is appropriately functional and representative of their needs.

CITY OF RANCHO SANTA MARGARITA

Explanation - City of Rancho Santa Margarita filed suit against Construction Manager, contractor and LPA for damages from alleged design and construction defects. The project, a City Hall and Community Center building, experienced leaks from excessive rain storms nine years after completion of construction.

The design team along with the city experts evaluated the situation and determined the most efficient manner to correct what was determined to be construction defects in the plastering of the project. A settlement reached with all parties contributed to the corrective work.

Date of Notice - September 2013

Status - The suit was dismissed March 2014.

CAL STATE UNIVERSITY, NORTHRIDGE

Explanation - Cal State University, Northridge Recreation Center, designed by LPA, was completed in December 2011. While participating in an intramural basketball competition, a student injured himself and filed a lawsuit against the University, LPA and the contractor for unspecified damages. Status - Resolved October 2013 through mediation without admission of liability.

CAL STATE UNIVERSITY, NORTHRIDGE

Explanation - Cal State University, Northridge Recreation Center, designed by LPA, was completed December 2011.

While participating in an intramural basketball competition, a student injured himself and filed a claim against the Associated Student Center for unspecified damages. The University cross filed against the contractor and LPA for indemnity in the matter.

Status - Resolved December 2015 through mediation without admission of liability.

SWEETWATER UNION HIGH SCHOOL DISTRICT

Explanation - Contractor was terminated for cause on school addition project and sued District. District, in turn, cross-complained for indemnity to LPA, project manager and others. District and contractor resolved the dispute through mediation, October 2016.

Date of Notice - August 2012

Status - Resolved November 2016 through mediation.

SANTA ANA UNIFIED SCHOOL DISTRICT - MADISON ES

Explanation - District was sued for damages by an individual who fell over a bench wall while exiting school with his son. The District defended the claim stating that the plaintiff was unable to see the bench wall due to his eyesight being compromised and not paying attention to where he was walking. LPA has been added as a defendant by plaintiff.

Date of Notice - February 1, 2016

Status - All parties resolved by mutual agreement February 25, 2016.

STAPLETON (COX) V. KASHIWA CAPITAL GROUP, LLC

Explanation - LPA has been named as a defendant in the lawsuit claiming damages by an individual (sub-constructor's employee) for injuries he suffered while working on the project. The claim is unfounded against LPA as the portion of the project was not within the scope of LPA's contract. Additionally, project safety is the sole responsibility of the contractor and owner and is not a responsibility of the designer.

LPA is vigorously defending against the claim and filing for summary judgment to remove LPA from the litigation.

Date of Notice - May 2017

Status - Ongoing

SCOPE OF WORK

DATE: January 15, 2019

CLIENT: Pleasant Valley Recreation & Park District

CONTACT: Mary Otten
1605 E Burnley Street
Camarillo, Ca, 93010

PROJECT: Senior and Community Recreation Facility
- Design and Architectural Services

LOCATION: 1605 E. Burnley Street, Camarillo, CA

ARCHITECT: LPA, Inc. "LPA"

CONTACT: Arash Izadi, ASLA, LEED AP
Director of Sport + Recreation
5161 California Ave. Suite 100
Irvine, Ca. 92617
aizadi@lpadesignstudios.com
949.701.4059

PROPOSAL FOR SERVICES

The following will clarify the Scope of Services to describe the work and documentation of the project and associated fees.

We understand The Pleasant Valley Recreation and Park District (District) in conjunction with the City of Camarillo (City) is requesting assistance in the visioning and preparation of design concepts and cost estimation for a Senior and Community Recreation Facility. Improvements may include up to 31,272 square feet of active and passive recreation, based on "Plan 2" as noted in the RFP to include:

- Activity Space
- Lounge
- Game Room(s)
- Activity Rooms(s)
- Multi-Purpose Fitness Rooms(s)
- Multi-Sport Gymnasium

Additional improvements may include landscape, parking, lighting and associated site work.

The following priorities were identified:

- Active Recreation
- Passive Recreation
- Lifelong Learning
- Cultural arts
- Health and Wellness Activities

The District is requesting a scope of work to include:

- Site review and research.
- Topographical and boundary surveys.
- Community meetings
- Staff and Liaison Committee visioning workshop
- Preparation of four concept plans



SCOPE OF WORK (BASIC SERVICES)

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration services including:
 - .01 Initial consultation in development of the Project.
 - .02 Preparation of compensation estimates and professional services agreement(s).
 - .03 Project-related research.
 - .04 Conferences.
 - .05 Communications.
 - .06 Travel time.
 - .07 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking services consisting of:
 - .08 Coordination between LPA's work and the work of other involved disciplines for the Project.
 - .09 Review and checking of documents prepared for the Project.
- 0.03 Agency Consulting/Review/Approval services including:
 - .01 Agency consultations.
 - .02 Preparation of written and graphic explanatory materials.
- 0.04 District-Supplied Data Coordination services including:
 - 0.01 Review and coordination of data furnished for the Project as a responsibility of the District.
 - 0.02 Assistance to the District in reviewing existing title information and contracting for surveys, surface site data and subsurface site data (if required).

1 - PREDESIGN SERVICES

In the Predesign Phase, LPA, INC. shall provide those services necessary for LPA to assist the District in establishing a final program, financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff / "Plan the Plan" Meeting services required to establish the following detailed requirements for the Project.
 - .01 Initial meeting to review project process, schedule, goals, sustainability, budget and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.
- 1.02 Programming Confirmation services required to establish the program requirements for the Project based on "Plan 2" identified in the RFP and associated program.
 - .01 Obtain and review existing program information from the District.
 - .02 Meet with Liaison Committee to confirm program requirements and obtain direction on proposed program.
 - .03 Design objectives, limitations and criteria.
 - .04 Space requirements.
 - .05 Space relationships.
 - .06 Number and functional responsibilities of personnel.
 - .07 Flexibility and expandability.
 - .08 Site requirements.
- 1.03 Site Analysis: Conduct preliminary review of the existing site and record:
 - .01 Circulation - Vehicular and pedestrian connections relative to the existing master plan.
 - .02 Existing trees to be protected in place.
 - .03 Adjacent land uses, their relationships and edge conditions.
 - .04 Natural elements: sun, wind, soils, etc.
 - .05 Topography and surface drainage.
 - .06 Opportunities and constraints.
- 1.04 Space Planning Conceptual Diagram services consisting of diagrammatic studies and pertinent descriptive text for:
 - .01 Internal functions.

- .02 Human, vehicular and material flow patterns.
- .03 General space allocations.
- .04 Adjacency.
- .05 Flexibility and expandability.
- 1.05 Existing Facilities Surveys services consisting of researching, assembling, review of existing facilities including:
 - .01 Photography.
 - .02 Review of existing design data.
 - .03 Review of existing utility information provided by the District.
 - .04 Review of existing drawings provided by the District.
- 1.06 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following District’s representatives:
 - .01 One (1) – Kickoff Meeting / “Plan the Plan”
- 1.07 Summary of Deliverables:
 - .01 Program.
 - .02 Schedule.
 - .03 Meeting Minutes

2 – CONCEPTUAL (SCHEMATIC) DESIGN SERVICES

In the Conceptual (Schematic) Design Phase, LPA, Inc. shall provide those services designated necessary to prepare up to four (4) Concept Plans consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the District, based on program requirements provided by the District and established in the Community Workshop process, and reviewed and agreed upon by LPA. The following descriptions shall apply to those services.

- 2.01 Liaison Committee Workshop services as part of a “Visioning” process to establish goals and opportunities for the project.
- 2.02 Architectural Design/ Documentation services responding to program requirements and consisting of preparation of preliminary conceptual documents.
 - .01 Up to four (4) Conceptual site and floor plans.
- 2.03 Elected Official Workshop services consisting of a meeting to review to discuss District and city goals, confirm developed program, preliminary review of conceptual plans in preparation for the development of renderings and Board Presentation.

- 2.04 Renderings services relating to providing graphic pictorial representations up to four (4) concept plans for the proposed Project and consisting of:
 - .01 Two-Dimensional Color Site Plan.
 - .02 Two-Dimensional Color Building Floor Plan.
- 2.05 Board Presentation services consisting of the presentation of the final program, four (4) concept plans and related information for the purpose of selecting a preferred plan.
- 2.06 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation and contracting.
- 2.07 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following District’s representatives:
 - .01 One (1) – Liaison Committee Workshop.
 - .02 Two (2) – Staff Coordination Meetings.
 - .03 One (1) – Elected Official Workshop.
 - .04 One (1) – Board Presentation.
- 2.08 Summary of Deliverables consisting of:
 - .01 Four (4) – Conceptual Plans.
 - .02 Updated Project Schedule (if applicable).
 - .03 Four (4) – Two-Dimensional Site Plan Renderings.
 - .04 Meeting Minutes.

3 – COMMUNITY WORKSHOP SERVICES

3.01 Community Workshops
 A series of workshops will be planned and held in order to involve the stakeholders in the community and to seek a consensus regarding the program, design direction, and facilitate interaction with the community. This will build upon the previous outreach performed by the District. The following is a proposed outline of the workshop process:

- .01 Present to District a plan for community consensus building workshops tailored to the specific needs of the community and this project (included one (1) meeting).
- .02 User Group/Community Consensus Building Workshops.
 - Workshop #1 – 2 to 3 hours
 The first workshop would be proposed for a Saturday or weekday evening. In the initial meeting a summary of the workshop process will be presented, and the community will be provided an opportunity to express their specific thoughts and expectations for

the project. Additional discussion will revolve around what will make the project a success for the various stakeholders and community at large and a discussion around the information developed as part of the recently completed 2018 Facility Needs Assessment. This will form the beginnings of a common vision for the project.

After the initial introduction, the workshop attendees will be led through a visualization process that involves the presentation of different programmatic elements, fitness and recreation trends, and amenities. A prioritization process will be provided which will allow stakeholders to identify and share their priorities in relation to other programmatic elements identified. This will be a confirmation and refinement of the project program and the basis for the development of the four conceptual plans.

- **Following Workshop #1**
LPA will compile information obtained from the Workshop #1 and community responses into a manual which will become a reference document for use throughout the process and record of community involvement. Outlined will be the process and community developed priorities, as well as the final program which will be the basis of the conceptual plan development. The four conceptual plans will be developed as outlined in Task 2 of this Scope of Services. (included one (1) meeting).
- **Workshop #2 – 2 to 3 hours**
During the second workshop, LPA will present the information provided in Workshop #1 with additional detail, refinement and highlights of the major issues identified by the group culminating in a refined project program(s). Based on feedback provided by District staff and the Liaison Committee, the preliminary project concepts will be presented, and the community will be provided an opportunity to review and comment. Commonalities of the various designs will be identified and discussed by the group. At this point, with facilitation from LPA, the community will identify and recommend a consensus design direction to be shared with the Liaison Committee, Elected Officials and Board.
- **Following Workshop #2**
Following Workshop #2, the information presented and responded to will be compiled into a final

presentation to the various oversight groups and Board.

- 3.02 Summary of Meetings:
 - .01 Two (2) Workshop Meetings.
 - .02 Two (2) Staff Coordination “Skype” Meetings.
- 3.03 Summary of Deliverables:
 - .01 Agendas.
 - .02 Preliminary Program.
 - .03 Final Program.
 - .04 Workshop Activity Summaries.
 - .05 Concept Plans (developed as part of Task 2 – Conceptual (Schematic) Design Services)).

4 – TOPOGRAPHIC SURVEY

- 4.01 Survey/Base Map Preparation.
 - .01 Aerial topographical survey at 40 scale with one-foot contours.
 - .02 Supplement aerial survey with field survey to provide accurate design and ADA compliance.
 - .03 Plotting of the record boundary, easements, setbacks, and site constraints such as high-tension power lines and setbacks, based on owner-provided title report.
 - .04 Collect existing drawings from the District for all affected off-site improvements including streets, drainage, traffic signals, street lighting, etc. Provide drafting services to add additional information to Base Map.
 - .05 Provide a minimum of two (2) survey control points and two (2) temporary benchmarks.
- 4.02 Summary of Deliverables:
 - .01 One (1) - 40 Scale Topographic Survey

5 – COST ESTIMATE

- 5.01 Statement of Probable Construction Cost services consisting of development of a Rough Order of Magnitude (ROM) construction cost range for the Project for up to four (4) concept plans, current and historic area, volume, expected Project delivery process, and appropriate contingencies.

- 5.02 Summary of Deliverables:
 - .01 One (1) - ROM Conceptual Estimate (Four Concept Plans).

6 - FINAL RENDERINGS

Due to the varying level of renderings available, LPA would propose providing a series of representative options to the District for their review and consideration in preparation of their selection of a type desired rendering. Upon selection, LPA can provide the appropriate fee for District approval.

- 6.01 Rendering services relating to providing graphic pictorial representations, as required by the District of the proposed Project which may consist of one or more of the following:
 - .01 Three-Dimensional Sketch-Up Model.
 - .02 Color Three-Dimensional Perspective views.
 - .03 Motion Picture or Animated Rendering.

7 - STANDARD ASSUMPTIONS

- 7.01 The following are Scope of Services assumptions:
 - .01 SURVEY: A limited topographic survey is provided in the Basic Services based on an assumption of area and information required. Additional survey work may be required upon confirmation of the scope of work and required improvements and may be provided as an extra service.
 - .02 TITLE REPORT: District to provide a recent title report that shows the recorded property boundary along with easements and any other special provisions.
 - .03 CONSULTANTS: The work of the Architect, Landscape Architect and Surveyor are included as part of the Basic Services. All other disciplines and or consultants are excluded.
 - .04 REIMBURSABLES: All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the District These taxes and fees are separate and are not a part of LPA's reimbursable allowance.

- .05 Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.25. GEOTECHNICAL ENGINEERING: The District shall provide a geotechnical report from which all structural and percolation information shall be based.
- .06 RESPONSIBILITIES: LPA, Inc., will be responsible for the initial program confirmation and Conceptual Design Services of approximately 31,000 square feet of a new recreational building only, Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Services, all offsite improvements, renovation of existing facilities and any other improvements are excluded. Community Outreach and Workshops are limited to the services noted.
- .07 UTILITY COMPLIANCE: coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
- .08 ENVIRONMENTAL: Studies for area wide traffic impacts, acoustics, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, sensitive habitat and all other environmental and/or CEQA related services are not included in this proposal. It is anticipated that the District has the existing studies required.
- .09 DELIVERABLES: The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
- .10 CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and

only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.

.11 DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.

PROPOSED COMPENSATION

The following is the proposed preliminary fee based on an assumed Scope of Services as outlined in the RFP. Upon selection, LPA would propose to refine the Scope of Services and associated fee in conjunction with the District. We believe the final scope and fee should be a collaborative process where the project requirements can be fully discussed, and a detailed Scope of Services developed that best meets the needs of the District.

Tasks 0 – 5 (Basic Services):

• PreDesign and Conceptual Design	\$108,000
• Community Workshops	\$25,000
• Topographic Survey*	
• Aerial	\$7,200
• Supplemental Ground	\$20,544
• Plot Record Boundary	\$9,504
• Cost Estimate	\$10,200

Additional detail related to hours and individual scope items may be provided upon request.

Task 6: Renderings: Due to the unknown nature of the requirements for renderings services such as renderings, promotional material, 3D graphics, or other related material, no specific fee has been identified. Upon selection, LPA can provide examples of varying levels of renderings. Upon selection of the type of rendering and final quantities, LPA may require a fee.

Reimbursable expenses are in addition to compensation and typically run approximately 5% - 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel and overhead on consultant invoices.

Reimbursable Allowance	\$10,000
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***Topographic Survey:** As requested in the RFP, fees have been provided for a full Topographic Survey as well as plotting of the Record Boundary. Due to the possible variations in the extent of the required limits of the topo survey, we have provided a “menu” of services related to the survey scope. Upon clarification of the final requirements, we believe a reduced or deferred scope may be possible which may result in possible savings to the District. Upon selection, LPA would propose a detailed discussion related to the survey where a final scope may be developed in conjunction with the District and project requirements.

BASIC HOURLY RATE SCHEDULE

Principal	\$250.00
Director	\$225.00
Discipline Director	\$215.00
Project Director	\$195.00
Project Leader	\$175.00
Design Coordinator II	\$150.00
Manager	\$145.00
Design Coordinator I	\$125.00
Senior Specialist	\$120.00
Designer III	\$115.00
Specialist III	\$100.00
Designer II	\$100.00
Specialist II	\$90.00
Designer I	\$90.00
Specialist I	\$80.00
Intern	\$70.00

NOTE: These rates became effective July 1, 2018 and are subject to change without notice.

PROPOSED CONSULTANT / DISCIPLINES

Architecture:	LPA
Landscape Architecture:	LPA
Surveying:	Guida Surveying
Cost Estimating:	HL Construction



NON-COLLUSION DISCLOSURE

LPA does not have any personal, professional or financial relationships with any officer and/or employee of the District.



PROOF OF CURRENT STATE LICENSE

STATE OF CALIFORNIA
CCB
 DEPARTMENT OF CONSUMER AFFAIRS

CALIFORNIA ARCHITECTS BOARD
 2420 DEL PASO ROAD, SUITE 105
 SACRAMENTO, CA 95834
 916 574-7220

Renewal License

ARCHITECT

LICENSE NO. C 15598
 RECEIPT NO. 71470987

VALID UNTIL JUNE 30, 2019

JAMES THOMAS WIRICK
 5161 CALIFORNIA AVENUE STE 100
 IRVINE CA 92612

In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

3/17
 3/17

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WAEC 12/31/07



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Summary of Firm Methodologies and D

RFP Specifications	RNT
1. Technical Qualifications	<ul style="list-style-type: none"> • Established 1980 • 40 Design Professionals • Based in Ventura & San Diego
A. Deliverable	Meets Specifications
2. Previous & Current Project Experience	<ul style="list-style-type: none"> • (30) Recreation/Community Center • (9) New Facility into existing campus • (4) Senior Centers • City of Oceanside, El Corazon Sr. Center • City of Agoura Hills, Community Recreation & Event Center • City of Carlsbad, Pine Avenue Community Center & Park
A. Deliverable	Meets Specifications
3. Project Understanding & Approach	<ul style="list-style-type: none"> • Project work plan broken down into task • Addressed items 1-8 with detail
A. Deliverable	Meets Specifications
4. Community Engagement	<ul style="list-style-type: none"> • (3) Community Meetings • Community Design Charrette (2-Day) • (4) Board/Elected Meeting/Presentations • (3) Liaison Committee Meetings
A. Deliverable	Meets Specifications
5. Building Concepts	<ul style="list-style-type: none"> • 3D Computer Modeling & possible physical architectural models
A. Deliverable	Meets Specifications
Price Proposal (not including reimbursables)	\$145,353

Deliverables Relative to Design & Architectural Services

LPA	Gonzalez Goodale & Mainstreet
<ul style="list-style-type: none"> • Established in 1965 • 430 Design Professionals • In House Services: Architecture/Engineering/Interior Design/Landscape/Sustainable Design/Signage/Graphics Services/Cost/Budget Control • 6 Regional Offices (Irvine) 	<ul style="list-style-type: none"> • Established 1980 • 40 Design Professionals • Based in Pasadena
Meets Specifications	Meets Specifications
<ul style="list-style-type: none"> • Recreation Expertise (Top 10 sports design firm) • 250 Sports & Recreation Projects • Laguna Beach Community & Senior Center • Cal State, Northridge Student Recreation Center • Brentwood Community Center 	<ul style="list-style-type: none"> • (6) Recreation/Community Center • (1) New Facility into existing campus • (2) Senior Centers • Covina Sr. Community Center • Westside Family YMCA • Huntington Park Gym & Aquatics Center • City of Calabasas Sr. Center
Meets Specifications	Meets Specifications
<ul style="list-style-type: none"> • Project work plan broken down into task • Addressed items 1-8 with detail • Noted in Section 6 	<ul style="list-style-type: none"> • Project work plan broken down into task • Addressed items 1-8 in detail along with specific timelines
Meets Specifications	Meets Specifications
<ul style="list-style-type: none"> • (2) Community Workshops • Liaison Committee Workshops & Meetings • (2) Board/Elected Meeting/Presentations • (2) PVRPD & City Staff Reviews 	<ul style="list-style-type: none"> • (2) Community Meetings • (6) Liaison Committee Meetings • (2) Board/Elected Meeting/Presentations • (4) Staff/Agency Reviews
Meets Specifications	Meets Specifications
<ul style="list-style-type: none"> • 3D Sketch-Up Model • Color 3D Perspective Views • Motion Picture or Animated Rendering 	<ul style="list-style-type: none"> • 3D Renderings • Rendered Landscape Site Plan • Rendered Exterior Elevations
Meets Specifications	Meets Specifications
\$180,448	\$285,148

Pricing Comparison						
Task	Roesling Nakamura Terada Architects (RNT)	LPA	Gonzalez Goodale Architects & MainStreet Architects	Johnson Favaro	Mogavero Architects & Green Play LLC	
1. Architectural	\$92,771.00	\$108,000.00	\$174,548.00	\$240,000.00	\$213,090.00	
2. Cost Management	\$10,970.00	\$10,200.00	\$25,000.00	\$18,000.00		
3. Community Meetings		\$25,000.00			\$58,140.00	
3. Landscare	\$19,205.00		\$14,500.00	\$24,000.00	\$222,586.00	
4. Civil Engineer	\$16,117.00		\$25,500.00	\$54,000.00		
5. Structural Engineer	\$2,990.00		\$11,000.00	\$18,000.00		
6. Mechanical Engineer	\$3,300.00	\$37,248.00	\$27,100.00	\$22,000.00		
7. Survey			\$7,500.00			
Reimbursable Expenses (not included in bid price if listed in this line item)		\$10,000.00		\$30,000.00		
Total Cost:	\$145,353.00	\$180,448.00	\$285,148.00	\$376,000.00	\$493,816.00	
Optional Services						

PLEASANT VALLEY RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
ARCHITECTURAL & DESIGN SERVICES

This agreement is made and entered into, effective March 7, 2019 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and LPA, a California Corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional Design and Architectural services necessary for the Senior and Community Recreation Facility ("Project").

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1.0 SCOPE OF SERVICES

1.1 In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "B"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. Subject to the generally accepted standards of professional skill and care, work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents that Consultant (a) has investigated and considered the scope of services to be performed, (b) has considered how the work and services should be performed, and (c) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Consultant's Services include. As further described in Exhibit "B".

- (a) Predesign Services
- (b) Conceptual (Schematic) Design Services
- (c) Community Workshops
- (d) Topographic Survey
 - (1) Aerial
 - (2) Supplemental Ground
 - (3) Plot Record Boundary
- (e) Cost Estimate

1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the General Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 TERMS OF CONTRACT

2.1 Term. Unless otherwise earlier terminated as specified in Section 7.4 below, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than October 31, 2019. Consultant shall complete all work in accordance with the timeline set forth in the Proposal.

2.2 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract

amount of One Hundred Ninety Thousand Four Hundred Forty-Eight Dollars (\$190,448.00) ("Contract Sum"), except as provided in Section 1.7. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the District.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.3 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Consultant for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon the executed agreement and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the General Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the

extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Jim Wirick, Jeremy Hart, Arash Izadi, Jeff Schaub, John Courtney and Chris Lentz are hereby designated as being the representatives of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representatives were a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of District.

4.2 Contract Officer. The District's Manager is hereby designated as the representative of the District authorized to act on its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District

shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

(a) Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

(b) Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the types and amounts of insurance described in Exhibit "A".

