

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

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
November 7, 2018**

**5:00 P.M.                      CLOSED SESSION**

**1. CALL TO ORDER**

**A. Adjourn to Closed Session**

**B. CLOSED SESSION - 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 and Eric Storrie regarding labor negotiations with the employee organization, SEIU Local 721.

**C. Reconvene into Regular Meeting**

**6:00 P.M.                      REGULAR MEETING                      NEXT RESOLUTION #603**

**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/Holiday Events**

**B. Camarillo Youth Basketball Association**

**C. Camarillo Pony Baseball Association**

**D. Springville Dog Park Closure Options**

**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 Meetings of September 6, 2018 and October 3, 2018**  
Approval receives and files minutes.

**B. Warrants, Accounts Payable & Payroll**

Approval of District's disbursements dated on or before October 26, 2018.

**C. Financial Report**

Monthly unaudited financial reports are presented to the Board for information. Approval receives and files the financial reports for September 30, 2018.

**8. PUBLIC HEARING – A Public Hearing on use of Quimby Fees for the Construction of Freedom Park Ballfields Phase II.****A. Consideration and Adoption of Resolution No. 602 Finding that it is Reasonably Foreseeable that Inhabitants of the Fairfield Camarillo LLC Subdivision Located at 300 Lewis Road will be Served by the Proposed Phase II Additions to Freedom Park**

The Freedom Park Baseball Fields Phase II Project has been identified as an item to be funded from Fund 30.

Suggested Action: A MOTION to Adopt Resolution No. 602, finding that it is reasonably foreseeable the residents of Fairfield Camarillo LLC's subdivision at 300 Lewis Road will be served by the proposed Phase II additions to Freedom Park.

**9. NEW ITEMS - DISCUSSION/ACTION****A. Consideration and Approval of Bid Award for Freedom Park Baseball Fields Project to Union Engineering Company, Inc. with a Concurrent Fund 30 Budget Adjustment**

The Freedom Park Baseball Fields will have a \$1,073,050 fiscal impact to the Capital/Quimby budget as there were no funds budgeted at the adoption of the fiscal year 2018-2019 budget in June 2018.

Suggested Actions: 1) A MOTION to Approve and authorize the General Manager to award and execute a contract with Union Engineering Company, Inc. for the Freedom Park Baseball Fields Project in the amount of \$975,500 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$97,550 for a total authorized expenditure of \$1,073,050 and

2) A MOTION to Approve a budget adjustment in the amount of \$1,073,050 in Fund 30.

**B. Review and Approve the Right of Entry Agreement Between the Calleguas Municipal Water District and Pleasant Valley Recreation and Park District for Springville Park**

Calleguas Municipal Water District is constructing several interconnections with nearby water agencies to improve water supply reliability during an imported water outage.

Suggested Action: A MOTION to Approve the Right of Entry agreement with the Calleguas Municipal Water District for Springville Park.

**C. Approval and Bid Award of the Contract Agreement Between the District and RSD Systems Inc. DBA Aqua Creations for Fiberglass Resurfacing of the Pleasant Valley Aquatic Center Pool**

During the FY 2018-2019 budget development, staff identified the Aquatic Center's Pool Shell Resurfacing as a necessary Capital Improvement Project.

Suggested Action: A MOTION to Approve the RFP and authorize the General Manager to enter into an agreement with RSD Systems Inc. DBA Aqua Creations for fiberglass resurfacing of the Pleasant Valley Aquatic Center's pool.

- D. Update on Proposed Placement Locations for a New Picnic Shelter at Pitts Ranch Park**  
During the development of the Parks Department's budget, the Board had directed staff to explore park options to add additional reservable picnic shelters.

Suggested Actions: Provide direction on the location of an additional picnic area structure at Pitts Ranch Park.

- E. Consideration, Selection and Vote for CAPRI Board of Directors (Upper & Middle 1/3 Tiers)**  
Nominate and elect two candidates for the California Association for Park and Recreation Insurance (CAPRI) Board.

Suggested Action: A MOTION to Approve the designation of two members to sit on the CAPRI Board.

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

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

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

**12. 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 Youth Basketball Association**

Date: 10/17/2018

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

***Wednesday, November 7 at 6pm at The City of Camarillo Council Chambers***

| OFFICERS     | NAME            | ADDRESS             | DAY PHONE              | CELL PHONE     |
|--------------|-----------------|---------------------|------------------------|----------------|
| President    | Shannon Porter  | 1517 Shepherd Dr    | Camarillo 805-444-1382 |                |
| Program Dir  | Mike Willard    | 381 East Loop       | Camarillo 805-302-9693 |                |
| Treasurer    | Mark Schienbein | 1183 Via Carranza   | Camarillo              | (818) 383-3977 |
| Secretary    | Terri Barton    | 5716 Terra Bella Ct | Camarillo 805-377-8786 |                |
| Facilities   | Shannon Porter  | 1517 Shepherd Dr    | Camarillo 805-444-1382 |                |
| Rules & Refs | Mark Davis      |                     |                        |                |

Number of participants last year: 458

Projected number of participants upcoming year: 470

Changes Organization has made from previous year: Shannon has stepped in as an "Interim-Chair" because Tony Sheppard has been deployed unexpectedly. Mark Schienbein has taken over as Treasurer because the previous Treasurer had some family issues come up. Don's program is no longer in existence.

Comments for the PVRPD Board of Directors: Raised fees for the first time in 5 years to \$180; Don's program has been eliminated completely. We were down to 2 teams since last year and those teams have lost too many players to continue.

Primary Facility (ies) Used? local basketball gymnasiums

What Time are Board Meetings Held? first Wednesday of each month (except July)

Where are Board Meetings Held? East Meeting Room - PV Fields

When are new Board Members Elected? April

When are new Board Members Installed? May

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 October 11, 2018 to:***

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

Form Completed by (print): Shanon Porter  
Sign: Shannon Porter

Date 10/22/2018

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

NAME OF ORGANIZATION Camarillo Youth Basketball Association

Last Year's Financial Statement

Proposed Budget

| Period:               | 2017-18             |
|-----------------------|---------------------|
| <b>CHECKING</b>       |                     |
| Beginning Balance:    | \$ 43,988.18        |
| <b>Revenue:</b>       |                     |
| Registration:         | \$ 82,480.00        |
| Tournaments:          | \$ -                |
| Sponsors:             | \$ 168.00           |
| Snack Bar:            | \$ -                |
| Interest:             | \$ 3.64             |
| Dues:                 | \$ -                |
| Miscellaneous Income: | \$ 20.00            |
| <b>Total Revenue</b>  | <b>\$ 82,671.64</b> |

| Period:               | 2018-19             |
|-----------------------|---------------------|
| <b>CHECKING</b>       |                     |
| Beginning Balance:    | \$ 43,041.00        |
| <b>Revenue:</b>       |                     |
| Registration:         | \$ 91,314.00        |
| Tournaments:          | \$ -                |
| Sponsors:             | \$ 1,000.00         |
| Snack Bar:            | \$ -                |
| Interest:             | \$ 10.00            |
| Dues:                 | \$ -                |
| Miscellaneous Income: | \$ -                |
| <b>Total Revenue</b>  | <b>\$ 92,324.00</b> |

| <b>Expenses:</b>               |                     |
|--------------------------------|---------------------|
| Admin Expense                  | \$ 2,229.37         |
| Advertising                    | \$ 2,023.62         |
| Awards                         | \$ 5,025.95         |
| Equipment                      | \$ 363.39           |
| Facility/Field Maint.          | \$ 17,339.00        |
| Insurance                      | \$ 5,251.58         |
| Internet (online registration) | \$ 4,567.80         |
| Scholarships:                  | \$ 1,870.00         |
| Maintenance (field/facility)   | \$ -                |
| Miscellaneous (pictures)       | \$ 1,023.63         |
| Paid Staff                     | \$ -                |
| Professional Services (refs)   | \$ 16,785.45        |
| Refunds / Bad Chk              | \$ 6,790.00         |
| Safe Haven (BkGrnd Chk)        | \$ 2,825.00         |
| School District                | \$ -                |
| Snack Bar Resale               | \$ -                |
| Donations                      | \$ 1,000.00         |
| Tournament Entries             | \$ 1,785.00         |
| Uniforms                       | \$ 14,739.03        |
| Contingency                    | \$ -                |
| <b>Total Expense:</b>          | <b>\$ 83,618.82</b> |

| <b>Expenses:</b>               |                     |
|--------------------------------|---------------------|
| Admin Expense                  | \$ 2,290.00         |
| Advertising                    | \$ 2,650.00         |
| Awards                         | \$ 5,050.00         |
| Equipment                      | \$ 900.00           |
| Facility/Field Maint.          | \$ 18,000.00        |
| Insurance                      | \$ 5,616.00         |
| Internet (online registration) | \$ 4,768.00         |
| Scholarship                    | \$ 2,160.00         |
| Maintenance (field/facility)   | \$ -                |
| Miscellaneous (pictures)       | \$ 1,404.00         |
| Paid Staff                     | \$ -                |
| Professional Services (refs)   | \$ 19,306.00        |
| Refunds / Bad Chk              | \$ 10,834.00        |
| Safe Haven                     | \$ 2,920.00         |
| School District                | \$ -                |
| Snack Bar Resale               | \$ -                |
| Donations                      | \$ -                |
| Tournament Entries             | \$ 1,950.00         |
| Uniforms                       | \$ 15,204.00        |
| Contingency                    | \$ -                |
| <b>Total Expense:</b>          | <b>\$ 93,052.00</b> |

|                        |                     |
|------------------------|---------------------|
| Profit / Loss          | \$ (947.18)         |
| <b>Ending Balance:</b> | <b>\$ 43,041.00</b> |

|                        |                     |
|------------------------|---------------------|
| Profit / Loss          | \$ (728.00)         |
| <b>Ending Balance:</b> | <b>\$ 42,313.00</b> |

List Savings/CDs/Investments here:

|                          |              |
|--------------------------|--------------|
| Savings Account          | \$           |
| CD Account (3, 12 month) | \$ 25,218.77 |
| CD Account ___ month     | \$           |
| Investment Account       | \$           |
| Other Account            | \$           |
| Total Other Accounts     | \$           |
| Checking + Other         | \$ 68,259.77 |

List Savings/CDs/Investments here:

|                          |              |
|--------------------------|--------------|
| Savings Account          | \$           |
| CD Account (3, 12 month) | \$ 25,228.00 |
| CD Account ___ month     | \$           |
| Investment Account       | \$           |
| Other Account            | \$           |
| Total Other Accounts     | \$           |
| Checking + Other         | \$ 67,541.00 |



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

Group: Camarillo Pony Baseball Association

Date: 10/15/2018

One representative from your organization must attend the following PVRPD Board Meeting on:
Wednesday, November 7, 2018 at 6pm at Camarillo City Hall

Table with 5 columns: OFFICERS, NAME, ADDRESS, DAY PHONE, CELL PHONE. Rows include President Johnny Lovato, Vice President Alex Mathis, Treasurer Steve Smith, and Secretary Doug Kubiske.

Number of participants last year: 750 Spring, 200 Fall
Projected number of participants upcoming year: 650 Spring, 160 Fall

Changes Organization has made from previous year: New Treasurer, Steve Smith and new Director of Procedures, Dave Grodin. We are still looking to fill our Director of ABL position.

Comments for the PVRPD Board of Directors: Last year ended up better than we expected. We believe with the growth of Camarillo and its surrounding communities that Camarillo Pony baseball will continue to grow. We really need to get more fields built at Freedom Park because the use of the Kildee fields will continue to get more difficult with the school district. We lost the Shetland field this year and foresee more field losses in the future at Kildee.

Primary Facility (ies) Used? Freedom Park and Kildee Fields
What Time are Board Meetings Held? 7pm the first Thursday of each month
Where are Board Meetings Held? Skyway Room at Freedom Park
When are new Board Members Elected? General Board Meeting June of each year
When are new Board Members Installed? General Board Meeting September of each year

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 October 15, 2018
Lanny Binney
1605 E. Burnley Street, Camarillo, CA 93010
Phone: 482-1996 x 17
Fax: 805-482-3468

Form Completed by (print): Johnny Lovato Date 10/15/2018
Sign: JOHNNY LOVATO

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

NAME OF ORGANIZATION Camarillo Pony Baseball Association

Last Year's Financial Statement

Proposed Budget - DRAFT

Date: 8/31/18

From: 9/1/18-8/31/19

Beginning Balance: \$ 138,256.00  
*(Include all accounts, i.e. savings and CDs)*

Beginning Balance: \$ 150,592.00  
*(Include all accounts; i.e. savings and CDs)*

**Revenue:**

Registration: \$ 235,648.00  
Tournaments: \$ 108,112.00  
Fundraisers: \$ 21,729.00  
Snack Bar: \$ 121,100.00  
Interest: \$ -  
Dues: \$ -  
Miscellaneous Income: \$ 590.00  
**Total Revenue** \$ 487,179.00

**Revenue:**

Registration: \$ 223,500.00  
Tournaments: \$ 100,000.00  
Fundraisers: \$ 20,000.00  
Snack Bar: \$ 125,000.00  
Interest: \$ -  
Dues: \$ -  
Miscellaneous Income: \$ 1,000.00  
**Total Revenue** \$ 469,500.00

**Expenses:**

Admin Expense \$ 6,272.00  
Advertising \$ -  
Awards \$ 4,621.00  
Equipment \$ -  
Facility/Field Maint. \$ 28,950.00  
Insurance \$ 11,247.00  
Internet (online registration) \$ -  
Licensing/Membership \$ -  
Maintenance (field/facility) \$ 74,141.00  
Miscellaneous \$ 9,786.00  
Paid Staff \$ -  
Professional Services (refs) \$ 38,592.00  
Refunds \$ -  
Rentals \$ 47,021.00  
School District \$ -  
Snack Bar Resale \$ 118,191.00  
Supplies \$ 25,984.00  
Tournament Entries \$ 42,470.00  
Uniforms \$ 56,025.00  
Contingency \$ 11,543.00  
**Total Expense:** \$ 474,843.00

**Expenses:**

Admin Expense \$ 13,000.00  
Advertising \$ 2,500.00  
Awards \$ 5,000.00  
Equipment \$ -  
Facility/Field Maint. \$ 19,000.00  
Insurance \$ 12,000.00  
Internet (online registration) \$ -  
Licensing/Membership \$ -  
Maintenance (field/facility) \$ 74,500.00  
Miscellaneous \$ 10,500.00  
Paid Staff \$ -  
Professional Services (refs) \$ 40,000.00  
Refunds \$ -  
Rentals \$ 47,000.00  
School District \$ -  
Snack Bar Resale \$ 125,000.00  
Supplies \$ 25,000.00  
Tournament Entries \$ 41,000.00  
Uniforms \$ 58,000.00  
Contingency \$ 1,263.00  
**Total Expense:** \$ 473,763.00

**Ending Balance:** \$ 150,592.00

**Ending Balance:** \$ 146,329.00

*List Savings/CDs/Investments here:*

Savings Account \$ -  
CD Account \_\_\_ month \$ -  
CD Account \_\_\_ month \$ -  
Investment Account \$ -  
Other Account \$ -  
Total Other Accounts \$ -  
  
Checking + Other \$ 150,592.00

*List Savings/CDs/Investments here:*

Savings Account \$ -  
CD Account \_\_\_ month \$ -  
CD Account \_\_\_ month \$ -  
Investment Account \$ -  
Other Account \$ -  
Total Other Accounts \$ -  
  
Checking + Other \$ 146,329.00

**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
September 6, 2018**

**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 6:00 p.m. by Chairman Malloy.

**2. PLEDGE OF ALLEGIANCE**

Director Robert Kelley led the pledge.

**3. ROLL CALL**

**Roll Call**

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Recreation Services Manager Eric Storrie, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Representative and Recording Board Secretary Karen Roberts, Recreation Supervisor Jane Raab, Park Supervisors Nick Marienthal and Matthew Parker, Recreation Coordinator Katlyn Simber-Clickener, Recreation Specialist Connor Soudani, Cheryl Marks, Deborah Faneros, Richard Frank, Larry Davis, W & M Holderied, Sandra Maat, Joyce Mansnerus, Jonny Krup, Bob Aaron, Ray Komar, Aaron Meyers, Carol Woolley, Jacqueline Popok, and Bryan Monka.

**4. AMENDMENTS TO THE AGENDA**

General Manager Mary Otten requested that Item 8.C. *Consideration and Authorization for the General Manager to Purchase and have Installed the Replacement Pool Slide Components from Natural Structures* be pulled from the agenda.

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

**Motion to  
Approve Agenda  
Amendment**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

**5. PRESENTATIONS**

**A. District Highlights**

Recreation Coordinator Katlyn Simber-Clickener presented the highlights of the District's summer and September/October activities, programs and special events. The Aquatic Center had over 1,157 participants this summer in its lesson and camps. The Senior Center is offering September seminars on Tuscany and also Social Security and the Wheel of Fortune Taping excursion on October 25. The semi-annual Community Rummage Sale will be held on October 13. The Recreation Department's End of Summer Camp Out was held on August 17 at Camarillo Grove and plans are underway for the Halloween in the



Park and the annual Christmas Parade and Santa's Village. PVRPD was the home of the USA Softball Western Nationals Championship games at Mission Oaks Park and Pleasant Valley Fields in August. The District's spotlight this month was on National Park and Recreation Month in which PVRPD held a free event every day in July. Over 2600 participants were involved in free hikes, concerts, a cornhole tournament, bingo, free classes, a root beer run, disc golf, movies in the park and a family float night.

#### B. Community Band

Recreation Services Manager Eric Storrie introduced Dan Rhymes who gave a brief background on the Camarillo Community Band. At PVRPD's Concerts in the Park on Thursday nights during July, the band entertained between 400-500 people with its varying local band directors. The Band is currently in its 33<sup>rd</sup> season with over 300 band members on their mailing list of which about 120 participate in the performances each year. They also have holidays performance around the city. The Band is filing for a non-profit status in order to afford increasing expenses and insurance requirements.

### 6. PUBLIC COMMENT

Chairman Malloy accepted 9 speaker cards from Administrative Analyst and Clerk of the Board Anthony Miller. The first speaker, Ray Komar of Camarillo spoke regarding Item 8.A. about the Springville Dog Park retaining wall project. Mr. Komar stated that he uses the dog park on a regular basis and requested that the Board let people know what is going to happen regarding the wall and a temporary park closure.

### 7. CONSENT AGENDA

- A. Minutes for Special Meeting of June 28, 2018 and Regular Board Meeting of July 5, 2018
- B. Warrants, Accounts Payable & Payroll thru August 28, 2018
- C. Financial Report
- D. Consideration and Adoption of Resolution No. 597 Accepting the Final Report on the Pleasant Valley Recreation and Park District Senior and Community Recreation Center Facility Needs Assessment Study and Reauthorization of the Liaison Committee
- E. Consideration and Adoption of Resolution No. 598, an Application for the Habitat Conservation Fund Wildlife Area Activities Grant for Nature and Outdoor Educational Programming
- F. Review and Approval of Surplus Supplies and Equipment List

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

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Motion to  
Approve Consent  
Agenda**

**Carried**

## 8. NEW ITEMS – DISCUSSION/ACTION

### A. Consideration and Approval of Bid Award for the Springville Retaining Wall Renovation Project

Park Services Manager Bob Cerasuolo reviewed the information regarding the Springville Dog Park retaining wall plans which were approved at the July 5, 2018 board meeting. The wall would be a 320 feet long, 50 inch tall concrete wall topped by a 42 inch wooden fence. Two bids for labor only were received and Rolling Stone was recommended to construct the wall. In September and October, there would be a temporary work fence placed about 30 feet from the north hill slope and in November, the park would need to close to allow for trenching, irrigation improvements and grass regrowth.

Board discussion included: closure period, the one million gallon water tank located behind the slope in question, type of wood for the top fence; the process which will include the removal of about 10 feet of soil, the addition of a trench and base before the installation of the block wall and then a back fill with dirt; the Friends of the Camarillo Dog Parks assistance with the added seating and covered areas around the DG track; the geologist report, need for better communication with the community, need for better irrigation, and safety and liability concerns.

Sandra Maat of Camarillo stated that she sees the need for improvement at the Springville Dog Park, but she would like to see alternatives available while the park is being renovated. She asked that another park or field be open for off leash dog use. Ms. Maat also expressed concern about large trees too close to the new wall, the fact that new grass will not grow in very fast and that dogs will chew on any wooden fencing.

Aaron Meyers of Camarillo stated that he was upset with construction plans of the Springville Dog Park and that the sense of community should not be underestimated. He stated that the Mission Oaks Dog Park and the Camarillo Grove Dog Park are substandard in comparison and that users will need access to Springville. Mr. Meyers requested that the park renovation be delayed until after the December holiday, that the District respond to the community's concerns and that there be weekly updates once the work begins.

Jonny Krup of Oxnard stated that he uses Springville Dog Park every day with his two greyhounds. The muddy areas of the park are terrible and need to be addressed. Mr. Krup presented staff with a check for \$500 to be used for improvements to the park.

Carol Woolley stated her concern regarding the amount of shade the proposed seating areas would provide at the Springville Dog Park. The new structures by the north wall would need to be reconsidered because the area faces the sun. The large trees in the park provide shade and Ms. Woolley suggested additional seating there.

Jacqueline Popok of Camarillo stated that the changes at the Springville Dog Park will be great, but she was confused about the lack of communication from the District. Ms. Popok did not see a need for the DG walkway and was also concerned about the environmental impact and the geology report. She would like to understand exactly what is being done and also have a temporary fence put up for the users.

Cheryl Marks with FCDP stated that several people already walk the perimeter of the Springville Dog Park which is why the DG path was planned. Ms. Marks suggested that the parking fees at the Camarillo Grove Park be suspended during the renovation period to encourage more people to use the park as an alternative. Also, Ms. Marks suggested that the grass area by the parking lot and the fence at Springville be used for on leash only during the actual closure period

Additional Board discussion included: waiving the parking fees at Camarillo Grove Park during November, a temporary fence at Mission Oaks Park or in some other park as an alternative during the renovation period, additional seating under the large trees at Springville, retention of the iron bar fence even though the berm seems to get muddy, the break-down of brick dust and the need to trench the entire area at one time.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to approve and authorize the General Manager to enter into an agreement with Rolling Stone to construct the retaining wall at Springville Dog Park in the amount of \$19,875.

**Motion to  
Approve Wall  
Construction  
at Springville**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

B. Consideration and Approval of the Plans and Specifications for the Freedom Park Renovation Project and Authorization to Initiate the Public Bid Process

General Manager Mary Otten presented phase two of the overall master plan approved and adopted in May 2009. With recent facility changes within PVSD, sports fields on Temple Avenue are not as accessible as they have been and the need to have additional designated ballfields at Freedom Park has increased. Ms. Otten introduced Jay Bain, an architect for the Freedom Park project who was available for questions. Phase two incorporates the addition of a new Mustang field and a new Pinto field to the west end of Freedom Park.

Board discussion included: concrete sidewalk on west side of Freedom Park, accessibility for mobility impaired, revamp of plans to take advantage of shared electrical for lighted fields, minimizing downtime due to irrigation renovations, 40 foot pitching mounds for Pinto fields, fencing between fields, use of Musco lighting fixtures and poles in addition to new poles for safe lighting, foul balls along Freedom Park Drive, use of District owned Freedom Park Drive and liability issues, bio swale issues on southwest corner of Freedom fields, restriction of hours and usage of ballfields on Temple Avenue, potential increase in usage of the Temple Avenue fields by the school district, need to check on water usage and payments with the District's decreasing usage; loss of Shetland fields for about 22 teams in the Camarillo Pony Baseball Association (CPBA) and potential loss of Pinto fields; discussion with other user groups of Freedom West that may be displaced by the new fields at Freedom Park, minimum number of options for lighted fields in Camarillo, question on the imminent need for the fields to be built at Freedom West, interest of Miracle League in building a custom designed all access baseball field at Temple Avenue

adjacent to Pleasant Valley School of Engineering and Arts, suggestion of a delay in building the Freedom fields until the school district has formalized their field usage at Temple Avenue, the loss of CPBA players if younger player levels are jeopardized, possible use of east fields at Freedom Park, need for infrastructure and parking lot attention at Freedom East, and fencing questions.

Bryan Monka of Camarillo stated that he runs Monka Soccer Academy which utilizes the lighted fields at Freedom Park from September through March. He stated that the additional baseball fields at Freedom West will impact the soccer organization's usage because there are limited areas with lights. Mr. Monka wanted to know what the plans would be for the user groups such as his group that have been utilizing Freedom West for the past several years.

Bob Aaron of Camarillo asked who uses the sports fields since they should be for the people of the community according to the District's website. Mr. Aaron stated that some user groups have over 50% of their players that live outside of Camarillo. Mr. Aaron asked for some board members to recuse themselves when considerations are being made regarding groups with which they are still involved. He stated that the District does a lousy job in serving the public community of almost 70,000 people and asked for the Board to look at everyone's needs.

Board discussion included: the need to remove a permanent outside fence from the bid specifications to make more green space available to user groups, the fact that there is more housing going in with limited yards and the scarcity of lighted fields.

The Board recessed at 8:39 p.m. for 15 minutes.

Board discussion resumed and included: the possible increased use and expense of Freedom Park Drive, possibly adding temporary lights at Freedom East for night practices, expense of a new switchboard on the east end, need to do a better job in providing alternative locations for displaced user groups, need to spend money now and provide adequate facilities for baseball rather than wait until the fields are taken back by the school district, school district's decision to place a fence up on fields adjacent to Valle Lindo Park, and the threat of losing Freedom Gymnasium by the Oxnard High School District.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the plans and specifications for the Freedom Park renovation project and authorize staff to initiate the public bidding process with a change to have the outfield perimeter fences be removed from the specifications and added as a bid alternate.

**Motion to  
Approve Freedom  
Park Field Plans**

Voting was as follows:

Ayes: Magner, Mishler, Kelley, Chairman Malloy

Noes: Dixon

Absent:

**Carried**

Motion: Carried

C. Consideration and Authorization for the General Manager to Purchase and have Installed the Replacement Pool Slide Components from Natural Structures

This item was removed from the agenda.

D. Consideration and Approval of the Pleasant Valley Aquatic Center Pool Shell Resurfacing Request for Proposal

Park Supervisor Matthew Parker presented a request for proposals for the resurfacing of the Aquatic Center pool shell. Board discussion included: merits of fiberglass over standard plaster, Ventura County Environmental Health inspection reports of code violations, 4 to 5-week period required for work, comparable fiberglass pool reviews, easier maintenance with fiberglass, and drainage of pool water.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the request for proposal and technical specifications for the Pleasant Valley Aquatic Center pool shell resurfacing with fiberglass and authorize staff to initiate the bid process.