All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

5.2 Indemnity.

(a) Indemnity for Professional Liability Insurance. Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or intentional wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement. The Consultant's duty to indemnify under this section, including the duty and the cost to defend, is limited as provided in California Civil Code section 2782.8.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert

witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Submission of Insurance. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. 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 Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing

to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

7.4 Termination Prior to Expiration of Term. Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.4, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

7.7 Additional Provisions. Consultant agrees that no full-time employee of the District shall be employed by its firm during the period that this Agreement is in effect.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; District. 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 their financial interest or the financial interest of any corporation, partnership or association in which there is an interest, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant 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. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

To Consultant:	LPA, Inc. Attn: Jim Wirick, Principal-In Charge 5161 California Avenue Suite 100 Irvine, CA 92617
To District:	Pleasant Valley Recreation & Park District Attn: Mary Otten, General Manager 1605 E. Burnley Street Camarillo, CA 93010

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Incorporation of Recitals. The foregoing recitals are incorporated herein as though fully set forth.

9.3 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall

be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.5 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority. 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.

9.7 Assistance by District. District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project and Consultant shall be entitled to reasonably rely upon such. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:

Pleasant Valley Recreation & Park District,

Robert Kelley, Board Chair

ATTEST:

Anthony Miller, District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, District Council

CONSULTANT:

Jon Mills, LPA, Inc.

By: _____
Name: Jon Mills
Title: Principal/Chief Operations Officer

Address: 5161 California Avenue Suite 100
Irvine, CA 92617

[END OF SIGNATURES]

EXHIBIT "A"

**PLEASANT VALLEY RECREATION & PARK DISTRICT
INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.
3. Workers' Compensation Insurance: A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.
5. Contractors Pollution Liability: N/A

6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.
4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all the requirements stated herein.

END OF PAGE

EXHIBIT "B"

**SCOPE OF SERVICES
for
ARCHITECTURAL DESIGN FOR A SENIOR AND COMMUNITY RECREATION
FACILITY**

PROJECT DESCRIPTION

The project includes the architectural firm to further refine, with public input, the Plan 2 concept (31,272 sq. ft.), create specific design concept alternatives, conduct parking analyses, and calculate refined cost estimates. The District is looking forward to developing four alternate concept plans for the Project. At least one plan should include the repurposing of the current senior center and/or current buildings located at 1605 E. Burnley Street.

PROJECT SCHEDULE

The anticipated Project Schedule is as follows:

Project Kick-Off Meeting	March 2019
Pre-Design	March – April 2019
Conceptual Design	April – June 2019
Cost Estimates	June 2019
Final Renderings	June – July 2019
Board Presentation	July 2019

SCOPE OF WORK (BASIC SERVICES)

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

0.01 Project Administration services including:

- .01 Initial consultation in development of the Project.
- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Direction of the work of Consultant's in-house personnel.

0.02 Disciplines Coordination/Document Checking services consisting of:

- .01 Coordination between Consultant's work and the work of other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

- 0.03 Agency Consulting/Review/Approval services including:
 - .01 Consultations with all public agencies and utilities required for the project.
 - .02 Preparation of written and graphic explanatory materials.
- 0.04 District-Supplied Data Coordination services including:
 - .01 Review and coordination of data furnished for the Project as a responsibility of the District.
- 0.05 Assistance to the District in reviewing existing title information and contracting for surveys, surface site data and subsurface site data (if required).

1 - PREDESIGN SERVICES

In the Predesign Phase, Consultant shall provide those services necessary for Consultant to assist the District in establishing a final program, financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff/ "Plan the Plan" Meeting services required to establish the following detailed requirements for the Project.
 - .01 Initial meeting to review project process, schedule, goals, sustainability, budget and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.
- 1.02 Programming Confirmation services required to establish the program requirements for the Project based on "Plan 2" identified in the RFP and associated program.
 - .01 Obtain and review existing program information from the District.
 - .02 Meet with Liaison Committee to confirm program requirements and obtain direction on proposed program.
 - .03 Design objectives, limitations and criteria.
 - .04 Space requirements.
 - .05 Space relationships.
 - .06 Number and functional responsibilities of personnel.
 - .07 Flexibility and expandability.
 - .08 Site requirements.
- 1.03 Site Analysis: Conduct preliminary review of the existing site and record:
 - .01 Circulation – Vehicular and pedestrian connections relative to the existing master plan.
 - .02 Existing trees to be protected in place.
 - .03 Adjacent land uses, their relationships and edge conditions.
 - .04 Natural elements: sun, wind, soils, etc.
 - .05 Topography and surface drainage.
 - .06 Opportunities and constraints.
- 1.04 Space Planning Conceptual Diagram services consisting of diagrammatic studies and pertinent descriptive text for:
 - .01 Internal functions.

2 – CONCEPTUAL (SCHEMATIC) DESIGN SERVICES

In the Conceptual (Schematic) Design Phase, Consultant shall provide those services designated necessary to prepare up to four (4) Concept Plans consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for the Liaison Committee's review; and recommendation for approval by the District, based on program requirements provided by the District and established in the Community Workshops process, and reviewed and agreed upon by Consultant. The following descriptions shall apply to those services.

- 2.01 Liaison Committee Workshop services as part of a "Vision" process to establish goals and opportunities for the project.
- 2.02 Architectural Design/Documentation services responding to program requirements and consisting of preparation of preliminary conceptual documents.
 - .01 Up to four (4) Conceptual site and floor plans.
- 2.03 Elected Official Workshop services consisting of a meeting to review to discuss District and City goals, confirm developed program, preliminary review of conceptual plans in preparation for the development of renderings and Board Presentation.
- 2.04 Renderings services relating to providing graphic pictorial representations up to four (4) concept plans for the proposed Project and consisting of:
 - .01 Two-Dimensional Color Site Plan.
 - .02 Two-Dimensional Color Building Floor Plan.
- 2.05 Board Presentation services consisting of the reviewing and updating previously established Project Schedules for decision-making, design, documentation and contracting.
- 2.06 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation and contracting.
- 2.07 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by Consultant to the following District's representatives:
 - .01 One (1) – Liaison Committee Workshop.
 - .02 Two (2) – Staff Coordination Meetings.
 - .03 One (1) – Elected Official Workshop.
 - .04 One (1) – Board Presentation.
- 2.08 Summary of Deliverables consisting of:
 - .01 Four (4) – Conceptual Plans.
 - .02 Updated Project Schedule (if applicable).

- .03 Four (4) – Two-Dimensional Site Plan Renderings.
- .04 Meeting Minutes.

3 – COMMUNITY WORKSHOP SERVICES

3.01 Community Workshops

A series of workshops will be planned and held in order to involve the stakeholders in the community and to seek a consensus regarding the program, design direction, and facilitate interaction with the community. This will build upon the previous outreach performed by the District. The following is a proposed outline of the workshop process:

- .01 Present to District a plan for community consensus building workshops tailored to the specific needs of the community and this project (included one (1) meeting).
- .02 User Group/Community Consensus Building Workshops.

- **Workshop #1**

The first workshop would be proposed for a Saturday or weekday evening. In the initial meeting a summary of the workshop process will be presented, and the community will be provided an opportunity to express their specific thoughts and expectations for the project. Additional discussion will revolve around what will make the project a success for the various stakeholders and community at large and a discussion around the information developed as part of the recently completed 2018 Facility Needs Assessment. This will form the beginnings of a common vision for the project. After the initial introduction, the workshop attendees will be led through a visualization process that involves the presentation of different programmatic elements, fitness and recreation trends, and amenities. A prioritization process will be provided which will allow stakeholders to identify and share their priorities in relation to other programmatic elements identified. This will be a confirmation and refinement of the project program and the basis for the development of the four conceptual plans.

- **Following Workshop #1**

Consultant will compile information obtained from Workshop #1 and community responses into a manual which will become a reference document for use throughout the process and record of community involvement. Outlined will be the process and community developed priorities, as well as the final program which will be the basis of the conceptual plan development. The four conceptual plans will be developed as outlined in Task 2 of this Scope of Services. (included one (1) meeting).

- **Workshop #2**

During the second workshop, Consultant will present the information provided in Workshop #1 with additional detail, refinement and highlights of the major issues identified by the group culminating in a refined project program(s). Based on feedback provided by District staff and the Liaison Committee, the preliminary project concepts will be presented, and the community will be provided an opportunity to review and comment. Commonalities of the various designs will be identified and discussed by the group. At this point, with facilitation from Consultant, the community will identify and recommend a consensus design direction to be shared with the Liaison Committee, Elected Officials and Board.

- Following Workshop #2

Following Workshop #2, the information presented and responded to will be compiled into a final presentation to the various oversight groups and Board.

3.02 Summary of Meetings:

- .01 Two (2) Workshop Meetings.
- .02 Two (2) Staff Coordination "Skype" Meetings.

3.03 Summary of Deliverables:

- .01 Agendas.
- .02 Preliminary Program.
- .03 Final Program.
- .04 Workshop Activity Summaries.
- .05 Concept Plans (developed as part of Task 2 – Conceptual (Schematic) Design Services).

4 – TOPOGRAPHIC SURVEY

4.01 Survey/Base Map Preparation:

- .01 Aerial topographical survey at 40 scale with one-foot contours.
- .02 Supplement aerial survey with field survey to provide accurate design and ADA compliance.
- .03 Plotting of the record boundary, easements, setbacks, and site constraints such as high-tension power lines and setbacks, based on owner-provided title report.
- .04 Collect existing drawings from the District for all affected off-site improvements including streets, drainage, traffic signals, street lighting, etc. Provide drafting services to add additional information to Base Map.
- .05 Provide a minimum of two (2) survey control points and two (2) benchmarks.

4.02 Summary of Deliverables:

- .01 One (1) - 40 Scale Topographic Survey

5 – COST ESTIMATE

5.01 Statement of Probable Construction Cost services consisting of development of a Rough Order of Magnitude (ROM) construction cost range for the Project for up to four (4) concept plans, current and historic area, volume, expected Project delivery process, and appropriate contingencies.

5.02 Summary of Deliverables:

- .01 One (1) - ROM Conceptual Estimate (Four Concept Plans).

6 - FINAL RENDERINGS

6.01 Rendering services relating to providing graphic pictorial representations, as required by the District of the proposed Project which may consist of one or more of the following:

- .01 Three-Dimensional Sketch-Up Model.
- .02 Color Three-Dimensional Perspective Views.
- .03 Motion Picture or Animated Rendering.

EXHIBIT "C"

**PROFESSIONAL SERVICES FEE
for
ARCHITECTURAL DESIGN**

A. BUILDING DESIGN PROFESSIONAL SERVICES FEE:

The total scope of work outlined in Exhibit B, Scope of Work shall be provided for a fixed fee of \$190,448.00.

The fee is appropriated to the following phases, as outlined in the Scope of Services, Exhibit A.

Pre-Design:	\$22,500.00
Conceptual Design:	\$85,500.00
Community Workshops:	\$25,000.00
Topographic Survey:	
Aerial	\$ 7,200.00
Supplemental Ground	\$20,544.00
Plot Record Boundary	\$ 9,504.00
Cost Estimate	\$10,200.00
Total =	\$180,448

B. REIMBURSABLE EXPENSES:

Not to Exceed: \$10,000.00

Consultant will bill all reimbursable expenses separately and provide the District with a copy of all expenses for review with each billing. Reimbursable expenses typically run approximately 5% - 10%.

Reimbursable expenses will include:

1. Plotting and Document Reproduction
2. Postage and Overnight Mail
3. Delivery charges
4. Photography and film development
5. Models and Renderings
6. Mileage at the IRS-approved rate
7. Overhead on consultant invoices (with a markup not to exceed 10%)

TOTAL FEE PROPOSAL:

Architectural Design Services:	\$180,448.00
Reimbursable Expenses:	\$ 10,000.00
<hr/>	
Total Fee:	\$190,448.00

Invoices shall be submitted at the first of each month for work completed in the prior month. Invoices shall include an updated schedule of values allocating the Contract Sum among the phases listed in the Scope of Work identified in Exhibit B and the percentage of completion of each phase as of the end of the period covered by the invoice. Payment of services to be in accordance with Section 2.3 of the Contract Services Agreement.

BASIC HOURLY RATE SCHEDULE

If, after a design decision has been approved, the District or Consultant (if approved by the District) makes a decision for which its proper execution involves additional services and expense for changes in or additions to the drawings, specifications, or other documents; the Consultant shall be paid for such additional service and expense in accordance with the following Schedule of Billing Rates upon execution of an amendment to this Agreement. Consultant will bill in increments of 15 minutes (0.25 hours) and may not bill for travel time.

Principal	\$250.00
Director	\$225.00
Discipline Director	\$215.00
Project Director	\$195.00
Project Leader	\$175.00
Design Coordinator II	\$150.00
Manager	\$145.00
Design Coordinator I	\$125.00
Senior Specialist	\$120.00
Designer III	\$115.00
Specialist III	\$100.00
Designer II	\$100.00
Specialist II	\$90.00
Designer I	\$90.00
Specialist I	\$80.00
Intern	\$70.00

ADDITIONAL SERVICES

Structural Evaluation of Existing Bldgs.	\$ 8,500
Additional Community Workshops	\$10,500
Utility Survey	
Utility Location Mapping	\$25,990
Utility Pipe Inspection	\$ 6,680
LPA Generated Animations of Options	
Per 90 Second Animation	\$ 3,500
Operational & Maintenance Analysis	\$17,500

APPROVED CONSULTANT /DISCIPLINES AND SUBCONTRACTORS

Architecture:	LPA
Landscape Architecture:	LPA
Structural Evaluation:	LPA
Topographic Surveying:	Guida Surveying
Cost Estimating:	HL Construction

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The anticipated Project Schedule is as follows:

Project Kick- Off Meeting	March 2019
Pre-Design	March – April 2019
Conceptual Design	April – June 2019
Cost Estimates	June 2019
Final Renderings	June – July 2019
Board Presentation	July 2019

**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: March 6, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF THE FY
2017-2018 ANNUAL FINANCIAL REPORT AS
PREPARED BY MOSS, LEVY & HARTZHEIM LLP,
CPA(S)**

SUMMARY

Every year the District conducts a financial audit to ensure the effective operation of the District and to make sure the District is following Generally Accepted Accounting Principles (GAAP). The audit improves accountability, ethical and professional practices, effective risk management, improves quality of output and supports decision making and performance tracking.

BACKGROUND

The Audited Financial Report for the time period ending June 30, 2018 is attached. Moss, Levy, & Hartzheim, LLP, CPAs performed the audit. Travis Hole, CPA and partner served as the lead contact.

Staff has been working on the audit since the audit team first met with staff back in May 2018 and again in October 2018. It is the goal of staff to provide the auditors with complete and accurate records and to display the commitment in maintaining the District's financial records.

ANALYSIS

The opinion of the auditor reflects that the District's financial statements present fairly, in all material respects, the respective financial position for the year ending June 30, 2018 in conformity with accounting principles generally accepted in the United States of America.

The primary economic factor for the District is the property tax revenue; the District received 2.6% more than fiscal year 2016-2017 in property tax apportionment. An item that continues to put strain on the District's financials is the California Public Employee's Retirement System (CalPERS) unfunded liability. Even though the District Board can adopt a balanced budget every year, the CalPERS unfunded liability continues to increase and will continue to cause a strain on the General Fund budget. With the CalPERS unfunded liability increasing at the rate that it is, the District will need to become creative with revenue sources and monitor expenses more closely.

FISCAL IMPACT

There is no anticipated fiscal impact to the District from this recommendation.

RECOMMENDATION

It is recommended that the Board review and approve the Annual Financial Report for FY 2017-2018 as prepared by Moss, Levy & Hartzheim, LLP, CPAs.

ATTACHMENTS

- 1) Annual Financial Report for FY 2017-2018 (54 pages)

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT**

**FINANCIAL STATEMENTS
JUNE 30, 2018**

PLEASANT VALLEY RECREATION AND PARK DISTRICT
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FINANCIAL SECTION



Moss, Levy & Hartzheim LLP

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

Board of Directors
Pleasant Valley Recreation and Park District
Camarillo, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the fiduciary fund information of Pleasant Valley Recreation and Park District (District), as of and for the fiscal year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the fiduciary fund information of Pleasant Valley Recreation and Park District, as of June 30, 2018, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Change in Accounting Principles

As discussed in Note 1 to the basic financial statements effectively July 1, 2017, the Pleasant Valley Recreation and Park District adopted Governmental Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 9, the budgetary comparison information of pages 39 and 40, the schedule of changes in OPEB liability on page 41, the schedule of OPEB contributions on page 42, the schedule of proportionate share of pension liability on page 43, and the schedule of pension contributions on page 44 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 19, 2019, on our consideration of the Pleasant Valley Recreation and Park District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the District's basic financial statements as of and for the fiscal year ended June 30, 2017, and we expressed unmodified audit opinions on those audited financial statements in our report dated February 5, 2018. In our opinion, the summarized comparative information presented herein as of and for the fiscal year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Moss, Renz & Hartshorn LLP

Santa Maria, California
February 19, 2019

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

This discussion and analysis of the Pleasant Valley Recreation and Park District (PVRPD) financial performance provides an overall review of the PVRPD financial activities for the fiscal year ended June 30, 2018. The intent of this narrative is to provide a complete overview of PVRPD's financial performance. Readers should review this in conjunction with the basic financial statements which follow this section.

FINANCIAL HIGHLIGHTS
GOVERNMENTAL WIDE

- During the fiscal year ending June 30, 2018, PVRPD's net position decreased by \$933 thousand (2.9%).
- Total revenues decreased by \$2.613 million (-27.75%) due to the District not receiving any large amounts of Quimby Fees as they did in fiscal year 2016-2017 (\$3.148 million).
- Total expenses increased by \$320 thousand. Salaries & Benefits increased by \$84 thousand (2.37%), Materials & Services increased by \$571 thousand (16.42%), Capital Outlay decreased by \$278 thousand (-69.03%), and the Debt Service decreased by \$105 thousand (-10.53%).

OVERVIEW OF THIS FINANCIAL REPORT

The Government-wide financial statements are presented on an "economic resources" measurement focus and use an accrual basis of accounting. Accordingly, all of the PVRPD's assets, deferred outflows, liabilities, and deferred inflows including capital assets and long-term liabilities are included in the accompanying Statement of Net Position. The Statement of Net Position includes all of the District's investments in resources (Assets) and the obligations to creditors (Liabilities). The Statement of Activities presents changes in net position measuring the success over the past year and is used to determine creditworthiness.

Government-wide Financial Statements

Statement of Activities and Statement of Net Position

The Government-wide financial statements are designed to provide readers with a broad overview of the District's finances. The Statement of Net Position and the Statement of Activities answers the question if the District's financial position is improving or deteriorating. These statements include all assets, deferred outflow of resources, liabilities, and deferred inflows of resources using the accrual basis of accounting. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. These two statements report the District's net position and changes in them. The difference between the assets, deferred outflows of resources, liabilities, and deferred inflows of resources, or net position, can measure the District's financial health.

Governmental Funds Financial Statements

Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances

Fund financial statements are designed to report information about groupings or related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting, like other state and local governments, to ensure and demonstrate compliance with finance-related legal requirements.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on the short-term inflow and outflow of spendable resources, as well as on balance of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to Basic Financial Statements

The notes provide additional information that is essential to fully understanding the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplemental information concerning the District's budgetary status and funding progress of its retirement plan.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

Net position may serve, over time, as a useful indicator of a government's financial position. District assets and deferred outflows of resources are greater than liabilities and deferred inflows of resources by \$30.3 million as of June 30, 2018.

Condensed Statement of Net Position
June 30,

	<u>2018</u>	<u>2017</u>
Assets:		
Current Assets	\$ 12,075,724	\$ 11,389,056
Capital Assets	37,557,130	38,554,237
Total Assets	49,632,854	49,943,293
Deferred Outflows of Resources:		
Pensions	1,642,117	1,279,306
Other Post Employment Benefits	11,571	0
Deferred Charge of Refunding	625,652	655,918
Total Deferred Outflows of Resource:	2,279,340	1,935,224
Liabilities:		
Current Liabilities	834,699	915,523
Long-Term Due in One Year	593,588	445,264
Long-Term Due in More than One Year	19,339,146	19,124,253
Total Liabilities	20,767,433	20,485,040
Deferred Inflows of Resources:		
Pensions	777,675	202,937
Other Post Employment Benefits	109,418	0
Total Deferred Inflows of Resources	887,093	202,937

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

Net Position:

Net Investment in Capital Assets	24,675,240	25,511,206
Unrestricted	5,582,428	5,679,334
Total Net Position	\$ 30,257,668	\$ 31,190,540

The largest portion of the District's net position reflects its net investment of \$24.7 million in capital assets (land, buildings, improvements, equipment, infrastructure, plus any construction in progress, all net of accumulated depreciation). The District uses these capital assets to provide services to citizens and they are not available for future spending.

The second largest portion is the long-term debt the District incurred in 2009 for the development of Pleasant Valley Fields Sports Complex formally known as Village at the Park. Certificates of Participation sold for an amount of \$12.6 million with a maturity date of June 30, 2039. In April 2017, the District refunded the 2009 Certificates of Participation in the amount of \$13.0 million with a maturity date of November 1, 2045. By refunding the COP the District saved \$644 thousand overall. In August 2012, the District obtained a bank loan in the amount of \$1.8 million for refinancing the CalPERS Side-Fund which will be paid off in 2022. (For more information on the long-term obligations see Notes 5, 6, 7, 8, 9 & 10 in the Financial Statements).

The assets and deferred outflows of the District exceed the liabilities and deferred inflows by \$30.3 million as of June 30, 2018. Unrestricted net position is in a positive position (\$5.6 million) down \$97 thousand (-1.7%). Due to CalPERS Unfunded Liability increasing annually and minimum wage continuing to increase along with Other Post-Employment Benefits (OPEB) and Compensated Absences, the District will closely monitor spending in other areas in order to meet these mandatory expenses.

Statement of Revenues, Expenditures, and Changes in Fund Balances

As shown on the table on page 6, the District's fund balances increased by \$727 thousand during the fiscal year ending June 30, 2018. This increase is not as significant as the prior year due to the District receiving over \$3.1 million in Quimby Fees in the prior fiscal year, but it continues to show the District's improving financial condition.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

Condensed Statement of Revenues, Expenditures and Changes in Fund Balances
June 30,

	<u>2018</u>	<u>2017</u>
Revenues:		
Charges for Services	\$ 2,460,388	\$ 5,456,441
Operating Grants and Contributions	85,570	96,365
Capital Grants and Contributions	16,500	28,183
General Revenue		
Property Taxes	6,323,491	6,159,125
Investment Income	100,976	49,671
Other	430,276	240,729
Total Revenues	9,417,201	12,030,514
Expenditures:		
Recreation and Park Operations	8,689,848	8,418,110
Excess of revenues over expenditures	727,353	3,612,404
Other Financing Sources		
Change in Fund Balance	727,353	3,893,678
Fund Balance - Beginning of Year	10,693,194	6,799,516
Fund Balance - End of Year	\$ 11,420,547	\$ 10,693,194

Charges for services includes programs, class fees, facility & other rental fees, cell tower income, senior services income, activity guide advertising income, indemnity income and Quimby Fees. The Charges for Services decreased by \$2.996 million (-54.91%) which is due to the Quimby Fund (Fund 30) being established and moving all Quimby Funds and future Quimby revenue from Fund 10 (General Fund) to Fund 30 (Quimby Fund)

Operating Grants and Contributions decreased by \$11 thousand (-11.2%).

Capital Grants and Contribution decreased by \$12 thousand (41.45%).

Property tax revenue, the District's primary source of revenue, increased by \$164 thousand or 2.67%.

Investment income increased by \$51 thousand (103.29%) and Other Income increased by \$190 thousand (78.74%) respectively.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

GOVERNMENTAL FUND FINANCIAL STATEMENT ANALYSIS

The focus of the District's governmental funds is to provide information on short-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the close of fiscal year 2017-2018, Total Governmental Funds reported a combined ending fund balance of \$11,420 million, an increase of \$727 thousand in comparison with the prior year.

The following are the District's major funds:

General Fund

The General Fund is the District's primary operating fund. It showed a net change in fund balance of -\$5.5 million (page 15) in fiscal year 2017-2018 in comparison to \$4.521 million for the year ended June 30, 2017. This was due to the Quimby Fund (Fund 30) being established and moving all Quimby Funds from Fund 10 (General Fund) to Fund 30 (Quimby Fund). Revenues exceeded expenses by \$330 thousand for period ended 2017-2018.