**Motion to Approve  
RFP and Bid Specs  
For Pool Shell  
Resurfacing**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

E. Consideration and Adoption of Resolution No. 599 Nominating a Board Member the Local Agency Formation Commission Special District Representative of Alternate Representative Seat

Administrative Analyst Anthony Miller presented a letter from Ventura LAFCo requesting nominations for a special district member and an alternate special district member for the term of January 1, 2018 through January 1, 2023. Director Magner stated that Elaine Freeman, the current special district representative is interested in running again and that she has a strong background in land use. Director Dixon stated that he would be interested in running for the alternate position.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to adopt Resolution No. 599 to nominate a Director Neal Dixon for the alternate special district seat on the Ventura County Local Agency Formation Commission (LAFCo).

**Motion to Approve  
Reso. No. 599 for  
LAFCo Alternate  
Member**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

## 9. INFORMATIONAL ITEMS

- A. Chairman Malloy – Chairman Malloy thanked staff for all of their work with the free July events which promoted PVRPD’s presence to the community. Mr. Malloy stated that he was honored at the August 18 Annual Don and Doña Presentation Barbeque put on by the Pleasant Valley Historical Society.
- B. Ventura County Special District Association/California Special District Association – Director Magner stated that the August VCSDA meeting was held at Rancho Simi Recreation and Park District’s new headquarters in a facility with over 87 thousand square feet. The next meeting will be held Oct 2<sup>nd</sup>. CSDA – Director Magner stated that the introduced bills are now on the governor’s desk and that the “Take Action Briefs” are an excellent way to keep tabs on what is happening at the state level. CSDA is promoting a video campaign with scholarships for high school students called “Districts Make the Difference” and is encouraging special districts to promote the contest on their websites.
- C. Santa Monica Mountains Conservancy – Director Mishler stated that the next meeting is September 24.
- D. Standing Committees – Finance – Chairman Malloy stated that the full year of the FY 2017-18 stayed under budget in expenses and over budget in revenue. Liaison – Director Dixon stated that the committee met in July and August and is interested in moving forward with the selection of an architect and looking at the financial analysis to raise funds for recreation center project. Personnel – Director Magner stated they had an earlier closed session. Policy – Director Mishler said that they were working variable options for exploring relationships between the District and various community service groups.
- E. Foundation for Pleasant Valley Recreation and Parks – Director Magner mentioned that there were over 146 tickets sold for the recent Party at the Parks event at Camarillo Grove Park. Caught Red Handed was the entertainment and Ms. Magner thanked the Lambs for barbecuing for the event. October 18<sup>th</sup> is the next fundraiser at “Painting with a Twist” and on December 8<sup>th</sup>, the Foundation will be holding an Ugly Sweater 5K and a Donut Dash.
- F. General Manager’s Report – General Manager Otten reported that a concrete slab has poured at Arneill Ranch Park and staff will be adding another barbecue grill and additional trees. Grid pruning is taking place at some parks like Lokker Park and Valle Lindo. There will be the District’s annual audit held at the end of October and the California Association of Recreation and Park Districts (CARPD) organization is busy supporting new bills moving forward but there is concern with sidewalk vendors which may be hard to regulate unless there is a health or safety issue (SB946).

## 10. ORAL COMMUNICATIONS

Director Dixon stated that the Foundation’s recent Party at the Parks was fantastic and he thanked all the Foundation Board members and staff who worked on it. Director Kelley stated that he had a great time at the party and that his wife Kathleen was interested in helping out with the Foundation. Director Mishler stated that the Western Nationals softball tournaments were handled very well by staff and mentioned that the first meeting of the Ventura County Consolidated Oversight Board to which he was elected will be held on September 26.

**11. ADJOURNMENT**

Chairman Malloy adjourned the meeting at 9:56 p.m.

**Respectfully submitted,**

**Karen Roberts**  
**Recording Secretary**

**Approval,**

**Mark Malloy**  
**Chairman**

**Pleasant Valley Recreation and Park District  
Minutes of Regular Meeting  
October 3, 2018**

**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 5:30 p.m. by Chairman Malloy.

**A. ADJOURNED TO CLOSED SESSION**

The Board adjourned to closed session at 5:30 p.m.

**B. CLOSED SESSION - Conference with Labor Negotiators**

Pursuant to Government Code Section 54957.6, the Board conducted a closed session with the District's labor negotiators – Mary Otten, Kathryn Drewry and Eric Storrie regarding labor negotiations with employee organization, SEIU Local 721.

**C. REGULAR MEETING RECONVENED**

The regular meeting of the Pleasant Valley Recreation and Park District was reconvened at 6:00 p.m. with nothing to report from the closed session.

**2. PLEDGE OF ALLEGIANCE**

Chairman Malloy led the pledge.

**3. ROLL CALL**

**Roll Call**

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

Absent:

ALSO PRESENT: General Manager Mary Otten, Administrative Services Manager Leonore Young, Park Services Manager Bob Cerasuolo, Administrative Analyst and Clerk of the Board Anthony Miller, Customer Service Representative and Recording Board Secretary Karen Roberts, Administrative Analyst Megan Hamlin, Recreation Supervisor Lanny Binney, Park Lead Brandon Lopez, Park Supervisors Nick Marienthal and Matthew Parker, Program Specialist Denise Cleric, Matthew Lorimer, Shawn Mulchay, Angus Simmons and Tom De La Cerda.

**4. AMENDMENTS TO THE AGENDA**

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

**Motion to  
Approve  
Agenda**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**



## 5. PRESENTATIONS

### A. District Highlights/2018 Financial Report

Administrative Services Manager Leonore Young presented the highlights of the District's October activities, programs and special events. At the Aquatic Center, there will be a Spooky Swim on October 26 and the next swim session begins on October 15. Fall and winter classes and camps are now available and the Senior Center is holding its bi-annual Rummage Sale on October 13, Halloween Bingo on October 28, and a Halloween Dance on October 30. Halloween in the Park will be held at the Community Center on October 31 from 5pm to 8pm. The Sports Division will host a Pickleball Tournament Rating on November 5 from 5pm to 7pm. Ms. Young presented the District Spotlight which highlighted the FY 2017-18 Preliminary Finance Report.

### B. Pleasant Valley Recreation and Parks Foundation

Administrative Analyst Megan Hamlin provided an overview of the 2018 fundraising for the Pleasant Valley Recreation and Parks Foundation. Between the restaurant fundraisers, the Food Truck Fridays and the 4<sup>th</sup> Annual Party for the Parks, the organization has raised over \$34,343 this year. Large sponsorships for the Party for the Parks came from the Camarillo Hotel & Tourism Association and the Livingston Memorial Visiting Nurse Association. Coming up on October 18 is the Painting with a Twist fundraiser and on December 8<sup>th</sup> is the Ugly Sweater 5K and a Donut Dash. The District Board thanked the Foundation Board for their dedication and hard work in procuring the numerous sponsors.

### C. Camarillo Girls Softball Association

Recreation Supervisor Lanny Binney introduced Tom De La Cerda, the president of the Camarillo Girls Softball Association (CGSA) who provided an overview of the group's past season. He thanked Recreation Supervisor Lanny Binney and the park staff for their assistance with the fields. CGSA had teams qualify for Nationals and was host for the 10U and 12U Nationals Tournament with 73 teams from across the nation. CGSA had 328 players in membership this year. Mr. De La Cerda stated that the organization has a concern regarding obtaining new fencing and netting at the Mission Oaks softball fields for safety from foul balls. The Board and staff responded that they will work with CGSA to address this issue.

### D. Wii Bowling Tournament Recognition

Program Specialist Denise Cleric presented recognition certificates to Lois O'Connor, Merle Power and Helga Power for their participation in the recent Wii Bowling Tournament held at Community Center. Two other members of the Pleasant Valley Senior Center team who were not present to receive their certificates were Lee Gunther and Connie Martel.

## 6. PUBLIC COMMENT

Chairman Malloy accepted one speaker card from Administrative Analyst and Clerk of the Board Anthony Miller. Matthew Lorimer indicated that Angus Simmons and Shawn Mulchay who are both running for the Camarillo City Council this year were present in the audience. Mr. Lorimer stated that he is endorsing Mr. Mulchay because of his interest in supporting the senior population and Measure M for term limits.

## 7. CONSENT AGENDA

- A. Minutes for Regular Meeting September 6, 2018 and Special Board Meetings of September 12 and 19, 2018
- B. Warrants, Accounts Payable & Payroll thru September 28, 2018
- C. Financial Report
- D. Consideration and Approval of Regular Board Meeting Dates for 2019

Director Mishler requested that Item 7.A. *Minutes for Regular Board Meeting of September 6, 2018* be pulled for discussion. Mr. Mishler stated that Chairman Malloy's name was recorded twice under the Roll Call on page 3 and that his own name was omitted.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Dixon to remove Item 7.A. *Minutes for Regular Board Meeting of September 6, 2018* from the Consent Agenda.

**Motion to  
Approve Removal  
of Sept. 6 Minutes**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

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

**Motion to  
Approve Consent  
Agenda Minus  
Sept. 6 Minutes**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

## 8. NEW ITEMS – DISCUSSION/ACTION

### A. Consideration and Approval of Request for Proposals for the Valle Lindo Restroom Remodel Design

Park Services Manager Bob Cerasuolo presented the request for proposals for the restroom remodel design at Valle Lindo Park. Option designs requested consist of 1) retrofit of the current building and attached picnic shelter and 2) demolition of the existing building and installation of a pre-fab building and attached picnic shelter. This project is part of the District's 2013-2018 Capital Improvement Plan. Discussion included: usage of the park, poor quality of the 40 year old restrooms, options of mixed use individual stalls or men's and women's restrooms; attached storage area, preference of restrooms similar to Bob Kildee Park and state regulation codes.

Chairman Malloy called for a motion. A motion was made by Director Magner and seconded by Director Mishler to approve the Request for Proposals (RFP) for the design phase of the Valle Lindo restroom remodel.

**Motion to Approve  
RFP for Valle  
Lindo Restroom  
Design**

Voting was as follows:

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

Noes:

Absent:

Motion: Carried

**Carried**

B. Consideration and Approval of Resolution No. 601, Approving a Grant Submission to GameTime for Purchase and Replacement of Nancy Bush Park Playground Equipment and Finding that it is Reasonably Foreseeable that Inhabitants of the AMLI Subdivision Will Use these Facilities

Park Lead Brandon Lopez presented two Great Western Recreation playground designs for Nancy Bush Park for consideration of a GameTime grant application for playground equipment. Administrative Analyst Anthony Miller presented information regarding the use of Quimby funds for this project due to the close proximity of the park with large picnic areas and restrooms to the AMLI Spanish Hills subdivision. Discussion included: importance of shade structures, size and varied features of the equipment; added capacity, age ranges, staff installed fencing, maintenance of poured in place surfacing, ADA compliance of new equipment, definition of reasonably foreseeable, size of subdivision and neighborhood, request for comparable cases regarding findings, recently updated language from the City regarding the use of Quimby fees and the City's sphere of influence, Mel Vincent Park as closest park without restrooms, expense of replacement parts and outdated equipment; possible additional allocation for increased shade structures, and a recommendation for legal opinion regarding the finding assumptions so that there was a basis for which to vote.

Chairman Malloy called for a motion. A motion was made by Director Mishler and seconded by Director Dixon to approve Resolution No. 601, directing staff to proceed with the GameTime grant application and finding that it is reasonably foreseeable the residents of the AMLI Spanish Hills subdivision will use the proposed playground facilities at Nancy Bush Park and to go with option 2 with an additional allocation up to \$15,000 for additional shade if possible.

**Motion to Adopt Reso No. 601, Applying for GameTime Grant For Nancy Bush Playground Equip.**

Voting was as follows:

Ayes: Mishler, Dixon, Magner, Chairman Malloy

Noes: Kelley

Absent:

Motion: Carried

**Carried**

C. Consideration and Authorization for the General Manager to Purchase and Order the Installation of Replacement Pool Slide Components from Natural Structures

Park Supervisor Matthew Parker presented the recommendation that the pool slide tower at the Pleasant Valley Aquatic Center requires replacement parts to maintain its structural integrity. The slide is very popular and has held up well for 11 years in the corrosive indoor environment. Discussion included: staff time involved in maintenance, specifications, rising cost of steel prices and the benefits of option #1 which include the highest corrosion protection available, longer life expectancy and less maintenance.

Chairman Malloy called for a motion. A motion was made by Director Wagner and seconded by Director Mishler to approve and authorize the General Manager to enter into an agreement with Natural Structures to purchase and order the installation of the necessary pool slide tower replacement parts to maintain its structural integrity using Option #1.

**Motion to Approve Purchase & Install of Pool Slide Tower Replacement**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

D. Consideration and Approval of Bid Award for the Freedom Park Concessions Building Roof

Park Supervisor Nick Marienthal presented a recommendation to award the bid to Falcon Roofing for the Freedom Park Concessions Building Roof. The tile roof will be removed and asphalt shingles will be installed with a 30 year warranty. The T1-11 siding on the building needs to be replaced also.

Chairman Malloy called for a motion. A motion was made by Director Wagner and seconded by Director Mishler to approve and authorize the General Manager to enter into a contract with Falcon Roofing to replace the roof at the Freedom Park Concessions Building in the amount of \$17,417 and to include up to \$1274 for T1-11 wood siding (Alt Bid 3A).

**Motion to Approve Falcon Roofing To Replace Roof at Freedom Park Concessions**

Voting was as follows:

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

Noes:

Absent:

**Carried**

Motion: Carried

**9. INFORMATIONAL ITEMS**

- A. Chairman Malloy – Chairman Malloy thanked Angus Simmons and Shawn Mulchay for attending the District Board meeting to see how the District runs. Mr. Malloy reported attending the American Water Association annual meeting with General Manager Mary Otten and Director Elaine Wagner and also attending a Calleguas Water tour of the Sacramento Delta. Sea water intrusion has increased and there is an increased risk for an earthquake in the next few years in that area.
- B. Ventura County Special District Association/California Special District Association – Director Wagner stated that the VCSDA meeting was held at Freedom Center last night. The bylaws were approved and the speaker discussed local disasters and had been involved in the Thomas Fire. CSDA – Director Wagner reported that she attended the annual conference in Indian Wells with over 850 in attendance. The next conference will be CSDA's 50<sup>th</sup> anniversary and will be held September 25-28, 2019 in Anaheim.

- C. Ventura County Consolidated Oversight Board – Director Mishler stated that the new board was sworn in on September 26. The board is requesting research on successor agencies and internal audits.
- D. Santa Monica Mountains Conservancy – Director Mishler attended a meeting on September 24. SMMC is buying additional acreage.
- E. Standing Committees – Finance – Director Malloy stated that the District’s finances are tracking on budget. Liaison – Director Dixon reported that the committee will be looking for an architect for the proposed senior and community recreation center and that the City will share in the cost for the search. General Manager Mary Otten reported that the City has accepted the final needs assessment study report, confirmed a financial contribution up to \$8 million towards the construction of the Plan 2 concept and have agreed that a cooperative agreement is the next step in the hiring of a project architect. Personnel – Director Magner stated that the evening’s closed session pertained to completing SEIU MOU. Policy – Director Mishler stated that the next meeting will be October 25 and that the committee is making progress.
- F. Foundation for Pleasant Valley Recreation and Parks – Director Magner referred to the evening’s presentation.
- G. General Manager’s Report – General Manager Mary Otten updated the Board regarding park improvements. The outdoor restrooms will be renovated soon at the Community Center. Ms. Otten stated that the District is looking for judges for the Halloween costume contest to be held on October 31 at Halloween in the Park. The District Audit will be held on October 22-24.

#### 10. ORAL COMMUNICATIONS

Director Kelley stated that his District e-mail has not been working properly and that people can call his personal cell phone number or they can leave a message at his office.

#### 11. ADJOURNMENT

Chairman Malloy adjourned the meeting at 8:45 p.m.

**Respectfully submitted,**

**Approval,**

**Karen Roberts**  
**Recording Secretary**

**Mark Malloy**  
**Chairman**

Pleasant Valley Recreation and Park District  
Finance Report  
September 2018

|                           | Date         | Amount               |  |
|---------------------------|--------------|----------------------|--|
| Accounts Payables:        | 9/13/2018    | \$ 160,643.81        |  |
|                           | 9/24/2018    | \$ 42,895.05         |  |
|                           | 9/27/2018    | \$ 57,751.08         |  |
|                           | <b>Total</b> | <b>\$ 261,289.94</b> |  |
| Payroll (Total Cost):     |              |                      |  |
|                           | 9/6/2018     | \$ 143,975.57        | Payroll                                |
|                           | 9/20/2018    | \$ 138,718.07        | Payroll                                |
|                           | <b>Total</b> | <b>\$ 282,693.64</b> |  |
| Outgoing: Online Payments |              |                      |  |
|                           | 9/3/2018     | \$ 208.20            | AFLAC- 8/2018                          |
|                           | 9/3/2018     | \$ 562.95            | VSP- 9/2018 Vision Insurance           |
|                           | 9/4/2018     | \$ 2,268.02          | SCE Payment                            |
|                           | 9/4/2018     | \$ 29,790.39         | CALPERS- 9/2018 Health Insurance       |
|                           | 9/6/2018     | \$ 14,192.40         | CALPERS- PR 9/6/2018                   |
|                           | 9/10/2018    | \$ 1,038.80          | Home Depot Payment                     |
|                           | 9/11/2018    | \$ 9,853.57          | SCE Payment                            |
|                           | 9/14/2018    | \$ 2,462.01          | 9/2018 -Dental Ins. Payment (Guardian) |
|                           | 9/14/2018    | \$ 2,333.75          | 9/2018-The Hartford Insurance          |
|                           | 9/14/2018    | \$ 8,804.27          | WEX- Fuel- 7/2018 & 8/2018             |
|                           | 9/14/2018    | \$ 84.50             | Culligan Water Service                 |
|                           | 9/14/2018    | \$ 1,644.30          | SCE Payment                            |
|                           | 9/17/2018    | \$ 454.33            | SCE Payment                            |
|                           | 9/24/2018    | \$ 3,942.46          | EJ Harrison- Trash Bill                |
|                           | 9/25/2018    | \$ 1,489.47          | SOCAL GAS Payment                      |
|                           | 9/25/2018    | \$ 6,048.97          | SCE Payment                            |
|                           | 9/26/2018    | \$ 102.91            | Sprint                                 |
|                           | 9/26/2018    | \$ 14,561.94         | CALPERS PR- 9/20/2018                  |
|                           | <b>Total</b> | <b>\$ 99,843.24</b>  |  |
|                           | <b>Total</b> | <b>\$ 643,826.82</b> |  |

## CASH REPORT

|                                  | <u>9/30/2018</u>        | <u>9/30/17</u>         |                        |
|----------------------------------|-------------------------|------------------------|------------------------|
|                                  | <u>BALANCE</u>          | <u>BALANCE</u>         |                        |
| <b>Restricted Funds</b>          |                         |                        |                        |
| Debt Service - Restrictred       | \$ 636,529.56           | \$ 127,311.74          |                        |
| 457 Pension Trust Restricted     | \$ 70,058.43            | \$ 74,298.75           |                        |
| Quimby Fee - Restricted          | \$ 301,617.44           | \$ 179,677.45          |                        |
| Multi-Bank Securities Restricted | \$ 660,764.48           | \$ 1,160,909.74        |                        |
| Ventura County Pool - Restricted | \$ 5,056,897.54         | \$ 4,531,230.45        |                        |
| FCDP Checking                    | \$ 29,730.35            | \$ 27,839.23           |                        |
| <b>Total</b>                     | <b>\$ 6,755,597.80</b>  | <b>\$ -</b>            | <b>\$ 6,101,267.36</b> |
| <b>Semi-Restricted Funds</b>     |                         |                        |                        |
| Assessment                       | \$ 14,378.73            | \$ 208,408.26          |                        |
| Capital Improvement              | \$ 29,257.50            | \$ 1,751,558.24        |                        |
| Capital - Vehicle Replacement    | \$ 43,343.80            |                        |                        |
| Capital - Designated Project     | \$ 16,397.94            |                        |                        |
| LAIF Capital                     | \$ 2,094,955.79         | \$ 4,928.89            |                        |
| Contingency - Dry Period         | \$ 203,500.00           |                        |                        |
| Contingency - Computer           | \$ 6,250.01             |                        |                        |
| Contingency - Repair/Oper/Admin  | \$ 7,500.00             |                        |                        |
| <b>Total</b>                     | <b>\$ 2,198,333.76</b>  | <b>\$ 1,964,895.39</b> |                        |
| <b>Unrestricted Funds</b>        |                         |                        |                        |
| Contingency                      | \$ 564,292.73           | \$ 827,245.14          |                        |
| Ventura County Pool-Unrestricted | \$ 129,228.69           | \$ 309,342.61          |                        |
| General Fund Checking            | \$ 494,128.68           | \$ 459,237.62          |                        |
| <b>Total</b>                     | <b>\$ 1,187,650.10</b>  | <b>\$ -</b>            | <b>\$ 1,595,825.37</b> |
| <b>Total of all Funds</b>        | <b>\$ 10,141,581.66</b> | <b>\$ 9,661,988.12</b> | <b>\$ 479,593.54</b>   |
| <br>                             |                         |                        |                        |
|                                  | <u>10/13/2018</u>       | <u>10/31/17</u>        |                        |
|                                  | <u>BALANCE</u>          | <u>BALANCE</u>         |                        |
| <b>Restricted Funds</b>          |                         |                        |                        |
| Debt Service - Restrictred       | \$ 636,529.56           | \$ 2,490.19            |                        |
| 457 Pension Trust Restricted     | \$ 70,058.43            | \$ 74,314.53           |                        |
| Quimby Fee - Restricted          | \$ 301,617.44           | \$ 179,143.78          |                        |
| Multi-Bank Securities Restricted | \$ 660,764.48           | \$ 1,160,909.74        |                        |
| Ventura County Pool - Restricted | \$ 5,056,897.54         | \$ 4,561,110.73        |                        |
| FCDP Checking                    | \$ 29,730.35            | \$ 29,131.30           |                        |
| <b>Total</b>                     | <b>\$ 6,755,597.80</b>  | <b>\$ -</b>            | <b>\$ 6,007,100.27</b> |
| <b>Semi-Restricted Funds</b>     |                         |                        |                        |
| Assessment                       | \$ 14,378.73            | \$ 2,530.52            |                        |
| Capital Improvement              | \$ 29,257.50            | \$ 1,751,930.14        |                        |
| Capital - Vehicle Replacement    | \$ 43,343.80            |                        |                        |
| Capital - Designated Project     | \$ 16,397.94            |                        |                        |
| LAIF Capital                     | \$ 2,094,955.79         | \$ 4,928.89            |                        |
| Contingency - Dry Period         | \$ 203,500.00           |                        |                        |
| Contingency - Computer           | \$ 6,250.01             |                        |                        |
| Contingency - Repair/Oper/Admin  | \$ 7,500.00             |                        |                        |
| <b>Total</b>                     | <b>\$ 2,198,333.76</b>  | <b>\$ 1,759,389.55</b> |                        |
| <b>Unrestricted Funds</b>        |                         |                        |                        |
| Contingency                      | \$ 564,292.73           | \$ 677,419.76          |                        |
| Ventura County Pool-Unrestricted | \$ 129,228.69           | \$ 4,900.00            |                        |
| General Fund Checking            | \$ 348,341.76           | \$ 307,585.64          |                        |
| <b>Total</b>                     | <b>\$ 1,041,863.18</b>  | <b>\$ -</b>            | <b>\$ 989,905.40</b>   |
| <b>Total of all Funds</b>        | <b>\$ 9,995,794.74</b>  | <b>\$ 8,756,395.22</b> | <b>\$ 1,239,399.52</b> |

## MBS – Multi Bank Securities

| MBS -<br>US Treasury<br>Type | December 27<br>2017 | January 11<br>2018      | February 15<br>2018 | March 15<br>2018 | April 7<br>2018 | May 10<br>2018 | June 6<br>2018 | July 11<br>2018 | Aug 9<br>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%        |
|                              |                     |                         |                     |                  |                 |                |                |                 |               |
|                              |                     | <b>Sept 11<br/>2018</b> |                     |                  |                 |                |                |                 |               |
|                              |                     | <b>Oct 15<br/>2018</b>  |                     |                  |                 |                |                |                 |               |
| US 3 Month                   | 2.095%              | 2.228%                  |                     |                  |                 |                |                |                 |               |
| US 6 Month                   | 2.255%              | 2.395%                  |                     |                  |                 |                |                |                 |               |
| US 1 Year                    | 2.435%              | 2.567%                  |                     |                  |                 |                |                |                 |               |
| US 2 Year                    | 2.744%              | 2.853%                  |                     |                  |                 |                |                |                 |               |
| US 3 Year                    | 2.820%              | 2.941%                  |                     |                  |                 |                |                |                 |               |
| US 5 Year                    | 2.869%              | 3.012%                  |                     |                  |                 |                |                |                 |               |
|                              |                     |                         |                     |                  |                 |                |                |                 |               |



## Ventura County Pool

| Investment Name            | December 2017  | January 2018 | February 2018 | March 2018    | April 2018   | May 2018      | June 2018  | July 2018  | Aug 2018 |
|----------------------------|----------------|--------------|---------------|---------------|--------------|---------------|------------|------------|----------|
| <b>Ventura County Pool</b> | 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 |
| <b>Ventura County Pool</b> | 2.135%         |              |               |               |              |               |            |            |          |

- 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 |
|--|----------------|--------------|---------------|---------------|--------------|---------------|------------|------------|----------|
| <b>Local Agency Investment Fund (LAIF)</b> | 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 |
| <b>Local Agency Investment Fund (LAIF)</b> | 2.160%         |              |               |               |              |               |            |            |          |



P.O. BOX 6343  
FARGO ND 58125-6343

ACCOUNT NUMBER \_\_\_\_\_  
STATEMENT DATE 09-24-2018  
AMOUNT DUE \$11,519.00  
NEW BALANCE \$11,519.00  
PAYMENT DUE ON RECEIPT

000002459 01 SP 0.510 106481737075717 P  
PLEASANT VALLEY REC PARK  
LEO YOUNG  
1605 E BURNLEY ST  
CAMARILLO CA 93010-4524

AMOUNT ENCLOSED  
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEM  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

101151900 001151900

See tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

| EASANT VALLEY REC | Previous Balance | Purchases And Other Charges | Cash Advances + | Cash Advance Fees | Late Payment Charges | Credits | Payments    | New Balance |
|-------------------|------------------|-----------------------------|-----------------|-------------------|----------------------|---------|-------------|-------------|
| Company Total     | \$14,662.59      | \$11,547.10                 | \$0.00          | \$0.00            | \$0.00               | \$28.10 | \$14,662.59 | \$11,519.00 |

CORPORATE ACCOUNT ACTIVITY

PLEASANT VALLEY REC PARK

TOTAL CORPORATE ACTIVITY  
\$14,662.59 CR

| Post Date | Tran Date | Reference Number        | Transaction Description     | Amount       |
|-----------|-----------|-------------------------|-----------------------------|--------------|
| 09-20     | 09-17     | 74798268263000000002275 | PAYMENT - THANK YOU 00000 C | 14,662.59 PY |

NEW ACTIVITY

| LANE RAAB | CREDITS | PURCHASES | CASH ADV | TOTAL ACTIVITY |
|-----------|---------|-----------|----------|----------------|
|           | \$0.00  | \$779.71  | \$0.00   | \$779.71       |

| Post Date | Tran Date | Reference Number        | Transaction Description             | Amount |
|-----------|-----------|-------------------------|-------------------------------------|--------|
| 8-23      | 08-22     | 24164078234929000600219 | SMARTNFINAL40010104008 CAMARILLO CA | 87.54  |
| 9-08      | 09-04     | 24492158248894924252355 | PAYPAL *CPRSAGINGSE 402-935-7733 CA | 35.00  |
| 9-10      | 09-08     | 24692168251100133307712 | REDBOX *DVD RENTAL 866-733-2693 IL  | 5.63   |
| 9-11      | 09-10     | 24164078253929000143638 | SMARTNFINAL40010104008 CAMARILLO CA | 43.69  |
| 9-17      | 09-15     | 24755428258282583300572 | THE MARK IT PLACE CAMARILLO CA      | 17.32  |

| CUSTOMER SERVICE CALL<br>800-344-5696   | ACCOUNT NUMBER             |                           | ACCOUNT SUMMARY  |           |
|---|----------------------------|---------------------------|------------------|-----------|
|   | STATEMENT DATE<br>09/24/18 | DISPUTED AMOUNT<br>.00    | PREVIOUS BALANCE | 14,662.59 |
| AMOUNT DUE<br>11,519.00   |                            | PURCHASES & OTHER CHARGES | 11,547.10        |           |
|   |                            | CASH ADVANCES             | .00              |           |
| SEND BILLING INQUIRIES TO:<br>U.S. Bank National Association<br>U.S. Bancorp Purchasing Card Program<br>P.O. Box 6335<br>Fargo, ND 58125-6335 |                            | CASH ADVANCE FEES         | .00              |           |
|   |                            | LATE PAYMENT CHARGES      | .00              |           |
|   |                            | CREDITS                   | 28.10            |           |
|   |                            | PAYMENTS                  | 14,662.59        |           |
|   |                            | ACCOUNT BALANCE           | 11,519.00        |           |



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|--|
| Company Name: PLEASANT VALLEY REC PARK |
| Corporate Account Number: _____        |
| Statement Date: 09-24-2018             |

**NEW ACTIVITY**

| Post Date | Tran Date | Reference Number        | Transaction Description             | Amount |
|-----------|-----------|-------------------------|-------------------------------------|--------|
| 09-18     | 09-17     | 24492158260894376890101 | PAYPAL *CPRSAGINGSE 402-935-7733 CA | 45.00  |
| 09-20     | 09-18     | 24055238262200188400534 | PRESTO PASTA Q02 CAMARILLO CA       | 545.53 |

|                      |                          |                                |                           |                                     |
|----------------------|--------------------------|--------------------------------|---------------------------|-------------------------------------|
| <b>LEONORE YOUNG</b> | <b>CREDITS</b><br>\$0.00 | <b>PURCHASES</b><br>\$1,720.34 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$1,720.34 |
|----------------------|--------------------------|--------------------------------|---------------------------|-------------------------------------|

| Post Date | Tran Date | Reference Number        | Transaction Description                   | Amount |
|-----------|-----------|-------------------------|---|--------|
| 08-27     | 08-23     | 24164078236105003486074 | STAPLES 00106369 CAMARILLO CA             | 104.01 |
| 08-28     | 08-27     | 24431068239026683842524 | ADOBE *ACROPRO SUBS 800-833-6687 CA       | 14.99  |
| 08-31     | 08-30     | 24906418242059751062681 | WEB*NETWORKSOLUTIONS 888-6429675 FL       | 39.99  |
| 09-07     | 09-05     | 24625858249900010232740 | SHERWEB 819-5626610 NY                    | 6.29   |
| 09-10     | 09-08     | 24692168251100311944161 | J2 *METROFAX 888-929-4141 CA              | 7.95   |
| 09-11     | 09-10     | 24492158253637069043309 | PONDEROSAFLOWERSHOPPE STRIPE.COM CA       | 78.19  |
| 09-12     | 09-11     | 24492158254894172872210 | PAYPAL *CALPELRA 402-935-7733 CA          | 350.00 |
| 09-12     | 09-11     | 24492158254894172923310 | PAYPAL *CALPELRA 402-935-7733 CA          | 112.00 |
| 09-12     | 09-11     | 24692168254100100641793 | HOTELS.COM151850364377 HOTELS.COM WA      | 437.40 |
| 09-13     | 09-11     | 24202988255030026677683 | CALIFORNIA SPECIAL DISTRI 916-442-7887 CA | 65.00  |
| 09-20     | 09-18     | 24625858262900010197184 | SHERWEB 819-5626610 NY                    | 464.72 |
| 09-24     | 09-20     | 24223698264030031142185 | TAXBANDITS.COM 704-684-4751 SC            | 19.90  |
| 09-24     | 09-20     | 24223698264030031142193 | TAXBANDITS.COM 704-684-4751 SC            | 19.90  |

|                     |                          |                              |                           |                                   |
|---------------------|--------------------------|------------------------------|---------------------------|-----------------------------------|
| <b>LANNY BINNEY</b> | <b>CREDITS</b><br>\$0.00 | <b>PURCHASES</b><br>\$533.74 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$533.74 |
|---------------------|--------------------------|------------------------------|---------------------------|-----------------------------------|

| Post Date | Tran Date | Reference Number        | Transaction Description               | Amount |
|-----------|-----------|-------------------------|---------------------------------------|--------|
| 09-03     | 09-01     | 24692168244100613349168 | AMAZON.COM AMZN.COM/BILL WA           | 21.42  |
| 09-11     | 09-10     | 24755428253262538863945 | THE MARK IT PLACE CAMARILLO CA        | 434.20 |
| 09-24     | 09-21     | 24493988265026985706949 | MUSCO SPORTS LIGHTING 641-673-0411 IA | 78.12  |

|                                |                           |                              |                           |                                   |
|--------------------------------|---------------------------|------------------------------|---------------------------|-----------------------------------|
| <b>KATLYN SIMBER-CLICKENER</b> | <b>CREDITS</b><br>\$28.10 | <b>PURCHASES</b><br>\$161.47 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$133.37 |
|--------------------------------|---------------------------|------------------------------|---------------------------|-----------------------------------|

| Post Date | Tran Date | Reference Number        | Transaction Description                 | Amount   |
|-----------|-----------|-------------------------|---|----------|
| 09-10     | 09-07     | 24226388251400006995927 | WAL-MART #2032 OXNARD CA                | 53.51    |
| 09-10     | 09-07     | 24445008251000711903759 | DOLLAR TREE CAMARILLO CA                | 5.36     |
| 09-11     | 09-10     | 24072808253083358171121 | JOANN STORES*JOANN.COM 888-739-4120 OH  | 33.09    |
| 09-14     | 09-13     | 24692168256100140784627 | AMZN MKTP US*MT27L7O91 AMZN.COM/BILL WA | 26.24    |
| 09-20     | 09-19     | 24692168262100454357301 | AMAZON.COM AMZN.COM/BILL WA             | 21.16    |
| 09-21     | 09-20     | 74072808263400006367013 | JOANN STORES #1809 OXNARD CA            | 28.10 CR |
| 09-21     | 09-20     | 24072808263400004376011 | JOANN STORES #1809 OXNARD CA            | 5.16     |
| 09-21     | 09-20     | 24493988264400413000079 | LAKESHORE LEARNING #38 VENTURA CA       | 16.95    |

|                        |                          |                              |                           |                                   |
|------------------------|--------------------------|------------------------------|---------------------------|-----------------------------------|
| <b>NICK MARIENTHAL</b> | <b>CREDITS</b><br>\$0.00 | <b>PURCHASES</b><br>\$166.61 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$166.61 |
|------------------------|--------------------------|------------------------------|---------------------------|-----------------------------------|



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|--|
| Company Name: PLEASANT VALLEY REC PARK |
| Corporate Account Number:              |
| Statement Date: 09-24-2018             |

**NEW ACTIVITY**

| Post Date | Tran Date | Reference Number        | Transaction Description            | Amount |
|-----------|-----------|-------------------------|------------------------------------|--------|
| 08-29     | 08-28     | 24015178240006086763202 | 76 - GSE 76 LAS POSAS CAMARILLO CA | 81.44  |
| 09-20     | 09-19     | 24015178262003835890397 | 76 - GSE 76 LAS POSAS CAMARILLO CA | 85.17  |

|                     |                |                  |                 |                       |
|---------------------|----------------|------------------|-----------------|-----------------------|
| <b>ERIC STODDIE</b> | <b>CREDITS</b> | <b>PURCHASES</b> | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                     | \$0.00         | \$1,080.97       | \$0.00          | \$1,080.97            |

| Post Date | Tran Date | Reference Number        | Transaction Description                            | Amount |
|-----------|-----------|-------------------------|--|--------|
| 08-30     | 08-29     | 24224438242101015455583 | B AND B DO IT CENT CAMARILLO CA                    | 2.40   |
| 08-31     | 08-29     | 24391218242207006502656 | HERC RENTALS 877-953-8778 FL                       | 209.91 |
| 09-17     | 09-13     | 24610438257010180312459 | THE HOME DEPOT #1040 OXNARD CA                     | 475.41 |
| 09-17     | 09-14     | 24610438258010179253077 | THE HOME DEPOT #1012 CAMARILLO CA                  | 67.91  |
| 09-17     | 09-14     | 24692168259100493028207 | THE HOME DEPOT 1012 CAMARILLO CA                   | 250.68 |
| 09-24     | 09-21     | 24391218265026439557919 | BUDGET.COM PREPAY RESERV 8006212844 VA 43955791US5 | 74.66  |

|                       |                |                  |                 |                       |
|-----------------------|----------------|------------------|-----------------|-----------------------|
| <b>ANTHONY MILLER</b> | <b>CREDITS</b> | <b>PURCHASES</b> | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                       | \$0.00         | \$443.59         | \$0.00          | \$443.59              |

| Post Date | Tran Date | Reference Number        | Transaction Description                   | Amount |
|-----------|-----------|-------------------------|---|--------|
| 08-30     | 08-28     | 24202988241027013420918 | CALIFORNIA SPECIAL DISTRI 916-442-7887 CA | 13.00  |
| 09-10     | 09-06     | 24431068250975012280612 | VONS #1672 CAMARILLO CA                   | 35.38  |
| 09-10     | 09-06     | 24761978250206688100870 | BANDITS GRILL & BAR CAMARILLO CA          | 85.23  |
| 09-19     | 09-18     | 24733098261083760937720 | JERSEY MIKES ONLINE ORDE 800-321-7676 NJ  | 145.90 |
| 09-20     | 09-19     | 24164078262929000622192 | SMARTNFINAL40010104008 CAMARILLO CA       | 44.06  |
| 09-21     | 09-20     | 24431868263017041250106 | BAJA FRESH 30632 805-383-6884 CA          | 120.02 |

|                   |                |                  |                 |                       |
|-------------------|----------------|------------------|-----------------|-----------------------|
| <b>MARY OTTEN</b> | <b>CREDITS</b> | <b>PURCHASES</b> | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                   | \$0.00         | \$586.93         | \$0.00          | \$586.93              |

| Post Date | Tran Date | Reference Number        | Transaction Description                  | Amount |
|-----------|-----------|-------------------------|--|--------|
| 08-27     | 08-25     | 24427338238710031316687 | SPROUTS FARMERS MAR CAMARILLO CA         | 160.63 |
| 08-27     | 08-25     | 24638588238030103991639 | ESTABLOS MEAT MARKET CAMARILLO CA        | 8.24   |
| 08-27     | 08-24     | 24692168236100096159969 | SQ *UNDERWOOD FAMILY FARM SOMIS CA       | 75.00  |
| 09-06     | 09-05     | 24497788248900014090990 | CAMARILLO CHAMBER OF COMM 805-4844383 CA | 120.00 |
| 09-24     | 09-22     | 24138298266092000074154 | ORCHARD SUPPLY #750 THOUSAND OAKS CA     | 223.06 |

|                     |                |                  |                 |                       |
|---------------------|----------------|------------------|-----------------|-----------------------|
| <b>TEVE REVELES</b> | <b>CREDITS</b> | <b>PURCHASES</b> | <b>CASH ADV</b> | <b>TOTAL ACTIVITY</b> |
|                     | \$0.00         | \$2,405.57       | \$0.00          | \$2,405.57            |

| Post Date | Tran Date | Reference Number        | Transaction Description                  | Amount |
|-----------|-----------|-------------------------|--|--------|
| 08-23     | 08-22     | 24013398234004908048385 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 57.58  |
| 08-27     | 08-22     | 24013398236005332071362 | PARTSTREE COM HTTP://WWW.PA TX           | 53.43  |
| 08-28     | 08-27     | 24040838239900012700018 | QUIROZ AUTO GLASS OXNARD CA              | 321.84 |
| 08-29     | 08-28     | 24013398240006147037535 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 27.60  |



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|--|
| Company Name: PLEASANT VALLEY REC PARK |
| Corporate Account Number:              |
| Statement Date: 09-24-2018             |

**NEW ACTIVITY**

| Post Date | Tran Date | Reference Number        | Transaction Description                  | Amount |
|-----------|-----------|-------------------------|--|--------|
| 08-30     | 08-29     | 24013398241006355046581 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 83.46  |
| 08-31     | 08-30     | 24013398242006561059179 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 33.22  |
| 08-31     | 08-30     | 24013398242006561059237 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 217.46 |
| 08-31     | 08-29     | 24316058242548663014523 | SHELL OIL 57443672803 OXNARD CA          | 30.00  |
| 08-31     | 08-28     | 24767898242908300209683 | CONTEMPO UPHOLSTERY 805-4868599 CA       | 400.00 |
| 09-03     | 08-30     | 24767898245921200346858 | CONTEMPO UPHOLSTERY 805-4868599 CA       | 700.00 |
| 09-10     | 09-07     | 24013398250001427152176 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 103.64 |
| 09-11     | 09-10     | 24013398253002051093279 | WARREN DISTRIBUTING DUPON 805-6582386 CA | 34.91  |
| 09-18     | 09-17     | 24755428261152614369828 | YAMA LAWNMOWER SERVICE OXNARD CA         | 79.67  |
| 09-19     | 09-18     | 24015178261003650624666 | 76 - GSE 76 LAS POSAS CAMARILLO CA       | 113.89 |
| 09-20     | 09-19     | 24224438263101035402619 | BIG BRAND TIRE #5 CARMARILLO CA          | 19.00  |
| 09-21     | 09-20     | 24224438264101036353828 | BIG BRAND TIRE #5 CARMARILLO CA          | 129.87 |

|                         |                          |                                |                           |                                     |
|-------------------------|--------------------------|--------------------------------|---------------------------|-------------------------------------|
| <b>MATTHEW D PARKER</b> | <b>CREDITS</b><br>\$0.00 | <b>PURCHASES</b><br>\$2,099.57 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$2,099.57 |
|-------------------------|--------------------------|--------------------------------|---------------------------|-------------------------------------|

| Post Date | Tran Date | Reference Number        | Transaction Description                    | Amount |
|-----------|-----------|-------------------------|--|--------|
| 08-23     | 08-22     | 24431068234083706757598 | AMZN MKTP US AMZN.COM/BIL AMZN.COM/BILL WA | 128.79 |
| 08-23     | 08-21     | 24610438234010180323264 | THE HOME DEPOT #1012 CAMARILLO CA          | 16.06  |
| 08-23     | 08-21     | 24692168234100906675867 | THE HOME DEPOT 1012 CAMARILLO CA           | 441.84 |
| 08-23     | 08-21     | 24692168234100906675958 | THE HOME DEPOT 1012 CAMARILLO CA           | 832.10 |
| 08-27     | 08-26     | 24015178238005719319162 | 76 - GSE 76 LAS POSAS CAMARILLO CA         | 13.74  |
| 09-07     | 09-05     | 24610438249010193319351 | HOMEDEPOT.COM 800-430-3376 GA              | 83.82  |
| 09-12     | 09-11     | 24692168254100776699976 | AMAZON PRIME AMZN.COM/BILL WA              | 127.63 |
| 09-18     | 09-17     | 24692168260100349960584 | AMZN MKTP US*MT3004ZE2 AMZN.COM/BILL WA    | 114.99 |
| 09-18     | 09-18     | 24692168261100531118560 | AMZN MKTP US*MT0ZF3292 AMZN.COM/BILL WA    | 54.95  |
| 09-19     | 09-18     | 24492158261894422901950 | ANTHEM SPRT 800-688-6709 CT                | 163.82 |
| 09-20     | 09-19     | 24015178262003840568897 | 76 - GSE 76 LAS POSAS CAMARILLO CA         | 89.34  |
| 09-24     | 09-22     | 24692168265100298367844 | AMZN MKTP US*MT2P760Y0 AMZN.COM/BILL WA    | 32.49  |

|                           |                          |                                |                           |                                     |
|---------------------------|--------------------------|--------------------------------|---------------------------|-------------------------------------|
| <b>ROBERT A CERASUOLO</b> | <b>CREDITS</b><br>\$0.00 | <b>PURCHASES</b><br>\$1,448.60 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$1,448.60 |
|---------------------------|--------------------------|--------------------------------|---------------------------|-------------------------------------|

| Post Date | Tran Date | Reference Number        | Transaction Description             | Amount |
|-----------|-----------|-------------------------|-------------------------------------|--------|
| 08-23     | 08-22     | 24692168234100945780876 | AMZN MKTP US AMZN.COM/BILL WA       | 158.95 |
| 08-24     | 08-23     | 24431068236898000147727 | COSTCO WHSE #0420 OXNARD CA         | 224.07 |
| 08-27     | 08-25     | 24164078238929000616955 | SMARTNFINAL40010104008 CAMARILLO CA | 79.09  |
| 08-31     | 08-29     | 24761978242206688100160 | BANDITS GRILL & BAR CAMARILLO CA    | 73.74  |
| 09-19     | 09-18     | 24055238262206088000266 | OLD NEW YORK DELI 1 CAMARILLO CA*   | 45.94  |
| 09-19     | 09-18     | 24164078261069700547299 | FEDEXOFFICE 00042978 CAMARILLO CA   | 287.63 |
| 09-19     | 09-18     | 24164078261105179529275 | STAPLES DIRECT 800-3333330 MA       | 579.18 |

|                      |                          |                              |                           |                                   |
|----------------------|--------------------------|------------------------------|---------------------------|-----------------------------------|
| <b>MACY ANDERSEN</b> | <b>CREDITS</b><br>\$0.00 | <b>PURCHASES</b><br>\$120.00 | <b>CASH ADV</b><br>\$0.00 | <b>TOTAL ACTIVITY</b><br>\$120.00 |
|----------------------|--------------------------|------------------------------|---------------------------|-----------------------------------|

| Post Date | Tran Date | Reference Number        | Transaction Description             | Amount |
|-----------|-----------|-------------------------|-------------------------------------|--------|
| 08-30     | 08-29     | 24492158241740319058054 | SQ *SOUTHERN CALIFO 877-417-4551 CA | 120.00 |



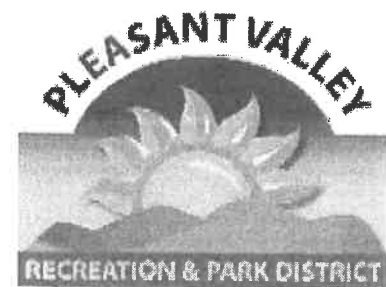
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|--|
| Company Name: PLEASANT VALLEY REC PARK |
| Corporate Account Number:              |
| Statement Date: 09-24-2018             |

Department: 00000 Total: \$11,519.00  
Division: 00000 Total: \$11,519.00

# Bank Reconciliation

## Board Audit

User: fsantos  
 Printed: 10/17/2018 - 7:35AM  
 Date Range: 10/11/2018 - 10/11/2018  
 Systems: '(All)'



| Check No.                           | Vendor/Employee            | Transaction Description      | Date       | Amount    |
|-------------------------------------|----------------------------|------------------------------|------------|-----------|
| Fund: 10 General Fund               |                            |                              |            |           |
| Department: 00 Non Departmentalized |                            |                              |            |           |
| 22261                               | JACQUI IRWIN FOR ASSEMBLY  | JACQUI IRWIN FOR ASSEMBLY: P | 10/11/2018 | 300.00    |
| 22264                               | SIOBHAN MCBRIDE            | S.MCBRIDE: PERMIT REFUND     | 10/11/2018 | 50.00     |
| 22269                               | IVONNE RODRIGUEZ           | I.RODRIGUEZ: PERMIT REFUND   | 10/11/2018 | 50.00     |
| 22280                               | US BANK                    | US BANK: CALCARD- STATEMEN   | 10/11/2018 | 11,519.00 |
| 22285                               | IRENE BAJENTING            | I.BAJENTING: PERMIT REFUND   | 10/11/2018 | 50.00     |
| 22286                               | LOUISE CHRISTENER          | L.CHRISTENER: PERMIT REFUND  | 10/11/2018 | 50.00     |
| 22291                               | HUB INTERNATIONAL INSURANC | HUB INSURANCE: 09/2018 INSUR | 10/11/2018 | 1,876.00  |

Total for Department: 00 Non Departmentalized 13,895.00

Department: 03 Recreation

|       |                            |                                 |            |          |
|-------|----------------------------|---------------------------------|------------|----------|
| 22228 | ADM GROUP INC.             | ADM. GRP.; INSTRUCTOR FEES/T    | 10/11/2018 | 1,037.40 |
| 22232 | BINGO WEST #4              | BINGO WEST#4: BINGO SUPPLIES    | 10/11/2018 | 76.63    |
| 22233 | LANNY BINNEY               | L. BINNEY.: 9/2018 MILEAGE REIM | 10/11/2018 | 44.15    |
| 22235 | RONALD J. BRAND            | R.BRAND: INSTRUCTOR FEES/BE     | 10/11/2018 | 104.00   |
| 22238 | CAMARILLO GIRLS SOFTBALL A | CGSA: REFUND FOR ACTIVITY G     | 10/11/2018 | 600.00   |
| 22240 | WENDY CASTELLANOS-WOLF     | W.CASTELLANOS-WOLF: INSTRU      | 10/11/2018 | 561.60   |
| 22253 | BARBARA G. GAGE            | B.GAGE: INSTRUCTOR FEES/ART     | 10/11/2018 | 209.95   |
| 22254 | BRENDAN GARRETT            | B.GARRETT: INSTRUCTOR FEES/     | 10/11/2018 | 780.00   |
| 22255 | TORREY KAHANA GIESE        | T. GIESE: INSTRUCTOR FEES/WA    | 10/11/2018 | 130.52   |
| 22258 | DANIEL E. HOWARD           | D.HOWARD: INSTRUCTOR FEES/J     | 10/11/2018 | 273.00   |
| 22259 | MENDAL HYDE                | M.HYDE: INSTRUCTOR FEES/ WA     | 10/11/2018 | 130.52   |
| 22260 | J. THAYER COMPANY          | J.THAYER: ERASE BOARD CLEAN     | 10/11/2018 | 9.28     |
| 22262 | SUHASINI JOSHI             | S. JOSHI: INSTRUCTOR FEES/BOL   | 10/11/2018 | 629.20   |
| 22265 | BRYAN MONKA                | B.MONKA: INSTRUCTOR FEES/M      | 10/11/2018 | 877.50   |
| 22267 | PECHANGA RESORT & CASINO   | PECHANGA RESORT & CASINO: I     | 10/11/2018 | 600.00   |
| 22268 | TOMLINSON RAUSCHER         | T. RAUSCHER: INSTRUCTOR FEE     | 10/11/2018 | 114.40   |
| 22270 | SARAH SCRIVANO             | S.SCRIVANO: MILEAGE REIMBU      | 10/11/2018 | 34.34    |
| 22272 | KATLYN SIMBER-CLICKENER    | K.SIMBER-CLICKENER: MILEAGI     | 10/11/2018 | 99.74    |
| 22273 | CHRIS TAIT                 | C.TAIT: TRAVEL FEE FOR AFLEX    | 10/11/2018 | 100.00   |
| 22275 | DAVID TORFEH               | D. TORFEH: INSTRUCTOR FEES/B    | 10/11/2018 | 52.65    |
| 22276 | CAMILLE TORGESON           | C.TORGESON: INSTRUCTOR FEES     | 10/11/2018 | 956.15   |
| 22282 | HAROLD WYCKOFF             | H.WYCKOFF: INSTRUCTOR FEES      | 10/11/2018 | 117.00   |
| 22284 | B & B DO IT CENTER         | B&B: BLUE MASKING TAPE/BAS      | 10/11/2018 | 15.10    |
| 22287 | BRUCE COLELL               | B.COLELL: INSTRUCTOR FEES/SF    | 10/11/2018 | 228.15   |
| 22288 | KESIA GOMEZ                | K.GOMEZ: INSTRUCTOR FEES/ZU     | 10/11/2018 | 208.00   |
| 22289 | DEBRA GREENWOOD            | D.GREENWOOD: INSTRUCTOR FE      | 10/11/2018 | 65.26    |
| 22290 | HAPPENINGS MAGAZINE        | HAPPENINGS MAGAZINE: 10/201     | 10/11/2018 | 410.00   |
| 22295 | W & S SERVICES             | W&S: SEWER SERVICE/CO-OP-8/3    | 10/11/2018 | 58.61    |