Special Assessment District Special Revenue Fund

The Special Assessment District Fund is used primarily for district-wide park landscape maintenance. It is also used to pay for a portion of the Park's personnel salaries and fringes. The Assessment District Fund showed a net change in fund balance of \$172 thousand. The revenue for period ended June 30, 2018 exceeded expenses by \$222 thousand.

The revenues increased by \$6 thousand and the expenditures decrease by \$459 thousand compared to prior year. The expenditure decrease is primarily due to the principal payment of the debt service is now charged to Fund 10 and only the interest is charged to Fund 20.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets (net of accumulated depreciation)
 June 30,

	<u>2018</u>	<u>2017</u>
Land	\$ 22,732,253	\$ 22,732,253
Buildings	\$ 5,636,377	\$ 5,878,693
Improvements	\$ 8,540,361	\$ 9,224,776
Equipment	\$ 622,789	\$ 718,515
Construction in Progress	\$ 25,350	\$ -
	37,557,130	\$ 38,554,237

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

Long-term Debt

The District's long-term debt as of period ending June 30, 2018 is \$19.9 million. That is a \$363 thousand increase from the year ended June 30, 2017. There are three major sources of long-term debt obligations: \$12.8 million for the development of Pleasant Valley Fields Sports Complex, and \$1.0 million loan for refinancing the CalPERS Side-Fund.

Outstanding Long-Term Debt		
	<u>2018</u>	<u>2017</u>
Compensated Absences	\$ 435,376	\$ 381,077
Notes Payable-Pension Related debt	\$ 1,028,000	\$ 1,214,000
2017 Certificates of Participation	\$ 12,865,000	\$ 13,010,000
Certificates of Participation Premium	\$ 73,730	\$ 76,584
Capital lease payable- software	\$ 16,890	\$ 33,031
Other Post Employment Benefits	\$ 840,685	\$ 153,141
Net Pension Liability	\$ 4,673,053	\$ 4,701,684
Total Outstanding Long Term Debt	\$ 19,932,734	\$ 19,569,517

*Net Pension Liability decreased due to CalPERS Board approved to lower the financial reporting discount rate from 7.65% to 7.15% in fiscal year 2017-2018.

ECONOMIC FACTORS

The District's primary revenue source is property taxes, which continues to improve each fiscal year. The District has seen an increase in property tax revenue and the housing market is mirroring the trend. Ventura County Assessor's office is showing a 4.4% increase for FY 17-18 over prior fiscal year. The District received \$118 thousand in fees from developers (Quimby Fees) in FY 17-18, which helped improve revenues and fund balance. With new construction continuing, the District should see additional revenue in the coming years.

Managing District resources in an environment of relatively flat revenues compounded by increasing costs is a challenge facing the District. Consequently, resources for future capital maintenance, replacement, and new park and facility development must be either acquired from resources currently available in operating expenses, or additional revenue sources must be identified.

The state implemented pension reform on January 1, 2013 creating a third-tier retirement program with a new 2% at 62 formula for employees new to CalPERS. The District's other two plans are 2.5% at 55 and 2% at 60. On July 1, 2013 the Board of Directors took action that increased the employee contributions to the maximum allowed by state statute. One of the biggest economic factors for the District is the CalPERS Unfunded Liability. For fiscal year 2018-2019 the District's payment to CalPERS will be \$357,677. This payment will increase every year until fiscal year 2032-2033 at that time it will top out at \$604,744. This obligation to CalPERS will continue until the year 2047.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2018

REQUEST FOR INFORMATION

The District's financial report is designed to provide citizens, taxpayers, creditors, and investors with a general overview of PVRPD's finances and show accountability for the money it receives. Questions regarding any of the information provided in this report or to request additional information, please contact the District's General Manager at the Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010 or call (805) 482-1996.

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BASIC FINANCIAL STATEMENTS

PLEASANT VALLEY RECREATION AND PARK DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2018
With Comparative Totals for June 30, 2017

	Total Governmental Activities	
	2018	2017
ASSETS		
Cash and investments	\$ 11,782,287	\$ 11,027,042
Accrued interest receivable		15,914
Accounts receivable	128,388	129,722
Property taxes and assessments receivable	148,876	210,675
Prepaid items	16,173	5,703
Capital assets - not being depreciated	22,757,603	22,732,253
Depreciable capital assets, net of accumulated depreciation	14,799,527	15,821,984
Total assets	49,632,854	49,943,293
DEFERRED OUTFLOWS OF RESOURCES		
Pensions	1,642,117	1,279,306
Other Postemployment benefits	11,571	
Deferred charge on refunding	625,652	655,918
Total deferred outflows of resources	2,279,340	1,935,224
LIABILITIES		
Bank overdraft		40,533
Accounts payable	329,234	372,325
Accrued salaries and benefits	94,822	127,032
Unearned revenue and customer deposits	231,121	155,972
Accrued interest payable	179,522	219,661
Long-term liabilities - due in one year		
Compensated absences	108,844	95,269
Pension related debt	200,000	186,000
Certificates of participation	265,000	145,000
Certificates of participation premium	2,854	2,854
Capital lease payable - software	16,890	16,141
Long-term liabilities - due in more than one year		
Compensated absences	326,532	285,808
Other postemployment benefits payable	840,685	153,141
Pension related debt	828,000	1,028,000
Certificates of participation	12,600,000	12,865,000
Certificates of participation premium	70,876	73,730
Capital lease payable - software		16,890
Net pension liability	4,673,053	4,701,684
Total liabilities	20,767,433	20,485,040
DEFERRED INFLOWS OF RESOURCES		
Pensions	777,675	202,937
Other Postemployment Benefits	109,418	
Total deferred inflows of resources	887,093	202,937
NET POSITION		
Net investment in capital assets	24,675,240	25,511,206
Unrestricted	5,582,428	5,679,334
Total net position	\$ 30,257,668	\$ 31,190,540

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 STATEMENT OF ACTIVITIES
 FISCAL YEAR ENDED JUNE 30, 2018
 With Comparative Totals for Fiscal Year Ended June 30, 2017

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenue and Changes in Net Position	2017	
		Charges for Services	Operating Contributions and Grants			Capital Contributions and Grants
Governmental Activities:						
Recreation and park operations:	\$ 9,593,152	\$ 2,460,388	\$ 85,570	\$ 16,500	\$ (7,030,694)	\$ (3,692,347)
Total governmental activities	\$ 9,593,152	\$ 2,460,388	\$ 85,570	\$ 16,500	(7,030,694)	(3,692,347)
General Revenues:						
Property taxes					6,323,491	6,159,125
Investment earnings					100,976	49,671
Other revenues					430,276	240,729
Total general revenues					6,854,743	6,449,525
Change in net position					(175,951)	2,757,178
Net position - beginning of fiscal year					31,190,540	28,433,362
Restatement					(756,921)	
Net position - beginning of fiscal year, restated					30,433,619	28,433,362
Net position - end of fiscal year					\$ 30,257,668	\$ 31,190,540

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2018
With Comparative Totals for June 30, 2017

	General Fund	Assessment District Fund	Quimby Fund	Total Governmental Funds	
				2018	2017
ASSETS					
Cash and investments	\$ 5,661,497	\$ 140,938	\$ 5,979,852	\$ 11,782,287	\$ 11,027,042
Accrued interest receivable					15,914
Accounts receivable	60,543	19,448	48,397	128,388	129,722
Property taxes and assessments receivable	148,876			148,876	210,675
Prepaid expenditures	16,173			16,173	5,703
Total assets	<u>\$ 5,887,089</u>	<u>\$ 160,386</u>	<u>\$ 6,028,249</u>	<u>\$ 12,075,724</u>	<u>\$ 11,389,056</u>
LIABILITIES AND FUND BALANCES					
Liabilities					
Bank overdraft	\$ -	\$ -	\$ -	\$ -	\$ 40,533
Accounts payable and accrued expenditures	289,770	39,464		329,234	372,325
Accrued salaries and benefits	94,822			94,822	127,032
Deposits	32,567			32,567	36,825
Unearned revenue	198,554			198,554	119,147
Total liabilities	<u>615,713</u>	<u>39,464</u>		<u>655,177</u>	<u>695,862</u>
Fund Balances					
Nonspendable:					
Prepays	16,173			16,173	5,703
Restricted:					
Specified park projects			6,028,249	6,028,249	
Assigned:					
Compensated absences	435,376			435,376	381,077
Postemployment benefits payable	840,685			840,685	153,141
Pension-related debt	1,028,000			1,028,000	1,214,000
Unassigned	2,951,142	120,922		3,072,064	8,939,273
Total fund balances	<u>5,271,376</u>	<u>120,922</u>	<u>6,028,249</u>	<u>11,420,547</u>	<u>10,693,194</u>
Total liabilities and fund balances	<u>\$ 5,887,089</u>	<u>\$ 160,386</u>	<u>\$ 6,028,249</u>	<u>\$ 12,075,724</u>	<u>\$ 11,389,056</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE
 SHEET TO THE STATEMENT OF NET POSITION
 JUNE 30, 2018

Total fund balances - governmental funds \$ 11,420,547

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation. Net capital assets consist of:

Capital assets	\$	57,308,140	
Accumulated depreciation		(19,751,010)	
			37,557,130

Interest payable: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statements of activities, it is recognized in the period it is incurred. (179,522)

Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

Certificates of participation		(12,865,000)	
Certificates of participation premiums		(73,730)	
Notes payable-pension related debt		(1,028,000)	
Capital lease payable		(16,890)	
Compensated absences		(435,376)	
Other postemployment benefits		(840,685)	
Net pension liability		(4,673,053)	(19,932,734)

In governmental funds, loss on refunding is recognized as an expenditure in the period incurred. In the government-wide statements, loss on refunding is amortized over the life of the debt. 625,652

Deferred outflows and inflows of resources relating to pensions and other postemployment benefits: In governmental funds, deferred outflows and inflows of resources relating to pensions and other postemployment benefits are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions and other postemployment benefits reported.

Deferred inflows of resources relating to pensions		(777,675)	
Deferred inflows of resources relating to other postemployment benefits		(109,418)	
Deferred outflows of resources relating to other postemployment benefits		11,571	
Deferred outflows of resources relating to pensions		1,642,117	766,595

Total net position - governmental activities \$ 30,257,668

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 GOVERNMENTAL FUNDS
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
 FISCAL YEAR ENDED JUNE 30, 2018
 With Comparative Totals for Fiscal Year Ended June 30, 2017

	General Fund	Assessment District Fund	Quimby Fund	Total Governmental Funds	
				2018	2017
Revenues					
Property taxes	\$ 6,323,491	\$ -	\$ -	\$ 6,323,491	\$ 6,159,125
Charges for services:					
Special assessments		1,067,075	118,004	1,185,079	4,210,281
Registration and other fees	702,291			702,291	712,478
Facility and other rental fees	573,018			573,018	533,682
Operating grants and contributions	85,570			85,570	96,365
Capital grants and contributions	16,500			16,500	28,183
Investment earnings	42,416	1,007	57,553	100,976	49,671
Other revenues	430,276			430,276	240,729
Total revenues	<u>8,173,562</u>	<u>1,068,082</u>	<u>175,557</u>	<u>9,417,201</u>	<u>12,030,514</u>
Expenditures					
Salaries and benefits	3,538,112	82,305		3,620,417	3,536,515
Materials and services	3,533,855	515,853	30	4,049,738	3,478,504
Capital outlay	124,706			124,706	402,743
Debt service:					
Principal	347,141			347,141	336,424
Interest	299,987	247,859		547,846	663,924
Total expenditures	<u>7,843,801</u>	<u>846,017</u>	<u>30</u>	<u>8,689,848</u>	<u>8,418,110</u>
Excess of revenues over (under) expenditures	<u>329,761</u>	<u>222,065</u>	<u>175,527</u>	<u>727,353</u>	<u>3,612,404</u>
Other Financing Sources (Uses)					
Proceeds from sale of Certificates of Participation					13,087,060
Payment to escrow account					(12,805,786)
Transfers in			5,852,722	5,852,722	385,251
Transfers out	(5,802,510)	(50,212)		(5,852,722)	(385,251)
Total other financing sources and uses	<u>(5,802,510)</u>	<u>(50,212)</u>	<u>5,852,722</u>		<u>281,274</u>
Net change in fund balances	(5,472,749)	171,853	6,028,249	727,353	3,893,678
Fund balances - beginning of fiscal year	10,744,125	(50,931)		10,693,194	6,799,516
Fund balances - end of fiscal year	<u>\$ 5,271,376</u>	<u>\$ 120,922</u>	<u>\$ 6,028,249</u>	<u>\$ 11,420,547</u>	<u>\$ 10,693,194</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 RECONCILIATION OF GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
 EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
 FISCAL YEAR ENDED JUNE 30, 2018

Total net change in fund balances - governmental funds	\$	727,353
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which additions to capital assets is less than depreciation expense.		
Capital outlays which were capitalized as capital assets	\$	149,909
Depreciation expense		<u>(1,105,602)</u>
In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The differences between compensated absences paid and compensated absences earned was:		(955,693)
In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities.		(54,299)
In governmental funds, if debt is issued at a premium, the premium is recognized as an Other financing Source in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Amortization of debt issue premium for the period was:		347,141
In governmental funds, the gain/(loss) on the disposal of capital assets is not reported. In the statement of activities, the difference between the book value of the disposed asset and the accumulated depreciation is recorded as a gain/(loss).		2,854
In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during but owing from the prior period was:		(41,414)
In governmental funds, loss on debt refunding is recognized as an expenditure in the period they are incurred. In the government-wide statements, the loss is amortized over the life of the debt. Loss on refunding amortization for the period was:		40,139
In governmental funds, OPEB costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. This fiscal year, the difference between accrual basis OPEB costs and actual employer contributions was:		(30,266)
In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:		(28,470)
		<u>(183,296)</u>
Total change in net position - governmental activities	\$	<u><u>(175,951)</u></u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 STATEMENT OF FIDUCIARY NET POSITION
 June 30, 2018
 With Comparative Totals for June 30, 2017

	Part-Time Employees Retirement Trust Fund	
	2018	2017
Assets		
Cash and investments	\$ 68,404	\$ 74,252
Total assets	<u>68,404</u>	<u>74,252</u>
Net Position		
Retirement funds payable to recipients	68,404	74,252
Total net position	<u>\$ 68,404</u>	<u>\$ 74,252</u>

The accompanying notes are an integral part of this financial statement.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
 Fiscal Year Ended June 30, 2018
 With Comparative Totals for Fiscal Year Ended June 30, 2017

	Part-Time Employees Retirement Trust Fund	
	2018	2017
Additions		
Contributions to retirement trust fund	\$ 16,304	\$ 11,428
Investment earnings	190	187
Total revenues	<u>16,494</u>	<u>11,615</u>
Deductions		
Claims paid or payable to claimant:	22,342	12,021
Total deductions	<u>22,342</u>	<u>12,021</u>
Change in net position	(5,848)	(406)
Net position - beginning of fiscal year	<u>74,252</u>	<u>74,658</u>
Net position - end of fiscal year	<u>\$ 68,404</u>	<u>\$ 74,252</u>

The accompanying notes are an integral part of this financial statement.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Reporting Entity

The Pleasant Valley Recreation & Park District (the District) is located in and around the City of Camarillo, approximately 10 miles inland from the Pacific Ocean. The District was formed in January 1962 under the State Public Resource Code of California. The District serves an area of approximately 45 square miles and has grown from one park to 28 parks since its inception 53 years ago. Within the District, a variety of recreational facilities exists including: indoor swimming pool, lighted ball fields, tennis courts, racquetball courts, a running track, children's play equipment, picnic shelters, barbecues and much more. General administration and management of the District is under the direction of a five-member Board of Directors and a General Manager.

The District's basic financial statements include the operations of which the District's Board of Directors exercises oversight responsibility. There are no component units included in this report which meet the criteria of the GASB Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statements No. 39, No. 61, and No. 80.

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation

The District's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The *basic financial statements* of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Government-wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole. These statements include separate columns for the governmental activities of the primary government. Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the District.

Government-wide financial statements are presented using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. *Basis of accounting* refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange transaction are recognized in accordance with the requirements of GASB Statement No. 33.

The types of transactions reported as program revenues for the District are to be reported in three categories, if applicable: 1) charges for services, 2) operating grants and contributions, and 3) capital grants and contributions. Charges for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function. Grant and contributions include revenues restricted to meeting the operational or capital requirements of a particular function. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation (continued)

Fund Financial Statements

Fund financial statements report detailed information about the District. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major governmental fund is presented in a separate column, and all nonmajor funds are aggregated into one column, however the District has no nonmajor funds. Fiduciary funds are reported by fund type.

The accounting and financial treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a flow of current financial resources measurement focus. With the measurement focus, only current assets and current liabilities are generally included on the balance sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances for these funds present increases, (i.e., revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net position.

Fiduciary funds are reported using the economic resources measurement focus.

Governmental Funds

In the fund financial statements, governmental funds are presented using the *modified - accrual basis of accounting*. Their revenues are recognized when they become *measurable* and *available* as net current position. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. Revenue recognition is subject to the *measurable* and *availability* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed derived tax revenues* are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. *Imposed nonexchange transactions* are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance is considered to be a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net position. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered "available spendable resources," since they do not represent net current position. Recognition of governmental fund type revenue represented by non-current receivables are deferred until they become current receivables. Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net position, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the fiscal year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenditures/expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation (continued)

Governmental Funds (Continued)

The District reports the following major governmental funds:

- **General Fund** is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.
- **Assessment District Fund** is used for the assessment revenues and expenditures from a special assessment for specific park and recreation facilities and operations.
- **Quimby Fees Fund** is used to track the Quimby fees collected by the District

The District reports the following fiduciary fund:

- **Part-Time Employees Retirement Trust Fund** holds funds in trust for part-time employees who are enrolled in the non-elective deferred compensation plan arrangement for the benefit of employees who are not covered by another retirement system maintained by the District (see Note 12).

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds use the accrual basis of accounting.

C. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, as prescribed by the GASB and the AICPA, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

D. Investments and Investment Policy

The District has adopted an investment policy directing the General Manager to deposit funds in financial institutions. No more than 30% of the District's total investment portfolio will be invested in a single security type or with a single financial institution with the exceptions of U.S. Government Treasury securities, Ventura County Investment Pool and LAIF. Investments are to be made in the following areas:

U.S. Government Securities	Repurchase Agreements
Banker's Acceptances	Local Agency Investment Fund (LAIF)
Commercial Paper	Money Market Accounts
Negotiable Certificates of Deposit	Savings Deposits

Changes in fair value that occur during a fiscal year are recognized as unrealized gains or losses and reported for that fiscal year. Investment income comprises of investment earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

Local Agency Investment Fund

LAIF is regulated by California Government Code (Code) Section 16429 and is under the management of the State of California Treasurer's Office with oversight provided by the Local Agency Investment Advisory Board.

LAIF is carried at fair value based on the value of each participating dollar as provided by LAIF. The fair value of the District's position in LAIF is the same as the value of its pooled shared. Investments in securities of the U.S. government or its agencies are carried at fair value based on quoted market prices. Bank balances are secured by the pledging of a pool of eligible securities to collateralize the District's deposits with the bank in accordance with the Code.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Property Taxes and Special Assessments

The County of Ventura Assessor's Office assesses all real and personal property within the County each year. The County of Ventura Tax Collector's Office bills and collects the District's share of property taxes and special assessments. The County of Ventura Treasurer's Office remits current and delinquent property tax collections to the District throughout the year. Property tax in California is levied in accordance with Article 13A of the State Constitution at one percent (1%) of countywide assessed valuations.

Property taxes and special assessments receivable at year-end are related to property taxes collected by the County of Ventura which have not been credited to the District's cash balance as of June 30. The property tax calendar is as follows:

Lien date	January 1
Levy date	July 1
Due dates	November 1 and March 1
Collection dates	December 10 and April 10

F. Prepaid Items

Certain payments to vendors reflect costs or deposits applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

G. Capital Assets

Capital assets are recorded in the government-wide financial statements. Included in capital assets are PV Fields assets, land, buildings, building improvements, equipment, furniture and fixtures and vehicles. District policy has set the capitalization threshold for reporting capital assets at \$5,000. Donated assets are recorded at estimated fair value at the date of donation. Capital outlay is recorded as expenditures of the governmental funds and as capital assets in the government-wide financial statements to the extent the District's capitalization threshold is met. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

Description	Years	Description	Years
PV Fields — Buildings	39	Land improvements	15
PV Fields — Land grading	39	Assessment assets	15
PV Fields — Land improvements	39	Buildings, structures and improvements	10 to 39
PV Fields — Lighting	39	Furniture fixtures and office equipment	5 to 7
PV Fields — Other assets	5	Machinery and heavy equipment	3 to 10
PV Fields — Playground equipment	15	Playground equipment	15
PV Fields — Turf and landscaping	10	Vehicles	5
FB Fields — Ball Fields	20	FB Fields — Land improvements	20
FB Fields — Lighting	20	FB Fields — Land Grading	20
FB Fields — Turf and Landscape	20		

H. Compensated Absences

The District's policy is to permit full time and part-time year-round employees to accumulate earned vacation time, sick leave, and compensating time. Earned vacation time shall be earned by each employee subject to the accrual limitations and policies as follows for union employees:

Years of Service	Annual Accrual	Maximum Accrual
Less than 5 years of service	80	240
Over 5 years but less than 11	120	360
Over 11 years but less than 12	128	384
Over 12 years but less than 13	136	408
Over 13 years but less than 14	144	432
Over 14 years but less than 16	152	456
16 years or more	160	480
Part-time year-round	40	80

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Compensated Absences (continued)

For non-union employees, each employee is subject to the accrual limitations below for full time and part time year-round respectively:

Years of Service	Annual Accrual	Maximum Accrual
0-5 Years	80	160
6-8 Years	100	200
9-12 Years	120	240
13-15 Years	140	280
15+ Years	160	320

Years of Service	Annual Accrual	Maximum Accrual
0-5 Years	60	80
6-8 Years	75	100
9-12 Years	90	120
13-15 Years	105	140
15+ Years	120	160

Sick leave that is not used shall accumulate during subsequent years without limitation for full-time employees and will be capped at 80 hours for part-time year-round employees. Sick leave cannot be converted to vacation time, but in order to reward employees who do not utilize all of their sick leave, the District will compensate employees with 10 plus years of employment fifty percent (50%) of the unused sick leave up to 1,000 hours; employees with 5-10 years of service will be compensated at twenty-five percent (25%) of the unused sick leave up to 500 hours.

I. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pleasant Valley Recreation and Park District's California Public Employee's Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Deferred Outflows and Inflows of Resources

Pursuant to GASB Statement No. 63, "Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position," and GASB Statement No. 65, "Items Previously Reported as Assets and Liabilities," the District recognizes deferred outflows and inflows of resources.

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period. The District has one item which qualifies for reporting in this category; refer to Note 8 and Note 9 for a detailed listing of the deferred outflows of resources the District has reported.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. A deferred inflow of resources is defined as an acquisition of net position by the District that is applicable to a future reporting period. The District has one item which qualifies for reporting in this category; refer to Note 8 and Note 9 for a detailed listing of the deferred inflows of resources the District has reported.

K. Budgets

The budget is reported on the same basis as the fund types and on a basis consistent with accounting principles generally accepted in the United States of America. Additional appropriations or other changes during the fiscal year may be submitted by the department for Board review and approval.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Net Position

GASB Statement No. 63 requires that the difference between assets added to the deferred outflows of resources and liabilities added to the deferred inflows of resources be reported as net position. Net position is classified as either net investment in capital assets, restricted, or unrestricted.

Net position that is net investment in capital assets consist of capital assets, net of accumulated depreciation, and reduced by the outstanding principal of related debt. Restricted net position is the portion of net position that has external constraints placed on it by creditors, grantors, contributors, laws, or regulations of other governments, or through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of net investment in capital assets or restricted net position.