Total for Department: 03 Recreation 8,523.15

Department: 04 Parks

|       |                              |                               |            |           |
|-------|------------------------------|-------------------------------|------------|-----------|
| 22230 | ASTRA INDUSTRIAL SERVICES IN | ASTRA INDUSTRIAL: BALL VALV   | 10/11/2018 | 73.80     |
| 22231 | B & B DO IT CENTER           | B&B: FASTENERS, 2"MPT PLUG &  | 10/11/2018 | 657.21    |
| 22234 | BLACK GOLD INDUSTRIES        | BLACK GOLD IND: ENVIRONMEN    | 10/11/2018 | 1,277.77  |
| 22237 | BUFFUM'S SAFE & LOCK SVC     | BUFFUM'S SAFE AND LOCK:RIM    | 10/11/2018 | 299.35    |
| 22239 | CAMARILLO PLUMBING & PAINT   | CAMARILLO PLUMBING & PAINT    | 10/11/2018 | 75.32     |
| 22242 | CITY OF CAMARILLO            | CITY OF CAM: WATER SERVICE/ F | 10/11/2018 | 58,404.76 |

| Check No. | Vendor/Employee               | Transaction Description        | Date       | Amount   |
|-----------|-------------------------------|--------------------------------|------------|----------|
| 22244     | COASTAL PIPCO IRRIGATION INC  | COASTAL PIPCO: FIREHOSE USEI   | 10/11/2018 | 659.76   |
| 22245     | CRESTVIEW MUTUAL WATER CO.    | CRESTVIEW MUTUAL WATER: W/     | 10/11/2018 | 54.00    |
| 22246     | DIAMOND A EQUIPMENT           | DIAMOND A EQUIP: HYD OIL G13   | 10/11/2018 | 70.15    |
| 22247     | EDIE'S SHARPALL & ENT.        | EDIE'S SHARPALL & ENT.: CHAIN  | 10/11/2018 | 42.75    |
| 22248     | EMG HOLDINGS, LLC             | EMG HOLDINGS LLC: MAINTENA     | 10/11/2018 | 1,400.00 |
| 22249     | EMPIRE CLEANING SUPPLY        | EMPIRE: BATHROOM CLEANER &     | 10/11/2018 | 5,956.56 |
| 22250     | FENCE FACTORY RENTALS         | FENCE FACTORY RENTAL: TEMP.    | 10/11/2018 | 106.92   |
| 22251     | FERGUSON ENTERPRISES INC. #1  | FERGUSON: KITCHN SINK FAUCI    | 10/11/2018 | 180.57   |
| 22252     | FLO-SERVICES INC.             | FLO-SERVICES INC.: LIFT STATIO | 10/11/2018 | 2,280.00 |
| 22256     | GRAINGER                      | GRAINGER: FUSE 10A/ BOB KILD   | 10/11/2018 | 80.29    |
| 22257     | HERC RENTALS INC.             | HERC RENTAL: BACKHOE RENT#     | 10/11/2018 | 2,362.32 |
| 22260     | J. THAYER COMPANY             | J.THAYER: LAMINATED TAPE, CO   | 10/11/2018 | 383.93   |
| 22263     | LINCOLN AQUATICS              | LINCOLN AQUATICS; LIQUID CHI   | 10/11/2018 | 565.38   |
| 22274     | THOMPSON BUILDING MATERIAL    | THOMPSON BLDG. MATERIALS: I    | 10/11/2018 | 98.39    |
| 22277     | TRAFFIC TECHNOLOGIES LLC.     | TRAFFIC TECH., LLC: TRAFFIC SI | 10/11/2018 | 444.85   |
| 22278     | UNITED SITE SERVICES OF CA IN | UNITED SITE SERVICES: TEMP. R  | 10/11/2018 | 109.40   |
| 22279     | U-RENT INC.                   | URENT: SKIDSTEER DINGO AUGI    | 10/11/2018 | 269.09   |
| 22291     | HUB INTERNATIONAL INSURANC    | HUB INSURANCE: 09/2018 INSUR.  | 10/11/2018 | -78.50   |
| 22295     | W & S SERVICES                | W&S: SEWER SERVICE/FREEDOM     | 10/11/2018 | 424.10   |

Total for Department: 04 Parks

76,198.17

Department: 05 Administration

|       |                              |                               |            |          |
|-------|------------------------------|-------------------------------|------------|----------|
| 22227 | ACCU-PRINTS/M&L PARTNERSHII  | ACCU-PRINTS: LIVESCAN PROCE   | 10/11/2018 | 24.00    |
| 22229 | ALESHIRE & WYNDER LLP        | ALESHIRE & WYNDER, LLP: 8/201 | 10/11/2018 | 4,387.00 |
| 22241 | CENTERS FOR FAMILY HEALTH    | CENTERS FOR FAMILY HLTH: EE   | 10/11/2018 | 400.00   |
| 22243 | CITY OF CAMARILLO- CASHIER   | CITY OF CAMARILLO: LIVESCAN   | 10/11/2018 | 40.00    |
| 22260 | J. THAYER COMPANY            | J.THAYER: AVERY SQUARE EDGE   | 10/11/2018 | 93.22    |
| 22271 | SHRED-IT USA LLC             | SHRED IT USA: SHREDDING OF O  | 10/11/2018 | 337.10   |
| 22281 | VCSDA                        | VCSDA: REGISTRATION FOR E.M.  | 10/11/2018 | 100.00   |
| 22283 | ADVANTAGE TELECOM/A+WIREI    | ADVANTAGE TELECOM: TEL. SEF   | 10/11/2018 | 1,453.06 |
| 22292 | KONICA MINOLTA               | KONICA MINOLTA: BIZHUB 4700F  | 10/11/2018 | 946.25   |
| 22293 | STATE OF CALIFORNIA DEPT. OF | STATE OF CA-DEPT. OF JUSTICE: | 10/11/2018 | 224.00   |

Total for Department: 05 Administration

8,004.63

Total for Fund:10 General Fund

106,620.95



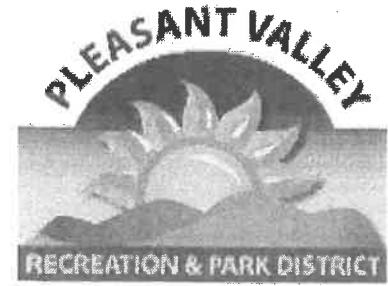
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|---|----------------------------|------------------------------|------------|-----------|
| Fund: 20 Assessment Fund                      |                            |                              |            |           |
| Department: 00 Non Departmentalized           |                            |                              |            |           |
| 22236   | BRIGHTVIEW LANDSCAPE SERVI | BRIGHTVIEW LANDSCAPE: 9/2018 | 10/11/2018 | 23,950.00 |
| 22266   | NATURAL GREEN LANDSACAPES  | NATURAL GREEN LANDSCAPE: 9   | 10/11/2018 | 15,513.83 |
| Total for Department: 00 Non Departmentalized |                            |                              |            | 39,463.83 |
| Total for Fund:20 Assessment Fund             |                            |                              |            | 39,463.83 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount     |
|-----------|-----------------|-------------------------|------|------------|
|           |                 | Grand Total             |      | 146,084.78 |

# Bank Reconciliation

## Board Audit

User: fsantos  
Printed: 10/17/2018 - 7:39AM  
Date Range: 10/02/2018 - 10/02/2018  
Systems: '(All)'



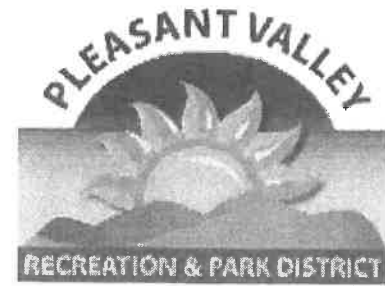
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|-------------------------------------|-----------------|------------------------------|------------|----------|
| Fund: 10 General Fund               |                 |                              |            |          |
| Department: 03 Recreation           |                 |                              |            |          |
| 22223                               | KATIE SHINDEN   | K.SHINDEN: INSTRUCTOR FEES/M | 10/02/2018 | 1,185.60 |
| Total for Department: 03 Recreation |                 |                              |            | 1,185.60 |
| Total for Fund:10 General Fund      |                 |                              |            | 1,185.60 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount   |
|-----------|-----------------|-------------------------|------|----------|
|           |                 | Grand Total             |      | 1,185.60 |

# Bank Reconciliation

## Board Audit

User: fsantos  
 Printed: 10/26/2018 - 10:44AM  
 Date Range: 10/17/2018 - 10/26/2018  
 Systems: 'AP'



| Check No.                                     | Vendor/Employee               | Transaction Description         | Date       | Amount    |
|---|-------------------------------|---------------------------------|------------|-----------|
| Fund: 10 General Fund                         |                               |                                 |            |           |
| Department: 00 Non Departmentalized           |                               |                                 |            |           |
| 22299   | STACEY STEFFENSEN             | S.STEFFENSEN: REISSUE OF PR C   | 10/19/2018 | 514.51    |
| 22303   | ASPIRANET                     | ASPIRANET: PERMIT REFUND        | 10/25/2018 | 50.00     |
| Total for Department: 00 Non Departmentalized |                               |                                 |            | 564.51    |
| Department: 03 Recreation                     |                               |                                 |            |           |
| 22305   | BINGO BUGLE-SANTA BARBARA     | BINGO BUGLE: AUG. PROGRAM I     | 10/25/2018 | 35.00     |
| 22306   | BINGO WEST #4                 | BINGO WEST#4: BINGO SUPP.- H/   | 10/25/2018 | 17.59     |
| 22307   | BSN SPORTS, LLC               | BSN SPORTS: 18DZ OF DUDLEY S    | 10/25/2018 | 1,011.29  |
| 22312   | HELEN DZIADULEWICZ            | H.DZIADULEWICZ: INSTRUCTOR      | 10/25/2018 | 1,270.75  |
| 22317   | JUMPING JOE'S                 | JUMPING JOE'S BOUNCE HSE.: FC   | 10/25/2018 | 360.00    |
| 22319   | ALISON LITTLE                 | A.LITTLES: INSTRUCTOR FEES/SI   | 10/25/2018 | 84.00     |
| 22324   | KATIE SHINDEN                 | K.SHINDEN: INSTRUCTOR FEES/F    | 10/25/2018 | 996.45    |
| 22334   | ANN M. WRIGHT                 | A.WRIGHT: INSTRUCTOR FEES/D     | 10/25/2018 | 293.15    |
| Total for Department: 03 Recreation           |                               |                                 |            | 4,068.23  |
| Department: 04 Parks                          |                               |                                 |            |           |
| 0   | CITY OF CAMARILLO             | CITY OF CAM:WATER SERVICE/15    | 10/26/2018 | 28,873.59 |
| 0   | E.J.HARRISON AND SONS, INC.   | EJ HARRISON: 10/2018 TRASH CO   | 10/25/2018 | 3,942.46  |
| 0   | THE GAS COMPANY               | SOCAL GAS CO.: GAS SERVICE/A/   | 10/26/2018 | 1,673.54  |
| 22300   | AIRWORKS SOLUTIONS INC.       | AIRWORKS:INSTALL 2 NEW PLEN     | 10/25/2018 | 2,700.00  |
| 22301   | AMERICAN RESOURCE RECVY       | AMERICAN RESOURCE RECVY: 9      | 10/25/2018 | 947.39    |
| 22302   | ANGELUS BLOCK CO. INC.        | ANGELUS BLOCK CO.: 10X6X16 P    | 10/25/2018 | 7,670.51  |
| 22304   | B & B DO IT CENTER            | B&B: TORCH BLADE, MOUSETRP      | 10/25/2018 | 202.33    |
| 22309   | CAMROSA WATER DISTRICT        | CAMROSA WATER: WATER SERVI      | 10/25/2018 | 18,308.74 |
| 22311   | CITY OF OXNARD-CITY TREASUR   | CITY OF OXNARD: ENVIRONMEN      | 10/25/2018 | 213.33    |
| 22313   | EMPIRE CLEANING SUPPLY        | EMPIRE: JANITORIAL SUPPLIES/A   | 10/25/2018 | 2,055.77  |
| 22314   | EWING IRRIGATION PRODUCTS     | EWING: IRRIGATION SUPPLIES/SI   | 10/25/2018 | 54.49     |
| 22315   | FERGUSON ENTERPRISES INC. #1  | FERGUSON: CVR NP UNIT/MISISC    | 10/25/2018 | 31.20     |
| 22316   | CODY BLAKE GILMER             | C.GILMER/ROLLING STONE MAS      | 10/25/2018 | 9,875.00  |
| 22318   | LINCOLN AQUATICS              | LINCOLN AQUATICS: LIQUID CHI    | 10/25/2018 | 198.96    |
| 22321   | PACIFIC ROCK, INC.            | PACIFIC ROCK: 3/4" REGULAR/CR   | 10/25/2018 | 494.31    |
| 22322   | PERFORMANCE NURSERY           | PERFORMANCE NURSERY: JACA       | 10/25/2018 | 268.12    |
| 22323   | RJ THOMAS MFG. CO., INC.      | RJ THOMAS MFG.: ALUM TABLES     | 10/25/2018 | 9,639.40  |
| 22325   | SUNBELT RENTALS INC.          | SUNBELT RENTALS: TRENCH RO      | 10/25/2018 | 804.12    |
| 22326   | TAFT ELECTRIC                 | TAFT ELECTRIC: TROUBLESHOO      | 10/25/2018 | 582.90    |
| 22328   | TURF STAR INC.                | TURFSTAR: LATCH SWELL & AIR     | 10/25/2018 | 146.52    |
| 22329   | UNITED RENTALS                | UNITED SITE SERV: TEMP. RR RE   | 10/25/2018 | 211.54    |
| 22330   | U-RENT INC.                   | URENT: RENTAL OF STUMP GRIN     | 10/25/2018 | 250.09    |
| 22331   | VENTURA COUNTY STAR           | VENTURA CTY. STAR: BID REQUI    | 10/25/2018 | 545.79    |
| 22332   | VISTA FORD OF OXNARD          | VISTA FORD: VEHICLE MAINT.-F    | 10/25/2018 | 444.50    |
| 22333   | WEST COAST ARBORISTS INC.     | WEST COAST ARBORIST: REMOV      | 10/25/2018 | 5,512.50  |
| Total for Department: 04 Parks                |                               |                                 |            | 95,647.10 |
| Department: 05 Administration                 |                               |                                 |            |           |
| 0   | ANTHONY MILLER                | A.MILLER: MILEAGE REIMBURSI     | 10/19/2018 | 31.61     |
| 22308   | CALIFORNIA SPECIAL DIST. ASSC | CA SPECIAL DIST. ASSOC.: 2019 C | 10/25/2018 | 7,477.00  |

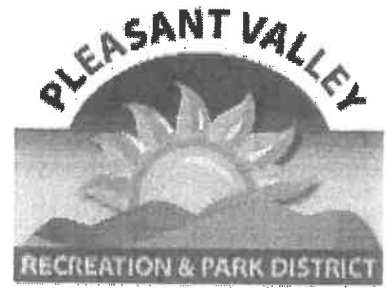
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|---|----------------------------|------------------------------|------------|------------|
| 22310                                   | CITY OF CAMARILLO- CASHIER | CITY OF CAMARILLO: USE OF CF | 10/25/2018 | 317.34     |
| 22320                                   | ELAINE L. MAGNER           | E. MAGNER: REIMB. FOR TRAVEI | 10/25/2018 | 1,358.82   |
| 22327                                   | THE NOTABLE CORPORATION    | THE NOTABLE CORP: 2018 TAX F | 10/25/2018 | 481.61     |
| 22335                                   | ALLCONNECTED, INC.         | ALLCONNECTED: 10/2018 IT NET | 10/26/2018 | 881.00     |
| Total for Department: 05 Administration |                            |                              |            | 10,547.38  |
| Total for Fund:10 General Fund          |                            |                              |            | 110,827.22 |

| Check No. | Vendor/Employee | Transaction Description | Date | Amount     |
|-----------|-----------------|-------------------------|------|------------|
|           |                 | Grand Total             |      | 110,827.22 |

# Bank Reconciliation

## Board Audit

User: fsantos  
Printed: 10/30/2018 - 3:33PM  
Date Range: 10/30/2018 - 10/30/2018  
Systems: '(All)'



| Check No.                     | Vendor/Employee | Transaction Description                | Date       | Amount    |
|-------------------------------|-----------------|--|------------|-----------|
| Fund: 30 Park Dedication Fund |                 |  |            |           |
| Department: 00                |                 |  |            |           |
| 22339                         | GAMETIME        | FOR PG EQUIP. @ NANCY BUSH F           | 10/30/2018 | 63,161.45 |
|                               |                 | Total for Department: 00               |            | 63,161.45 |
|                               |                 | Total for Fund:30 Park Dedication Fund |            | 63,161.45 |



| Check No. | Vendor/Employee | Transaction Description | Date | Amount    |
|-----------|-----------------|-------------------------|------|-----------|
|           |                 | Grand Total             |      | 63,161.45 |

**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: November 7, 2018**

**SUBJECT: FINANCE REPORT SEPTEMBER 2018**

**RECOMMENDATION**

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

**ANALYSIS OF COMPARATIVE FINANCIAL THROUGH SEPTEMBER 30, 2018**

Attached you will find the District's Statements of Revenues and Expenditures for the period of July 1, 2018 through September 30, 2018 with a year-to-date comparison for the period of July 1, 2017 through September 30, 2017. The percentage rate used for the 2018-2019 fiscal year budget is 25% for Period 3 of the fiscal year.

**REVENUES**

Total revenue for the 3rd month ending September 30, 2018 for Fund 10 (General Fund) has an overall decrease of \$144,279, most of the decrease is due to the following items: 1) ROPS Reimbursement (\$108,347) and 2) Contract Classes (\$29,968).

Total revenue for the 3rd month ending September 30, 2018 for Fund 20 (Assessment District) is at 0.30% of budget. The first installment of tax apportionment for fiscal year 2018-2019 will arrive around December 28, 2018. At that time the Assessment District will receive approximately 60% of their budgeted tax apportionment. Until then the finance reports will reflect minimal activity in the revenue section of the report.

Fund 30 (Park Dedication Fee) is at 51% of budget due to the interest earnings on the Multi-Bank Securities Investment. Fund 30 has had no expenses for fiscal year 2018-2019. There is \$895,600 budgeted in Capital expense for fiscal year 2018-2019 and as the year progresses, the monthly financial report will reflect the spending/activity on the capital improvement projects (CIP) budgeted in Fund 30.

**EXPENDITURES**

Personnel Expenditures have increased by \$57,650 for FY 2018-2019 in comparison to personnel expense for the same time period as last year. Most of the increase is due to the PERS Unfunded Liability (\$54,216) which was paid in full for the fiscal year.

Service and Supply Expenditures for Fund 10 have increased \$28,263 in comparison to the same time as last year. This increase is primarily due to the following items: 1) Building Repair (\$13,389) and increases in various Service and Supplies accounts.

Fund 20 is at 17.11% in Personnel and 11.44% in Service and Supplies. The Assessment District is staying within budget in all categories.

Fund 30 Services and Supplies has no budget and has limited activity for the month of September 2018.

Capital projects for fiscal year 2018-2019 are currently underway and there has been minimal expense in the Capital (General Fund) and minimal activity in the Quimby Fees.

### **FISCAL IMPACT**

Overall the District is under the approved budget for Fund 10 by 2.8% and Fund 20 is under budget by 13.4%. 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 September 30, 2018 regarding Fund 10, Fund 20 and Fund 30.

### **ATTACHMENTS**

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

**Statement of Revenues and Expenditures  
Fund 10 General Fund  
September 2018 25%**

| Description                   | Account   | Period Amount        | One Year Prior Actual  | Year to Date           | Budget                 | Budget Remaining       | % of Budget Used |
|-------------------------------|-----------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------|
| <b>Revenue</b>                |           |                      |                        |                        |                        |                        |                  |
| Tax Apport Cur Year Secured   | 5110      | \$ -                 | \$ -                   | \$ -                   | \$ 6,506,450.00        | \$ 6,506,450.00        | 0.00%            |
| Tax Apport Prior Year Sec     | 5130      | \$ -                 | \$ 19,572.98           | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Tax Deeded Sales              | 5150      | \$ -                 | \$ 26.30               | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| HOPTR Prior Year              | 5231      | \$ -                 | \$ 15,982.52           | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Interest Earnings             | 5310      | \$ 128.80            | \$ 1,934.31            | \$ 783.28              | \$ 18,300.00           | \$ 17,516.72           | 4.28%            |
| MBS Interest Earnings         | 5320      | \$ -                 | \$ 6,771.88            | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Park Patrol Citations         | 5506      | \$ 1,464.46          | \$ 317.66              | \$ 4,319.78            | \$ 4,510.00            | \$ 190.22              | 95.78%           |
| Plan Check Fee                | 5507      | \$ -                 | \$ -                   | \$ -                   | \$ 100.00              | \$ 100.00              | 0.00%            |
| Contract ClassesPublic Fees   | 5510      | \$ 11,934.15         | \$ 75,262.87           | \$ 45,295.25           | \$ 232,539.00          | \$ 187,243.75          | 19.48%           |
| Public Fees                   | 5511      | \$ 21,208.76         | \$ 107,224.40          | \$ 132,747.61          | \$ 393,842.00          | \$ 261,094.39          | 33.71%           |
| Swim PassAdult Splash         | 5513-5529 | \$ 4,287.85          | \$ 15,065.93           | \$ 19,494.74           | \$ 71,695.00           | \$ 52,200.26           | 27.19%           |
| Rental                        | 5530      | \$ 20,855.34         | \$ 89,459.71           | \$ 89,450.04           | \$ 420,966.00          | \$ 331,515.96          | 21.25%           |
| Cell Tower Revenue            | 5535      | \$ 4,797.37          | \$ 21,465.59           | \$ 22,664.77           | \$ 83,534.00           | \$ 60,869.23           | 27.13%           |
| Annual Passes                 | 5536      | \$ -                 | \$ 2,222.25            | \$ 107.00              | \$ -                   | \$ 107.00              | 0.00%            |
| Parking Fees                  | 5540      | \$ 3,046.82          | \$ 7,489.38            | \$ 7,558.77            | \$ 12,312.00           | \$ 4,753.23            | 61.39%           |
| Dues                          | 5550      | \$ 116.00            | \$ 240.00              | \$ 661.00              | \$ 2,160.00            | \$ 1,499.00            | 30.60%           |
| Activity Guide Revenue        | 5555      | \$ 1,900.00          | \$ 2,990.00            | \$ 3,725.75            | \$ 16,000.00           | \$ 12,274.25           | 23.29%           |
| Special Event                 | 5561      | \$ -                 | \$ -                   | \$ -                   | \$ 11,000.00           | \$ 11,000.00           | 0.00%            |
| Staffing Cost Recovery        | 5563      | \$ -                 | \$ -                   | \$ 1,734.00            | \$ 5,000.00            | \$ 3,266.00            | 34.68%           |
| Special Event Permits         | 5564      | \$ -                 | \$ -                   | \$ 203.00              | \$ 1,000.00            | \$ 797.00              | 20.30%           |
| Donations                     | 5570      | \$ 40,591.00         | \$ 76,970.50           | \$ 74,294.00           | \$ 90,870.00           | \$ 16,576.00           | 81.76%           |
| Other/Purchase Discount Taken | 5575      | \$ 2,564.12          | \$ 23,533.09           | \$ 27,578.55           | \$ 64,615.00           | \$ 37,036.45           | 42.68%           |
| Cash Over/Under               | 5580      | \$ -                 | \$ 65.00               | \$ 19.00               | \$ -                   | \$ 19.00               | 0.00%            |
| Incentive Income              | 5585      | \$ 46.47             | \$ 593.54              | \$ 618.82              | \$ 1,600.00            | \$ 981.18              | 38.68%           |
| Reimbursement ROPS            | 5600      | \$ -                 | \$ 108,346.56          | \$ -                   | \$ 90,000.00           | \$ 90,000.00           | 0.00%            |
| <b>Revenue</b>                |           | <b>\$ 112,941.14</b> | <b>\$ 575,534.47</b>   | <b>\$ 431,255.36</b>   | <b>\$ 8,026,493.00</b> | <b>\$ 7,595,489.64</b> | <b>5.37%</b>     |
| <b>YTD Comparison</b>         |           |                      |                        | <b>\$ (144,279.11)</b> |                        |                        |                  |
| <b>Expense</b>                |           |                      |                        |                        |                        |                        |                  |
| Full Time Salaries            | 6100      | \$ 166,880.23        | \$ 469,319.74          | \$ 460,794.48          | \$ 2,398,320.00        | \$ 1,937,525.52        | 19.21%           |
| Overtime Salaries             | 6101      | \$ 2,736.44          | \$ 2,533.97            | \$ 10,024.27           | \$ 34,286.00           | \$ 24,261.73           | 29.24%           |
| Car Allowance                 | 6105      | \$ 830.74            | \$ 1,387.99            | \$ 2,498.85            | \$ 10,800.00           | \$ 8,301.15            | 23.14%           |
| Cell Phone Allowance          | 6108      | \$ 1,132.00          | \$ 3,577.03            | \$ 3,396.86            | \$ 15,900.00           | \$ 12,503.14           | 21.36%           |
| PartTime Salaries             | 6110      | \$ 46,742.10         | \$ 170,893.42          | \$ 185,684.21          | \$ 731,823.00          | \$ 546,138.79          | 25.37%           |
| Retirement                    | 6120      | \$ 29,289.17         | \$ 77,358.78           | \$ 82,333.80           | \$ 440,350.00          | \$ 358,016.20          | 18.70%           |
| 457 Pension                   | 6121      | \$ 135.22            | \$ 6,230.30            | \$ 6,230.30            | \$ 1,045.00            | \$ 5,185.30            | 596.20%          |
| Employee Insurance            | 6130      | \$ 19,885.36         | \$ 47,911.91           | \$ 54,936.24           | \$ 345,185.00          | \$ 290,248.76          | 15.92%           |
| Workers Compensation          | 6140      | \$ 12,773.81         | \$ 32,293.29           | \$ 35,798.85           | \$ 168,953.00          | \$ 133,154.15          | 21.19%           |
| Loan Pension Obligation       | 6160      | \$ 254.15            | \$ 27,011.50           | \$ 254.15              | \$ 243,610.00          | \$ 243,864.15          | 0.10%            |
| PERS Unfunded Liability       | 6170      | \$ -                 | \$ 232,344.00          | \$ 286,560.00          | \$ 318,714.00          | \$ 32,154.00           | 89.91%           |
| <b>Personnel</b>              |           | <b>\$ 280,659.22</b> | <b>\$ 1,070,861.93</b> | <b>\$ 1,128,512.01</b> | <b>\$ 4,708,986.00</b> | <b>\$ 3,591,352.89</b> | <b>23.97%</b>    |
| <b>YTD Comparison</b>         |           |                      |                        | <b>\$ 57,650.08</b>    |                        |                        |                  |
| Telephone                     | 6210      | \$ 1,729.60          | \$ 2,620.59            | \$ 2,897.90            | \$ 11,456.00           | \$ 8,558.10            | 25.30%           |
| Internet Services             | 6220      | \$ 4,381.00          | \$ 6,157.95            | \$ 11,663.66           | \$ 40,258.00           | \$ 28,594.34           | 28.97%           |
| Pool Chemicals                | 6310      | \$ 129.32            | \$ 1,884.86            | \$ 2,372.03            | \$ 12,000.00           | \$ 9,627.97            | 19.77%           |
| Janitorial Supplies           | 6320      | \$ 317.59            | \$ 8,636.45            | \$ 13,739.09           | \$ 52,200.00           | \$ 38,460.91           | 26.32%           |
| Kitchen Supplies              | 6330      | \$ 145.63            | \$ 123.17              | \$ 200.77              | \$ 1,400.00            | \$ 1,199.23            | 14.34%           |
| Food Supplies                 | 6340      | \$ 893.90            | \$ 1,101.30            | \$ 1,169.00            | \$ 12,075.00           | \$ 10,906.00           | 9.68%            |
| Water Maint & Service         | 6350      | \$ 84.50             | \$ 175.75              | \$ 187.90              | \$ 1,080.00            | \$ 892.10              | 17.40%           |
| Laundry/Wash Service          | 6360      | \$ 48.00             | \$ -                   | \$ 48.00               | \$ 380.00              | \$ 332.00              | 12.63%           |
| Medical Supplies              | 6380      | \$ -                 | \$ -                   | \$ -                   | \$ 650.00              | \$ 650.00              | 0.00%            |
| Insurance Liability           | 6410      | \$ -                 | \$ 48,579.00           | \$ 57,572.00           | \$ 111,732.00          | \$ 54,160.00           | 51.53%           |
| Equipment Maintenance         | 6500      | \$ -                 | \$ -                   | \$ -                   | \$ 400.00              | \$ 400.00              | 0.00%            |
| Fuel                          | 6510      | \$ 9,244.06          | \$ 6,433.03            | \$ 9,732.18            | \$ 43,000.00           | \$ 33,267.82           | 22.63%           |
| Vehicle Maintenance           | 6520      | \$ 4,560.61          | \$ 9,420.34            | \$ 7,417.79            | \$ 35,400.00           | \$ 27,982.21           | 20.95%           |
| Office Equipment Maintenance  | 6530      | \$ -                 | \$ 688.19              | \$ -                   | \$ 200.00              | \$ 200.00              | 0.00%            |
| Computer Equip Maintenance    | 6540      | \$ -                 | \$ 75.06               | \$ -                   | \$ 2,400.00            | \$ 2,400.00            | 0.00%            |
| Building Repair               | 6610      | \$ 13,359.34         | \$ 9,724.33            | \$ 23,612.99           | \$ 96,200.00           | \$ 72,587.01           | 24.55%           |
| Bldg Equip Maint/Repair       | 6620      | \$ 16.16             | \$ 9,858.04            | \$ 522.92              | \$ 22,875.00           | \$ 22,352.08           | 2.29%            |
| Improvements/Maintenance      | 6630      | \$ 4,566.68          | \$ 949.33              | \$ 4,691.68            | \$ 24,000.00           | \$ 19,308.32           | 19.55%           |
| Grounds Maintenance           | 6710      | \$ 2,077.40          | \$ 17,209.28           | \$ 22,065.31           | \$ 87,980.00           | \$ 65,913.69           | 25.08%           |
| Tree Care Assess              | 6719      | \$ 225.00            | \$ 225.00              | \$ 225.00              | \$ -                   | \$ 225.00              | 0.00%            |
| Park Amenities Assess         | 6722      | \$ -                 | \$ 974.87              | \$ -                   | \$ -                   | \$ -                   | 0.00%            |
| Park Signage (Branding)       | 6725      | \$ -                 | \$ 304.00              | \$ 85.29               | \$ 15,000.00           | \$ 14,914.71           | 0.57%            |
| Contracted Pest Control       | 6730      | \$ 250.00            | \$ -                   | \$ 575.00              | \$ 2,000.00            | \$ 1,425.00            | 28.75%           |
| Rubbish & Refuse              | 6740      | \$ 4,989.69          | \$ 13,827.78           | \$ 14,140.72           | \$ 65,760.00           | \$ 51,619.28           | 21.50%           |
| Vandalism/Theft               | 6750      | \$ -                 | \$ -                   | \$ -                   | \$ 2,000.00            | \$ 2,000.00            | 0.00%            |
| Memberships                   | 6810      | \$ -                 | \$ 2,950.00            | \$ 3,975.00            | \$ 14,315.00           | \$ 10,340.00           | 27.77%           |
| Office Supplies               | 6910      | \$ 1,927.67          | \$ 3,053.96            | \$ 3,103.27            | \$ 29,934.00           | \$ 26,830.73           | 10.37%           |
| Postage Expense               | 6920      | \$ 524.03            | \$ 5,905.16            | \$ 1,084.30            | \$ 31,900.00           | \$ 30,815.70           | 3.40%            |
| Advertising Expense           | 6930      | \$ 465.67            | \$ 1,737.90            | \$ 2,376.74            | \$ 16,740.00           | \$ 14,363.26           | 14.20%           |
| Printing Charges              | 6940      | \$ 1,031.50          | \$ 1,837.05            | \$ 3,680.12            | \$ 14,048.00           | \$ 10,367.88           | 26.20%           |
| ActiveNet Charges             | 6950      | \$ 4,207.72          | \$ 15,044.93           | \$ 16,512.00           | \$ 55,758.00           | \$ 39,246.00           | 29.61%           |
| Approp Redev/Collection Fees  | 6960      | \$ -                 | \$ -                   | \$ -                   | \$ 399,740.00          | \$ 399,740.00          | 0.00%            |
| Minor Furn Fixture & Equip    | 6980      | \$ 334.72            | \$ 516.88              | \$ 593.16              | \$ 1,533.00            | \$ 939.84              | 38.69%           |
| Comp Hardware/Software Exp    | 6990      | \$ 464.72            | \$ 1,707.06            | \$ 1,799.35            | \$ 13,264.00           | \$ 11,464.65           | 13.57%           |
| Fingerprint Fees (HR)         | 7010      | \$ -                 | \$ 196.00              | \$ 72.00               | \$ 2,440.00            | \$ 2,368.00            | 2.95%            |
| Fire & Safety Insp Fees       | 7020      | \$ -                 | \$ 133.26              | \$ -                   | \$ 3,925.00            | \$ 3,925.00            | 0.00%            |
| Permit & Licensing Fees       | 7030      | \$ 50.00             | \$ 3,329.50            | \$ 4,691.21            | \$ 11,150.00           | \$ 6,458.79            | 42.07%           |
| State License Fee             | 7040      | \$ -                 | \$ 341.25              | \$ 755.00              | \$ 400.00              | \$ 355.00              | 188.75%          |
| Professional Services         | 7100      | \$ -                 | \$ -                   | \$ -                   | \$ 1,000.00            | \$ 1,000.00            | 0.00%            |
| Legal Services                | 7110      | \$ -                 | \$ 13,157.58           | \$ 9,214.50            | \$ 69,150.00           | \$ 59,935.50           | 13.33%           |
| Typeset and Print Services    | 7115      | \$ -                 | \$ 12,200.26           | \$ 12,169.07           | \$ 45,900.00           | \$ 33,730.93           | 26.51%           |
| Instructor Services           | 7120      | \$ 4,938.90          | \$ 43,572.01           | \$ 29,510.20           | \$ 168,426.00          | \$ 138,915.80          | 17.52%           |
| PERS Admin Fees               | 7125      | \$ 75.49             | \$ 379.22              | \$ 259.43              | \$ 1,550.00            | \$ 1,290.57            | 16.74%           |
| Audit Services                | 7130      | \$ -                 | \$ -                   | \$ -                   | \$ 17,260.00           | \$ 17,260.00           | 0.00%            |
| Medical & Health Svcs (HR)    | 7140      | \$ -                 | \$ 300.00              | \$ 395.00              | \$ 5,500.00            | \$ 5,105.00            | 7.18%            |
| Security Services             | 7150      | \$ 465.33            | \$ 3,502.60            | \$ 1,868.35            | \$ 5,400.00            | \$ 3,531.65            | 34.60%           |
| Entertainment Services        | 7160      | \$ 49.99             | \$ 594.67              | \$ 374.99              | \$ 3,000.00            | \$ 2,625.01            | 12.50%           |
| Business Services             | 7180      | \$ 2,856.16          | \$ 46,593.84           | \$ 43,111.85           | \$ 90,100.00           | \$ 46,988.15           | 47.85%           |

**Statement of Revenues and Expenditures  
Fund 10 General Fund  
September 2018 25%**

| Description                   | Account | Period Amount        | One Year Prior Actual | Year to Date         | Budget                 | Budget Remaining       | % of Budget Used |
|-------------------------------|---------|----------------------|-----------------------|----------------------|------------------------|------------------------|------------------|
| Umpire/Referee Services       | 7190    | \$ 60.00             | \$ 160.00             | \$ 410.00            | \$ 2,065.00            | \$ 1,655.00            | 19.85%           |
| Subscriptions                 | 7210    | \$ 35.00             | \$ -                  | \$ 238.40            | \$ 4,508.00            | \$ 4,269.60            | 5.29%            |
| Rents & Leases Equip          | 7310    | \$ 1,066.72          | \$ 6,121.02           | \$ 6,032.58          | \$ 38,210.00           | \$ 32,177.42           | 15.79%           |
| Bldg/Field Leases & Rental    | 7320    | \$ -                 | \$ 5.00               | \$ -                 | \$ 120.00              | \$ 120.00              | 0.00%            |
| Event Supplies                | 7410    | \$ 46.46             | \$ 489.95             | \$ 334.46            | \$ 2,000.00            | \$ 1,665.54            | 16.72%           |
| Supplies                      | 7420    | \$ 415.40            | \$ 291.57             | \$ 872.68            | \$ 3,800.00            | \$ 2,927.32            | 22.97%           |
| Bingo Supplies                | 7430    | \$ 612.77            | \$ 1,822.60           | \$ 2,170.95          | \$ 7,500.00            | \$ 5,329.05            | 28.95%           |
| Sporting Goods                | 7440    | \$ 106.03            | \$ 2,496.63           | \$ 106.97            | \$ 8,586.00            | \$ 8,692.97            | 1.25%            |
| Arts and Craft Supplies       | 7450    | \$ 32.13             | \$ 358.77             | \$ 32.13             | \$ 1,940.00            | \$ 1,907.87            | 1.66%            |
| Training Supplies             | 7460    | \$ -                 | \$ -                  | \$ -                 | \$ 2,650.00            | \$ 2,650.00            | 0.00%            |
| Camp Supplies                 | 7470    | \$ -                 | \$ 318.50             | \$ -                 | \$ 1,200.00            | \$ 1,200.00            | 0.00%            |
| Small Tools                   | 7500    | \$ 1,102.89          | \$ 1,429.09           | \$ 1,683.26          | \$ 6,100.00            | \$ 4,416.74            | 27.59%           |
| Safety Supplies               | 7510    | \$ 138.93            | \$ 574.16             | \$ 549.72            | \$ 4,690.00            | \$ 4,140.28            | 11.72%           |
| Uniform Allowance             | 7610    | \$ -                 | \$ 546.96             | \$ 240.09            | \$ 12,600.00           | \$ 12,359.91           | 1.91%            |
| Safety Clothing               | 7620    | \$ 150.00            | \$ 139.14             | \$ 450.00            | \$ 6,054.00            | \$ 5,604.00            | 7.43%            |
| Conference&Seminar Staff      | 7710    | \$ 1,604.00          | \$ 7,497.40           | \$ 5,635.65          | \$ 19,775.00           | \$ 14,139.35           | 28.50%           |
| Conference&Seminar Board      | 7715    | \$ -                 | \$ 110.00             | \$ -                 | \$ 2,280.00            | \$ 2,280.00            | 0.00%            |
| Conference&Seminar Travel Exp | 7720    | \$ 1,593.44          | \$ 3,033.16           | \$ 2,743.44          | \$ 10,143.00           | \$ 7,399.56            | 27.05%           |
| Out of Town Travel Board      | 7725    | \$ -                 | \$ -                  | \$ -                 | \$ 7,085.00            | \$ 7,085.00            | 0.00%            |
| Private Vehicle Mileage       | 7730    | \$ 83.39             | \$ 157.31             | \$ 325.83            | \$ 2,503.00            | \$ 2,177.17            | 13.02%           |
| Transportation Charges        | 7740    | \$ -                 | \$ -                  | \$ -                 | \$ 1,110.00            | \$ 1,110.00            | 0.00%            |
| Buses/Excursions              | 7750    | \$ 2,481.22          | \$ 5,907.02           | \$ 4,277.54          | \$ 23,950.00           | \$ 19,672.46           | 17.86%           |
| Utilities Gas                 | 7810    | \$ 1,601.62          | \$ 2,188.48           | \$ 4,148.45          | \$ 27,488.00           | \$ 23,339.55           | 15.09%           |
| Utilities Water               | 7820    | \$ 67,227.49         | \$ 162,119.72         | \$ 167,885.48        | \$ 816,188.00          | \$ 648,302.52          | 20.57%           |
| Utilities Electric            | 7830    | \$ 20,157.04         | \$ 36,016.30          | \$ 42,931.04         | \$ 237,062.00          | \$ 194,130.96          | 18.11%           |
| Airport Assessment Exp        | 7840    | \$ -                 | \$ -                  | \$ -                 | \$ 10,000.00           | \$ 10,000.00           | 0.00%            |
| Awards and Certificates       | 7910    | \$ 3,300.72          | \$ 3,203.55           | \$ 3,365.05          | \$ 16,940.00           | \$ 13,574.95           | 19.86%           |
| Meals for Staff Training      | 7920    | \$ 266.48            | \$ 397.52             | \$ 328.15            | \$ 2,810.00            | \$ 2,481.85            | 11.68%           |
| Employee Morale               | 7930    | \$ -                 | \$ 65.66              | \$ -                 | \$ 4,250.00            | \$ 4,250.00            | 0.00%            |
| COP Debt PV Fields            | 7950    | \$ 20,202.92         | \$ 61,602.24          | \$ 60,608.75         | \$ 242,435.00          | \$ 181,826.25          | 25.00%           |
| Reserve Vehicle Fleet         | 7970    | \$ 833.33            | \$ 2,500.00           | \$ 2,500.00          | \$ 10,000.00           | \$ 7,500.00            | 25.00%           |
| Reserve Computer Fleet        | 7971    | \$ 416.67            | \$ 1,250.00           | \$ 1,250.00          | \$ 5,000.00            | \$ 3,750.00            | 25.00%           |
| Reserve Dry Period            | 7973    | \$ 7,500.00          | \$ 22,500.00          | \$ 22,500.00         | \$ 90,000.00           | \$ 67,500.00           | 25.00%           |
| Reserve Repair/Oper/Admin     | 7975    | \$ 2,500.00          | \$ -                  | \$ 7,500.00          | \$ 30,000.00           | \$ 22,500.00           | 25.00%           |
| <b>Services and Supplies</b>  |         | <b>\$ 197,945.03</b> | <b>\$ 619,323.20</b>  | <b>\$ 647,586.39</b> | <b>\$ 3,303,921.00</b> | <b>\$ 2,657,708.55</b> | <b>19.60%</b>    |
| <b>YTD Comparison</b>         |         |                      |                       | <b>\$ 28,263.19</b>  |                        |                        |                  |

| Capital                        | Account | Period Amount       | One Year Prior Actual | Year to Date        | Budget               | Budget Remaining     | % of Budget Used |
|--------------------------------|---------|---------------------|-----------------------|---------------------|----------------------|----------------------|------------------|
| Capital                        | 8400    | \$ -                | \$ 538.53             | \$ -                | \$ -                 | \$ -                 | 0.00%            |
| Equip/Facility Replacement     | 8420    | \$ -                | \$ 33,358.52          | \$ -                | \$ 7,000.00          | \$ 7,000.00          | 0.00%            |
| Needs Assessment               | 8422    | \$ -                | \$ 9,175.00           | \$ 1,032.00         | \$ -                 | \$ 1,032.00          | 0.00%            |
| Bob Kildee Parking Lot         | 8423    | \$ -                | \$ 131,944.55         | \$ -                | \$ -                 | \$ -                 | 0.00%            |
| Hardwalls GM/HR Offices        | 8425    | \$ -                | \$ 9,158.85           | \$ -                | \$ -                 | \$ -                 | 0.00%            |
| Cam Grve Dog PkArtificial Turf | 8430    | \$ -                | \$ 9,630.00           | \$ -                | \$ -                 | \$ -                 | 0.00%            |
| Auditorium Restroom Remodel    | 8435    | \$ -                | \$ -                  | \$ 2,771.41         | \$ -                 | \$ 2,771.41          | 0.00%            |
| Springville Dog Park Wall      | 8436    | \$ 630.14           | \$ -                  | \$ 630.14           | \$ -                 | \$ 630.14            | 0.00%            |
| Office Design/Carpet/Server    | 8440    | \$ -                | \$ 7,940.84           | \$ -                | \$ -                 | \$ -                 | 0.00%            |
| Pool Plaster/Fiberglass Resurf | 8448    | \$ -                | \$ -                  | \$ -                | \$ 135,000.00        | \$ 135,000.00        | 0.00%            |
| Pool Slide Metal Support       | 8449    | \$ -                | \$ -                  | \$ -                | \$ 40,000.00         | \$ 40,000.00         | 0.00%            |
| Bob Kildee Restroom Roof       | 8450    | \$ 15,613.00        | \$ -                  | \$ 15,613.00        | \$ 15,000.00         | \$ 613.00            | 104.09%          |
| Freedom RR/Concession Roof     | 8451    | \$ -                | \$ -                  | \$ -                | \$ 18,000.00         | \$ 18,000.00         | 0.00%            |
| Charter Oak Tree Windrow       | 8452    | \$ -                | \$ -                  | \$ -                | \$ 10,000.00         | \$ 10,000.00         | 0.00%            |
| PV Fields Painting Phase I     | 8453    | \$ -                | \$ -                  | \$ -                | \$ 15,000.00         | \$ 15,000.00         | 0.00%            |
| Comm Ctr Exterior Restrooms    | 8454    | \$ -                | \$ -                  | \$ -                | \$ 40,000.00         | \$ 40,000.00         | 0.00%            |
| Bob Kildee Irrigation Pump     | 8455    | \$ -                | \$ -                  | \$ -                | \$ 10,000.00         | \$ 10,000.00         | 0.00%            |
| Mtr EnclosurEncnt,Fhill,Adolf  | 8456    | \$ -                | \$ -                  | \$ -                | \$ 24,000.00         | \$ 24,000.00         | 0.00%            |
| Arnell Rnch Park Picnic Area   | 8457    | \$ -                | \$ -                  | \$ 13,600.00        | \$ 25,400.00         | \$ 11,800.00         | 53.54%           |
| Pitts Ranch Park Pavilion      | 8458    | \$ -                | \$ -                  | \$ -                | \$ 64,000.00         | \$ 64,000.00         | 0.00%            |
| <b>Capital</b>                 |         | <b>\$ 16,243.14</b> | <b>\$ 201,746.29</b>  | <b>\$ 33,646.55</b> | <b>\$ 403,400.00</b> | <b>\$ 379,846.55</b> | <b>8.34%</b>     |
|                                |         |                     |                       | <b>(168,099.74)</b> |                      |                      |                  |

|                                     |  |                      |                        |                        |                        |                        |              |
|-------------------------------------|--|----------------------|------------------------|------------------------|------------------------|------------------------|--------------|
| <b>Total Expenses w/out Capital</b> |  | <b>\$ 478,604.25</b> | <b>\$ 1,690,185.13</b> | <b>\$ 1,776,098.40</b> | <b>\$ 8,012,907.00</b> | <b>\$ 6,249,061.44</b> | <b>22.2%</b> |
| <b>YTD Comparison</b>               |  |                      |                        | <b>\$ 85,913.27</b>    |                        |                        |              |

**Statement of Revenues and Expenditures**  
**Fund 20 Assessment District**  
**September 2018 25%**

| Description                  | Account | Period    | Amount           | One Year Prior Actual | Year to Date          | Budget                 | Budget Remaining       | % of Budget Used |
|------------------------------|---------|-----------|------------------|-----------------------|-----------------------|------------------------|------------------------|------------------|
| <b>Revenue</b>               |         |           |                  |                       |                       |                        |                        |                  |
| Interest Earnings            | 5310    | \$        | -                | \$ 172.56             | \$ 42.94              | \$ 275.00              | \$ 232.06              | 15.61%           |
| Assessment Revenue           | 5500    | \$        | 3,088.10         | \$ -                  | \$ 3,088.10           | \$ 1,108,778.00        | \$ 1,105,689.90        | 0.28%            |
| Staffing Cost Recovery       | 5563    | \$        | -                | \$ -                  | \$ 216.30             | \$ -                   | \$ 216.30              | 0.00%            |
| <b>Revenue</b>               |         | <b>\$</b> | <b>3,088.10</b>  | <b>\$ 172.56</b>      | <b>\$ 3,347.34</b>    | <b>\$ 1,109,053.00</b> | <b>\$ 1,105,705.66</b> | <b>0.30%</b>     |
| <b>YTD Comparison</b>        |         |           |                  |                       | <b>\$ 3,174.78</b>    |                        |                        |                  |
| <b>Expense</b>               |         |           |                  |                       |                       |                        |                        |                  |
| Full Time Salaries           | 6100    | \$        | 1,456.32         | \$ 16,354.77          | \$ 3,626.52           | \$ 21,232.00           | \$ 17,605.48           | 17.08%           |
| Car Allowance                | 6105    | \$        | -                | \$ 1,110.72           | \$ -                  | \$ -                   | \$ -                   | 0.00%            |
| Cell Phone Allowance         | 6108    | \$        | -                | \$ 180.48             | \$ -                  | \$ -                   | \$ -                   | 0.00%            |
| Retirement                   | 6120    | \$        | 234.16           | \$ 2,813.94           | \$ 602.59             | \$ 3,752.00            | \$ 3,149.41            | 16.06%           |
| Employee Insurance           | 6130    | \$        | 177.55           | \$ 2,310.53           | \$ 668.04             | \$ 3,707.00            | \$ 3,038.96            | 18.02%           |
| Workers Compensation         | 6140    | \$        | 155.25           | \$ 1,636.93           | \$ 359.94             | \$ 2,026.00            | \$ 1,666.06            | 17.77%           |
| <b>Personnel</b>             |         | <b>\$</b> | <b>2,023.28</b>  | <b>\$ 24,407.37</b>   | <b>\$ 5,257.09</b>    | <b>\$ 30,717.00</b>    | <b>\$ 25,459.91</b>    | <b>17.11%</b>    |
| <b>YTD Comparison</b>        |         |           |                  |                       | <b>\$ (19,150.28)</b> |                        |                        |                  |
| <b>Services and Supplies</b> |         |           |                  |                       |                       |                        |                        |                  |
| Incidental Costs Assess      | 6709    | \$        | -                | \$ 15,426.15          | \$ 9,776.34           | \$ 31,660.00           | \$ 21,883.66           | 30.88%           |
| Tree Care Assess             | 6719    | \$        | 13,725.00        | \$ 600.00             | \$ 32,475.00          | \$ 30,000.00           | \$ 2,475.00            | 108.25%          |
| Contracted LS Services       | 6720    | \$        | 23,950.00        | \$ 86,981.95          | \$ 78,927.66          | \$ 473,568.00          | \$ 394,640.34          | 16.67%           |
| Park Amenities Assess        | 6722    | \$        | -                | \$ 6,057.80           | \$ -                  | \$ 20,000.00           | \$ 20,000.00           | 0.00%            |
| ActiveNet Charges            | 6950    | \$        | -                | \$ -                  | \$ -                  | \$ 60.00               | \$ 60.00               | 0.00%            |
| Approp Redev/Collection Fees | 6960    | \$        | -                | \$ -                  | \$ -                  | \$ 7,500.00            | \$ 7,500.00            | 0.00%            |
| COP Debt PV Fields           | 7950    | \$        | -                | \$ -                  | \$ -                  | \$ 511,409.00          | \$ 511,409.00          | 0.00%            |
| <b>Expense</b>               |         | <b>\$</b> | <b>39,698.28</b> | <b>\$ 133,473.27</b>  | <b>\$ 126,436.09</b>  | <b>\$ 1,104,914.00</b> | <b>\$ 978,477.91</b>   | <b>11.44%</b>    |
| <b>YTD Comparison</b>        |         |           |                  |                       | <b>\$ (7,037.18)</b>  |                        |                        |                  |
| <b>Total Expenses</b>        |         | <b>\$</b> | <b>41,721.56</b> | <b>\$ 157,880.64</b>  | <b>\$ 131,693.18</b>  | <b>\$ 1,135,631.00</b> | <b>\$ 1,003,937.82</b> | <b>11.6%</b>     |
| <b>YTD Comparison</b>        |         |           |                  |                       | <b>\$ (26,187.46)</b> |                        |                        |                  |

Statement of Revenues and Expenditures  
Fund 30 Park Dedicaiton Fee (Quimby Fees)  
September 2018 25%

| Description                   | Account | Period Amount | One Year Prior Actual | Year to Date | Budaet        | Budaet Remainina | % of Budaet Used |
|-------------------------------|---------|---------------|-----------------------|--------------|---------------|------------------|------------------|
| <b>Revenue</b>                |         |               |                       |              |               |                  |                  |
| Interest Earninos             | 5310    | \$ -          | \$ -                  | \$ 130.60    | \$ 8,600.00   | \$ 8,469.40      | 1.52%            |
| MBS Interest Earninos         | 5320    | \$ -          | \$ -                  | \$ 4,295.60  | \$ -          | \$ 4,295.60      | 0.00%            |
| Park Dedicaiton Fees          | 5400    | \$ -          | \$ -                  | \$ -         | \$ -          | \$ -             | 0.00%            |
| <b>Revenue</b>                |         | \$ -          | \$ -                  | \$ 4,426.20  | \$ 8,600.00   | \$ 4,173.80      | 51.47%           |
| <b>YTD Comparison</b>         |         |               |                       |              |               |                  |                  |
|                               |         |               |                       | \$ 4,426.20  |               |                  |                  |
| <b>Service and Supplies</b>   |         |               |                       |              |               |                  |                  |
|                               |         | \$ -          | \$ -                  | \$ -         | \$ -          | \$ -             | 0.00%            |
| <b>Capital</b>                |         |               |                       |              |               |                  |                  |
| Valle Lindo Restroom/Pavilion | 8444    | \$ -          | \$ -                  | \$ -         | \$ 425,000.00 | \$ 425,000.00    | 0.00%            |
| Nancv Bush Park Playround     | 8445    | \$ -          | \$ -                  | \$ -         | \$ 250,000.00 | \$ 250,000.00    | 0.00%            |
| Nancv Bush Park Picnic Area   | 8446    | \$ 9,450.00   | \$ -                  | \$ 9,450.00  | \$ 45,600.00  | \$ 36,150.00     | 20.72%           |
| Nancv Bush Park Pavilion      | 8447    | \$ -          | \$ -                  | \$ -         | \$ 65,000.00  | \$ 65,000.00     | 0.00%            |
| Freedom Baseball Fields       | 8459    | \$ -          | \$ -                  | \$ -         | \$ -          | \$ -             | 0.00%            |
| Mel Vincent Park Restrooms    | 8460    | \$ -          | \$ -                  | \$ -         | \$ 110,000.00 | \$ 110,000.00    | 0.00%            |
| <b>Capital</b>                |         | \$ 9,450.00   | \$ -                  | \$ 9,450.00  | \$ 895,600.00 | \$ 886,150.00    | 1.06%            |

**PARK DEDICATION FEES (QUIMBY)**

| Date Received | Amount          | Developer               | Amount Used   | Amount Earmarked | Balance         | Sunset Date | Sunset Date |
|---------------|-----------------|-------------------------|---------------|------------------|-----------------|-------------|-------------|
| 7/31/2014     | \$ 615,709.00   | AMLI                    | \$ 199,337.74 | \$ -             | \$ 416,371.26   | 7/31/2019   | 7/31/2019   |
| 1/31/2015     | \$ 2,250,489.00 | Comstock                | \$ -          | \$ -             | \$ 2,250,489.00 | 1/31/2020   | 1/31/2020   |
| 8/8/2016      | \$ 2,649,209.00 | Elacora Mission Oaks    | \$ -          | \$ -             | \$ 2,649,209.00 | 8/8/2021    | 8/8/2021    |
| 8/10/2016     | \$ 474,353.00   | KB Homes                | \$ -          | \$ -             | \$ 474,353.00   | 8/10/2021   | 8/10/2021   |
| 6/7/2018      | \$ 21,612.25    | Crestview               | \$ -          | \$ -             | \$ 21,612.25    | 6/7/2023    | 6/7/2023    |
| 6/29/2018     | \$ 96,391.39    | Aldersgate Construction | \$ -          | \$ -             | \$ 96,391.39    | 6/29/2023   | 6/29/2023   |
| <b>Total</b>  | \$ 6,107,763.64 |                         | \$ 199,337.74 | \$ -             | \$ 5,908,425.90 |             |             |

**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: November 7, 2018**

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 602 FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF THE FAIRFIELD CAMARILLO LLC SUBDIVISION LOCATED AT 300 LEWIS ROAD WILL BE SERVED BY THE PROPOSED PHASE II ADDITIONS TO FREEDOM PARK**

**SUMMARY**

The Pleasant Valley Recreation and Park District has chosen to move forward with an RFP for the Phase II portion of the Freedom Park Plan. This involves funding the project through Quimby fee revenue. In order to use Quimby fees, the Board must find that it is reasonably foreseeable that the residents of the subdivision which paid the fees will use the proposed facilities. Staff has determined through research into population data and available facilities in other locations that it is likely that residents of the Fairfield Camarillo LLC subdivision located at 300 Lewis Road will be served by the proposed facilities. Staff is recommending that the Board make a motion to pass Resolution No. 602, which supports the staff finding that it is reasonably foreseeable that residents of the Fairfield Camarillo LLC subdivision will use the proposed facilities.