M. Fund Balances

In the financial statements, governmental funds report fund balances as non-spendable, restricted, committed, assigned or unassigned based primarily on the extent to which the District is bound to honor constraints on how specific amounts can be spent.

- Non-spendable fund balance — amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- Restricted fund balance — amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions enabling legislation.
- Committed fund balance — amounts that can only be used for specific purposes determined by formal action of the District's highest level of decision-making authority (the Board of Directors) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- Assigned fund balance — amounts that are constrained by the District's intent to be used for specific purposes. The intent can be established at either the highest level of decision-making, or by a body or an official designated for that purpose.
- Unassigned fund balance — the residual classification for the District's general fund that includes amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Board of Directors establishes, modifies or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. This is done through adoption of the budget and subsequent budget amendments that occur throughout the year.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, followed by the unrestricted, committed, assigned and unassigned resources as they are needed.

Fund Balance Policy

The District believes that sound financial management principles require that sufficient funds be retained by the District to provide a stable financial base at all times. To retain this stable financial base, the District needs to maintain an unrestricted fund balance in its funds sufficient to fund cash flows of the District and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned and unassigned fund balances are considered unrestricted.

The purpose of the District's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

N. Comparative Data/Totals Only

Comparative total data for the prior fiscal year has been presented in certain accompanying financial statements in order to provide an understanding of the changes in the District's financial position and operations. Also, certain prior fiscal amounts have been reclassified to conform to the current fiscal year financial statements presentation.

O. Other Post-Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability and deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's plan (OPEB Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

P. New Accounting Pronouncements

For the fiscal year ended June 30, 2018, the District implemented Governmental Accounting Standards Board (GASB) Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other than Pensions." This Statement is effective for periods beginning after June 15, 2017. The objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. Implementation of the GASB Statements No. 75 and the impact on the City's financial statements are explained in Note 8-Postemployment Benefits and Note 16-Restatements.

Q. Future Accounting Pronouncements

Statement No. 83	"Certain Asset Retirement Obligations"	The provisions of this statement are effective for fiscal years beginning after June 15, 2018.
Statement No. 84	"Fiduciary Activities"	The provisions of this statement are effective for fiscal years beginning after December 15, 2018.
Statement No. 87	"Leases"	The provisions of this statement are effective for fiscal years beginning after December 15, 2019.
Statement No. 88	"Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2018.
Statement No. 89	"Accounting for Interest Cost Incurred Before the End of a Construction Period"	The provisions of this statement are effective for fiscal years beginning after December 15, 2019.
Statement No. 90	"Majority Equity Interests-an Amendment of GASB Statements No. 14 and No. 61"	The provisions of this statement are effective for fiscal years beginning after December 15, 2018.

NOTE 2 - CASH AND INVESTMENTS

Cash at June 30, 2018, consists of the following:

Cash on hand	\$ 892
Deposits held with financial institutions	2,309,367
Investments	<u>9,540,432</u>
Total cash and investments	<u>\$ 11,850,691</u>

Cash and investments are presented on the accompanying basic financial statements, as follows on the next page:

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 2 - CASH AND INVESTMENTS (continued)

Cash and investments, statement of net position	\$ 11,782,287
Cash and investments, statement of fiduciary net position	<u>68,404</u>
Total cash and investments	<u>\$ 11,850,691</u>

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District had investments in LAIF and the Ventura County Investment Pool, however, these are not measured under Level 1, 2 or 3.

Level 2 Investments held by the District are the negotiable Certificates of Deposit with a market value of \$631,145.

Authorized Deposits and Investments

Under provisions of the District's investment policy, and in accordance with Section 53601 of the California Government Code, the District may invest in certain types of investments as listed in Note 1(D) to the financial statements.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The longer the maturity an investment has the greater its fair value has sensitivity to changes in market interest rates. The District's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity:

Investment Type	Carrying Amount	Remaining Maturity (in Months)			
		12 Months Or Less	13-24 Months	25-60 Months	More than 60 Months
State investment pool (LAIF)	\$ 2,138,956	\$ 2,138,956	\$ -	\$ -	\$ -
Ventura County Investment Pool	6,770,331	6,770,331			
Certificates of deposit	<u>631,145</u>		<u>631,145</u>		
	<u>\$ 9,540,432</u>	<u>\$ 8,909,287</u>	<u>\$ 631,145</u>	<u>\$ -</u>	<u>\$ -</u>

Credit Risk

State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The District has no investment policy that would further limit its investment choices. LAIF investment funds are unrated.

Investment Type	Carrying Amount	Minimum Legal Rating	Rating as of Fiscal Year End			
			AAA	A+	Baa	Not Rated
State investment pool (LAIF)	\$ 2,138,956	N/A	\$ -	\$ -	\$ -	\$ 2,138,956
Ventura County Investment Pool	6,770,331	N/A				6,770,331
Certificates of deposit	<u>631,145</u>	N/A				<u>631,145</u>
	<u>\$ 9,540,432</u>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,540,432</u>

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represents 5% or more of the total District's investments.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 2 - CASH AND INVESTMENTS (continued)

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

None of the District's deposits with financial institutions in excess of the Federal Depository Insurance Corporation's limits were held in uncollateralized accounts.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or governmental investment pools (such as LAIF and the Ventura County Investment Pool).

Investment in State Investment Pool

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in this pool is reported in the accompanying basic financial statements at the amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

The LAIF is a special fund of the California State Treasury through which local governments may pool investments. Each entity may invest up to \$50,000,000 in the fund. Investments in LAIF are highly liquid, as deposits can be converted to cash within twenty-four hours without loss of interest. Investments with LAIF are secured by the full faith and credit of the State of California.

NOTE 3 - INTERFUND TRANSACTIONS

Interfund transactions are reported as either loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables, as appropriate, and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers among governmental funds are netted as part of the reconciliation to the government-wide financial statements. Interfund transfers consist of operating transfers from funds receiving revenue to funds through which the resources are to be expended.

Transfers In/Out:

<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
Major Funds:		
General Fund	\$ -	\$ 5,802,510
Assessment District Fund		50,212
Quimby Fees Fund	<u>5,852,722</u>	
Totals	<u>\$ 5,852,722</u>	<u>\$ 5,852,722</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2018

NOTE 4 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended June 30, 2018, was as follows:

	<u>Balance</u> <u>July 1, 2017</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30, 2018</u>
Non-depreciable capital assets				
Land	\$ 22,732,253	\$ -	\$ -	\$ 22,732,253
Construction in progress		25,350		25,350
Total non-depreciable capital assets	<u>\$ 22,732,253</u>	<u>\$ 25,350</u>	<u>\$ -</u>	<u>\$ 22,757,603</u>
Depreciable capital assets:				
PV Fields-Buildings	3,849,407			3,849,407
PV Fields-Land grading	807,164			807,164
PV Fields-Land improvements	4,390,266			4,390,266
PV Fields-Lighting	2,271,285			2,271,285
PV Fields-Other assets	49,626			49,626
PV Fields-Playground equipment	86,177			86,177
PV Fields-Turf and landscaping	2,553,936			2,553,936
Freedom ball fields	516,963			516,963
Freedom ball fields lighting	225,128			225,128
Freedom ball fields land grading	305,852			305,852
Freedom ball fields turfs & landscaping	518,363			518,363
Freedom ball fields land improvements	452,855			452,855
Land improvements	8,086,568	33,200	(49,438)	8,070,330
Assessment assets	128,560			128,560
Buildings, structures and improvements	8,017,573	91,359		8,108,932
Furniture, fixtures and office equipment	357,145			357,145
Machinery and heavy equipment	445,738			445,738
Playground equipment	1,020,860			1,020,860
Vehicles	391,950			391,950
Total depreciable capital assets	<u>34,475,416</u>	<u>124,559</u>	<u>(49,438)</u>	<u>34,550,537</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 4 – CAPITAL ASSETS (continued)

Accumulated depreciation:				
PV Fields-Buildings	732,046	98,703	830,749	
PV Fields-Land grading	153,501	20,697	174,198	
PV Fields-Land improvements	834,901	112,571	947,472	
PV Fields-Lighting	431,932	58,238	490,170	
PV Fields-Other assets	39,129	332	39,461	
PV Fields-Playground equipment	42,609	5,745	48,354	
PV Fields-Turf and landscaping	1,894,171	255,394	2,149,565	
Freedom ball fields	116,316	25,848	142,164	
Freedom ball fields lighting	50,652	11,256	61,908	
Freedom ball fields land grading	68,818	15,293	84,111	
Freedom ball fields turfs & landscaping	116,631	25,918	142,549	
Freedom ball fields land improvements	101,884	22,643	124,527	
Land Improvements	7,155,927	122,902	(8,024)	7,270,805
Assessment assets	117,928	5,106	123,034	
Buildings, structures and improvements	5,256,241	234,974	5,491,215	
Furniture, fixtures and office equipment	284,352	20,032	304,384	
Machinery and heavy equipment	413,807	9,501	423,308	
Playground equipment	487,698	49,413	537,111	
Vehicles	354,889	11,036	365,925	
Total accumulated depreciation	<u>18,653,432</u>	<u>1,105,602</u>	<u>(8,024)</u>	<u>19,751,010</u>
Total depreciable capital assets, net	<u>\$ 15,821,984</u>	<u>\$ (981,043)</u>	<u>\$ (41,414)</u>	<u>\$ 14,799,527</u>
Total capital assets, net	<u>\$ 38,554,237</u>	<u>\$ (955,693)</u>	<u>\$ (41,414)</u>	<u>\$ 37,557,130</u>

Depreciation expense for the fiscal year ended June 30, 2018, was \$1,105,602.

NOTE 5 – PENSION RELATED DEBT – CALPERS SIDE-FUND

As of June 30, 2003, CalPERS implemented risk-pooling for the District's agent multiple-employer public employee defined benefit pension plan. As a result, the District's defined benefit pension plan with CalPERS converted from an agent multiple-employer plan to a cost sharing multiple-employer plan. This change in the type of the plan created the CalPERS Side-Fund, which CalPERS financed at a 7.75% interest rate. CalPERS actuarially calculated the amount needed to bring the District into the cost sharing multiple-employer plan on an equal basis with other governmental agencies who had less than 100 active and retired employees combined. The reason that CalPERS switched these governmental agencies into the cost sharing multiple-employer plan was to smooth the annual costs related to the pension benefit over a longer period of time resulting in a lower cost of service to the governmental agencies.

A portion of the District's annual required contributions to CalPERS are actuarially determined and shared by all governmental agencies within the cost sharing risk pool. Also, the District is required to make annual payments to pay-down the CalPERS Side-Fund, as well. The responsibility for paying-down the District's CalPERS Side-Fund is specific to the District and is not shared by all governmental agencies within the cost sharing risk pool. Therefore, the Side Fund falls under the definition of pension related debt, as described in GASB Statement No. 27 and recorded as liability on the District's financial statements.

On August 31, 2012, the District refinanced the pension-related debt (CalPERS side-fund liability) of \$1,881,661 to lower the interest rate to 4.450% which resulted in an economic gain of \$692,862 from the interest expense savings on the pension-related debt. The cost of debt issuance was \$48,443. Principal and interest are payable semi-annually on August 31 and February 28 each fiscal year as follows on the next page:

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 5 – PENSION RELATED DEBT – CALPERS SIDE-FUND (continued)

Fiscal Year			
<u>Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 200,000	\$ 43,610	\$ 243,610
2020	216,000	34,532	250,532
2021	232,000	24,742	256,742
2022	250,000	14,218	264,218
2023	130,000	2,893	132,893
Total	<u>\$ 1,028,000</u>	<u>\$ 119,995</u>	<u>\$ 1,147,995</u>

NOTE 6 – CERTIFICATES OF PARTICIPATION – SERIES 2017

On April 11, 2017, the District issued \$13,010,000 of refunding Certificates-of-Participation, with interest rates ranging from 2% to 5%. The proceeds were used to refund the 2009 certificates of \$12,130,000. The District had an accounting loss on the bond funding of \$880,000 which is being amortized over the life of the 2009 issuance. The District realized an economic gain of \$644,446 on the refunding.

The certificates mature November 1, 2045, as follows:

Fiscal Year			
<u>Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 265,000	\$ 492,817	\$ 757,817
2020	275,000	484,869	759,869
2021	290,000	471,119	761,119
2022	300,000	459,519	759,519
2023	310,000	447,519	757,519
2024-2028	1,750,000	2,048,194	3,798,194
2029-2033	2,085,000	1,716,837	3,801,837
2034-2038	2,480,000	1,323,099	3,803,099
2039-2043	3,005,000	791,200	3,796,200
2044-2046	2,105,000	170,600	2,275,600
Total	<u>\$ 12,865,000</u>	<u>\$ 8,405,773</u>	<u>\$ 21,270,773</u>

NOTE 7 – LEASE PAYABLE

On July 1, 2015, the District entered into a lease agreement with the Government Capital Corporation in order to purchase Springbook software. The lease carries an interest rate of 4.644% with four yearly payments of \$17,674. Future minimum lease payments are as follows:

Fiscal Year		Amount
<u>Ending June 30,</u>		
2019		\$ 17,674
Total minimum lease payments		17,674
Less amount representing interest		(784)
Present value on net minimum lease payments		<u>\$ 16,890</u>

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE OTHER THAN PENSIONS

Plan Description

The District pays a portion of the cost of health insurance for retirees under any group plan offered by CalPERS, subject to certain restrictions as determined by the District. The District offers post-employment medical benefits to retired employees who satisfy

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE (continued)

the eligibility rules (5-years of service). Dependents are also eligible to receive benefits. Retirees may enroll in any plan available through the District's CalPERS medical program. The contribution requirements of Plan members and the District are established and may be amended by the Board of Directors. The District will reimburse the retiree for retiree and/or retiree's dependent health insurance premiums (medical) up to a maximum of \$128 per month. At June 30, 2018, there were forty-two eligible employees, with seven retirees currently receiving benefits.

Funding Policy

The District accounts for this benefit on a pay-as-you-go basis. Postemployment expenditures are made from the General Fund, which is maintained on the modified accrual basis of accounting. For the fiscal year ended June 30, 2018, the District paid \$11,571 in contributions.

Employees Covered

As of the June 30, 2017 actuarial valuation, the following current and former employees were covered by the benefit terms under the District's plan:

Active plan members	42
Inactive plan members of beneficiaries currently receiving benefits	<u>7</u>
	<u>49</u>

OPEB Liability

The District's OPEB Liability was measured as of June 30, 2017 and the total OPEB liability used to calculate the net OPEB Liability was determined by an actuarial valuation as of June 30, 2017. Standard actuarial update procedures were used to project/discount from valuation to measurement dates.

Actuarial assumptions. The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Salary increases	3.25%
Healthcare cost trend rate	7.95% pre age 65, 5.15% post 65
Assumed wage inflation	2.25%
General inflation rate	2.25%

Pre-retirement mortality rates used in this valuation are those used in the most recent CalPERS valuations.

Discount rate. GASB 75 requires a discount rate that reflects the following:

- a) The long-term expected rate of return on OPEB plan investments to the extent that the OPEB plan's fiduciary net position (if any) is projected to be sufficient to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return;
- b) A yield or index for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher-to the extent that the conditions in (a) are not met.

To determine a resulting single (blended) rate, the amount of the plan's fiduciary net position (if any) and the amount of projected benefit payments is compared to each period of projected benefit payments. The discount rate used to measure the District's total OPEB liability is based on these requirements and the following information:

Reporting Date	Measurement Date	Long-Term Expected Return of Plan Investments (if any)	Municipal Bond 20 Year High Grade Rate Index	Discount Rate
June 30, 2018	June 30, 2017	N/A	3.58%	3.58%

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE (continued)

Changes in the OPEB Liability

	<u>Total OPEB Liability</u>
Balance at June 30, 2017 (Valuation Date June 30, 2016)	\$ 910,062
Changes recognized for the measurement period:	
Service cost	37,677
Interest cost	26,847
Changes of benefit terms	
Difference between expected and actual experience	(15,167)
Changes of assumptions	(107,163)
Benefit payments	<u>(11,571)</u>
Net Changes	<u>(69,377)</u>
Balance at June 30, 2018 (Measurement Date June 30, 2017)	<u>\$ 840,685</u>

Sensitivity of the OPEB liability to changes in the discount rate. The following presents the OPEB liability, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.58) or 1-percentage point higher (4.58) than the current discount rate:

	1% Decrease 2.58%	Current 3.58%	1% Increase 4.58%
OPEB Liability	\$ 992,447	\$ 840,685	\$ 720,346

Sensitivity of the OPEB liability to changes in the healthcare cost trend rates. The following presents the OPEB liability, as well as what the OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease 2.58%	Current 3.58%	1% Increase 4.58%
OPEB Liability	\$ 709,969	\$ 840,685	\$ 1,008,755

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2018, the District recognized OPEB expense of \$51,612. As of the fiscal year ended June 30, 2018, the District reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
OPEB contributions subsequent to measurement date	\$ 11,571	\$ -
Difference between expected and actual experience in the measurement of TOL		13,566
Change in assumptions		95,852
	<u>\$ 11,571</u>	<u>\$ 109,418</u>

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows on the following page:

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS PAYABLE (continued)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB (continued)

Fiscal year ending June 30,	Amount
2019	\$ (1,341)
2020	(12,912)
2021	(12,912)
2022	(12,912)
2023	(12,912)
Thereafter	(44,858)
	<u>\$ (97,847)</u>

NOTE 9 – PENSION PLAN

A. General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the District's Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for nonduty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2018, are summarized as follows:

	Miscellaneous		
	Prior to March 12, 2011	March 12, 2011 through December 31, 2012	On or after January 1, 2013
Hire Date			
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50	50-65	52-67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.0% to 2.5%	1.0% to 2.5%
Required employee contribution rates	8%	7%	6.250%
Required employer contribution rates	9.539% + \$239,623	7.200% + \$961	6.533% + \$316

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan is determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 9 -- PENSION PLAN (continued)

A. General Information about the Pension Plans (continued)

Contributions (continued)

additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Contributions to the pension plan from the District were \$367,229 for the fiscal year ended June 30, 2018.

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

At June 30, 2018, the District reported a liability of \$4,673,053 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2016 rolled forward to June 30, 2017 using standard roll-forward procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all Pension Plan participants, actuarially determined. At June 30, 2017, the District's proportion was 0.04712% and at June 30, 2016 the District's proportion was 0.05434%, a decrease of 0.00721%.

For the fiscal year ended June 30, 2018, the District recognized pension expense of \$989,313. Pension expense represents the change in the net pension liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions or method, and plan benefits. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 5,956	\$ 85,336
Changes in assumptions	739,046	56,353
Net difference between projected and actual earnings on retirement plan investments	167,142	
Changes in proportion and differences between District contributions and proportionate share of contributions		183,960
Adjustment due to differences in proportion	362,744	452,026
District contributions subsequent to the measurement date	367,229	
	<u>\$ 1,642,117</u>	<u>\$ 777,675</u>

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to net pension liability to be recognized in future periods in a systematic and rational manner. \$367,229 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2019.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in the pension expense as follows:

Fiscal Year Ending June 30,	Amount
2019	\$ 240,290
2020	253,400
2021	102,758
2022	(99,235)
	<u>\$ 497,213</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 9 – PENSION PLAN (continued)

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Actuarial Assumptions

The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions:

	Miscellaneous
Valuation Date	June 30, 2016
Measurement Date	June 30, 2017
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Payroll Growth	3%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return (1)	7.00%
Mortality (2)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	2% until PPPA floor on purchasing power applies 2.75% thereafter

(1) Net of pension plan investment and administrative expenses including inflation.

(2) The mortality table used was developed based on CalPERS' specific data.

The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the 2014 experience study report.

Changes in Assumptions

In December 2016, as part of the Asset Liability Management (ALM) review cycle, the CalPERS Board approved to lower the financial reporting discount rate for PERF B from 7.65% to 7.15%.

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for public agency plans (including PERF C), CalPERS stress tested plans that would be most likely resulted in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing of the plans, the tests revealed the assets would not run out. Therefore, the current 7.15 percent discount rate is appropriate, and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees Retirement Fund, including PERF C. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS' website under the GASB 68 section.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2022. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB No. 67 and No. 68 calculations through at least the 2021-22 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as they have changed their methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2018

NOTE 9 – PENSION PLAN (continued)

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Discount Rate (continued)

approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1-10(a)	Real Return Years 11+(b)
Global Equity	47.0%	4.90%	5.38%
Global Fixed Income	19.0%	0.80%	2.27%
Inflation Sensitive	6.0%	0.60%	1.39%
Private Equity	12.0%	6.60%	6.63%
Real Estate	11.0%	2.80%	5.21%
Infrastructure and Forestland	3.0%	3.90%	5.36%
Liquidity	2.0%	-0.40%	-0.90%
Total	100%		

(a) An expected inflation of 2.5% was used for this period.

(b) An expected inflation of 3.0% was used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in Discount Rate

The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 7.15 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.15 percent) or 1- percentage point higher (8.15 percent) than the current rate:

	1% Decrease 6.15%	Discount Rate 7.15%	1% Increase 8.15%
District's proportionate share of the net pension plan liability	\$ 7,109,160	\$ 4,673,053	\$ 2,655,426

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

C. Payable to Pension Plan

At June 30, 2018, the District had no amount outstanding for contributions to the pension plan required for the fiscal year ended June 30, 2018.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2018

NOTE 10 – LONG-TERM DEBT

The following is a summary of long-term liability for the fiscal year ended June 30, 2018:

	Balance July 1, 2017	Increases	Decreases	Restatement	Balance June 30, 2018	Due within One year
Compensated absences	\$ 381,077	\$ 128,374	\$ (74,075)	\$ -	\$ 435,376	\$ 108,844
Notes payable - pension related debt	1,214,000		(186,000)		1,028,000	200,000
2017 Certificates of participation	13,010,000		(145,000)		12,865,000	265,000
Certificates of participation premium	76,584		(2,854)		73,730	2,854
Capital lease payable - software	33,031		(16,141)		16,890	16,890
Other post employment benefits	153,141	64,524	(133,901)	756,921	840,685	
Net pension liability	4,701,684	989,313	(1,017,944)		4,673,053	
Total	\$ 19,569,517	\$ 1,182,211	\$ (1,575,915)	\$ 756,921	\$ 19,932,734	\$ 593,588

NOTE 11 – DEFERRED COMPENSATION SAVINGS PLAN – FULL-TIME EMPLOYEES

For the benefit of its employees, the District participates in two 457 Deferred Compensation Programs (Programs). The purpose of these Programs is to provide deferred compensation for public employees that elect to participate in the Programs. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death or unforeseeable emergency.

Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the District is in compliance with this legislation. Therefore, these assets are not the legal property of the District and are not subject to claims of the District's general creditors. Market value of the plan assets held in trust by ICMA Retirement Corporation and MetLife at June 30, 2018 was \$774,071 and \$68,404 respectively.

The District has implemented GASB Statement No. 32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. Since the District has little administrative involvement and does not perform the investing function for this plan, the assets and related liabilities are not shown on the statement of net position.

NOTE 12 – DEFERRED COMPENSATION SAVINGS PLAN – PART-TIME EMPLOYEES

Part-time employees are covered by a deferred compensation plan in accordance with Internal Revenue Code Section 457 (Plan). The Plan is a non-elective deferred compensation arrangement for the benefit of employees who are not covered by another retirement system maintained by the District. Under the Plan, an eligible Participant accrues a monthly benefit that is equal to one-twelfth (1/12) of an amount equal to 2% of the Participant's average annual compensation times years of service up to 30 years. Distributions from the Plan are made only when the Participant has separated from service and the Participant's accrued benefits are non-forfeitable.

With certain limitations, a Participant may elect the time and manner by which his or her deferred amounts will be distributed. The election must be made prior to the date any such amounts become payable to the Participant. If the Participant fails to make a timely election concerning distribution of the deferred amounts, the amounts shall be in a lump sum distribution as prescribed by the Plan. The manner and time of benefit payout must meet the distribution requirements of the Internal Revenue Code Section 401(a) and 457(d)(2).