**BACKGROUND**

On January 31, 2015, the District received \$2,250,489.00 in Park In-Lieu (Quimby) Fees for the construction of 450 units by Fairfield Camarillo LLC at 300 Lewis Road. These Quimby fees were paid to the Park District to facilitate the construction of park improvements or parkland acquisition which would serve the subdivision. The Park In-Lieu Fee ordinance that has been approved by the City of Camarillo specifies in accordance with California Government Code §66477 that the neighborhood which Quimby fees may be expended within is defined as the City of Camarillo's Sphere of Influence (SOI).

On September 6, 2018, the District Board of Directors approved the publication of a Request for Proposals for the construction of Freedom Baseball Fields Phase II Project. This construction project would include the development of two new under 12 (U12) baseball fields, the installation of new lighting, and miscellaneous infrastructure and equipment improvements to prepare the site for regular use by local groups for multiple sport activities including baseball, soccer, football, and other public uses. Additionally, on July 5, 2018, the Board of Directors approved the budget for



Fund 30, which is comprised exclusively of Quimby fee revenues and identified the Freedom Baseball Fields Phase II Project as an item to be funded from Fund 30.

### ANALYSIS

Through the powers granted to the City of Camarillo by California Government Code §66477, the City has established a Park Land Dedication Ordinance (Chapter 18.20, Sections .010 through .120) which specifies that a developer must plan for at least 217.8 square feet of park space for each person anticipated to be living in a development. This requirement applies to all residential subdivisions containing more than five parcels. In-lieu of park space, the City may levy a fee to be paid to the Park District for the District to develop park facilities which will serve the subdivision.

The use of Quimby fee revenue is restricted to park land purchase, new facility construction, existing facility expansion and improvement, and enhancing existing park land. Fee expenditures are further restricted to within the subdivision which paid the fees. If the District is unable to expend the fees within the subdivision, the City has established that the specified radius which the District must spend the fees includes all areas within the City's Sphere of Influence. This effectively allows the District the liberty to expend the fees at any park within the City's Sphere of Influence if the District can provide evidence that it is reasonably foreseeable that inhabitants from the fee-paying subdivision will use the new facilities in question.

To begin, staff focused on those who would most likely be using the specific baseball fields being constructed. Assuming the subdivision will house 2.69 individuals per unit, the subdivision will house approximately 1,211 residents. Using data gathered from the Census Bureau, District staff has determined that approximately 10% of the population in the City of Camarillo is under the age of 14. Approximately half of that population is male, which leads staff to the conclusion that if the assumption is made that Camarillo demographics hold true within this subdivision, then it is likely that there are families with male children under the age of 12 who will use these field for baseball use. Additionally, as the Pleasant Valley School District is anticipated to begin to restrict access to the U12 fields at Bob Kildee Park, it will force more baseball activities to take place at the constructed facilities at Freedom Park. This will in turn make it more likely that this subdivision will be served by the new baseball fields.

However, staff determined that limiting this research to only those who would be using the baseball fields for baseball purposes would be far too restrictive, as the fields will likely be used for non-baseball district rentals including but not limited to dog agility groups, soccer practices, and football practices. Youth soccer in Camarillo is an extremely popular activity as about 5% of the total population of the City plays youth soccer. Furthermore, the new facility will include lights which will extend the number of hours available to non-baseball groups who wish to practice outside of daylight hours. This will increase facility usage by an amount unknown at this time. Staff believes that it is very much within reason to expect that the new facilities will not only serve the development in question, but the entire city.

Staff also determined through research into reservation data that the Freedom Park grass space facilities have been reserved 9,379 times since January 1, 2013. While this reservation total sounds impressive, it is only a fraction of the usage the park sees when including non-reserved passive use. In both cases, it is difficult to tell how many residents of the subdivision in question are using

the park, however due to the convenient location, its dog friendliness, and facility availability, it is highly likely that this park serves these residents.

Staff completed additional research into the legal aspects of expending Quimby fees and found that while there were many cases involving the levying of fees, there were few cases which disputed the actual expenditure of fees. One situation (the case was settled out of court) involved the expenditure of Quimby fees at the county level and did not involve fees being spent within the same city limits they were raised within, a situation that does not apply in this case. Staff determined that the “reasonably foreseeable” standard is in practice being applied on a case by case basis and believes that the evidence provided offers solid ground for a finding by the District Board.

**FISCAL IMPACT**

There is no fiscal impact from this action.

**RECOMMENDATION**

It is recommended that the Board adopt Resolution No. 602, finding that it is reasonably foreseeable the residents of Fairfield Camarillo LLC’s subdivision at 300 Lewis Road will be served by the proposed Phase II additions to Freedom Park.

**ATTACHMENT**

- 1) Resolution No. 602 (1 page)

**RESOLUTION NO. 602**

**A RESOLUTION OF PLEASANT VALLEY RECREATION AND PARK DISTRICT  
FINDING THAT IT IS REASONABLY FORESEEABLE THAT INHABITANTS OF  
THE FAIRFIELD CAMARILLO LLC SUBDIVISION AT 300 LEWIS ROAD WILL BE  
SERVED BY THE PHASE II EXPANSION OF FREEDOM PARK**

WHEREAS, Pleasant Valley Recreation and Park District [District] is the Government entity responsible for providing park facilities within its boundaries which encompass the City of Camarillo, and

WHEREAS, the City of Camarillo has established a Park Land in-lieu [Quimby] fee based upon the provisions contained in the California Government Code §66477, and

WHEREAS, Fairfield Camarillo LLC has paid a Park Land in-lieu fee in the amount of \$2,250,489.70 for the subdivision located at 300 Lewis Road, and

WHEREAS, the District held a Public Hearing on November 7, 2018 approving the proposed usage of Quimby fees for this project, and

WHEREAS, Staff has presented evidence which establishes a reasonable expectation that subdivision residents will be served by the proposed facilities,

WHEREAS, there is an impending need to expand the District's capacity for Baseball programming located at Freedom Park.

NOW THEREFORE BE IT RESOLVED by the *Pleasant Valley Recreation and Park District* as follows:

The District finds that it is reasonably foreseeable that inhabitants of Fairfield Camarillo LLC's subdivision at 300 Lewis Road will be served by these facilities and therefore directs Staff to expend Fairfield Camarillo LLC's 300 Lewis Road subdivision Quimby fees for developing Phase II of Freedom Park.

This resolution was adopted on November 7, 2018.

Ayes:  
Noes:  
Absent:

---

Mark Malloy, Chairman, PVRPD Board of Directors

ATTESTED:

---

Elaine Magner, Secretary, PVRPD Board of Directors

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

**TO: BOARD OF DIRECTORS**

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

**DATE: November 7, 2018**

**SUBJECT: CONSIDERATION AND APPROVAL OF BID AWARD  
FOR FREEDOM PARK BASEBALL FIELDS PROJECT  
TO UNION ENGINEERING COMPANY, INC WITH A  
CONCURRENT FUND 30 BUDGET ADJUSTMENT**

**RECOMMENDATION**

It is recommended the Board of Directors take the following action items:

1. Approve and authorize the General Manager to award and execute a contract with Union Engineering Company, Inc. for the Freedom Park Baseball Fields Project in the amount of \$975,500 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$97,550 for a total authorized expenditure of \$1,073,050 and
2. Approve a budget adjustment in the amount of \$1,073,050 in Fund 30.

**BACKGROUND**

In early 2009 the Board of Directors created the Freedom Park Master Plan Ad Hoc Committee to work with staff on the development of the park master plan. The purpose of the master plan was to develop a baseball complex suitable for the existing Pony Baseball program. At the February 3, 2010 Board meeting, the Board approved and adopted the Freedom Park Master Plan. That action completed the conceptual design process. Jordan, Gilbert & Bain Landscape Architects Inc. has been an integral part of the design and implementation process of the Freedom Park Baseball Complex. At the June 2, 2010 Board meeting, the Board approved a professional service agreement with Jordan, Gilbert & Bain Landscape Architects Inc. for the original development of the construction plan bid documents.

As part of the 2017-2018 budget process the Board approved \$10,000 to review and update the next phase of the Freedom Park Master Plan. Camarillo Pony Baseball Association (CPBA) is continuing their partnership with the District by adding \$8,000 to the design phase of this project. At the January 3, 2018 Board meeting, the Board approved a professional services agreement with Jordan, Gilbert & Bain Landscape Architects to revise drawings for construction plan documents to include two additional baseball fields located at the west end of the Freedom Park Complex.

At the September 6, 2018 Board meeting, the Board approved the plans and specifications for the next phase of the Freedom Park Master Plan and initiated the public bidding process.

## **ANALYSIS**

Specifically, the project will encompass the west portion of Freedom Park. In addition to the large field (Veteran's Field) already there, two smaller fields (Mustang and Pinto) will be built on the far west side of the park. The drawings will also include all the ball field fencing, backstops, walkways, and ball field amenities. The irrigation will be updated to coincide with the installation of the current main line servicing the park.

Currently, the Camarillo Pony Baseball Association (CPBA) uses two sites for their practices and games - Freedom Park which is owned by Pleasant Valley Recreation and Park District and Los Altos School which is owned by Pleasant Valley School District (PVSD). The Los Altos site had eight baseball fields, however two of the fields have been either removed or are currently being used by PVSD because of school facility changes. Currently, the District is not sure of the long-term status of these fields due to the school district's changing needs and requirements. The PVRPD Freedom Park Master Plan will help alleviate some of the concerns as the District builds two more fields. The new fields to be built are 1) a Pinto (U8) field and 2) a dual field for Mustang and Pinto (U10 & U8).

Staff held a mandatory job walk on October 3, 2018. Of the eight general contractors who attended the job walk, one withdrew from the bidding process. All bids were due at 2:00 pm on October 22, 2018 in sealed envelopes and seven companies responded to the RFP. The bids ranged from \$740,450 to \$1,217,978. After reviewing all the bids, staff determined that five of the seven bidders did not include Musco Lighting as a sub-contractor. It clearly states in the "Field Lighting" Section 26-56-00 that the contractors are required to hire Musco Lighting as a Sub-Contractor. In order to qualify as a viable bidder, Musco Lighting must be listed as a sub-contractor, or at a minimum, a major supplier of materials for this project. Therefore, the District could only consider two contractors as viable bidders for this project. The two contractors considered were Union Engineering and Draper Construction, with Union Engineering having the lowest qualifying bid at \$975,500 which was also within the engineers' estimate.

The engineers' estimate for this project is nine hundred ninety-nine thousand eight hundred and thirty-three dollars (\$999,833.00).

## **FISCAL IMPACT**

The Freedom Park Baseball Fields will have a \$1,073,050 fiscal impact to the Capital/Quimby budget. This number is made up of \$975,500 for the project with a 10% change order project contingency of \$97,550 totaling \$1,073,050. The project was adopted as part of the budget however, there were no funds budgeted as part of the fiscal year 2018-219 budget.

The Capital projects that will be funded by Quimby fees (Fund 30) are currently budgeted at \$895,600. If this project is approved a budget adjustment would be necessary for Fund 30 to increase the Capital projects to \$1,968,650. The District has Quimby Funds in the amount of \$5,908,425 that will cover the cost of the building.

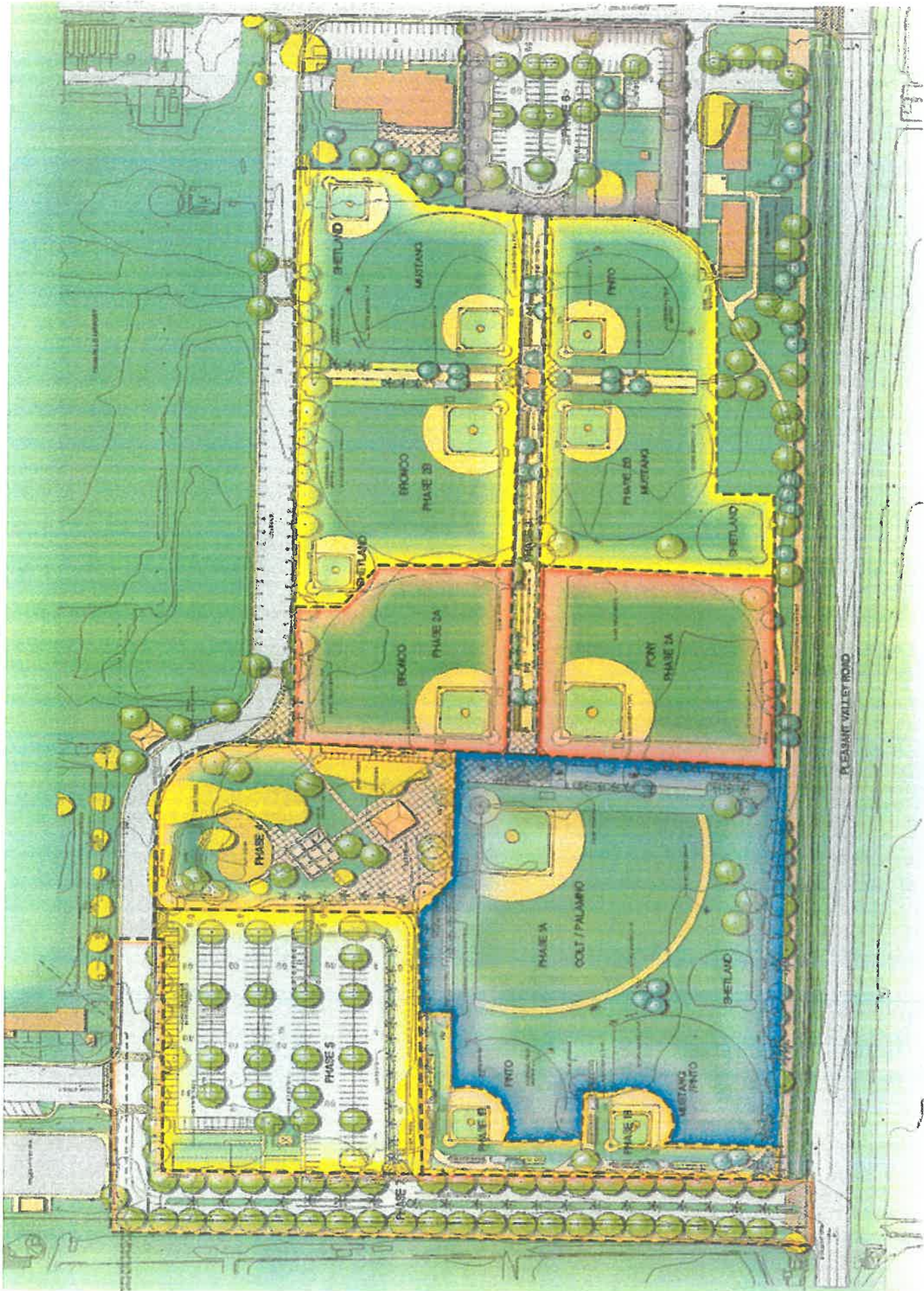
## **RECOMMENDATION**

It is recommended the Board of Directors take the following action items:

1. Approve and authorize the General Manager to award and execute a contract with Union Engineering Company, Inc. for the Freedom Park Baseball Fields Project in the amount of \$975,500 and execute contract change orders for project contingencies in an additional amount not-to-exceed \$97,550, for a total authorized expenditure of \$1,073,050 and
2. Approve a budget adjustment in the amount of \$1,073,050 in Fund 30.

**ATTACHMENT**

- 1) Location Map (1 page)
- 2) Job Qualifications (1 page)
- 3) Bid Abstract (1 page)
- 4) Contract (50 pages)



2 FREEDOM PARK - SOUTH SECTION

JORDAN, GILBEY  
 LANDSCAPE ARCHITECTS  
 2005 CALIFORNIA ST. SUITE 200  
 OAKLAND, CA 94612

| Requirements                          | Proposal #1    | Proposal #2         | Proposal #3       | Proposal #4            | Proposal #5        | Proposal #6   | Proposal #7    |
|---------------------------------------|----------------|---------------------|-------------------|------------------------|--------------------|---------------|----------------|
| Categories                            | Ardalan Constr | United Constr       | Union Engineering | Environmental          | Hughes Engineering | Draper Constr | C.S. Legacy    |
| Current California Contractor License | Yes            | Yes                 | Yes               | Yes                    | Yes                | Yes           | Yes            |
| Classifications                       | Class A, B     | Class A,B,C-12,C-27 | Class A, C-27     | A,B,C-10,C-27,HAZ, ASB | Class A            | Class A,B,C-8 | Class A,B,C-27 |
| Workers Compensation                  | Yes            | Yes                 | Yes               | Yes                    | Yes                | Yes           | Yes            |
| Contractor's Bond                     | Yes            | Yes                 | Yes               | Yes                    | Yes                | Yes           | Yes            |
| Insurance                             | Yes            | Yes                 | Yes               | Yes                    | Yes                | Yes           | Yes            |
| References                            | Excellent      | Excellent           | Excellent         | Excellent              | Excellent          | Excellent     | Excellent      |
| Location                              | Thousand Oaks  | Northridge          | Ventura           | Woodland Hills         | Camarillo          | Moorpark      | Ontario        |
| Cost                                  | \$740,450      | \$917,340           | \$975,500         | \$992,707              | \$1,020,000        | \$1,122,257   | \$1,217,978    |
|                                       | Withdrawn Bid  |                     |                   |                        |                    |               |                |
|                                       |                |                     |                   |                        |                    |               |                |
|                                       |                |                     |                   |                        |                    |               |                |





**PLEASANT VALLEY RECREATION AND PARK DISTRICT**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**FREEDOM BASEBALL FIELDS PHASE II PROJECT**

**FISCAL YEAR 2018-2019**

**SPEC NO. FB-P2-2**

**BID OPENING: September 10, 2018, AT 8:00 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

**FREEDOM BASEBALL FIELDS PHASE II PROJECT**

**SPEC NO. FB-P2-2**

**FISCAL YEAR 2018-2019**

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

---

Bob Cerasuolo,  
Park Services Manager

**PLEASANT VALLEY RECREATION & PARK DISTRICT**  
**FREEDOM BASEBALL FIELDS PHASE II PROJECT**

**SPEC NO. FB-P2-2**

**FISCAL YEAR 2018-2019**

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

**FOR THE**

**FREEDOM BASEBALL FIELDS PHASE II PROJECT  
SPEC NO. FB-P2-2**

**PUBLIC NOTICE IS HEREBY GIVEN THAT:**

Scaled 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 October 22, 2018 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:

**FREEDOM BASEBALL FIELDS PHASE II PROJECT  
SPEC NO. FB-P2-2**

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

The words "FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC. NO. FB-P2-2" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

**MANDATORY INFORMATIONAL PRE-BID MEETING.** There will be a Mandatory Informational Pre-Bid meeting **Wednesday, October 3, 2018, at 10:00 A.M., at the project site, 275 E. Pleasant Valley Road, Camarillo, CA 93012.**

**DESCRIPTION OF WORK:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said FREEDOM BASEBALL FIELDS PHASE II PROJECT. The work will take place at 275 E. Pleasant Valley Road, Camarillo, California, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. **FREEDOM BASEBALL FIELDS PHASE II PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

**TIME LINE FOR THE PROJECT:**

|                            |                    |           |
|----------------------------|--------------------|-----------|
| Notice to Bid              | September 11, 2018 |           |
| Job Walk                   | October 3, 2018    | 10:00 A.M |
| All Questions in by        | October 17, 2018   |           |
| Bids Due                   | October 22, 2018   | 2:00 P.M  |
| Bid Award                  | November 13, 2018  |           |
| Start Date                 | December 1, 2018   |           |
| Finish Date                | March 1, 2019      |           |
| Rain Days will be reviewed |                    |           |
| 90 day Maintenance Period  |                    |           |

**THE PROJECT MANAGER'S ESTIMATE FOR THIS FREEDOM BASEBALL FIELDS  
PHASE II PROJECT IS: \$999,833.**

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **Ninety (90) consecutive working days, exclusive of a 90-day maintenance period**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250/day will apply to this FREEDOM BASEBALL FIELDS PHASE II PROJECT. 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) 482-1996, upon payment of a \$30.00 non-refundable fee if picked up, or payment of a \$50.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

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

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

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

subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

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

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

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" and "C-27" 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 **FREEDOM BASEBALL FIELDS PHASE II PROJECT**. To register to bid on this project, email the **Parks Services Manager** at [bobc@pvrpd.org](mailto: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 FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2.**

**BID QUESTIONS:** All bid questions shall be submitted by email to both the **Parks Services Manager** at [bobc@pvrpd.org](mailto:bobc@pvrpd.org) and **Architect Jay Bain** at [john@jordan-gilbert.com](mailto:john@jordan-gilbert.com) no later than **October 17<sup>th</sup> 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT. To register to bid on this project, email Bob Cerasuolo, Park Services Manager, at [bobc@pvrpd.org](mailto:bobc@pvrpd.org) 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2.**

**BID FORM:** All bids shall be submitted on the Bid Forms provided herein for the **FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

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

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

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

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

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

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

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

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

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

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the FREEDOM BASEBALL FIELDS PHASE II 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 FREEDOM BASEBALL FIELDS PHASE II 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 FREEDOM BASEBALL FIELDS PHASE II 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT who is brought onto or involved in the FREEDOM BASEBALL FIELDS PHASE II 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 FREEDOM BASEBALL FIELDS PHASE II 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Project Manager prior to commencement of work.