The Plan provides that all amounts deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, or rights will remain (until made available to the participant) solely the property and rights of the District, subject only to claims of such District's general creditors. The rights of any Participant or beneficiary to payments pursuant to the Plan are non-assignable, and his interest in benefits under the Plan is not subject to attachment, garnishment or other legal process. Currently, one retired employee is receiving monthly benefit check from this Plan and three retired employees are receiving an annual benefit.

In 2011, the assets of the Plan were transferred to the Part-Time Employees Retirement Trust Fund, with the District remaining the trustee of the Plan, and held as a fiduciary fund of the District in the accompanying financial statements.

NOTE 13 – DEFERRED OUTFLOWS OF RESOURCES-REFUNDING OF DEBT

At June 30, 2018, deferred outflows of resources, reported in the statement of net position relating to the defeasance of the 2009 general obligation bonds, consisted of the following:

	<u>Governmental Activities</u>
Deferred charge of refunding	\$ 625,652

NOTE 14 – RISK MANAGEMENT

The District is a member of the Park and Recreation District Employee Compensation with the California Association for Park and Recreation Insurance (CAPRI).

A. Description of CAPRI

CAPRI is comprised of 63 members and is organized under a Joint Exercise Powers Agreement pursuant to the California Government Code. The purpose of the CAPRI is to arrange and administer programs of insurance, risk management, and loss prevention for the pooling of self-insured losses and to purchase excess insurance coverage.

CAPRI is governed by a separate board of directors, which is comprised of seven directors elected from the member districts. The board controls the operations of CAPRI, including selection of management and approval of operating budgets.

B. Self-Insurance Programs of CAPRI

General and auto liability, public officials and employees' liability programs have total risk financing insurance limits of \$1,000,000 with various deductibles of \$2,000 to \$20,000 per occurrence. Excess insurance has been purchased by the District above the self-insurance limits. In addition to the above, the District also has the following insurance coverage:

- All-Risks property loss coverage including boiler and machinery coverage, is subject to a \$2,000 deductible per occurrence payable by the District.
- Flood and earthquake coverage with an annual aggregate limit of \$5,000,000 per occurrence for earthquakes and \$10,000,000 for flood for all member districts. The deductible for all loss or damage arising from the risks of flood is \$20,000 and/or earthquake is \$50,000 per occurrence or 5% of the value of the building, contents and/or structure, whichever is greater.
- Workers' compensation insurance up \$350,000 limits.

Settled claims have not exceeded any of the coverage amounts in any of the last three fiscal years and there were no reductions in the District's insurance coverage during the years ending June 30, 2018, 2017, and 2016. Liabilities are recorded when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated net of the respective insurance coverage. Liabilities include an amount for claims that have been incurred but not reported (IBNR). There were no IBNR claims payable as of June 30, 2018, 2017, and 2016.

NOTE 15 – CONTINGENCIES

Litigation

In the ordinary course of operations, the District is subject to other claims and litigation from outside parties. After consultation with legal counsel, the District believes the ultimate outcome of such matters will not materially affect its financial condition.

NOTE 16 – RESTATEMENTS

Due to the implementation of GASB Statement No. 75, an adjustment is required to the OPEB liability of \$(756,921) at June 30, 2017 in the governmental activities and the government-wide statements of net position.

REQUIRED SUPPLEMENTARY INFORMATION

PLEASANT VALLEY RECREATION AND PARK DISTRICT
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2018

	General Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Property taxes	\$ 6,126,646	\$ 6,126,646	\$ 6,323,491	\$ 196,845
Charges for services:				
Special assessments				
Registration and other fees	706,374	706,374	702,291	(4,083)
Facility and other rental fees	649,751	649,751	573,018	(76,733)
Operating grants and contributions	70,000	70,000	85,570	15,570
Capital grants and contributions			16,500	16,500
Investment earnings	18,690	18,690	42,416	23,726
Other revenues	161,290	161,290	430,276	268,986
Total revenues	<u>7,732,751</u>	<u>7,732,751</u>	<u>8,173,562</u>	<u>440,811</u>
Expenditures				
Salaries and benefits	4,136,484	4,136,484	3,538,112	598,372
Materials and services	3,217,439	3,217,439	3,533,855	(316,416)
Capital outlay	804,400	804,400	124,706	679,694
Debt service:				
Principal			347,141	(347,141)
Interest	246,409	246,409	299,987	
Total expenditures	<u>8,404,732</u>	<u>8,404,732</u>	<u>7,843,801</u>	<u>614,509</u>
Excess of revenues over (under) expenditures	<u>(671,981)</u>	<u>(671,981)</u>	<u>329,761</u>	<u>1,055,320</u>
Other Financing Sources (Uses)				
Transfer out			(5,802,510)	(5,802,510)
Total other financing sources and uses			<u>(5,802,510)</u>	<u>(5,802,510)</u>
Net change in fund balance	(671,981)	(671,981)	(5,472,749)	(4,800,768)
Fund balance - beginning of fiscal year	10,744,125	10,744,125	10,744,125	
Fund balance - end of fiscal year	<u>\$ 10,072,144</u>	<u>\$ 10,072,144</u>	<u>\$ 5,271,376</u>	<u>\$ (4,800,768)</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For Fiscal Year Ended June 30, 2018

	Assessment District Fund			Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Charges for services:				
Special assessments	\$ 1,072,301	\$ 1,072,301	\$ 1,067,075	\$ (5,226)
Investment earnings	389	389	1,007	618
Total revenues	<u>1,072,690</u>	<u>1,072,690</u>	<u>1,068,082</u>	<u>(4,608)</u>
Expenditures				
Salaries and benefits	120,380	120,380	82,305	38,075
Materials and services	557,500	557,500	515,853	41,647
Debt service:				
Principal				
Interest	392,859	392,859	247,859	145,000
Total expenditures	<u>1,070,739</u>	<u>1,070,739</u>	<u>846,017</u>	<u>224,722</u>
Excess of revenues over (under) expenditures	<u>1,951</u>	<u>1,951</u>	<u>222,065</u>	<u>220,114</u>
Other Financing Sources (Uses)				
Transfers out			(50,212)	(50,212)
Total other financing sources and uses			<u>(50,212)</u>	<u>(50,212)</u>
Net change in fund balance	1,951	1,951	171,853	169,902
Fund balance - beginning of fiscal year	<u>(50,931)</u>	<u>(50,931)</u>	<u>(50,931)</u>	
Fund balance - end of fiscal year	<u>\$ (48,980)</u>	<u>\$ (48,980)</u>	<u>\$ 120,922</u>	<u>\$ 169,902</u>

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 SCHEDULE OF CHANGES IN THE OPEB LIABILITY
 Last 10 Years*
 FOR THE FISCAL YEAR ENDED JUNE 30, 2018

Measurement Period	<u>2017</u>
Total OPEB liability	
Service Cost	\$ 37,677
Interest on the total OPEB liability	26,847
Actual and expected experience difference	(15,167)
Changes in assumptions	(107,163)
Benefit payments	<u>(11,571)</u>
Net change in total OPEB liability	(69,377)
Total OPEB liability-beginning	<u>910,062</u>
Total OPEB liability-ending	<u><u>\$ 840,685</u></u>

*-Fiscal year 2018 was the 1st year of implementation, therefore only one year is shown.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
SCHEDULE OF OPEB CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

The District's contributions for the fiscal year ended was \$11,571. The District did not have an actuary calculate the Actuarially Determined Contribution for the fiscal year ended June 30, 2018, therefore, the District does not need to comply with the GASB 75's Required Supplementary Information requirements.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
 SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
 Last 10 Years*
 As of June 30, 2018

The following table provides required supplementary information regarding the District's Pension Plan.

	2018	2017	2016	2015
Proportion of the net pension liability	0.05032%	0.05434%	0.05172%	0.04365%
Proportionate share of the net pension liability	\$ 4,673,053	\$ 4,701,684	\$ 3,550,158	\$ 2,715,962
Covered- payroll	\$ 2,333,876	\$ 2,100,839	\$ 2,058,236	\$ 2,127,640
Proportionate share of the net pension liability as percentage of covered payroll	200.23%	223.80%	172.49%	127.65%
Plan's total pension liability	\$37,161,348,332	\$33,358,627,624	\$31,771,217,402	\$30,829,966,631
Plan's fiduciary net position	\$27,244,095,376	\$24,705,532,291	\$24,907,305,871	\$24,607,502,515
Plan fiduciary net position as a percentage of the total pension liability	73.31%	74.06%	78.40%	79.82%

Notes to Schedule:

Changes in assumptions-In 2017, as part of the Asset Liability Management review cycle, the discount rate was changed from 7.65% to 7.15%.

Changes in assumptions-In 2016, the discount rate was changed from 7.5 percent (net of administrative expense) to 7.65 percent to correct for an adjustment to exclude administrative expense.

Changes in assumptions - In 2015, amounts reported as changes in assumptions resulted primarily from adjustments to expected retirement ages of general employees.

*- Fiscal year 2015 was the 1st year of implementation, therefore only four years are shown.

PLEASANT VALLEY RECREATION AND PARK DISTRICT
SCHEDULE OF PENSION CONTRIBUTIONS
 Last 10 Years*
 As of June 30, 2018

The following table provides required supplementary information regarding the District's Pension Plan.

	2018	2017	2016	2015
Contractually required contribution (actuarially determined)	\$ 367,229	\$ 364,537	\$ 347,493	\$ 273,584
Contribution in relation to the actuarially determined contributions	<u>(367,229)</u>	<u>(364,537)</u>	<u>(347,493)</u>	<u>(273,584)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered- payroll	\$ 2,333,876	\$2,333,876	\$2,100,839	\$2,058,236
Contributions as a percentage of covered payroll	15.73%	15.62%	16.54%	13.29%

Notes to Schedule

Valuation Date:	6/30/2014
Methods and assumptions used to determine contribution rates:	
Discount Rate	7.50%
Inflation	2.75%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.5% Net of Pension Plan Investment and Administrative Expenses; includes Inflation
Mortality Rate Table (1)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter

(1) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the 2014 experience study report.

Valuation Date:	6/30/2015
Discount Rate	7.65%
Valuation Date:	6/30/2016
Discount Rate	7.15%

*- Fiscal year 2015 was the 1st year of implementation, therefore only four years are shown.

**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: March 6, 2019

**SUBJECT: CONSIDERATION AND APPROVAL OF PROPOSED
CHANGES TO THE UNREPRESENTED EMPLOYEE
MANUAL**

RECOMMENDATION

It is recommended the Board approve the proposed changes to the current Unrepresented Employee Manual.

BACKGROUND

In 2016 the District adopted an updated Employee Manual that included policies and procedures and articles that overlapped with the Memorandum of Understanding with SEIU and the District.

ANALYSIS

District management and staff have been working in the following two manuals; SEIU MOU and the Employee Manual together for over three years, in doing so we have discovered there are overlapping policies which make it difficult to administer and determine which rule applies to a particular staff member. We are proposing the removal of the rules, regulations and government laws that must be acknowledged and conformed to by all District personnel and placing said articles in a District Personnel Policies and Procedures document that will stand alone.

The articles in the following table will define which are to be removed and which will need the language updated:

Article #	Subject	Existing	Proposal	Reason for Change
2C	Introductory Period	<p>All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the introductory period is to train, observe and evaluate the employee. During this time, an employee will learn their responsibilities, get acquainted with fellow co-workers, and their employer will determine whether or not they are satisfied with the employee performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at the conclusion of the 90-day introductory period. Employees within their introductory period do not receive District benefits unless stated in this manual.</p> <p>Initial Probation It is understood that the probationary period will normally last for one (1) year from the date of appointment but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eight (1,680) hours.</p> <p>Promotional Probation It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).</p>	Items in red have been removed.	This change was recommended by the District's attorney to strengthen our At-Will process.

Article #	Subject	Existing	Proposal	Reason for Change
3	Leave of Absence	<p>During the introductory period, full time and part time year round employees are eligible for health insurance, paid holidays upon hire date, and accrue vacation and sick time. After the 90 day introductory period, an employee may utilize their accrued vacation and sick time. Throughout the introductory period they may not make use of any accrued leave including vacation, sick, jury duty, bereavement and any other special days.</p> <p>The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave will be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.</p> <p>The term "immediate family" is defined as current spouse, registered domestic partner, child, stepchild, parent, stepparent, legal guardian, sibling, stepsibling, grandparent, great grandparent, grandchild, independent adult children; and relatives of spouses or registered domestic partners falling within the same categories. For employees who have taken a leave of absence, the District will continue to pay its share of premiums for eligible employees' medical benefits for up to 12 weeks of leave to the extent permitted by law, or unless otherwise stated herein. Employees must continue to pay their share of benefits during this 12-week period by making bi-weekly payments to the District or insurance carrier for the amount of the applicable premium. At the conclusion of 12 weeks, if the employee has not returned from leave, the employee will be required to</p>	<p>The information in red has been removed and placed in the Personnel Policy and Procedure Manual</p>	<p>This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.</p>

Article #	Subject	Existing	Proposal	Reason for Change
3B	Management Leave	<p>pay his/her own premiums to continue medical coverage, or may become eligible for COBRA in lieu of continued participation in the District's group medical benefits to the extent permitted by law. Failure to pay the employee's share during the 12-week leave or to pay the entire premium after the 12-week period has ended (if applicable) may result in termination of coverage.</p> <p>Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.</p> <p>Employees should contact the Administrative Services Manager or designee for further information.</p> <p>It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District provides regular exempt employees with 80 hours of additional leave per calendar year to be used at the employees' discretion with the General Manager's or Department Manager's approval.</p> <p>The 80 hours will be distributed to employees in two intervals. The initial 40 hours will be entered on the first paycheck in January; the final distribution will be entered on the first paycheck in July.</p> <p>Twenty (20) hours of time earned in January may be carried over into the second half of the year with approval from the General Manager prior to June 30th. The remaining time must be utilized by the last paycheck of December; there is no cash value for management leave.</p>	<p>Include: Exempt employees are required to perform a minimum of four (4) hours of work per day; if less than four (4) hours of work per day is performed it is expected that the employee record their time not worked as management leave or one of the other appropriate leave types. If the exempt employee works anything other than their normal work day it is expected that they receive approval from the General Manager or designee.</p> <p>The 20 hours will be accrued the first pay dates in January, April, July and October. The</p>	<p>This change is proposed to clearly define the expectations of an exempt employee.</p> <p>The distribution of Management Leave has been adjusted from receiving 40 hours twice a year to 20 hours four times a year, there is a cash value upon separation of service associated with Management Leave, by capping the accrual at 20 hours each quarter we limit the District's</p>

Article #	Subject	Existing	Proposal	Reason for Change
4B-D; G & H; K	Benefits	Deferred Compensation 457 Plan, Insurance Programs, Workers' Compensation; Training Programs...., Compensation During Travel; ADA	maximum accrual cap is twenty (20) hours per quarter, and quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually. All removed to the Personnel Policy and Procedure Manual	financial liability without removing a benefit from the exempt employees. These belong in the Personnel Policies and Procedures Manual because they cover all eligible employees in the District.
5E	Personnel Files		Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.
6A	Punctuality and Attendance		Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.
6B	Disciplinary Action	Violation of the law, District policies and rules may warrant disciplinary action. The District may impose disciplinary measures. The system is not formal and the District may, in its sole discretion, utilize whatever form	Violation of the law, District policies and rules may warrant disciplinary action. The District may, in its sole	This change was recommended by the District's attorney to

Article #	Subject	Existing	Proposal	Reason for Change
		<p>of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.</p> <p>Supervisors are expected to counsel, or give a warning regarding an employee's performance, conduct, attitude or for some other reason as needed. Supervisors will document all disciplinary actions and employees are allowed to submit their own written response. In certain cases, employees may be terminated without prior counseling or warnings.</p> <p>The individual circumstances, nature of the offense, and the employee's prior work record may be used among other factors to determine the appropriate action to be taken. While the District attempts to notify employees when their performance or behavior is unsatisfactory, the District may elect to terminate any employee at any time depending on the nature and/or seriousness of the infraction.</p> <p>Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:</p> <ul style="list-style-type: none"> • Counseling Session • Verbal Warning • Written Warning • Probation • Demotion • Reduction in pay 	<p>discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.</p> <p>Information in red has been removed.</p>	<p>strengthen our At-Will process.</p>

Article #	Subject	Existing	Proposal	Reason for Change
		<ul style="list-style-type: none"> • Suspension with or without pay • Transfer or reduction in working hours • Withholding of wage increase • Termination 		
		<p>1. Admonishment or Reprimand Admonishment and reprimand represent the two mildest forms of disciplinary action and neither type results in the loss of pay for the employee. These actions may be oral or written and constitute only a warning to the employee that he is not satisfactorily fulfilling the duties and responsibilities of their position. If the admonishment or reprimand is written and a copy is sent to the Administrative Services Manager, it shall become part of the employee's official personnel file. If a grievance is sustained then the written reprimand shall be purged from the record. No record of an oral reprimand shall be placed in the employee's official personnel file unless subsequent action is necessary. The Supervisor shall, however, make note of the date, time and content of the warning. Such records shall be made with full knowledge of the affected employee, and evidenced by the employee's signature and date.</p> <p>2. Demotion/Reduction in Pay The appointing authority may demote or reduce in pay any employee whose ability to perform his required duties falls below standard, or for other disciplinary purposes. Such demotion/reduction in pay may be for a specified period of time with the understanding that the employee may be reinstated to the class from which he was demoted provided that agreed upon conditions set by the appointing authority are met to the satisfaction of</p>		

Article #	Subject	Existing	Proposal	Reason for Change
		<p>the appointing authority. No employee shall be demoted to a position for which he does not possess the minimum qualifications.</p> <p>3. Suspension</p> <p>The appointing authority may suspend a regular employee from his position at any time for cause. The appointing authority may suspend an employee not to exceed twenty (20) working days. No employee shall be penalized by suspension for more than twenty (20) working days in any twelve (12) month period for disciplinary reasons. Suspensions shall be reported immediately to the Administrative Services Manager.</p> <p>4. Discharge</p> <p>An employee may be discharged for cause at any time by the appointing authority. Whenever it is the intention of the appointing authority to discharge an employee, the Administrative Services Manger shall be notified. Any employee who has been discharged shall be entitled to pre-disciplinary procedural due process.</p>		
6C	Off Duty Conduct		Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.
6D	Outside Business or Employment		Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible

Article #	Subject	Existing	Proposal	Reason for Change
6F	Drug and Alcohol Abuse		Removed to the Personnel Policy and Procedure Manual	employees in the District. This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.
6G	Business Conduct and Ethics		Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.
6H	Conflict of Interest; Gifts; Gratuities; Political Activity Policy (ADDED)	<p>Employees shall adhere to all applicable rules or policies and state law regarding conflicts of interest, and shall not take part in, or attempt in any manner to influence the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee must disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such manner.</p> <p>Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was intended to</p>	Add this section to the Employee Manual	This section has been added to further define the Conflict of Interest as it applies to the unrepresented employees – the Policy and Procedure Manual has further information.

Article #	Subject	Existing	Proposal	Reason for Change
6I	Anti-Harassment	<p>influence them or could be expected to influence them in the performance of their official duties, or was intended as a reward for any official action on their part.</p> <p>(a) Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.</p> <p>(b) An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.</p> <p>Political activities of all employees shall be governed by the applicable provisions of State and Federal law.</p>	Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.
7A-D; F; H-I; K-L; P	Wages	<p>Work Schedules, Alternative Work Schedule – 9/80, Timekeeping Requirements, Administrative Pay Corrections; Payroll Records; Direct Deposit, Pay for Mandatory Meetings/Training; Meal and Rest Periods, Business Expense Reimbursement; Advances</p>	Removed to the Personnel Policy and Procedure Manual	This belongs in the Personnel Policies and Procedures Manual because it covers all eligible employees in the District.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

It is recommended the Board approve the proposed changes to the current Unrepresented Employee Manual.

ATTACHMENTS

- 1) Draft with Redline Changes - Unrepresented Employee Manual (57 pages)
- 2) Final Unrepresented Employee Manual (35 pages)



UNREPRESENTED EMPLOYEE MANUAL

Administrative Office
(Community Center/Senior Center)
1605 E. Burnley St., Camarillo 93010

Parks Department Office
(Located at Freedom Park)
480 Skyway Dr., Camarillo 93010
(805) 482-5396

DRAFT

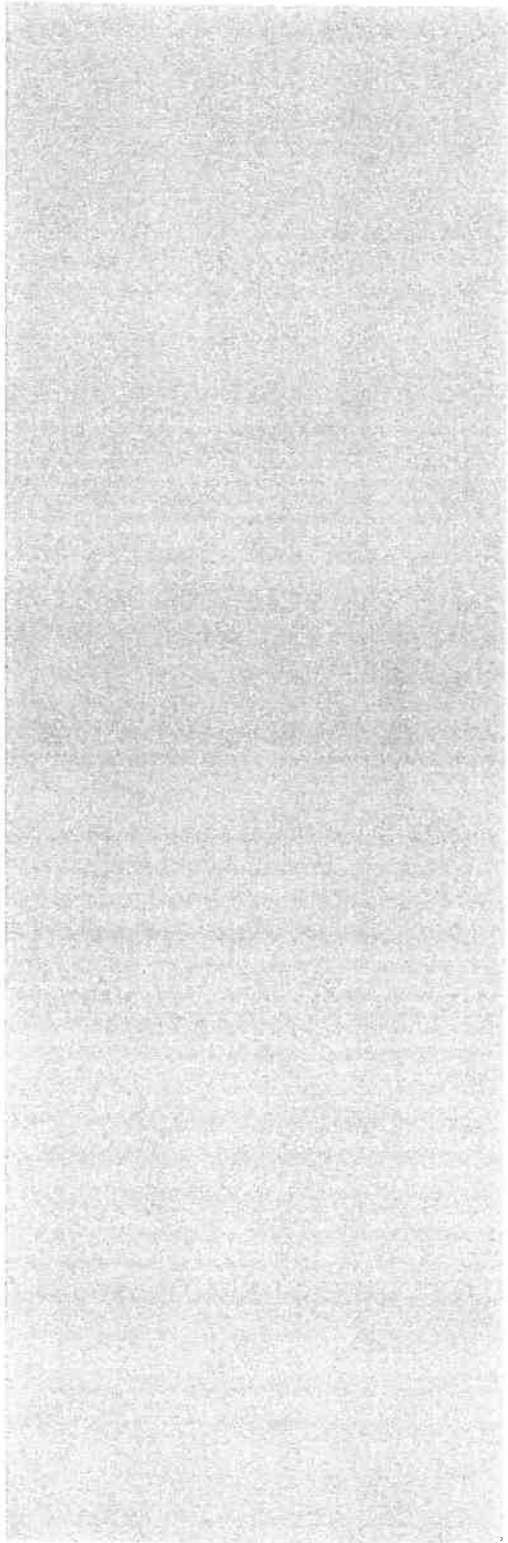


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ARTICLE 1 – GENERAL INFORMATION

A. Purpose and Intent

It is the purpose of this ~~policy~~ Unrepresented Employee Manual (Manual) is to establish a system of uniform and appropriate personnel policies and procedures which will provide the Pleasant Valley Recreation and Park District with a productive, efficient, stable and representative workforce by incorporating the following principles:

- Recruiting, selecting and advancing employees on the basis of their relative ability, education, training, knowledge, and skills relevant to the work to be performed and providing progressive employment programs which encourage and support employee development.
- Establishing and maintaining a uniform plan of classification and pay based upon the relative duties and responsibilities of positions.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination based on race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation or disability with proper regard for their privacy and constitutional rights.
- Establishing ethical standards of conduct required of employees which will promote the proper operation.