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

**BID FORM**

**FIRM NAME:** Union Engineering Company, Inc.

**POINT OF CONTACT:** Carly Ford

**ADDRESS:** PO Box 1000

Ventura, CA 93002-1000

**TELEPHONE NUMBER:** (805) 644-3373

**FAX NUMBER:** (805) 644-3380

**FOR THE**

**FREEDOM BASEBALL FIELDS PHASE II PROJECT**

**SPEC NO. FB-P2-2**

**FISCAL YEAR 2018-2019**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**BID FOR THE**  
**FREEDOM BASEBALL FIELDS PHASE II PROJECT**  
**SPEC NO. FB-P2-2**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "**FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2**" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "**FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2**", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
FREEDOM BASEBALL FIELDS PHASE II PROJECT  
SPEC NO. FB-P2-2**

**BID SCHEDULE**

| ITEM NO. | DESCRIPTION  | LUMP SUM | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|--|----------|------|-----------|-------------------|------|
| 1.       | Compliance with NPDES                                | "        | 1    | 4600-     | 4600-             | S    |
| 2.       | Mobilization   | "        | 1    | 95000-    | 95000-            |      |
| 3.       | Bid Alternate  | "        | 1    | 35200-    | 35200-            |      |
| 4.       | Concrete Paving                                      | "        | 1    | 98900-    | 98900-            |      |
| 5.       | Common Work Results for Electrical                   | "        | 1    | 5400-     | 5400-             |      |
| 6.       | Low Voltage Electrical Power Conductors and Cables   | "        | 1    | 38800-    | 38800-            |      |
| 7.       | Grounding and Bonding                                | "        | 1    | 2200-     | 2200-             |      |
| 8.       | Raceways and Boxes                                   | "        | 1    | 7500-     | 7500-             |      |
| 9.       | Underground Ducts and Raceways for Electrical System | "        | 1    | 40600-    | 40600-            |      |
| 10.      | Low Voltage Transformers                             | "        | 1    | 800-      | 800-              |      |
| 11.      | Panelboards  | "        | 1    | 2200-     | 2200-             |      |
| 12.      | Wiring Devices                                       | "        | 1    | 500-      | 500-              |      |
| 13.      | Field Lights   | "        | 1    | 130500-   | 130500-           |      |
| 14.      | Baseball Field Construction and Miscellaneous        | "        | 1    | 129500-   | 129500-           |      |
| 15.      | Chain Link Fences                                    | "        | 1    | 117100-   | 117100-           |      |

Union Engineering Company, Inc.

| ITEM NO.                           | DESCRIPTION                        | LUMP SUM | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|------------------------------------|------------------------------------|----------|------|-----------|-------------------|------|
| 16.                                | Permanent Hooded Backstop          | "        | 1    | 134 100-  | 134 100-          | S    |
| 17.                                | Irrigation System                  | "        | 1    | 69 600-   | 69 600-           |      |
| 18.                                | Landscape Planting and Maintenance | "        | 1    | 63 000-   | 63 000-           |      |
| TOTAL BID AMOUNT IN FIGURES        |                                    |          |      |           | \$ 975 500-       |      |
| TOTAL BID AMOUNT IN WORDS          |                                    |          |      |           |                   |      |
| NINE HUNDRED SEVENTY FIVE THOUSAND |                                    |          |      |           |                   |      |
| FIVE HUNDRED DOLLARS + NO CENTS    |                                    |          |      |           |                   |      |

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

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

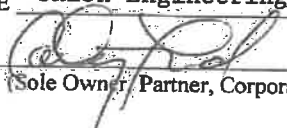
The following addenda are acknowledged and attached:

| NO. | DATED    | NO. | DATED |
|-----|----------|-----|-------|
| 1   | 10/11/18 |     |       |
| 2   | 10/16/18 |     |       |
| 3   | 10/17/18 |     |       |

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 October 22, 2018 AT Ventura, CA

COMPANY NAME Union Engineering Company, Inc.

SIGNATURE  Carly Ford TITLE Secretary/Treasurer  
 (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

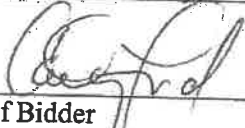
(To Be Executed By Bidder and Submitted With Bid)

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.

Union Engineering Company, Inc.  
Bidder Name

Carly Ford, Secretary/Treasurer  
  
Signature of Bidder

Dated October 22, 2018

**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we Union Engineering Company, Inc.  
as Principal, hereinafter referred to as "Contractor" and Western Surety Company  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of  
Ten Percent of Bid Dollars (\$ 10% of Bid ), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the Demo, Grading,  
Electrical, Fencing & Landscaping of Freedom Baseball Fields, Phase 2 Project

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 18th day of October, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Union Engineering Company, Inc.

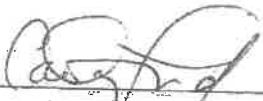
(Contractor)

P.O. Box 1000

(Address)

Ventura, CA 93002-0100




  
\_\_\_\_\_  
(By) Carly Ford  
Secretary/Treasurer  
\_\_\_\_\_  
(Title)

ATTEST:

Western Surety Company  
\_\_\_\_\_  
(Surety)  
915 Wilshire Blvd. #1650  
\_\_\_\_\_  
(Address)  
Los Angeles, CA 90017  
\_\_\_\_\_



  
\_\_\_\_\_  
(By)  
Mike Melshenker, Attorney In Fact  
\_\_\_\_\_  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$0 \_\_\_\_\_ per thousand.

The total amount of premium charged is \$0 \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

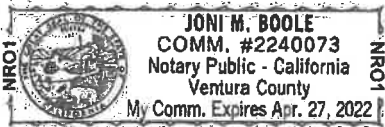
State of: California  
County of Ventura

On 10/18/2018 before me, Joni M. Boole, Notary Public,  
personally appeared Mike Melshenker

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

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

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Sherrie H Offdenkamp, Shirley Rhoads, Mike Melshenker, Jarel Guerrero, Individually**

of Ventura, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2017.



WESTERN SURETY COMPANY

*Paul T. Brufat*

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 6th day of January, 2017, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of October, 2018.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

- (1) Address: PO. Box 1000 Ventura, CA 93002-1000
- (2) Telephone: (805) 644-3373
- (3) Type of Firm: Corporation  
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification A, C-27 Expiration date 02/28/19
- (5) Corporate organized under the laws of the State of: California
- (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.  
CEO - Becky Elkins  
President - Ernest L Ford  
Secretary/Treasurer and Vice President - Carly Ford
- (8) Number of years of experience as a Contractor in construction work. 56
- (9) List at least three (3) completed PROJECTs completed in the last 7 years:

| Contract Amount | Class of Work               | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|-----------------------------|----------------|--|
| \$ _____        | *** Please See Attached *** |                |  |
| \$ _____        | _____                       | _____          | _____  |
| \$ _____        | _____                       | _____          | _____  |

**UNION ENGINEERING COMPANY, INC.**  
**P.O. BOX 1000 VENTURA, CA 93002**  
**PHONE - (805) 644-3373**  
**FAX - (805) 644-3380**

**PROJECT REFERENCES**

|                      |   |                  |
|----------------------|---|------------------|
| Sep-17<br>To Present | Mira Loma Substation, Ontario, CA<br>Construction of Perimeter Wall & Gate Foundations<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-1281, Maria Valenzuela, Procurement Agent | \$ 10,361,790.00 |
| Jul-18               | SCE-West of Carpinteria Reconductor Project<br>Foundations-7 Direct Burry & 6 TSP's<br>Henkels & McCoy, Inc.<br>4840 Ficus Street, Pomona, CA 91766<br>(213) 206-8284 Paul Viggiano, PM                                   | \$ 723,500.00    |
| Jul-18               | SDG&E-Install 2 Foundations, Chula Vista<br>Henkels & McCoy, Inc.<br>4840 Ficus Street, Pomona, CA 91766<br>(858) 253-2642 Ryan Knight, PM  | \$ 144,000.00    |
| Apr-18               | Emergency Remove & Replace Damaged Drainage, Highway 34<br>California Department of Transportation<br>1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320<br>(805) 480-4928, Hector Arroyo, Resident Engineer                | \$ 535,000.00    |
| Dec-17               | Lot 2 Stairway Replacement Project<br>City of Santa Barbara, Public Works<br>630 Garden Street, Santa Barbara, CA 93102<br>(805) 897-2664, Eric Goodall, Project Engineer   | \$ 592,406.00    |
| Nov-17               | Emergency Shoulder & Slope Repair, Highway 150<br>California Department of Transportation<br>1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320<br>(805) 480-4928, Ext. 404 Alfred Ira, Resident Engineer                   | \$ 655,000.00    |
| Apr-17<br>To Present | Emergency Removal of Landslide-Topanga Canyon Road<br>California Department of Transportation<br>12975 W. Culver Blvd., Los Angeles, CA 90066   | \$ 2,000,000.00  |

|                      |  |                 |
|----------------------|--|-----------------|
| Feb-16<br>To Present | California Street Bridge Pedestrian Enhancement Project<br>City of Ventura<br>P.O. Box 99, Ventura, CA 93002<br>(805) 658-4704; Loree Pryce, Project Engineer  | \$ 1,292,139.00 |
| Dec-16               | Install 10 Concrete Pile Foundations<br>Newbury Park, CA<br>Southern California Edison Company<br>1325 S. Grand Avenue<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent  | \$796,684.00    |
| Sep-16               | Install Soldier Pile Wall & Hilfiker Walls, Ventura County, CA<br>Santa Clara-Ojai-Santa Barbara 66kV Transmission Line<br>Southern California Edison Company<br>1325 S. Grand Avenue<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent                                   | \$ 256,500.00   |
| Sep-16               | Whirlwind Substation - Civil - Rosemond, CA<br>Site Prep, 4AA Bank & Tertiary Foundations, 220kV Rack Foundations,<br>500kV Position 8 Foundations, Cable Trench<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3378; Shonda Richburg, Procurement Agent | \$ 2,468,150.00 |
| Jul-16               | Relocate 2 Pole Foundations, Fallbrook, CA<br>San Diego Gas & Electric<br>8306 Century Park Court<br>San Diego, CA 92123<br>(858) 654-3540 Andre Arellano, Constuction Manager   | \$ 99,126.00    |
| Jul-16               | Vestal Substation, Delano, CA<br>Earthwork-Civil<br>Southern California Edison Company<br>6 Point Drive, 2nd Floor<br>Brea, CA 92821<br>(714) 987-5279; William Dickerson, Procurement Agent   | \$ 169,910.00   |
| Jun-16               | Install 1 Concrete Pile Footing, Lancaster, CA<br>Del Sur-Portal Ridge 66kV Transmission Line<br>Southern California Edison Company<br>1325 S. Grand Avenue<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 46,096.00    |
| May-16               | Brea Substation - Civil<br>Site Prep, Foundations, Conduits, Cable Trench<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3383; Sandra Machado, Procurement Agent   | \$ 103,700.00   |

|                        |  |                 |
|------------------------|--|-----------------|
| Feb-16                 | Construction of Westside Parkway Retaining Wall<br>City of Bakersfield, Public Works<br>1600 Truxton Avenue<br>Bakersfield, CA 93301<br>(661) 326-3262; Roy Campos, Construction Inspector   | \$ 447,208.00   |
| Feb-16                 | 27 Drilled Pier Foundations<br>Sycamore Canyon Landfill, Santee, CA<br>San Diego Gas & Electric<br>8306 Century Park Court<br>San Diego, CA 92123<br>(858) 869-5578, Chris Jensen, Project Manager   | \$ 2,199,885.00 |
| Oct-15<br>To<br>Nov-16 | Emergency Contract to Place Rock on Failed Slopes & Shoulders<br>Highway 1 in Ventura County<br>California Department of Transportation<br>1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320<br>(805) 480-4928, Ext. 227 Alan Davis, Resident Engineer    | \$ 2,800,000.00 |
| Feb-16                 | Install 25 Concrete Pile Footings<br>La Fresa-Redondo-Rolling Hills-Topaz 66kV T/L, Torrance, CA<br>Southern California Edison Company<br>1444 E. McFadden Avenue, Building D<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent | \$ 828,500.00   |
| Feb-16                 | Install 3 Concrete Pile Footings<br>Hinson-State Street-Long Beach 66kV T/L, Long Beach, CA<br>Southern California Edison Company<br>1444 E. McFadden Avenue, Building D<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent      | \$ 535,873.00   |
| Oct-15                 | Conduit, Cable Trench, Vaults<br>at Vail Substation, Commerce, CA<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3378; Maxwell Lineberger, Procurement Agent   | \$ 228,843.00   |
| Jul-15                 | Casitas Lake-Front Entrance Improvements<br>Casitas Municipal Water District<br>1055 Ventura Ave, Oak View, CA 93022<br>(805) 649-2251; Todd Evans, Asst. Engineer   | \$ 624,684.00   |
| May-15                 | Install 1 Tubular Steel Foundation, Agoura Hills<br>Southern California Edison Company<br>1444 E. McFadden Avenue, Building D<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 69,563.00    |

|                     |  |                  |
|---------------------|--|------------------|
| May-15              | Install 15 Corrugated Metal Caissons<br>Southern California Edison Company<br>1444 E. McFadden Avenue, Building D<br>Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 81,000.00     |
| Mar-15              | Del Amo Substation<br>Foundations & Conduit<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3378; Maxwell Lineberger, Procurement Agent   | \$ 89,419.00     |
| Feb-15              | 1 TSP Santa Clarita<br>Southern California Edison Company<br>1241 S. Grand Avenue, Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 39,238.00     |
| Dec-14<br>To Dec-16 | Emergency Contract to Clear Mud & Debris From<br>Highway 1 in Ventura County<br>California Department of Transportation<br>1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320<br>(805) 480-4928, Ext. 227 Alan Davis, Resident Engineer                                | \$ 4,447,220.00  |
| Oct-14              | Install 4 Caissons in Colton<br>Southern California Edison Company<br>1241 S. Grand Avenue, Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent  | \$ 245,504.00    |
| Nov-14              | Foundations-Nugget Substation<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3378; Maxwell Lineberger, Procurement Agent   | \$ 147,601.00    |
| Nov-14              | Install 2 Tubular Steel Pole Footings in Goleta, CA<br>Southern California Edison Company<br>1241 S. Grand Avenue, Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 102,116.00    |
| Sep-13<br>To Apr-14 | Emergency Contract to Repair Fire Damage & Protect Highway<br>From Rock Fall on Highway 1 in Ventura County<br>California Department of Transportation<br>1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320<br>(805) 480-4928, Ext. 404 Alfred Ira, Resident Engineer | \$ 4,375,000.00  |
| Aug-13<br>To Nov-14 | Tehachapi Renewable Transmission Project, Seg 7&8<br>Tower Foundations & Access Roads, Duarte & Brea, California<br>Southern California Edison Company<br>6 Point Drive, Brea, CA 92821<br>(714) 255-6953; Maxwell Lineberger, Procurement Agent                     | \$ 14,026,334.00 |



|                     |  |                  |
|---------------------|--|------------------|
| Jun-13              | Installation of 4 Concrete Pile Footings<br>Eagle Rock Substation, Eagle Rock, CA<br>Southern California Edison Company<br>6 Point Drive, Brea, CA 92821<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 116,633.00    |
| Aug-13              | Triton Substation - Temecula, CA<br>Landscape & Street Improvements<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3382; Jennifer Pardo, Procurement Agent   | \$ 1,263,600.00  |
| Jul-12<br>to Jun-13 | Southern California Edison Company's Colorado River Substation<br>New Substation Construction: Grading, foundations, conduit,<br>cable trench, rock surfacing, paving<br>Wilson Utility Construction Company<br>P.O. Box 1190, Canby, OR 97013<br>(916) 341-9237; Ted Leineke, Chief Estimator | \$ 12,109,470.00 |
| Nov-12              | Delano Substation - Civil<br>Substation Expansion, grading, foundations, conduit, grounding,<br>cable trench, rock surfacing<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3382; Jennifer Pardo, Procurement Agent                                  | \$ 1,096,600.00  |
| Jun-12              | Devers-Sentinel 220kV T/L- Desert Hot Springs, CA<br>Install 3 TSP Foundations & 1 Set of Lattice Tower Foundations<br>Southern California Edison Company<br>6 Point Drive, Brea, CA 92821<br>(714) 796-9998; Randy Starkey, Procurement Agent   | \$ 304,083.00    |
| May-12              | El Dorado Sub, Jean Laydown Yard, NV & Nipton Laydown Yard, CA<br>Construction of 3 Material Laydown Yards<br>Southern California Edison Company<br>6 Point Drive, Brea, CA 92821<br>(714) 255-4805, Ruth Nevarez, Procurement Agent   | \$ 914,990.00    |
| Oct-11              | 15 Concrete Footings for Tubular Steel Poles, Thousand Oaks, CA<br>Install Concrete Pile Footings, Excavate & Export 500 cy Material<br>Southern California Edison Company<br>1241 S. Grand Avenue, Santa Ana, CA 92705<br>(714) 796-9998; Randy Starkey, Procurement Agent                    | \$ 1,926,736.00  |
| Jan-12              | Site Prep, Block Wall & Fencing at Bunker Substation, Perris, CA<br>Southern California Edison Company<br>3 Innovation Way, Pomona, CA 91768<br>(909) 274-3378, Esyah Huynh, Procurement Agent   | \$ 266,858.00    |

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

Bill Edge  
Date of Inspection: 10/18/18

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

(12) List the name and address of all subcontractors who will perform work in or about the FREEDOM BASEBALL FIELDS PHASE II PROJECT and indicate what part of the work will be done by each such Subcontractor.

NAME: Benner and Carpenter, Inc.  
ADDRESS: 501 East Main Street, Santa Paula, CA 93060  
LICENSE NO. & CLASS: 7998 L.S.  
WORK TO BE PERFORMED: Survey

NAME: Pavement Recycling Systems Inc.  
ADDRESS: 10240 San Gabriel Way, Jurupa Valley, CA 91752  
LICENSE NO. & CLASS: 519352 A+ C12  
WORK TO BE PERFORMED: Pulverizing

NAME: TAFT ELECTRIC  
ADDRESS: 1694 EASTMAN AVE VENTURA CA 93003  
LICENSE NO. & CLASS: 772245 C10  
WORK TO BE PERFORMED: Electrical

NAME: MARIA LANDSCAPE  
ADDRESS: 3707 WEST CANTON COLUMBIANA OREGON, OR 97268  
LICENSE NO. & CLASS: 492862 ABC27 C36 DV9  
WORK TO BE PERFORMED: Landscape / Irrigation

NAME: FENCE CORP  
ADDRESS: 18440 Van Buren Blvd Riverside CA 92508  
LICENSE NO. & CLASS: 886544 B + C13  
WORK TO BE PERFORMED: Fencing / Postcap

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

Date of Inspection: Bill Edge  
10/18/18

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

(12) List the name and address of all **subcontractors who will perform work** in or about the FREEDOM BASEBALL FIELDS PHASE II 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 **FREEDOM BASEBALL FIELDS PHASE II PROJECT**.

NAME: Musco Lighting  
ADDRESS: PO Box 808 OSKALOUSA, IA 52577  
EQUIPMENT TO BE PROVIDED: FIELD LIGHTS

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 (x)

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

C. Did you have any source of subcontractor bids other than bid depositories? Yes (x) 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 (x)



**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No   x  

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

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

**CONTRACTOR LICENSE AFFIDAVIT**

STATE OF CALIFORNIA)  
COUNTY OF Ventura ss.

Carly Ford, being first duly sworn, deposes  
Name

and says that he or she is Secretary/Treasurer of Union Engineering Company, Inc.  
Title Name of Firm

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

212942 A, C-27  
Contractor's State License Number and Classification  
02/28/19  
License Expiration Date

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

Subscribed at: Ventura, Ventura, California  
(City and County, State)  
on October 22, 20 18.

  
Signature Carly Ford 212942 A, C-27  
State License Number and Classification

1399 Arundell Avenue Ventura, CA 93003  
Street Address City State Zip Code

Telephone Number (805) 644-3373





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

The undersigned declares:

I am the Secretary/  
Treasurer of Union Engineering  
Company, Inc., 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 10/22/18 [date], at Ventura [city], California [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 **UNION ENGINEERING COMPANY, INC** 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 "FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

**ARTICLE III:** All work to be done under this contract shall be completed within **Ninety (90) consecutive working days**, exclusive of a 90-day maintenance period, 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 \_\_\_\_\_, 2018

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 2018

**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 UNION ENGINEERING COMPANY, INC, as Contractor ("Principal"), a Contract for the work entitled and described as follows **FREEDOM BASEBALL FIELDS PHASE II PROJECT, SPEC NO. FB-P2-2;**

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 **NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED DOLLAR (\$975,500)**, 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 \_\_\_\_\_, 2018

|                               |  |
|-------------------------------|--|
| <b>PRINCIPAL</b>              | <b>SURETY</b>  |
| Address of Surety:            |  |
|                               | CITY                      STATE                      ZIP |
|                               | TELEPHONE  |
| BY: _____<br>(PRINCIPAL SEAL) | BY: _____<br>(PRINCIPAL SEAL)                            |

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

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

**FREEDOM BASEBALL FIELDS PHASE II PROJECT**

**SPEC NO. FB-P2-2**

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

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$ 975,500); 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 FREEDOM BASEBALL FIELDS PHASE II PROJECT FREEDOM BASEBALL FIELDS PHASE II PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**

**DATE: November 7, 2018**

**SUBJECT: REVIEW AND APPROVE THE RIGHT OF ENTRY AGREEMENT BETWEEN THE CALLEGUAS MUNICIPAL WATER DISTRICT AND PLEASANT VALLEY RECREATION AND PARK DISTRICT FOR SPRINGVILLE PARK**

**RECOMMENDATION**

It is recommended the Board review and approve the Right of Entry agreement with the Calleguas Municipal Water District for Springville Park.

**BACKGROUND**

Calleguas Municipal Water District (Calleguas) provides imported water for the southeastern portion of Ventura County. Approximately 75 percent of the demands within the Calleguas service area are met with imported water. Some areas such as the Simi and Conejo Valleys are nearly entirely dependent on imported water, while areas like Camarillo and Oxnard receive approximately 50 percent of their water from Calleguas. Calleguas has identified several points of vulnerability in the imported water system and determined that it is necessary to develop alternative water supplies that can be used if critical imported supplies are cut off for an extended period, such as due to a seismic event.

Calleguas is constructing several interconnections with nearby water agencies as a cost-effective means to improve water supply reliability during an imported water outage. One of these interconnections is with the Crestview Mutual Water Company (Crestview), who has access to local groundwater supplies that could be delivered to Calleguas during an outage of imported water. The interconnection will connect Crestview's pipeline system to Calleguas' Springville Reservoir located just north of Springville Park. The interconnection will be constructed on property owned by Calleguas and Crestview, with a pipeline constructed within Calleguas' existing permanent easements located on property owned by Pleasant Valley Recreation and Park District.

**ANALYSIS**

The District would need to grant Calleguas Municipal Water District, its employees, and authorized agents the right to enter the Work Area at such reasonable times as required for

establishment of a temporary construction staging, storage and work area as necessary for this project.

**Key Terms and Conditions of the Agreement:**

1. Generally, work will be in compliance with Camarillo's noise ordinance between the hours of 8:00 am and 4:30 pm, except Saturdays and Sundays.
2. Temporarily park and operate construction equipment in the western half of the Springville parking lot.
3. Term of the agreement is two (2) months.
4. At the conclusion of the use, the Work Area will be restored to its original state with the Calleguas Municipal Water District paying for actual costs associated with the modifications and restoration.

**FISCAL IMPACT**

Currently, there is no fiscal impact to this report.

**RECOMMENDATION**

It is recommended the Board review and approve the Right of Entry agreement with the Calleguas Municipal Water District for Springville Park.

**ATTACHMENTS**

- 1) Right of Entry Agreement and Location (4 pages)

## RIGHT OF ENTRY AGREEMENT

---

Pleasant Valley Recreation and Park District ("Grantor") hereby grants permission to Calleguas Municipal Water District (individually "District"), and its agents, contractors, and subcontractors (collectively "Authorized Parties"), to enter upon Grantor's property, which is identified as Springville Park, located at 717 Camino Tierra Santa in the City of Camarillo, California ("Grantor's Property"), in the specific location depicted on the attached Exhibit "A" ("Work Area") attached hereto and incorporated herein. This entry is authorized in conjunction with Calleguas Municipal Water District's Project 552 - Calleguas-Crestview Interconnection ("Project").

This Right of Entry is granted to the District for the general purpose of establishing a temporary work area to facilitate work on the Project by the Authorized Parties from the Work Area located on Grantor's Property. The improvements to be constructed as the Project will be constructed on a combination of Calleguas owned property (at the Springville Reservoir) and on permanent easements granted by Crestview Mutual Water Company and One Hundred Thirteen Corporation (PVRPD predecessor) entirely within the District's property and existing permanent easements. The specific rights granted herein shall include the right to temporarily park and operate construction equipment and vehicles necessary for completion of the Project and for temporarily stockpiling pipe, equipment, and dirt, and/or other nonhazardous materials related to the Project in the Work Area. This Right of Entry Agreement ("Agreement") is not an easement nor does it create any legal title or leasehold interest in Grantor's Property; rather, it is a non-assignable temporary license.

District shall immediately restore Grantor's Property to the condition that existed prior to District's use upon termination of District's use of the Work Area, or upon termination of this Agreement, whichever is earlier.

As a material part of the consideration between the parties pursuant to this Agreement, District waives and releases any and all claims against Grantor for injury, death or damage to any persons or personal property (including that of District and the Authorized Parties) arising out of use and occupation of Grantor's Property by District and the Authorized Parties, except to the extent such claims arise out of or relate to the active negligence or intentional misconduct of Grantor or Grantor's agents, employees, or contractors.

District further agrees to defend, indemnify and hold harmless Grantor and its officers, directors, employees, and authorized volunteers from and against any and all liability, damages, costs, losses, claims, and expenses of every nature (including without limitation costs and fees of litigation, and including reasonable attorneys' fees), arising from or in connection with (a) entry upon or use of the Work Area by District or the Authorized Parties; (b) negligence or intentional misconduct of the District or Authorized Parties in their performance of work on the Project; and (c) failure to comply with any provisions herein by the District or Authorized Parties. Notwithstanding the foregoing, District shall not be required to defend, indemnify or hold harmless Grantor, its officers, directors, employees, or authorized volunteers to the extent that any claim arises out of or relates to the active negligence or intentional misconduct of Grantor, its officers, directors, employees, agents, or authorized volunteers. Grantor shall not be liable to District for any damage or injury

to, or theft of, equipment, vehicles, or construction materials located, stored, or used in the Work Area or elsewhere on Grantor's Property, except to the extent caused by the active negligence or intentional misconduct of Grantor or Grantor's agents, employees, or contractors. The District and Authorized Parties shall take appropriate security and storage measures acceptable to Grantor to protect such items.

The District and the Authorized Parties acknowledge that Grantor's Property is a public park accessible to the general public, and agree that District and the Authorized Parties shall comply with all laws, ordinances, and regulations pertaining to the work to be performed as described herein, including without limitation all necessary safety measures, in order to safeguard contractors, subcontractors, agents, and the general public. These release and indemnity provisions shall survive the termination of this Agreement and are independent of any insurance obligations herein.

Prior to initial entry on to the Work Area pursuant to this Agreement, District, at its expense, shall provide Grantor with a certificate of insurance evidencing commercial general liability insurance in a form acceptable to Grantor with combined limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence wherein Grantor, and its officers, directors, employees, and authorized volunteers are named as additional insureds by endorsement. District shall also cause its contractors and subcontractors to provide, prior to their initial entry on to the Work Area, commercial general liability, employer's liability, and automobile insurance certificates in a form acceptable to Grantor, with combined limits of not less than Two Million Dollars (\$2,000,000), and workers' compensation insurance in accordance with applicable laws, wherein Grantor and its officers, directors, employees, and authorized volunteers are named as additional insureds by endorsement. Such policy(ies) shall require thirty (30) days written notice to Grantor prior to any amendment, modification, cancellation, or non-renewal thereof. If such policy(ies) is an occurrence policy, such policy shall be consistently in force for the Term of this Agreement plus five (5) years. If such policy is a claims made policy, such policy shall be consistently in force for the Term of this Agreement plus ten (10) years.