B. Scope

This ~~policy~~ Manual shall govern and affect personnel administration for all ~~unrepresented~~ employees of the Pleasant Valley Recreation and Park District, unless otherwise specified below:

- Board –of Directors of the Pleasant Valley Recreation & Park District
- General Manager
- General Counsel
- ~~Superintendents and Department Managers~~
- Volunteer personnel who provide services to the District without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the District)
- Outside and independent contractors, engaged to provide expert, professional, technical or other services

- Regular employees who have entered into a written employment agreement with the District, unless otherwise specified in the employment agreement

~~This Personnel Policy is not intended to and does not supersede conflicting provisions of collective bargaining agreements to which the Pleasant Valley Recreation and Parks is a party specifically, the Memorandum of Understanding (MOU). The Personnel Policy manual shall also not supersede any local, State, or Federal statutes, rules, and/or regulations. To the extent that this Manual conflicts or is inconsistent with any applicable local, State, or Federal law, or the Personnel Policy and Procedure Manual, the terms and conditions of said local, State, or Federal law shall apply over this Manual.~~

~~In addition, unrepresented employees can refer to the Personnel Policy and Procedure Manual for All Employees for further information regarding their employment rights and obligations, to the extent such information is not addressed in this Manual. To the extent that this Manual conflicts or is inconsistent with the Personnel Policy and Procedure Manual, the terms and conditions of this Manual shall apply over the Personnel Policy and Procedure Manual. It is the intent of this policy that the general principles stated will serve as a basis for personnel policy.~~

C. Right to Revise

~~This employee manual Manual provides employment policies and practices for unrepresented employees of the District in effect at the time of publication. All previously issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this manual Manual are superseded.~~

~~The General Manager is authorized to issue written administrative orders to establish procedures and practices for administration of the all District personnel system and to interpret or clarify any provisions of the manual Manual.~~

~~The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this manual Manual or in any other document. However, any such changes must be in writing and must be signed by the General Manager and approved by the Board of Directors of the District.~~

~~Any changes to this manual Manual will be distributed in writing to all affected employees so that employees will be aware of the new policies or procedures. No oral statements, representations, or conduct can in any way alter the provisions of this manual Manual.~~

~~Except as provided by law or local regulation, this manual Manual sets forth the entire agreement between the unrepresented employees and the District as to employment with the District. Nothing in this employee manual Manual or in any other personnel document, including benefit plan descriptions, creates or is~~

intended to create a promise or representation of continued employment for any employee. District employees, including unrepresented employees, remain employed at-will at all times.

D. At-Will Employment

~~All~~ District personnel are employed on an at-will basis and ~~Employment at-will~~ may be terminated with or without cause and with or without notice at any time by the ~~employee or the District~~. Nothing in this ~~manual~~ Manual shall limit the right to terminate at-will employment. No Superintendent, Manager, Supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of Pleasant Valley Recreation and Park District have the authority to make any such agreement with the General Manager, which is binding only if it is in writing and signed by both parties.

ARTICLE 2 – EMPLOYMENT INFORMATION

A. Exempt Employees

An exempt employee based on duties and responsibilities, does not fall under certain wage and time requirements of federal and state regulations. An exempt employee does not receive overtime or compensatory time off. Exempt employees are required to record their hours worked on a timecard.

B. Non- Exempt Employees

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Nonexempt employees are required to record their hours worked on a time clock and/or timecard. All employees, unless notified otherwise by management, are nonexempt.

C. ~~Probationary-Introductory~~ Period - New Hires & Promotional Appointments

~~All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position.~~ The purpose of the probationary period is to train, observe and evaluate the employee. During this time, an employee will learn their responsibilities, get acquainted with fellow co-workers, and their employer will

determine whether or not they are satisfied with the employee performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at the conclusion of the 90-day introductory period. Employees within their introductory period do not receive District benefits unless stated in this ~~manual~~Manual.

Initial Probation

~~It is understood that the probationary period will normally last for one (1) year from the date of appointment but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eight (1,680) hours.~~

Promotional Probation

~~It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).~~

During the introductory period, full time and part time year round employees are eligible for health insurance, paid holidays upon hire date, and accrue vacation and sick time. After the 90 day introductory period, an employee may utilize their accrued vacation and sick time. Throughout the introductory period they may not make use of any accrued leave including vacation, sick, jury duty, bereavement and any other special days.

D. Re-Hires

Former employees may be considered for rehire provided they left employment with the District in good standing and meet all qualifications of the current open position they are seeking. If they are rehired after 90 days, they will not retain credit for length of service for the purpose of calculating vacation and sick leave accrual and anniversary awards.

If the length of time since the end of employment is greater than 30 days the persons under consideration for rehire will be required to complete a new drug, tuberculosis and alcohol screen, physical, references and fingerprint clearance.

Employees who are on any type of leave of absence, work-related or non-work-related, or after completing the work assignment for the season for which they were hired, will be placed on an inactive status. During the time the employee is on inactive status, benefits such as vacation and sick leave benefits by the District will not be earned or continued, and seniority will not continue to accrue. Health insurance will continue under certain circumstances as detailed in the Leaves of Absence policies.

E. Nepotism (Employment of Relatives)

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 3 – LEAVE OF ABSENCE

The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave ~~will~~ may be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

~~The term "immediate family" is defined as current spouse, registered domestic partner, child, stepchild, parent, stepparent, legal guardian, sibling, stepsibling, grandparent, great grandparent, grandchild, independent adult children; and relatives of spouses or registered domestic partners falling within the same categories.~~

~~For employees who have taken a leave of absence, the District will continue to pay its share of premiums for eligible employees' medical benefits for up to 12 weeks of leave to the extent permitted by law, or unless otherwise stated herein. Employees must continue to pay their share of benefits during this 12-week period by making bi-weekly payments to the District or insurance carrier for the amount of the applicable premium.~~

~~At the conclusion of 12 weeks, if the employee has not returned from leave, the employee will be required to pay his/her own premiums to continue medical coverage, or may become eligible for COBRA in lieu of continued participation in the District's group medical benefits to the extent permitted by law. Failure to pay the employee's share during the 12-week leave or to pay the entire premium after the 12-week period has ended (if applicable) may result in termination of coverage.~~

Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.

Employees should contact the Administrative Services Manager or designee for further information.

A. Vacation

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available

to all regular full time and part time year round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period of leave, including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation time must be sufficient to cover any requested vacation time off before it can be taken and vacation leave will not be advanced or paid in lieu of taking actual time off.

It is the mutual responsibility of the employee and his/her Supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached. If accrued but unused vacation leave reaches the maximum, vacation leave shall cease to accrue until such time as leave falls below the maximum accrual limit.

For each pay period vacation will accrue in accordance with the following schedule, subject to the accrual limitations and policies.

FULL TIME			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	3.08	80	160
6-8 Years	3.85	100	200
9-12 Years	4.62	120	240
13-15 Years	5.38	140	280
15(+) Years	6.15	160	320
PART TIME YEAR ROUND			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	2.31	60	80
6-8 Years	2.89	75	100
9-12 Years	3.47	90	120
13-15 Years	4.04	105	140
15(+) Years	4.61	120	160

Vacation begins to accrue the first payroll period of employment but no accrued vacation time may be used by new or rehired employees until completion of 90 days of continuous service. Leave may be used in increments of one (1) hour or more increments. Exempt employees absent for three (3) hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation.

Current accrued vacation is reflected on pay stubs. If an error has been made on an employee's vacation accrual, it should be immediately reported to payroll for a correction or explanation.

Supervisors shall respond to a written request for vacation within five (5) business days from the date in which the employee ~~hands-provides~~ their direct Supervisor the request. Upon the request of the employee, the Supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request; however, the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two (2) weeks in advance and approved by a Supervisor.

Seniority and annual rotation may be taken into consideration when resolving schedule conflicts. The General Manager will make final determinations on disputes over time off requests.

An employee whose employment terminates (including employees in their introductory period) will be paid for accrued unused vacation days.

B. Management Leave

It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District allows regular exempt employees the ability to accrue ~~twenty (20)~~ twenty (20) hours of additional management leave per quarter to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 20 hours will be accrued the first pay dates in January, April, July and October. The maximum accrual cap is ~~twenty (20)~~ twenty (20) hours per quarter, ~~and~~ quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually.

C. Sick Leave

Sick leave is a benefit that full time and part time year round employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" ~~time off or other~~ absences.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. Sick leave can be used to care for an immediate family member, provided that the employee is required to tend, care, or otherwise provide

for the care of a member of his/her immediate family.—For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. ~~Immediate family shall include spouse or registered domestic partner, mother, father, child, brother, sister, grandfather, grandmother, or corresponding in-law, step-parents, step-children, legal ward, foster children or an employee standing in loco parentis. Sick leave may not be used for vacation or personal time off, but may be used for medical and dental appointments. Accrued sick leave may be used in increments of one quarter (1/4) hour increments of 1 hour or more.~~

~~In cases of diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member, up to one-half of the employee's sick leave accrual for the year (up to 48 hours) can be used to attend to a family member. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the General Manager.~~

~~in cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The District shall require certification for use of sick leave for unscheduled absences under this subparagraph C.~~

1. Full Time Employees Sick Leave Accrual

Every regular full time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

Commented [PKL1]: This use of 1 hour increment is inconsistent with paragraph C(4) below.

Commented [KD2R1]: We intend to stay with quarter hour increments

2. Part Time Year Round Employees

Employees in this classification will receive twenty four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning the seventh pay period employees will accrue sick leave at 2.76 hours per pay period.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

3. Temporary or Seasonal and/or Part Time Restricted Employees

Temporary or Seasonal Employees shall receive twenty four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning their second year of employment the employee will receive an additional twenty four (24) hours, not to exceed forty eight (48) hours.

4. Charge for Sick Leave

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked, and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments. Sick leave can only be charged to days the employee was scheduled to work.

Commented [PKL3]: This use of ¼ hour increment is inconsistent with paragraph C above

Commented [MO4R3]: Changed to match...

5. Proof of Illness

A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more. A Department Head may request a doctor's certificate for absences of less than three (3) consecutive days.

6. Notice of Sickness

The Department Manager or designee must be notified not later than one hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day. If the need for leave is unforeseeable, the employee shall please provide notice as soon as possible

7. Cash Value upon Termination

Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of employment shall

be compensated at the rate of twenty five percent (25%) and limited to 500 hours and employees with 10 years and over of service will be compensated at a rate of fifty percent (50%) and limited to 1,000 hours. The cash value compensation is based upon salary in effect at the time of Termination.

8. Value upon Retirement

Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

D. Compensatory Time Off

Full Time employees may accrue compensatory time off hours in lieu of being paid overtime for all worked overtime hours, with approval of their Supervisor. Compensatory time off is accrued at one and one half times the regular pay rate of the employee. Approval to work compensatory time must be approved by a Supervisor prior to working. The District has a cap of 80 hours on accrued compensatory balances. No additional compensatory time may be accrued until such hours fall below the maximum allowable accumulation. Employees who cannot accrue additional compensatory time off will be paid for overtime as required by law.

In the event that an employee is promoted, all compensatory time will be paid to the employee on the final paycheck of their previous position.

The granting, recording, and taking of compensatory time off shall be in accordance with established vacation/time off procedures.

E. Bereavement Leave

In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year round employee up to eighteen (18) hours of bereavement leave as provided below.

For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When travel to a distant ~~ance location~~ greater than 400 miles or other circumstances require an absence longer than three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-

Commented [105]: Should this also match sick leave definition of family?

Commented [106]: For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

time year round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.

3. If the employee requests to take a cumulative leave of longer than five (5) consecutive work days, the District may allow the use of accrued vacation or compensatory time.

An employee desiring to attend a funeral of others than described above may be given the time off, provided he/she so notified his/her Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, management or compensatory annual leave.

F. Personal Leave

A personal leave of absence without pay may be granted at the discretion of the District General Manager or designee. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by FMLA/CFRA, educational and travel opportunities other leaves of absence. Each request for a leave of absence will be considered on a case-by-case basis. All accrued vacation must be used before beginning a personal leave of absence. Requests for personal leave should be limited to unique circumstances requiring an absence of no longer than two (2) weeks.

Employees will be required to make payment in advance as applicable for their health, vision, and dental insurance coverage during the leave of absence as applicable. Failure to make payment for coverage may result in cancellation of that coverage.

Requests for personal leave must be submitted in writing to, and approved by, the General Manager.

The District cannot guarantee that ~~their~~ the employee's job will be held open for them until they return from a leave. The District will make every effort to return an employee to the same or a similar job; however, if no job opening exists for which they are qualified they will be laid off for lack of work.

An employee on personal leave may not accept other employment while on leave. If they do so, they may be subject to immediate termination.

Failure to return to work as scheduled at the end of a personal leave will be considered abandonment of employment and voluntary resignation by the employee.

G. Emergency Leave Donations

Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, sick, Regular Day Off-Holiday (RDO-H) and

administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

The Department ~~Head~~ Manager must approve, in advance, the donation.

- Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
- Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
- Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
- The donating employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

Donations are entirely ~~voluntary~~ voluntary, and time is to be donated in whole hour increments.

- The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by Article 26.
- Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.

H. Family and Medical Leave

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

I. Pregnancy Disability Leave

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

J. Leave of Absence Without Pay

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 4 - BENEFITS

The District provides a comprehensive array of benefits. Further details regarding the benefits set forth below can be obtained from the Administrative Services Department.

A. California Public Employee Retirement System (CalPERS)

The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.

Part time year round employees may become eligible if they work over 1000 hours in a fiscal year. See the Administrative Services Department for additional details. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.

According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.

1. For employees with a hire date before March 31, 2011 the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.

a.

Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).

b.

All represented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever

will happen sooner. At that time these members would return to PEPRA compliance.

2.

For employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.

a.

Employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013 will be responsible for paying a 7% employee contribution rate.

3.

For employees with a hire date on or after January 1, 2013 who are new PERS members, as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

a.

Employees hired after January 1, 2013 who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees' Retirement Law.

B. Deferred Compensation 457 Plan

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District provides a Deferred Compensation Plan for employees in order to assist in planning for their retirement. Deferred compensation is a benefit that provides the opportunity for employees to invest with their own pre-tax contributions into a retirement plan by means of a pre-tax payroll deduction. For information regarding eligibility, contributions, benefits, and tax status, contact the Administrative Services Department. All eligible participants will receive a summary plan description.~~

C. Insurance Programs

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District is~~

committed to providing employees with benefits necessary to provide assistance in the event of medical need. The District at its discretion may pay any or all premiums including but not limited to medical, dental, vision, short term disability, long term disability and life insurance coverage for eligible employees. In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. Staff classified as seasonal and temporary employees are not eligible to participate in these insurance plans. Part time employees may be eligible for benefits as approved by the Board of Directors.

Employees who begin working for the District and submit their insurance application between the first and the 15th day of the month may have health insurance coverage begin on the first of the following month, while those who submit their application between the 16th and the last of the month may be covered from the first day of the second calendar month. After these dates, employees may enroll or change plans during the open enrollment period that occurs annually.

The coverage and benefits available under the insurance plans provided by the District are set forth in the insurance plan itself. Specific information about the plan is distributed to employees at the time of hire; questions can be directed to the Administrative Services Department. The terms, conditions, coverage and benefits may be changed at any time. Nothing in the plan or this Employee Manual obligates the District to continue these benefits or to not make changes to those benefits.

D. Workers' Compensation

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District, in accordance with state law, provides insurance coverage for employees in case of work-related injury at no cost to the employee. The workers' compensation benefits provided to injured employees may include:

Medical care

Cash benefits, tax free, to replace lost wages

Assistance to help qualified injured employees return to suitable employment

To ensure workers' compensation benefits are received an employee needs to:

Immediately report any work-related injury to their Supervisor.

Notify the Administrative Services Department who will schedule an appointment at an in-service provider/clinic for initial treatment. If the event of an emergency requiring immediate care, 911 may be called. It is an employee's responsibility to

~~work with the Administrative Services Department to seek medical treatment and follow-up care if required.~~

~~Complete an Employee Accident Report.~~

~~Complete a written Employee's Claim Form (DWC Form 1) and return to the Administrative Services Department.~~

~~Provide the District with a certification from the health care provider regarding the need for workers' compensation disability leave, as well as eventual ability to return to work from the leave.~~

~~Alcohol and drug testing after an accident or injury~~

~~Employees who were involved in an accident while operating heavy machinery (i.e. car, trailer, lift, work truck, etc.) will be required to submit to a drug and alcohol test immediately following the accident. It will be the responsibility of the Supervisor to take the employee in for testing.~~

~~A drug and alcohol test will be administered to any employee who is taken to the Emergency room following an accident.~~

~~Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the District's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.~~

~~An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the District's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.~~

~~The District provides medical treatment for work-related injuries through a medical provider network approved by our worker's compensation insurance, which the District has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.~~

~~Every work-related employee or volunteer injury must be reported to a Supervisor within 24 hours. They must contact the Administrative Services Manager if an~~

injury occurs during work hours who will contact the applicable medical facility. All employees and volunteers must go to the clinics and hospital listed on the website, <http://www.ciampn.csac.cia.org>.

The law requires the District to notify the workers' compensation insurance of any concerns of false or fraudulent claims.

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under Federal and State law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and unable to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a rolling 12-month period.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When a work-related illness or injury is reported the employee will be sent for medical treatment, if treatment is necessary. They will be paid their regular wages for the time spent seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If they have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

If they do not have accrued, paid sick leave, or if they have used all of their sick leave, they may choose to substitute vacation for further absences from work, related to the illness or injury.

An employee taking workers' compensation leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The employee must make payments for his or her share of continued premiums, or risk losing coverage under the District's plan. Payment is due when it would otherwise be made by payroll deduction.

The continued participation in health benefits begins on the date leave first begins. In some instances, the District may recover from an employee, premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

~~Employees on workers' compensation leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the District in conjunction with the federal COBRA guidelines by making monthly payments to the District or insurance carrier for the amount of the applicable premium. Employees should contact the Administrative Services Department for further information.~~

~~Neither the District nor its insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during voluntary participation in any off-duty recreational, social or athletic activity sponsored by the District, even if such activities take place at a District sponsored event, such as a staff picnic or other social gathering. Participation in all such activities, even if planned or sponsored by the District, is not considered part of their job duties or employment responsibilities and should be considered entirely voluntary.~~

E. Other Employee Paid Benefits

The District may make additional benefits available to employees at a cost.

F. Holidays

The District provides regular full time employees 12 paid holidays on the days listed below:

- New Year's Day – January 1st
- Martin Luther King Jr. Birthday – Third Monday in January
- Presidents' Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day- December 24th
- Christmas Day – December 25th

For most employees, if a holiday falls on Saturday, the holiday will be observed on the Friday before, and holidays falling on Sunday will be observed on the Monday after.

1. Regular full time non-exempt employees will receive straight time pay for holidays. Paid holiday leave will be equal to the number of hours an employee regularly would have been scheduled to work had it not been a holiday.
2. Part-time Year Round employees will receive straight time pay for holidays. Paid holiday leave will be equal to 6 hours.

To receive holiday pay, they must work the normal work day immediately before and after the holiday. If on approved leave (e.g., vacation) they will receive the holiday leave pay and that day will not be counted against approved leave accrual.

If an unscheduled day off is taken, then they will not receive holiday pay, unless a doctor's note can be provided. A full-time employee who is required to work on a District holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.

An employee must be in a normal regularly scheduled work status to receive holiday pay. Management can change or modify any of the holidays based on business needs. The District Administration Office is closed on the holidays listed above; however, other facilities and programs may be open on a holiday.

If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday compensatory time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

G. Training Programs, Seminars, Conferences, Lectures, Meetings or Other Outside Activities

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the District or the individual employee. Attendance at such activities, whether required by the District or requested by individual employees, requires the written approval of the General Manager or his/her designee. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date,

~~hours, location, cost, expenses, and the nature, purpose, and justification for attendance to their Supervisor. Attendance at any such event is subject to the following policies on reimbursement and compensation.~~

~~For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with a Supervisor in advance.~~

~~A report of all expenses incurred along with receipts must be submitted within 10 days of the event/travel date on the District's "Travel and Expense Reimbursement" form available from Accounting. This form must be submitted with all receipts and records in order to properly support and account for expenses. Proper completion of this form requires the employee to gather together in one place all facts relative to the travel experience. All expenses, whether personally incurred, charged to the District, charged to a District credit card, or paid through a District check request, must be reported on this form after completion of the trip.~~

~~Travel includes all work away from the District, such as attendance at meetings, (both formal and informal), training programs, seminars, conferences, lectures, or other outside activities. Travel expenses include transportation, meals, lodging, registration, and any related incidental expenses (such as telephone, tips, and car rental). The destination can be a location close by (e.g. lunch after a meeting at a restaurant), or at a great distance (e.g. training out of state).~~

H. Compensation During Travel Away From the District

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. When the trip originates from the employee's home, time spent commuting, traveling to and from an authorized business event is considered time worked and will be compensated.~~

~~When the trip originates from the employer's work location, all time spent commuting to and from an authorized business event is considered time worked and will be compensated.~~

~~Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.~~

I. Recording Expenses Incurred

~~Please refer to the PVRPD Travel Policy.~~

J. Educational Assistance Program

The District recognizes that the skills and knowledge of its employees is critical to the success of the organization. The educational assistance program encourages personal development through formal education to maintain and improve job-related skills or enhance the ability to compete for reasonably attainable jobs within the District. Educational assistance is contingent on the annual budget of the District and its allocation for such educational purposes.

1. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.
 - i. To maintain eligibility, an employee must remain on the active payroll and be performing their job satisfactorily through completion of each course. All courses are to be taken at a time that does not interfere with the District operations. Veterans eligible for education benefits from the Federal Government or the State of California must maximize such benefits before applying for reimbursement under this program.
 - ii. The courses shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.
2. Eligible employees will be reimbursed for 75 % of their cost for tuition and books for each semester for a maximum of \$1,200 per fiscal year.
 - i. An outline of the course(s) and written approval from the General Manager prior to registration must be submitted.
 - ii. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
 - iii. Receipts for tuition and books must be submitted within 30 days of course completion.
3. Employees must remain with the District for a minimum of one year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one year, they will have 30 days from resignation or termination to reimburse the District for all educational

financial assistance received. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

For more information contact the Administrative Services Department.

K. Americans With Disabilities Act

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 5 - MANAGEMENT

A. Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her Supervisor. The first performance evaluation should take place approximately after the completion of ~~your the~~ 90-day introductory period. Subsequent performance evaluations will be conducted annually (during the anniversary month of ~~your the~~ employee's employment with the District, or month of last promotion). The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The Administrative Services Department will monitor upcoming dates of performance evaluations and will notify Supervisors of performance evaluations to be conducted.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. It is important to remember that increases are not granted automatically and that each job classification is assigned a salary range. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with their Supervisor, and that they are aware of its contents.

B. Employee Property

An employee's personal property brought onto District premises, including but not limited to packages, purses, backpacks and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

C. Cell Phone Allowance / Stipend Policy

Full time and part time year round employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs.

1. \$30.00 per pay period given to management and other exempt staff with the expectation that these employees will answer phone calls and respond to urgent emails after hours.
2. \$21.00 per pay period given to employees in a Supervisory/lead worker capacity with the expectation that these employees will receive emergency calls from staff after hours.
3. \$14.00 per pay period given to staff members who may be away from their desks or not provided a landline for extended business hours.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District owned cell phones. If personal use occurs, disciplinary measures will be implemented. The District may provide On-Call / Call Out cell phones to be used per this section.

Employees receiving an allowance/stipend should consult with either the Administrative Services Department or the designee prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

D. Auto Allowance

Employees may be provided an auto allowance at the discretion of the General Manager and based on their average mileage in a six (6) month period. Employees with an auto allowance may be reviewed every two years or as needed.

E. Personnel Files

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 6 - STANDARDS OF CONDUCT

A. Punctuality and Attendance

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. Employees are expected to be punctual and have regular attendance. Any tardiness or absence causes problems for fellow employees and Supervisor. When absent, assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and will result in disciplinary action.

If unable to report for work on any particular day, an employee must, under all but the most extenuating circumstances, call their Supervisor at least one hour before the time they are scheduled to begin work. If an employee calls in less than one hour before their scheduled time to begin work and do not arrive in time for their assigned shift, they may be considered tardy for that day. In all cases of absence or tardiness, employees must provide their Supervisor with an honest reason or explanation. Employees also must inform their Supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

if the employee fails to report for work without any notification to their Supervisor and their absence continues for a period of three days, this will be considered abandonment of employment and voluntary resignation by the employee.

B. Disciplinary Action

Violation of the law, District policies and rules may warrant disciplinary action. The District may impose disciplinary measures. The system is not formal and the

District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause, and is not subject to grievance or appeal.

Supervisors are expected to counsel, or give a warning regarding an employee's performance, conduct, attitude or for some other reason as needed. Supervisors will document all disciplinary actions and employees are allowed to submit their own written response. In certain cases, employees may be terminated without prior counseling or warnings.

The individual circumstances, nature of the offense, and the employee's prior work record may be used among other factors to determine the appropriate action to be taken. While the District attempts to notify employees when their performance or behavior is unsatisfactory, the District may elect to terminate any employee at any time depending on the nature and/or seriousness of the infraction.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

1. Admonishment or Reprimand

Admonishment and reprimand represent the two mildest forms of disciplinary action and neither type results in the loss of pay for the employee. These actions may be oral or written and constitute only a warning to the employee that he is not satisfactorily fulfilling the duties and responsibilities of their position. If the admonishment or reprimand is written and a copy is sent to the Administrative Services Manager, it shall become part of the employee's official personnel file. If a grievance is sustained then the written reprimand shall be purged from the record. No record of an oral reprimand shall be placed in the employee's official personnel file unless subsequent action is necessary. The Supervisor shall, however, make note of the date, time and content of the warning. Such records

shall be made with full knowledge of the affected employee, evidenced by the employee's signature and date.

2. Demotion/Reduction in Pay

The appointing authority may demote or reduce in pay any employee whose ability to perform his required duties falls below standard, or for other disciplinary purposes. Such demotion/reduction in pay may be for a specified period of time with the understanding that the employee may be reinstated to the class from which he was demoted provided that agreed upon conditions set by the appointing authority are met to the satisfaction of the appointing authority. No employee shall be demoted to a position for which he does not possess the minimum qualifications.

3. Suspension

The appointing authority may suspend a regular employee from his position at any time for cause. The appointing authority may suspend an employee not to exceed twenty (20) working days. No employee shall be penalized by suspension for more than twenty (20) working days in any twelve (12) month period for disciplinary reasons. Suspensions shall be reported immediately to the Administrative Services Manager.

4. Discharge

An employee may be discharged for cause at any time by the appointing authority. Whenever it is the intention of the appointing authority to discharge an employee, the Administrative Services Manager shall be notified. Any employee who has been discharged shall be entitled to pre-disciplinary procedural due process.

C. Off-Duty Conduct

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's or their own integrity, reputation or credibility. Off-duty conduct by an employee that adversely affects the District's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

D. Outside Business or Employment

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. While employed as

~~a Full Time employee by the District, employees are expected to devote their energies to their jobs with the District. The following types of employment, education classes or extracurricular activities, elsewhere are strictly prohibited:~~

~~Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the District.~~

~~Additional employment that creates a conflict of interest or is incompatible with the employee's position with the District.~~

~~Additional employment that impairs or has a detrimental effect on the employee's work performance with the District.~~

~~Additional employment that requires the employee to conduct work or related activities on District property during the employer's working hours or using District facilities and/or equipment.~~

~~Additional employment that directly or indirectly competes with the business or the interests of the District.~~

~~Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Administrative Services Manager explaining the details of the additional employment. If the additional employment is authorized, the District assumes no responsibility for it. The District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.~~

~~Definition:~~

~~Outside employment is defined as any work, service or other act performed by an employee other than his/her District duties for which the employee receives compensation. In addition to work for another employer, outside employment includes, but is not limited to:~~

~~Landscaping~~

~~Teaching~~

~~Bookkeeping~~

~~Painting~~

~~Self-employment~~

~~Sale of commercial or homemade products~~

~~Construction~~

Inconsistent and incompatible employment is defined as, but is not limited to work that: a) Results in a conflict of interest, b) Give the impression that outside activities are official acts, c) Detracts from job performance with the District, d) Causes the employee to be less effective or productive, e) Tends to impair the mental or physical capacity of the employee, f) Is subject to District regulation, and g) Takes time and attention away from District business.

Procedures for Requesting Authorization for Outside Business or Employment:

All employees, including regular employees, those on a probationary status, and provisional employees, shall request authorization for any outside business or employment in addition to their employment with the District on a standard form, Request for Authorization of Outside Business or Employment, provided by the District, prior to beginning date of business or employment.

If a request is disapproved by the Department head, the employee may request review by the General Manager, who shall make a final decision in writing to the employee within twenty (20) calendar days, after making or causing to be made wherever investigation that he/she deems necessary.

Sick leave will not be granted for any injury arising out of or injured in connection with any outside business or employment. Paid leave, with the exception of annual vacation leave and holidays, shall not be used for outside business or employment. A leave of absence from the District employment shall not be granted for the purpose of pursuing outside business or employment.

On an annual basis, employees will resubmit the Request for Authorization of Outside Business or Employment and note on the form that the request is an annual update. An employee terminating his/her outside business or employment shall notify the Administrative Manager or designee in writing.

E. Open-Door Policy / Grievance Process

Suggestions for improving the District are always welcome. If an employee has a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving, excluding any disciplinary action, the following steps should be taken:

1. Appeal to Supervisor

In order to minimize potential misunderstandings first discuss any problem, concern, or grievance with the direct Supervisor. It is expected that any problem or grievance is addressed as soon as possible after the occurrence of the problem. Supervisors will make an effort to promptly investigate the matter and attempt to resolve the problem or provide an explanation or, where warranted, propose a remedy within one week from the occurrence, unless circumstances require a longer period.

2. Appeal to Manager (as applicable)

If unsatisfied with the response or resolution by the Supervisor, the employee and their Supervisor may request an appointment with the Supervisor's direct report (Manager, or General Manager) within ten (10) working days, as applicable. The Services Manager or General Manager may then schedule an interview with the employee and attempt to resolve the problem within a reasonable period of time.

3. Appeal to Administrative Services Manager or Designee

Should an employee not receive an answer or resolution from his/her Supervisor or Manager which is satisfactory to the employee, the employee may refer the matter to the Administrative Services Manager for further review within ten (10) working days. The Administrative Services Manager may then schedule a meeting with the employee and attempt to investigate and resolve the matter within a reasonable period of time. If assistance is needed with the complaint, or it is preferred to make a complaint in person, contact the Administrative Services Manager. It is encouraged that employees bring the matter up as soon as possible if the immediate Supervisor or Manager has failed to resolve it.

4. Appeal to General Manager

If an employee remains unsatisfied with the response or resolution of the matter by his/her Supervisor, Manager, and the Administrative Services Manager, the employee may request an appointment with the General Manager of the District. The General Manager may, in their discretion, then arrange an interview with the employee and attempt to resolve the problem. The General Manager's decision will be considered final and conclusive for all parties.

This procedure is important for both the employee and the District and it cannot be guaranteed that every problem will be resolved to the employee's satisfaction. However, the District values observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation. This procedure does not alter the at-will nature of employment with the District.

F. Drug and Alcohol Abuse

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District shall provide the Employee Assistance Plan for the term of this agreement.

It is the intention of this policy to eliminate substance abuse and its effects in the work place. 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. The employee's 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.

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 Human Resources 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 anytime 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, unless attending a District sponsored event where alcohol may be served;~~

~~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 (NIDA), 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 employee, nor shall they search the personal possession of an employee 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. 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 (NIDA), 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.~~

~~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.

G. Business Conduct and Ethics

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. Public confidence is important to any organization. For a Special District entity, public confidence is vital. To warrant continued public trust, public entities and their employees and officials must be above reproach, steadfastly adhering to the highest ethical standards and business practices. The District expects each employee to follow such standards and practices at all times.

Conduct

Each employee should adhere to high standards of professional and personal behavior on and off the job. Deficiencies in personal or business conduct can result in disciplinary action including termination of employment or removal as a volunteer.

Dishonest Acts

Committing a dishonest act, attempting to defraud the public, shoplifting, theft, etc. or a breach of trust is not permitted. Employees cannot use District funds for personal use. Discharge from employment or official removal for certain dishonest, fraudulent, and criminal acts is required by certain regulatory agencies and governing laws.

Abiding by the Law

Because laws and regulations governing federal entity operations are complex and changing, it is difficult for any volunteer or employee to know them all. The best safeguard is to strictly follow the operating rules, policies, and procedures in District manuals and handbooks.

If it is believed another employee or an official has committed a dishonest act or breached this policy in any way, report the incident to a Supervisor, Manager, or the General Manager immediately.

H. Conflict of Interest; Gifts; Gratuities; Political Activity Policy

Employees shall adhere to all applicable rules or polices and state law regarding conflicts of interest, and shall not take part in, or attempt in any manner to influence the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee must disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such manner.

Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was intended to influence them or could be expected to influence them in the performance of their official duties, or was intended as a reward for any official action on their part.

(a) Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.

(b) An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.

Political activities of all employees shall be governed by the applicable provisions of State and Federal law.

I. Anti-Harassment, Discrimination, and Abusive Conduct Policy

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 7 - WAGES

A. Work Schedules

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District Administration office is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Parks and facilities are available for rental as otherwise posted or in accordance with District's General Use Policy except with the permission of the General Manager or designee. Immediate Supervisors will assign individual work schedules. All employees are expected to be at their desks or work locations at the start of their scheduled shifts.

For payroll purposes, employees who are not working an Alternative Work Schedule will operate under a workweek which begins at 12:01 a.m. Saturday and ends at midnight on Friday.

B. Alternative Work Schedule - 9/80

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District offers employees in certain work units the opportunity to work an alternative workweek schedule (AWS) based upon the business needs of the District and its management. Employees who are offered the opportunity to work and do work an alternative work schedule are subject to the standards and requirements outlined below:

The 9/80 work schedule has the following requirements:

The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.

Employees will be assigned to either the 9/80 or the regular 10/80 work schedule and adhere to it. Employees are entitled to revoke the agreement to the alternate work schedule in writing, however, they may not alternate back and forth between the schedules.

The Supervisor and the General Manager's approval is needed prior to the start of working a 9/80 work schedule. The 9/80 work week day off is designated by the Department Manager. The General Manager has the right to designate which day is appropriate for the needs of the District. Once the regular day off is established, it will be considered the regular day off and employees may not switch the day and/or shifts.

If a meeting is scheduled on a regular 9/80 work week day off, employees are still required to attend the meeting unless excused by a Supervisor, Manager or the

General Manager. Employees will be paid for this working time, including overtime pay if applicable. Exempt employees will not be compensated.

The alternate workweek schedule (0/80) shall begin at 12:00am on the first day of the pay cycle and shall end at 11:59pm on the 14th day of the same pay cycle.

C. Timekeeping Requirements

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. Accurately recording time worked and submitting a timecard when it is due is the employee's responsibility. Federal and State laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits on the appropriate pay day. Time worked is the time actually spent on the job performing assigned duties.

On a daily basis non-exempt employee should accurately record the time they work. Non-exempt employees may not begin work more than five minutes before the start of their shift or stop working more than five minutes after the end of their shift without prior authorization from their Supervisor. Time cards for non-exempt employees are submitted to Supervisors or other designated staff on the last Friday of the pay period.

In order to track vacation and sick time, and as a tool for Management to evaluate performance, exempt employees must complete a timecard and submit to the General Manager on the last Friday of each pay period. The report should reflect the days worked and the hours of leave (and the type of leave) used during the pay period.

It is the employee's responsibility to sign their time card and to verify the accuracy of all time recorded. Supervisors will review and sign the time card before submitting it to Accounting for processing. As designated by the Department Supervisor, Supervisory staff will review the time card(s) for errors, initial and submit to the Supervisor for submission to Accounting. All timecards must be completed in Blue or Black Ink only. Any handwritten marks or changes on the timecard must be initialed by the employee and a Supervisor. **Whiteout is not to be used on timecards.** Altering, falsifying, or tampering with time records, punching in/out or recording time on another employee's time record (even with that employee's permission) is prohibited. Violation of this rule may result in disciplinary action, up to and including termination.

Any errors on a timecard should be reported immediately to a Supervisor/Crew Lead.

D. Administrative Pay Corrections

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. It is District policy and practice to accurately compensate employees and to do so in compliance with all applicable Federal and State laws. To ensure proper payment for all time worked and that no improper deductions are made, information should be recorded correctly of all work time and paychecks reviewed promptly to identify and to report all errors. In the unlikely event that there is an error in the amount of pay, or in the calculation of accrued vacation or sick leave, or if there is an unauthorized deduction made, the employee should promptly bring the discrepancy to the attention of the Administrative Services Department staff, so the correction can be made as quickly as possible. Once underpayments/overpayments are identified, they will be corrected in the next paycheck. If this presents a financial burden to the employee, a manual paycheck may be written as soon as possible.~~

E. Payment of Wages

Paychecks are normally available by 4 p.m. every other Thursday at the Administration Office as outlined on the District's payroll schedule. Beginning July 14, 2016 paychecks will be mailed to the current mailing address on file; paychecks will no longer be available for pick up.

F. Payroll Records

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. Employees may receive copies of their payroll records within twenty one (21) days of making a request to the Administrative Services Department to do so. Employees will be charged for the cost of making copies.~~

G. Unclaimed/Lost Paychecks

Until July 14, 2016 if any paycheck is not picked up by the employee within seven (7) days of the date issued, the check will be sent to the employee's last known address.

Checks lost or otherwise missing should be reported immediately to Accounting so that a "stop payment" order may be initiated. Management will determine when, and if, a new check should be issued to replace a lost or missing check.

H. Direct Deposit

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District encourages automatic payroll deposit for employees. To begin automatic payroll~~

~~deposit, the correct form must be completed and returned to the Administrative Services Department at least 10 days before the pay period begins.~~

~~To stop automatic payroll deposit, complete the form available from the Administrative Services Department and return it at least 10 days before the pay period.~~

I. Pay for Mandatory Meetings / Training

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:~~

~~Attendance is mandatory;~~

~~The meeting, course, or lecture is directly related to the employee's job;~~

~~The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her Supervisor;~~

~~Employees who attend meetings, lectures or training programs will be compensated at their regular rate of pay;~~

~~Any worked hours in excess of 40 hours in a week will be paid at the applicable overtime rate, at the hourly rate in effect at the time the overtime work is being performed.~~

J. Overtime for Non-Exempt Employees

Employees may be required to work overtime as business necessities arise. For all non-emergency needs, the District will provide as much advance notice as possible to the employee of the need to work overtime as applicable with Federal and State laws. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The District will attempt to distribute overtime evenly. All overtime work must be previously authorized by a Supervisor. The District provides compensation for all overtime hours worked by non-exempt employees in accordance with Federal law as follows:

All hours worked in excess of regularly scheduled hours in one workweek will be treated as overtime. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. The workweek begins Saturday at 12:01 a.m. and ends Friday at 11:59 p.m. Compensation for actual hours worked in excess of 40 worked hours for the workweek shall be paid in accordance with applicable law at the rate of one-and-one-half the employee's regular rate of pay to the nearest quarter hour.

Commented [PKL7]: How will overtime hours be computed (i.e. to the nearest quarter of an hour, half an hour, etc.)?

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

K. Meal and Rest Periods

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. Non-exempt employees that work more than five or more hours per day are required to take an unpaid meal period, which must commence before the end of the fifth hour of work. All employees are provided with a 60-minute meal period to be taken approximately in the middle of the workday. However, if scheduled to work no more than six hours during the workday, they can choose to waive their meal period by signing a voluntary written waiver, to skip the meal and go home earlier. This waiver must be in writing and voluntarily signed by the employee, and is available from the Administrative Services Department.

Employees wishing to take a 30-minute meal break may do so in lieu of a standard 1-hour meal period with the prior approval from a Supervisor to adjust their work schedule to deduct the 30 minutes they are not taking for a meal break. Meal periods are scheduled by the immediate Supervisor and may not be taken at the beginning or the end of a workday or added to a break. Employees may leave the premises during their meal period.

Employees are allowed a 15-minute rest period for every four hours of work or major portion thereof; 15-minute breaks are paid by the District and do not need to be recorded on timecards. Supervisors will schedule rest periods.

It is expected that employees observe their assigned working hours and the time allowed for meal and rest periods. Rest periods may not be longer than 15 minutes and they must take place on the premises.

L. Business Expense Reimbursement

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. The District reimburses employees for business expenses two times each month when accounts payable checks are processed. These are the opposite weeks of payroll processing. Employees who have incurred business expenses must submit required receipts and the appropriate form to the Administrative Services Department staff no later than three days before the Monday of the accounts payable processing week. All reimbursable expenses must be submitted within 30 days of time incurred.

Personal and/or vacation travel may be combined with business travel provided there is no additional cost to the District, and it meets with the approval of the

~~General Manager. The District credit cards are not to be used for personal expenses.~~

M. Call in to Work

The District will pay a minimum of two hours of designated ~~overtime~~ pay to employees who are contacted by and required by their immediate Supervisor or Crew Lead to report to work on a day other than their normally scheduled workday or after their normal workday has ended. This may involve emergency situations.

N. Shift Differential Pay

The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay full time employees a shift differential of two-and-one half (2½%) percent for hours worked between 8:00 pm and 6:00 am.

O. Out of Class Assignments

If it is necessary to specifically assign in writing an employee all of the significant duties of a higher classification for more than 16 consecutive working days or more (128 regular hours) in duration, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class.

- a. This policy shall apply in temporary situations due to:
 - i. The extended leave or other temporary absence of the employee in the higher classification;
 - ii. Or if the position to be filled is vacant and there is no valid eligibility list for the classification. In this case, if the Division Head has initiated procedures to fill the vacancy, he/she may assign an employee to fill that position on a temporary basis not to exceed 60 days. If an eligibility list exists for the vacant position, the Division Head may appoint an employee from the eligibility list at the earliest possible date.
 - iii. No regular positions shall be filled by out-of-class appointees for a period longer than 60 days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies approved by the Administrative Services Manager.
 - iv. Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.

- v. Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.
- vi. The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled does not constitute working out-of-class.
- vii. When an employee is assigned to work in a higher-level classification that entails moving the employee into a different classification other than that which is his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, a part time non-exempt employee temporarily filling a regular full-time position shall receive no benefits nor shall he/she be subject to retirement system payments.
- viii. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular assignment.
- ix. At the time an employee returns to his/her regular assigned position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from the appointment. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the General Manager.
- x. Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.

The District will not pay employees who report to work but are unable to work due to the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the District's power to control.

P. Advances

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail. ~~The District does not permit advances against paychecks or against un-accrued vacation or sick leave.~~

ARTICLE 9 - SEPARATION FROM SERVICE /TERMINATION

A. Separation of Employment

Termination of employment is a regular and inevitable aspect of personnel activity within any organization, and many of the reasons for termination are routine. District management is not at liberty to divulge information concerning termination of employment except to the employee involved. Below are examples of some of the most common circumstances under which employment is terminated, either with or without cause, consistent with every District employee's at-will employment status:

- Separation/Resignation:

Employment termination initiated by an employee who chooses to leave the organization voluntarily, or by an employee who fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her Supervisor.

~~An permanent~~ employee, who desires to ~~terminate-separate from~~ employment, shall submit a written resignation giving at least two (2) weeks' notice. The General Manager may consent to accepting less than two weeks as adequate notice to be considered in good standing.

- Termination/Discharge:

Employment termination initiated by the ~~organization~~ District.

- Layoff:

Involuntary employment termination initiated by the organization for reorganization, efficiency and/or economic reasons.

- Retirement:

Voluntary retirement from active employment status initiated by the employee.

- Death of Employee:

Immediate family should notify the District as soon as possible.

The District will generally schedule exit interviews at the time of employment termination. If a termination occurs on a non-work day, an exit interview will be scheduled the next business day. The exit interview will afford an opportunity to

discuss such issues as continuation of employee benefits, suggestions for improving employment conditions, complaints, questions or the return of District owned property. Notwithstanding this practice, since employment at the District is "at will" and based on continuing mutual consent, both the employee and the District have the right to terminate employment at any time, with or without cause.

Employees will receive their final compensation upon termination in accordance with applicable Federal and State laws. An employee who has submitted their resignation will receive his/her final check the next pay period. For any other reason for termination, the employee will receive their final paycheck within 72 hours. Any terminating employee will be paid for all work and accrued, unused vacation through the last day worked. Also, if applicable a prorated cell phone stipend.

The District does not generally make payments of "severance" compensation, other than salary and compensation amounts to which employees are entitled by law.

All District owned property and equipment, including vehicles, keys, cell phones, uniforms, identification badges, and credit cards must be returned immediately upon termination of employment. Employees who fail to return such property will be liable for the cost of replacement and/or other damages incurred by the District.

B. Reductions in Workforce

District may lay off an employee because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The General Manager will identify those classifications which will be reduced which will minimize the impact and will meet the necessary reduction in force requirements as determined by the District.

In determining which employees will be subject to layoff, the District will take into account among other things, operation and requirements, the skill, productivity, ability, seniority and past performance of those involved.

Notification:

- a. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employee(s) being laid off.

b. All regular District employees to be laid off will be given written notice from Human Resources or designee of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

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EMPLOYEE COPY

ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION and PARK DISTRICT EMPLOYEE MANUAL AND TERMS OF EMPLOYMENT

I have received my copy of the Pleasant Valley Recreation and Park District's Employee Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the ~~manual~~ Manual.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages, and working conditions and locations at any time. I understand and agree that other than the General Manager of Pleasant Valley Recreation and Park District, no Manager, Supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing, signed by the Board of Directors.

I understand and agree that nothing in the employee ~~manual~~ Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the District.

Employee Signature

Date

Employee Name (Please Print)

The information in this handbook supersedes all previously issued publications, documents or memoranda that would be in conflict with the provisions set forth herein.

TO BE RETAINED IN THE EMPLOYEE'S HANDBOOK



UNREPRESENTED EMPLOYEE MANUAL

Administrative Office
(Community Center/Senior Center)
1605 E. Burnley St., Camarillo 93010

Parks Department Office
(Located at Freedom Park)
480 Skyway Dr., Camarillo 93010
(805) 482-5396

DRAFT

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ARTICLE 1 – GENERAL INFORMATION

A. Purpose and Intent

It is the purpose of this Unrepresented Employee Manual (Manual) is to establish a system of uniform and appropriate personnel policies and procedures which will provide the Pleasant Valley Recreation and Park District with a productive, efficient, stable and representative workforce by incorporating the following principles:

- Recruiting, selecting and advancing employees on the basis of their relative ability, education, training, knowledge, and skills relevant to the work to be performed and providing progressive employment programs which encourage and support employee development.
- Establishing and maintaining a uniform plan of classification and pay based upon the relative duties and responsibilities of positions.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination based on race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation or disability with proper regard for their privacy and constitutional rights.
- Establishing ethical standards of conduct required of employees which will promote the proper operation.

B. Scope

This Manual shall govern and affect personnel administration for unrepresented employees of the Pleasant Valley Recreation and Park District, unless otherwise specified below:

- Board of Directors of the Pleasant Valley Recreation & Park District
- General Manager
- General Counsel
- Volunteer personnel who provide services to the District without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the District)
- Outside and independent contractors, engaged to provide expert, professional, technical or other services
- Regular employees who have entered into a written employment agreement with the District, unless otherwise specified in the employment agreement

The manual shall also not supersede any local, State, or Federal statutes, rules, and/or regulations. To the extent that this Manual conflicts or is inconsistent with any applicable local, State, or Federal law, or the Personnel Policy and Procedure Manual, the terms and conditions of said local, State, or Federal law shall apply over this Manual.

In addition, unrepresented employees can refer to the Personnel Policy and Procedure Manual for All Employees for further information regarding their employment rights and obligations, to the extent such information is not addressed in this Manual. To the extent that this Manual conflicts or is inconsistent with the Personnel Policy and Procedure Manual, the terms and conditions of this Manual shall apply over the Personnel Policy and Procedure Manual.

C. Right to Revise

This Manual provides employment policies and practices for unrepresented employees of the District in effect at the time of publication. All previously issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this Manual are superseded.

The General Manager is authorized to issue written administrative orders to establish procedures and practices for administration of all District personnel system and to interpret or clarify any provisions of the Manual.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Manual or in any other document. However, any such changes must be in writing and must be signed by the General Manager and approved by the Board of Directors of the District.

Any changes to this Manual will be distributed in writing to all affected employees so that employees will be aware of the new policies or procedures. No oral statements, representations, or conduct can in any way alter the provisions of this Manual.

Except as provided by law or local regulation, this Manual sets forth the entire agreement between unrepresented employees and the District as to employment with the District. Nothing in this Manual or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. District employees, including unrepresented employees, remain employed at-will at all times.

D. At-Will Employment

All District personnel are employed on an at-will basis and may be terminated with or without cause and with or without notice at any time by the District. Nothing in this Manual shall limit the right to terminate at-will employment. No Superintendent, Manager, Supervisor, or employee of the District has any authority to enter into an

agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of Pleasant Valley Recreation and Park District have the authority to make any such agreement with the General Manager, which is binding only if it is in writing and signed by both parties.

ARTICLE 2 – EMPLOYMENT INFORMATION

A. Exempt Employees

An exempt employee based on duties and responsibilities, does not fall under certain wage and time requirements of federal and state regulations. An exempt employee does not receive overtime or compensatory time off. Exempt employees are required to record their hours worked on a timecard.

B. Non- Exempt Employees

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Nonexempt employees are required to record their hours worked on a time clock and/or timecard. All employees, unless notified otherwise by management, are nonexempt.

C. Introductory Period – New Hires & Promotional Appointments

The purpose of the probationary period is to train, observe and evaluate the employee. During this time, an employee will learn their responsibilities, get acquainted with fellow co-workers, and their employer will determine whether or not they are satisfied with the employee performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at the conclusion of the 90-day introductory period. Employees within their introductory period do not receive District benefits unless stated in this Manual.

During the introductory period, full time and part time year-round employees are eligible for health insurance, paid holidays upon hire date, and accrue vacation and sick time. After the 90-day introductory period, an employee may utilize their accrued vacation and sick time. Throughout the introductory period they may not make use of any accrued leave including vacation, sick, jury duty, bereavement and any other special days.

D. Re-Hires

Former employees may be considered for rehire provided they left employment with the District in good standing and meet all qualifications of the current open position they are seeking. If they are rehired after 90 days, they will not retain credit

for length of service for the purpose of calculating vacation and sick leave accrual and anniversary awards.

If the length of time since the end of employment is greater than 30 days the persons under consideration for rehire will be required to complete a new drug, tuberculosis and alcohol screen, physical, references and fingerprint clearance.

Employees who are on any type of leave of absence, work-related or non-work-related, or after completing the work assignment for the season for which they were hired, will be placed on an inactive status. During the time the employee is on inactive status, benefits such as vacation and sick leave benefits by the District will not be earned or continued, and seniority will not continue to accrue. Health insurance will continue under certain circumstances as detailed in the Leaves of Absence policies.

E. Nepotism (Employment of Relatives)

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 3 – LEAVE OF ABSENCE

The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave may be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.

Employees should contact the Administrative Services Manager or designee for further information.

A. Vacation

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period of leave, including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation time must be sufficient to cover any requested vacation time off before it can be taken, and vacation leave will not be advanced or paid in lieu of taking actual time off.

It is the mutual responsibility of the employee and his/her Supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached. If accrued but unused vacation leave reaches the maximum, vacation leave shall cease to accrue until such time as leave falls below the maximum accrual limit.

For each pay period vacation will accrue in accordance with the following schedule, subject to the accrual limitations and policies.

FULL TIME			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	3.08	80	160
6-8 Years	3.85	100	200
9-12 Years	4.62	120	240
13-15 Years	5.38	140	280
15(+) Years	6.15	160	320
PART TIME YEAR-ROUND			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	2.31	60	80
6-8 Years	2.89	75	100
9-12 Years	3.47	90	120
13-15 Years	4.04	105	140
15(+) Years	4.61	120	160

Vacation begins to accrue the first payroll period of employment but no accrued vacation time may be used by new or rehired employees until completion of 90 days of continuous service. Leave may be used in increments of one (1) hour or more. Exempt employees absent for three (3) hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation.

Current accrued vacation is reflected on pay stubs. If an error has been made on an employee's vacation accrual, it should be immediately reported to payroll for a correction or explanation.

Supervisors shall respond to a written request for vacation within five (5) business days from the date in which the employee provides their direct Supervisor the request. Upon the request of the employee, the Supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request; however; the District reserves the right to deny employee vacations if required by business necessity. Vacation

schedules should be coordinated a minimum of two (2) weeks in advance and approved by a Supervisor.

Seniority and annual rotation may be taken into consideration when resolving schedule conflicts. The General Manager will make final determinations on disputes over time off requests.

An employee whose employment terminates (including employees in their introductory period) will be paid for accrued unused vacation days.

B. Management Leave

It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District allows regular exempt employees the ability to accrue twenty (20) hours of additional management leave per quarter to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 20 hours will be accrued the first pay dates in January, April, July and October. The maximum accrual cap is 20 hours per quarter, and quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually.

Exempt employees are required to perform a minimum of four (4) hours of work per day; if less than four (4) hours of work per day is performed it is expected that the employee record their time not worked as management leave or one of the other appropriate leave types. If the exempt employee works anything other than their normal work day it is expected that they receive approval from the General Manager or designee.

C. Sick Leave

Sick leave is a benefit that full time and part time year-round employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's

spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of one quarter (1/4) hour increments or more.

In cases of diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member, up to one-half of the employee's sick leave accrual for the year (up to 48 hours) can be used to attend to a family member. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the General Manager.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The District shall require certification for use of sick leave for unscheduled absences under this subparagraph C.

1. Full Time Employees Sick Leave Accrual

Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

2. Part-Time Year-Round Employees

Employees in this classification will receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning the seventh pay period employees will accrue sick leave at 2.76 hours per pay period.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

3. Temporary or Seasonal and/or Part Time Restricted Employees

Temporary or Seasonal Employees shall receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning their second year of employment the employee will receive an additional twenty-four (24) hours, not to exceed forty-eight (48) hours.

4. Charge for Sick Leave

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments. Sick leave can only be charged to days the employee was scheduled to work.

5. Proof of Illness

A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more.

6. Notice of Sickness

The Department Manager or designee must be notified not later than one hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day. If the need for leave is unforeseeable, the employee shall provide notice as soon as possible

7. Cash Value upon Termination

Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of employment shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours and employees with 10 years and over of service will be compensated at a rate of fifty percent (50%) and limited to 1,000 hours. The cash value compensation is based upon salary in effect at the time of Termination.

8. Value upon Retirement

Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

D. Compensatory Time Off

Full Time employees may accrue compensatory time off hours in lieu of being paid overtime for all worked overtime hours, with approval of their Supervisor. Compensatory time off is accrued at one- and one-half times the regular pay rate of the employee. Approval to work compensatory time must be approved by a Supervisor prior to working. The District has a cap of 80 hours on accrued compensatory balances. No additional compensatory time may be accrued until such hours fall below the maximum allowable accumulation. Employees who cannot accrue additional compensatory time off will be paid for overtime as required by law.

In the event that an employee is promoted, all compensatory time will be paid to the employee on the final paycheck of their previous position.

The granting, recording, and taking of compensatory time off shall be in accordance with established vacation/time off procedures.

E. Bereavement Leave

In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year-round employee up to eighteen (18) hours of bereavement leave, as provided below.

For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When travel to a distant greater than 400 miles or other circumstances require an absence longer than three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.
3. If the employee requests to take a cumulative leave of longer than five (5) consecutive work days, the District may allow the use of accrued vacation or compensatory time.

An employee desiring to attend a funeral of others than described above may be given the time off, provided he/she so notified his/her Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, management or compensatory annual leave.

F. Personal Leave

A personal leave of absence without pay may be granted at the discretion of the District General Manager or designee. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves of absence. Each request for a leave of absence will be considered on a case-by-case basis. All accrued vacation must be used before beginning a personal leave of absence. Requests for personal leave should be limited to unique circumstances requiring an absence of no longer than two (2) weeks.

Employees will be required to make payment in advance as applicable for their health, vision, and dental insurance coverage during the leave of absence as applicable. Failure to make payment for coverage may result in cancellation of that coverage.

Requests for personal leave must be submitted in writing to, and approved by, the General Manager.

The District cannot guarantee that the employee's job will be held open for them until they return from a leave. The District will make every effort to return an employee to the same or a similar job; however, if no job opening exists for which they are qualified they will be laid off for lack of work.

An employee on personal leave may not accept other employment while on leave. If they do so, they may be subject to immediate termination.

Failure to return to work as scheduled at the end of a personal leave will be considered abandonment of employment and voluntary resignation by the employee.

G. Emergency Leave Donations

Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, sick, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

The Department Manager must approve, in advance, the donation.

- Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.

- Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
- Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
- The donating employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

Donations are entirely voluntary, and time is to be donated in whole hour increments.

- The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by Article 26.
- Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.

H. Family and Medical Leave

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

I. Pregnancy Disability Leave

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

J. Leave of Absence Without Pay

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 4 - BENEFITS

The District provides a comprehensive array of benefits. Further details regarding the benefits set forth below can be obtained from the Administrative Services Department.

A. California Public Employee Retirement System (CalPERS)

The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.

Part-time year-round employees may become eligible if they work over 1000 hours in a fiscal year. See the Administrative Services Department for additional details. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.

According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.

1. For employees with a hire date before March 31, 2011 the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.

a. Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).

b. All represented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.

2. For employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.

a. Employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013 will be responsible for paying a 7% employee contribution rate.

3. For employees with a hire date on or after January 1, 2013 who are new PERS members, as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

a. Employees hired after January 1, 2013 who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees' Retirement Law.

B. Deferred Compensation 457 Plan

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

C. Insurance Programs

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

D. Workers' Compensation

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

E. Other Employee Paid Benefits

The District may make additional benefits available to employees at a cost.

F. Holidays

The District provides regular full-time employees 12 paid holidays on the days listed below:

- New Year's Day – January 1st
- Martin Luther King Jr. Birthday – Third Monday in January
- Presidents' Day – Third Monday in February
- Memorial Day – Last Monday in May

- Independence Day – July 4th
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day- December 24th
- Christmas Day – December 25th

For most employees, if a holiday falls on Saturday, the holiday will be observed on the Friday before, and holidays falling on Sunday will be observed on the Monday after.

1. Regular full-time non-exempt employees will receive straight time pay for holidays. Paid holiday leave will be equal to the number of hours an employee regularly would have been scheduled to work had it not been a holiday.
2. Part-time Year-Round employees will receive straight time pay for holidays. Paid holiday leave will be equal to 6 hours.

To receive holiday pay, they must work the normal work day immediately before and after the holiday. If on approved leave (e.g., vacation) they will receive the holiday leave pay and that day will not be counted against approved leave accrual.

If an unscheduled day off is taken, then they will not receive holiday pay, unless a doctor's note can be provided. A full-time employee who is required to work on a District holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.

An employee must be in a normal regularly scheduled work status to receive holiday pay. Management can change or modify any of the holidays based on business needs. The District Administration Office is closed on the holidays listed above; however, other facilities and programs may be open on a holiday.

If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time

employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday compensatory time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

G. Training Programs, Seminars, Conferences, Lectures, Meetings or Other Outside Activities

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

H. Compensation During Travel Away from the District

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

I. Recording Expenses Incurred

Please refer to the PVRPD Travel Policy.

J. Educational Assistance Program

The District recognizes that the skills and knowledge of its employees is critical to the success of the organization. The educational assistance program encourages personal development through formal education to maintain and improve job-related skills or enhance the ability to compete for reasonably attainable jobs within the District. Educational assistance is contingent on the annual budget of the District and its allocation for such educational purposes.

1. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.
 - i. To maintain eligibility, an employee must remain on the active payroll and be performing their job satisfactorily through completion of each course. All courses are to be taken at a time that does not interfere with the District operations. Veterans eligible for education benefits from the Federal Government or the State of California must maximize such benefits before applying for reimbursement under this program.
 - ii. The courses shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current

duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.

2. Eligible employees will be reimbursed for 75 % of their cost for tuition and books for each semester for a maximum of \$1,200 per fiscal year.
 - i. An outline of the course(s) and written approval from the General Manager prior to registration must be submitted.
 - ii. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
 - iii. Receipts for tuition and books must be submitted within 30 days of course completion.
3. Employees must remain with the District for a minimum of one year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one year, they will have 30 days from resignation or termination to reimburse the District for all educational financial assistance received. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

For more information contact the Administrative Services Department.

K. Americans With Disabilities Act

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 5 - MANAGEMENT

A. Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her Supervisor. The first performance evaluation should take place approximately after the completion of the 90-day introductory period. Subsequent performance evaluations will be conducted annually (during the anniversary month of the employee's employment with the District, or month of last promotion). The frequency of performance evaluations may vary depending upon length of service,

job position, past performance, changes in job duties, or recurring performance problems. The Administrative Services Department will monitor upcoming dates of performance evaluations and will notify Supervisors of performance evaluations to be conducted.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. It is important to remember that increases are not granted automatically and that each job classification is assigned a salary range. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with their Supervisor, and that they are aware of its contents.

B. Employee Property

An employee's personal property brought onto District premises, including but not limited to packages, purses, backpacks and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

C. Cell Phone Allowance / Stipend Policy

Full time and part time year-round employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs.

1. \$30.00 per pay period given to management and other exempt staff with the expectation that these employees will answer phone calls and respond to urgent emails after hours.
2. \$21.00 per pay period given to employees in a Supervisory/lead worker capacity with the expectation that these employees will receive emergency calls from staff after hours.
3. \$14.00 per pay period given to staff members who may be away from their desks or not provided a landline for extended business hours.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District owned cell phones. If personal use occurs, disciplinary measures will be implemented. The District may provide On-Call / Call Out cell phones to be used per this section.

Employees receiving an allowance/stipend should consult with either the Administrative Services Department or the designee prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

D. Auto Allowance

Employees may be provided an auto allowance at the discretion of the General Manager and based on their average mileage in a six (6) month period. Employees with an auto allowance may be reviewed every two years or as needed.

E. Personnel Files

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 6 - STANDARDS OF CONDUCT

A. Punctuality and Attendance

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

B. Disciplinary Action

Violation of the law, District policies and rules may warrant disciplinary action. The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

C. Off-Duty Conduct

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

D. Outside Business or Employment

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

E. Open-Door Policy / Grievance Process

Suggestions for improving the District are always welcome. If an employee has a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving, excluding any disciplinary action, the following steps should be taken:

1. Appeal to Supervisor

In order to minimize potential misunderstandings first discuss any problem, concern, or grievance with the direct Supervisor. It is expected that any problem or grievance is addressed as soon as possible after the occurrence of the problem.

- Supervisors will make an effort to promptly investigate the matter and attempt to resolve the problem or provide an explanation or, where warranted, propose a remedy within one week from the occurrence, unless circumstances require a longer period.

2. Appeal to Manager (as applicable)

If unsatisfied with the response or resolution by the Supervisor, the employee and their Supervisor may request an appointment with the Supervisor's direct report

(Manager, or General Manager) within ten (10) working days, as applicable. The Services Manager or General Manager may then schedule an interview with the employee and attempt to resolve the problem within a reasonable period of time.

3. Appeal to Administrative Services Manager or Designee

Should an employee not receive an answer or resolution from his/her Supervisor or Manager which is satisfactory to the employee, the employee may refer the matter to the Administrative Services Manager for further review within ten (10) working days. The Administrative Services Manager may then schedule a meeting with the employee and attempt to investigate and resolve the matter within a reasonable period of time. If assistance is needed with the complaint, or it is preferred to make a complaint in person, contact the Administrative Services Manager. It is encouraged that employees bring the matter up as soon as possible if the immediate Supervisor or Manager has failed to resolve it.

4. Appeal to General Manager

If an employee remains unsatisfied with the response or resolution of the matter by his/her Supervisor, Manager, and the Administrative Services Manager, the employee may request an appointment with the General Manager of the District. The General Manager may, in their discretion, then arrange an interview with the employee and attempt to resolve the problem. The General Manager's decision will be considered final and conclusive for all parties.

This procedure is important for both the employee and the District and it cannot be guaranteed that every problem will be resolved to the employee's satisfaction. However, the District values observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation. This procedure does not alter the at-will nature of employment with the District.

F. Drug and Alcohol Abuse

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

G. Business Conduct and Ethics

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

H. Conflict of Interest; Gifts; Gratuities; Political Activity Policy

Employees shall adhere to all applicable rules or polices and state law regarding conflicts of interest, and shall not take part in, or attempt in any manner to influence the consideration of any application, proceeding or other matter involving their own

personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee must disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such manner.

Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was intended to influence them or could be expected to influence them in the performance of their official duties, or was intended as a reward for any official action on their part.

(a) Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided, they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.

(b) An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.

Political activities of all employees shall be governed by the applicable provisions of State and Federal law.

I. Anti-Harassment, Discrimination, and Abusive Conduct Policy

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 7 - WAGES

A. Work Schedules

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

B. Alternative Work Schedule - 9/80

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

C. Timekeeping Requirements

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

D. Administrative Pay Corrections

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

E. Payment of Wages

Paychecks are normally available by 4 p.m. every other Thursday at the Administration Office as outlined on the District's payroll schedule. Beginning July 14, 2016 paychecks will be mailed to the current mailing address on file; paychecks will no longer be available for pick up.

F. Payroll Records

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

G. Unclaimed/Lost Paychecks

Until July 14, 2016 if any paycheck is not picked up by the employee within seven (7) days of the date issued, the check will be sent to the employee's last known address.

Checks lost or otherwise missing should be reported immediately to Accounting so that a "stop payment" order may be initiated. Management will determine when, and if, a new check should be issued to replace a lost or missing check.

H. Direct Deposit

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

I. Pay for Mandatory Meetings / Training

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

J. Overtime for Non-Exempt Employees

Employees may be required to work overtime as business necessities arise. For all non-emergency needs, the District will provide as much advance notice as possible to the employee of the need to work overtime as applicable with Federal and State laws. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The District will attempt to distribute overtime evenly. All overtime work must be previously authorized by a Supervisor. The District

provides compensation for all overtime hours worked by non-exempt employees in accordance with Federal law as follows:

All hours worked in excess of regularly scheduled hours in one workweek will be treated as overtime. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. The workweek begins Saturday at 12:01 a.m. and ends Friday at 11:59 p.m. Compensation for actual hours worked in excess of 40 worked hours for the workweek shall be paid in accordance with applicable law at the rate of one-and-one-half the employee's regular rate of pay to the nearest quarter hour

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

K. Meal and Rest Periods

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

L. Business Expense Reimbursement

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

M. Call in to Work

The District will pay a minimum of two hours of designated pay to employees who are contacted by and required by their immediate Supervisor or Crew Lead to report to work on a day other than their normally scheduled workday or after their normal workday has ended. This may involve emergency situations.

N. Shift Differential Pay

The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay full time employees a shift differential of two-and-one half (2½%) percent for hours worked between 8:00 pm and 6:00 am.

O. Out of Class Assignments

If it is necessary to specifically assign in writing an employee all of the significant duties of a higher classification for more than 16 consecutive working days or more (128 regular hours) in duration, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of

the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class.

- a. This policy shall apply in temporary situations due to:
 - i. The extended leave or other temporary absence of the employee in the higher classification;
 - ii. Or if the position to be filled is vacant and there is no valid eligibility list for the classification. In this case, if the Division Head has initiated procedures to fill the vacancy, he/she may assign an employee to fill that position on a temporary basis not to exceed 60 days. If an eligibility list exists for the vacant position, the Division Head may appoint an employee from the eligibility list at the earliest possible date.
 - iii. No regular positions shall be filled by out-of-class appointees for a period longer than 60 days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies approved by the Administrative Services Manager.
 - iv. Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.
 - v. Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.
 - vi. The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled does not constitute working out-of-class.
 - vii. When an employee is assigned to work in a higher-level classification that entails moving the employee into a different classification other than that which is his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, a part time non-exempt employee temporarily filling a regular full-time position shall receive no benefits nor shall he/she be subject to retirement system payments.
 - viii. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular assignment.
 - ix. At the time an employee returns to his/her regular assigned position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from the appointment. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the General Manager.

- x. Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.

The District will not pay employees who report to work but are unable to work due to the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the District's power to control.

P. Advances

Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.

ARTICLE 9 - SEPARATION FROM SERVICE /TERMINATION

A. Separation of Employment

Termination of employment is a regular and inevitable aspect of personnel activity within any organization, and many of the reasons for termination are routine. District management is not at liberty to divulge information concerning termination of employment except to the employee involved. Below are examples of some of the most common circumstances under which employment is terminated, either with or without cause, consistent with every District employee's at-will employment status:

Separation/Resignation: Employment termination initiated by an employee who chooses to leave the organization voluntarily, or by an employee who fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her Supervisor. An employee who desires to separate from employment shall submit a written resignation giving at least two (2) weeks' notice. The General Manager may consent to accepting less than two weeks as adequate notice to be considered in good standing.

Termination/Discharge: Employment termination initiated by the District.

Layoff: Involuntary employment termination initiated by the organization for reorganization, efficiency and/or economic reasons.

Retirement: Voluntary retirement from active employment status initiated by the employee.

Death of Employee: Immediate family should notify the District as soon as possible.

The District will generally schedule exit interviews at the time of employment termination. If a termination occurs on a non-work day, an exit interview will be scheduled the next business day. The exit interview will afford an opportunity to discuss such issues as continuation of employee benefits, suggestions for improving employment conditions, complaints, questions or the return of District owned property. Notwithstanding this practice, since employment at the District is "at will" and based on continuing mutual consent, both the employee and the District have the right to terminate employment at any time, with or without cause.

Employees will receive their final compensation upon termination in accordance with applicable Federal and State laws. An employee who has submitted their resignation will receive his/her final check the next pay period. For any other reason for termination, the employee will receive their final paycheck within 72 hours. Any terminating employee will be paid for all work and accrued, unused vacation through the last day worked. Also, if applicable a prorated cell phone stipend.

The District does not generally make payments of "severance" compensation, other than salary and compensation amounts to which employees are entitled by law.

All District owned property and equipment, including vehicles, keys, cell phones, uniforms, identification badges, and credit cards must be returned immediately upon termination of employment. Employees who fail to return such property will be liable for the cost of replacement and/or other damages incurred by the District.

B. Reductions in Workforce

District may lay off an employee because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The General Manager will identify those classifications which will be reduced which will minimize the impact and will meet the necessary reduction in force requirements as determined by the District.

In determining which employees will be subject to layoff, the District will take into account among other things, operation and requirements, the skill, productivity, ability, seniority and past performance of those involved.

Notification:

- a. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employee(s) being laid off.
- b. All regular District employees to be laid off will be given written notice from Human Resources or designee of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

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EMPLOYEE COPY

ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION and PARK DISTRICT EMPLOYEE MANUAL AND TERMS OF EMPLOYMENT

I have received my copy of the Pleasant Valley Recreation and Park District's Employee Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages, and working conditions and locations at any time. I understand and agree that other than the General Manager of Pleasant Valley Recreation and Park District, no Manager, Supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing, signed by the Board of Directors.

I understand and agree that nothing in the employee Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the District.

Employee Signature

Date

Employee Name (Please Print)

The information in this handbook supersedes all previously issued publications, documents or memoranda that would be in conflict with the provisions set forth herein.

TO BE RETAINED IN THE EMPLOYEE'S HANDBOOK

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

- A. Chairman Kelley
- 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. Foundation for Pleasant Valley Recreation and Parks
- G. General Manager's Report