The "Term" of this Agreement shall be for a period of 2 months. District shall provide ten (10) days advance written Notice of Construction Commencement to Grantor, and all required evidence of insurance coverage, via US Mail, overnight mail, or personal delivery to: Mary Otten, General Manager, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, CA 93010. Work hours shall be between 8:00 a.m. and 4:30 p.m. daily, except Saturdays and Sundays.

Each of the undersigned warrant(s) that he or she is authorized to sign this Agreement on behalf of the party for which he or she is signing. Grantor further warrants and represents to the District that Grantor is the sole owner of Grantor's Property and has all legal right and authority to grant access to the District pursuant to this Agreement and such grant does not violate or conflict with any other understanding or agreement with any other person or entity.

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and together shall constitute one and the same instrument.

This Right of Entry Agreement shall be executed in duplicate and is effective only upon the execution

hereof by both parties and the delivery to each party of a fully executed original.

**GRANTOR:  
PLEASANT VALLEY RECREATION AND PARK DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mary Otten

Title: General Manager

**ACCEPTED BY:  
CALLEGUAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_

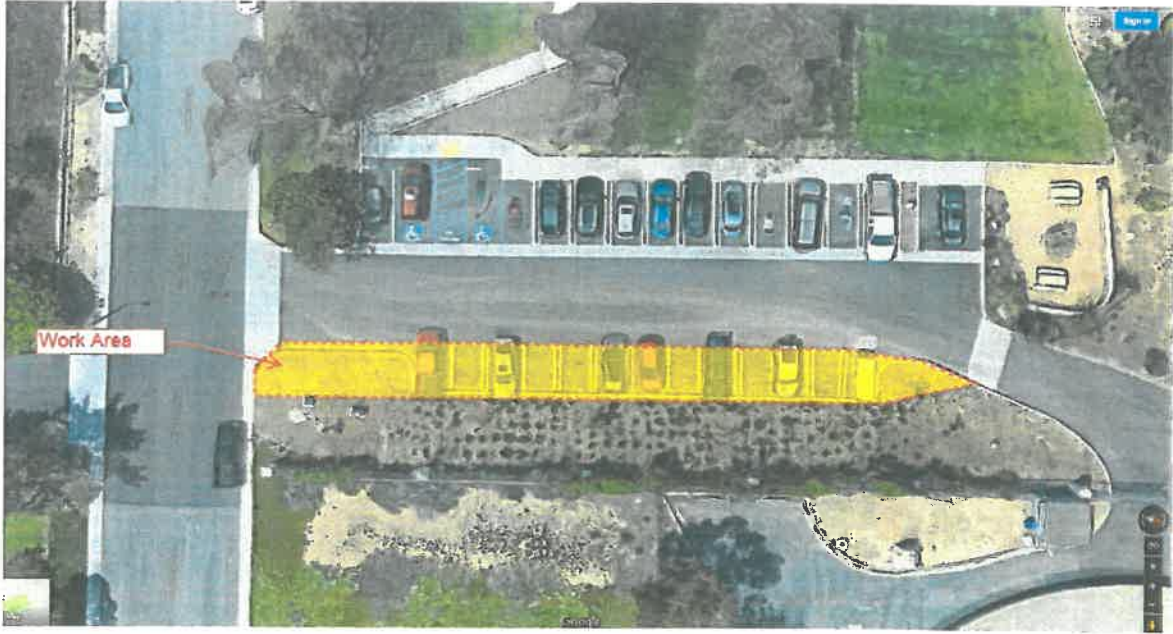
Date: \_\_\_\_\_

Name: Susan B. Mulligan

Title: General Manager



Exhibit A - Right of Entry Area



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

**TO: BOARD OF DIRECTORS**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Matt Parker, Park Supervisor**

**DATE: November 7, 2018**

**SUBJECT: APPROVAL AND BID AWARD OF THE CONTRACT AGREEMENT BETWEEN THE DISTRICT AND RSD SYSTEMS INC. DBA AQUA CREATIONS FOR FIBERGLASS RESURFACING OF THE PLEASANT VALLEY AQUATIC CENTER POOL**

**RECOMMENDATION**

It is recommended that the Board authorize the General Manager to enter into an agreement with RSD Systems Inc. DBA Aqua Creations for fiberglass resurfacing of the Pleasant Valley Aquatic Center's pool in the amount not-to-exceed \$160,998.

**BACKGROUND**

Pleasant Valley Aquatic Center has a 25-meter recreation/therapeutic pool which was built and opened to the public in the late 1960's. This is one of the most frequently used facilities in the District. The pool operates seven days per week for approximately 15 hours per day and is used by thousands of people annually.

The Aquatic Center's plaster pool shell was resurfaced in 2007 when the Aquatic Center underwent a major renovation of the pool's infrastructures and decking. The life expectancy of commercial use pool plaster is typically around 10 years and is inspected yearly by the County of Ventura Environmental Health Division. The Aquatic Center's pool shell plaster is now 11 years old and has reached the end of its life expectancy. The Ventura County Environmental Health Division through this last inspection has put the District on notice of code violation, requiring the District to re-surface the pool shell.

During the FY 2018-2019 budget development, staff identified the Aquatic Center's Pool Shell Resurfacing as a necessary Capital Improvement Project and requested \$135,000 to complete this project. This project was funded with the Board's adoption of this year's fiscal budget and Capital Improvement Project Plan and funds were allocated in the amount of \$135,000 to complete the project.

Staff evaluated several pool shell resurfacing options and narrowed them down to two (2) options: fiberglass and plaster. Staff's initial cost estimates yielded figures of approximately

\$135,000 for standard pool plaster, however through research, staff has learned that the cost of cement has increased by 4.5% and prevailing wages for plaster related labor has increased by approximately 5% since those initial estimates. These increases will most likely cause the District to miss its budgetary target for this project.

On September 5, 2018 at the regular board meeting, the Board approved the bid specifications and authorized staff to solicit a Request for Proposals (RFP) for the pool shell resurfacing using fiberglass as the pool shell surfacing. Staff selected fiberglass as an option to the standard pool plaster because of the benefits of its 20-year life expectancy and its lifetime cost savings on chemicals and staff maintenance.

Staff held a mandatory pre-bid meeting where two reputable and well-established companies attended and met with staff to go over project details. Proposals were due on October 10, 2018.

### **ANALYSIS**

The District received proposals from only one of the prospective firms that attended the mandatory pre-bid meeting: Aqua Creations, a local firm operating business in Ventura. Staff has reviewed Aqua Creations' proposal, checked their references and determined them as a qualified contractor, meeting the criteria as identified within the scope of the Request for Proposal and Technical Specifications. After interviewing Aqua Creation, District staff recommends the Board consider selecting Aqua Creations as the contractor to resurface the Pleasant Valley Aquatic Center's pool shell with fiberglass.

The FY 2018-2019 Parks Capital Budget identifies an allocation of \$135,000 for this project. Staff had estimated that bids to fiberglass the pool shell would come in around \$25,000 higher than the allocated funds at an adjusted total of approximately \$160,000. The bid proposal from Aqua Creations came in at \$160,998.

It is staff's plan is to start this project by January 7, 2019 and have it completed by February 8, 2019 to allow at least 2 weeks to balance the water chemistry and complete a subsequent project within the pool before opening to the public in March 2019. Any delays in awarding the bid would delay the project's targeted start date and push the project into the spring/summer season. This would dramatically affect the revenue generation of the pool's peak season and would disrupt available programs to the community forcing them to use facilities outside our District.

### **FISCAL IMPACT**

Funding in the FY 2018-2019 Capital Projects budget in the amount of \$135,000 was allocated for this project. The bid from Aqua Creations came in at \$160,998. An additional allocation of funds in the amount of \$25,998 would be needed if the Board decides to execute the contract agreement with Aqua Creations for a total project amount of \$160,998.

**RECOMMENDATION**

It is recommended that the Board authorize the General Manager to enter into an agreement with RSD Systems Inc. DBA Aqua Creations for fiberglass resurfacing of the Pleasant Valley Aquatic Center's pool in the amount not-to-exceed \$160,998.

**ATTACHMENTS**

- 1) Bid Abstract (1 page)
- 2) RFP Response (24 pages)
- 3) Contract Agreement (53 pages)

**BID FORM**

**FIRM NAME:** RSD SYSTEMS INC DBA AQUA CREATIONS

**POINT OF CONTACT:** ERIC E JONES

**ADDRESS:** 1547 LOS ANGELES AVE #108  
VENTURA CA 93004

**TELEPHONE NUMBER:** 805 672-1695

**FAX NUMBER:** 805 672-1694

**FOR THE**

**PLEASANT VALLEY AQUATIC CENTER - POOL SHELL  
RESURFACING PROJECT**

**PVAC-2018-1**

**FISCAL YEAR 2018-2019**

**PLEASANT VALLEY RECREATION & PARK DISTRICT**

**C-1**

Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

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

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

**BID FOR THE**  
**PLEASANT VALLEY AQUATIC CENTER - POOL SHELL**  
**RESURFACING PROJECT**

**PVAC-2018-1**

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised Notice Inviting Sealed Bids to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT, PVAC-2018-1" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

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

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

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT, PVAC-2018-1", for the sum set forth in the following schedule:

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

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
 PLEASANT VALLEY AQUATIC CENTER - POOL SHELL  
 RESURFACING PROJECT  
 SPEC NO. PVAC-2018-1**

**BID SCHEDULE**

| ITEM NO. | DESCRIPTION         | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT | NOTE |
|----------|---------------------|--------------------|------|-----------|-------------------|------|
| 1.       | AQUA GLASS POOL     | 6532               | SF   | 20.27     | 132,403           |      |
| 2.       | NEW LANE LINES/TRIM | 817                | LF   | 35        | 28595             |      |
| 3.       |                     |                    |      |           |                   |      |
| 4.       |                     |                    |      |           |                   |      |
| 5.       |                     |                    |      |           |                   |      |
| 6.       |                     |                    |      |           |                   |      |
| 7.       |                     |                    |      |           |                   |      |
| 8.       |                     |                    |      |           |                   |      |
| 9.       |                     |                    |      |           |                   |      |
| 10.      |                     |                    |      |           |                   |      |
| 11.      |                     |                    |      |           |                   |      |
| 12.      |                     |                    |      |           |                   |      |
| 13.      |                     |                    |      |           |                   |      |
| 14.      |                     |                    |      |           |                   |      |
| 15.      |                     |                    |      |           |                   |      |



| ITEM NO.                    | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT   | NOTE |
|-----------------------------|-------------|--------------------|------|-----------|---|------|
| 16.                         |             |                    |      |           |   |      |
| 17.                         |             |                    |      |           |   |      |
| 18.                         |             |                    |      |           |   |      |
| 19.                         |             |                    |      |           |   |      |
| 20.                         |             |                    |      |           |   |      |
| 21.                         |             |                    |      |           |   |      |
| 22.                         |             |                    |      |           |   |      |
| 23.                         |             |                    |      |           |   |      |
| 24.                         |             |                    |      |           |   |      |
| TOTAL BID AMOUNT IN FIGURES |             |                    |      |           | \$160,998   |      |
| TOTAL BID AMOUNT IN WORDS   |             |                    |      |           | ONE hundred & SIXTY thousand<br>NINE hundred & ninety eight |      |

ERIC E. JONES

Bidder Name

Signature of Bidder

Dated

10/9/18

**RESOLUTION OF CONSTRUCTION CLAIMS**

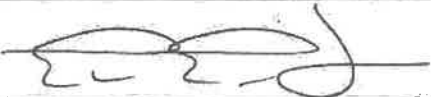
(To Be Executed By Bidder and Submitted With Bid)

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.

ERIC E. JONES  
Bidder Name

  
Signature of Bidder

Dated 10/9/18

**BID BOND**  
(10% of the Bid Amount)

**KNOW ALL MEN BY THESE PRESENTS** that we Aqua Creations  
as Principal, hereinafter referred to as "Contractor" and American Contractors Indemnity Company  
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,  
hereinafter called the "District," in the sum of  
Ten Percent of Bid Dollars (\$10% of Bid \_\_\_\_\_), for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. The conditions of  
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a contract in writing for the Pleasant Valley  
Aquatic Center - Pool Shell Resurfacing Project

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 8th day of October, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:


Aqua Creations

(Contractor)

1547 Los Angeles Ave, Ste. 108

(Address)

Ventura, CA 93004

  
\_\_\_\_\_  
(By)  
President  
\_\_\_\_\_  
(Title)

**ATTEST:**

**American Contractors Indemnity Company**

\_\_\_\_\_  
(Surety)

801 S. Figueroa, Suite 700

\_\_\_\_\_  
(Address)

Los Angeles, CA 90017

  
\_\_\_\_\_  
(By) Mike Melshenker

Attorney In Fact

\_\_\_\_\_  
(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$ 0 \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ 0 \_\_\_\_\_

**NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

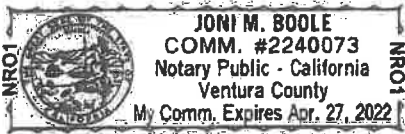
State of: California  
County of Ventura

On 10/8/2018 before me, Joni M. Boole, Notary Public,  
personally appeared Richard Dietz

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

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

WITNESS my hand and official seal.



Joni M. Boole  
Signature of Notary Public

**OPTIONAL**

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

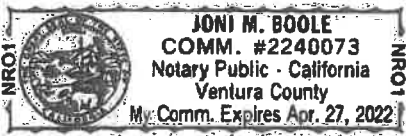
State of: California  
County of Ventura

On 10/8/2018 before me, Joni M. Boole, Notary Public,  
personally appeared Mike Melshenker

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

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Joni M. Boole  
Signature of Notary Public

**OPTIONAL**

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**DESCRIPTION OF ATTACHED DOCUMENT**

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- LIMITED
- GENERAL

**NUMBER OF PAGES**

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

**DATE OF DOCUMENT**

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

**SIGNER(S) OTHER THAN NAMED ABOVE**

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Shaun Kelly, Kipton Keller, Richard Toohy, Shirley Rhoads, Mike Melshenker, Barbara L. Ayerle, Achara Trujillo, Ronald Francis Cossa, Jarel Guerrero, Donna Scott, Sherrie Hillis Offdenkamp or Joni Boole of Ventura, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed **\*\*\*\*\*Five Million\*\*\*\*\* Dollars (\$\*\*5,000,000.00\*\*)**.

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

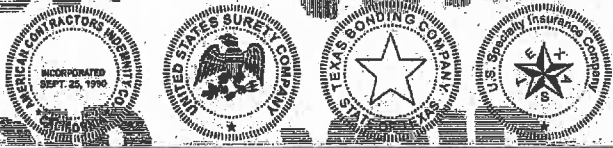
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the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

*Be it Resolved* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seal



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

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

State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature *[Signature]* (Seal)

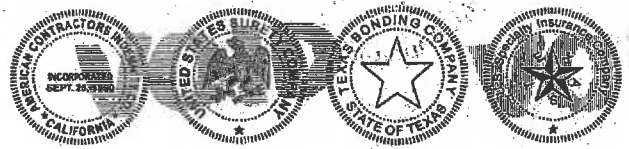


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of October, 2017.

Corporate Seals

Bond No. N/A  
Agency No. 6117



*[Signature]*  
**Kio Lo, Assistant Secretary**

Kant Kopy K1  
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free



## INFORMATION REQUIRED OF BIDDERS

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

- (1) Address: 1547 LOS ANGELES AVE. 108 VENTURA CA  
 (2) Telephone: 805 672-1695 93004  
 (3) Type of Firm: S-CORP  
 (Individual, Partnership, or Corporation)  
 (4) Contractor's State License Classification C-53 Expiration date 3/31/2020  
 (5) Corporate organized under the laws of the State of: CALIFORNIA  
 (6) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) NO  
 (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.  
RICHARD E. DIETZ - PRESIDENT  
ERIC E. JONES CORP. SECRETARY  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (8) Number of years of experience as a Contractor in construction work. 26 YEARS  
 (9) List at least three (3) completed projects completed in the last 18 months:

| Contract Amount | Class of Work        | Date Completed | Name, Contact, Address and Telephone No. of Client                       |
|-----------------|----------------------|----------------|--|
| \$207,933       | Private/PUBLIC OWNED | 1/20/18        | MIKE KANE, 17272 NEWHURST ST, FOUNTAIN VALLEY 714 546-8860 X208          |
| \$57,094        | Private/HWA OWNED    | 4/26/18        | ARTISAN AT EAST VILLAGE YAMIL 2060 ZOCALO ST. OKLAHOMA CITY 512-618-0049 |
| \$51,084        | Private              | 7/17           | GABRIEL RUIZ @ 310-910-7546 2400 Harbor Blvd COSTA MESA NORTH POOL       |

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

ERIC E JONES, RICHARD E. DIETZ  
Date of Inspection: 9/18/18

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

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

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

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

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

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

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

List the name and address of Major Equipment Suppliers who will provide equipment or major components for the project.

NAME: REVELLEM COMPOSITES  
ADDRESS: 2720 S. WILLOWS AVE # B, BLOOMINGTON, CA 92316  
EQUIPMENT TO BE PROVIDED: RESIN 3 GLASSING MATERIAL

NAME: SUPERIOR POOL PRODUCTS  
ADDRESS: 1180 TOURMAINE, NEWBURY PARK, 91320  
EQUIPMENT TO BE PROVIDED: LANE LINE TILES

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EQUIPMENT TO BE PROVIDED: \_\_\_\_\_

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

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

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

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

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

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

(a) Date: \_\_\_\_\_

(b) Name of person or group: \_\_\_\_\_

(c) Job involved (if applicable): \_\_\_\_\_

(d) Nature of threats: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(TO ACCOMPANY BID)**

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

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No   X  

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

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

**CONTRACTOR LICENSE AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ss.

\_\_\_\_\_, being first duly sworn, deposes  
Name

and says that he or she is PRESIDENT of RSO SYSTEMS INC DBA AQUA CREATIONS  
Title Name of Firm

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

640625 C-53  
Contractor's State License Number and Classification  
3/31/2020  
License Expiration Date

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

Subscribed at: \_\_\_\_\_  
(City and County, State)  
on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature State License Number and Classification

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Telephone Number

**CONTRACTOR LICENSE AFFIDAVIT**

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ss.

Richard Dietz, being first duly sworn, deposes  
Name

and says that he or she is PRESIDENT of RSO SYSTEMS INC DBA AQUA CREATIONS  
Title Name of Firm

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

640625 C-53  
Contractor's State License Number and Classification  
3/31/2020  
License Expiration Date

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

Subscribed at: \_\_\_\_\_  
(City and County, State)  
on \_\_\_\_\_, 20\_\_\_\_.

[Signature]  
Signature  
640625 C-53  
State License Number and Classification  
1547 Los Angeles Ave #108 CA 92004  
Street Address City State Zip Code  
Telephone Number 805-672-1695

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

State of: California  
County of Ventura

On 10/8/2018 before me, Joni M. Boole, Notary Public,  
personally appeared Richard Dietz

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

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

WITNESS my hand and official seal.



Joni M. Boole  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE



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

The undersigned declares:

I am the President of RSD Systems Inc DBA Aqua Creations, 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 10-8-19 [date], at Ventura [city], California [state].



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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State of: California  
County of Ventura

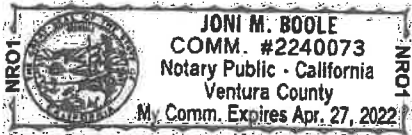
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Signature of Notary Public

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- PARTNERS
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  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

ALTERNATE BID

Pleasant Valley Recreation and Park District  
Cost Price Proforma

| Labor Category                           | Labor Rate (SIT) | Labor Rate (O/T) | Proposed     |             | Total Labor Rates |
|--|------------------|------------------|--------------|-------------|-------------------|
|  |                  |                  | Hours (SIT)  | Hours (O/T) |                   |
| Foreman                                  | 75.83 \$0.00     | 113.74 \$0.00    | 200 0        | 0           | 15166 \$0.00      |
| Tradesman                                | 48.87 \$0.00     | 73.30 \$0.00     | 1008 0       | 0           | 49261 \$0.00      |
| Laborer                                  | 39.24 \$0.00     | 59.01 \$0.00     | 192 0        | 0           | 7553 \$0.00       |
| <b>Subtotal Labor Costs</b>              |                  |                  |              |             |                   |
| <b>2. OTHER DIRECT COSTS</b>             |                  |                  |              |             |                   |
| a. Materials                             |                  |                  | 22030 \$0.00 | 5508        | 27537 \$0.00      |
| b. Subcontractors                        |                  |                  |              |             | \$0.00            |
| c. Other (specify)                       |                  |                  |              |             | \$0.00            |
| d. Freight/Shipping, if applicable       |                  |                  |              |             | \$0.00            |
| <b>Subtotal Other Direct Costs</b>       |                  |                  |              |             |                   |
| <b>3. SALES TAX (7.25%)</b>              |                  |                  |              |             |                   |
|  |                  |                  |              |             | 1997 \$0.00       |
| <b>4. TOTAL LABOR, OTHER DIRECT COST</b> |                  |                  |              |             |                   |
|  |                  |                  |              |             | 10153 \$0.00      |

Overhead  
any  
profit

59485

to me

60,998

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

**BARE BICK  
SAVE TILE**

| Labor Category                           | Labor Rate (SIT) | Labor Rate (OT) | Proposed      |            | Total Labor Rates |
|--|------------------|-----------------|---------------|------------|-------------------|
|  |                  |                 | Hours (SIT)   | Hours (OT) |                   |
| Foreman                                  | 75.83 \$0.00     | 113.74 \$0.00   | 200 0         | 0          | 15166 \$0.00      |
| Tradesman                                | 48.87 \$0.00     | 73.30 \$0.00    | 1008 0        | 0          | 49261 \$0.00      |
| Laborer                                  | 29.34 \$0.00     | 59.01 \$0.00    | 192 0         | 0          | 7553 \$0.00       |
| <b>Subtotal Labor Costs</b>              |                  |                 |               |            |                   |
| <b>2. OTHER DIRECT COSTS</b>             |                  |                 |               |            |                   |
| a. Materials                             |                  |                 | 116330 \$0.00 | 4083       | 20443 \$0.00      |
| b. Subcontractors                        |                  |                 |               |            | \$0.00            |
| c. Other (specify)                       |                  |                 |               |            | \$0.00            |
| d. Freight/Shipping, if applicable       |                  |                 |               |            | \$0.00            |
| <b>Subtotal Other Direct Costs</b>       |                  |                 |               |            |                   |
| <b>3. SALES TAX (7.25%)</b>              |                  |                 |               |            |                   |
| 1479                                     |                  |                 |               |            |                   |
| <b>4. TOTAL LABOR, OTHER DIRECT COST</b> |                  |                 |               |            |                   |
| 93872                                    |                  |                 |               |            |                   |

MARKUP  
3  
PROFIT

61,426

155,290

|   |                                |   |                               |
|---|--------------------------------|---|-------------------------------|
| <b>Pleasant Valley Recreation and Park District</b> |                                | <b>Pleasant Valley Aquatic Center Pool Shell Resurfacing Project NO. PVAC-2018-01</b> |                               |
| <b>Date:</b>  | October 15, 2018               |   |                               |
| <b>Prepared By:</b>                                 | Matthew Parker                 |   |                               |
| <b>Company:</b>                                     |                                | <b>Aqua Creations</b>   | <b>Advanced Pool Coatings</b> |
| <b>Phone Number:</b>                                | (805) 672-1695                 | (805) 672-1695  | (916) 773-1883                |
| <b>Fax Number:</b>                                  | (805) 762-1694                 | (805) 762-1694  | (916) 773-8422                |
| <b>City:</b>  | Ventura                        | Ventura   | Loomis                        |
| <b>Quoted By:</b>                                   | Eric Joens                     | Eric Joens  | NO BID                        |
| <b>Payment Terms:</b>                               |                                |   |                               |
| <b>Payment Discount:</b>                            |                                |   |                               |
| <b>License Number</b>                               | 640625                         | 640625  | 684147                        |
| <b>Availability (in days):</b>                      |                                |   |                               |
| <b>Proposal Complete</b>                            |                                |   |                               |
|   |                                | <b>Aqua Creations</b>   | <b>Advanced Pool Coatings</b> |
|   | <b>Base bid</b>                | \$155,298.00  | NO BID                        |
|   | <b>Alt bid per Addendum #1</b> | \$160,998.00  | NO BID                        |

## 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 **PLEASANT VALLEY AQUATIC CENTER - POOL SHELL RESURFACING PROJECT, PVAC-2018-1** and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

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

**ARTICLE III:** All work to be done under this contract shall be completed within **Twenty (20) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

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

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

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

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

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

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

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

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

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

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

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

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

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

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



**ARTICLE XV:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

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

[Signatures on next page]

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

Dated \_\_\_\_\_, 2017

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Dated \_\_\_\_\_, 20\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each  
Authorized Representative of Contractor.)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



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

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

**PLEASANT VALLEY AQUATIC CENTER - POOL SHELL  
RESURFACING PROJECT**

**PVAC-2018-1**

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

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

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

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **CONTRACTOR** \_\_\_\_\_ **SURETY**

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

BY: \_\_\_\_\_  
(CONTRACTOR SEAL)

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

**Labor Code Section 3700**

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

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

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

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

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

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

\_\_\_\_\_  
**CONTRACTOR**

By: \_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**TITLE**

(In accordance with Article 5 {commencing at Section 1860

}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## **APPRENTICESHIP REQUIREMENTS**

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

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

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

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

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

### **NOTICE**

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



## PLEASANT VALLEY RECREATION & PARK DISTRICT

### GENERAL PROVISIONS

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

**LOCATION OF WORK:** The work will take place at 380 Skyway Dr. in Camarillo, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.”

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

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

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**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**

### **PLEASANT VALLEY AQUATIC CENTER - POOL**

### **SHELL RESURFACING PROJECT**

**PVAC-2018-1**

**FISCAL YEAR 2017-2018**

#### **1. GENERAL**

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

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

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

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Project Manager - The District's Parks Manager, acting either directly or through authorized agents. Also referred to herein as District Parks Services Manager.



(4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

**SP-1**

**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 Twenty-five **(25) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.
- (2) In the event that the Project Manager is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

**E. FINAL INVOICE AND PAYMENT:**

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

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

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

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

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

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

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

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

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

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**P. CHANGES IN WORK:**

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

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

**Q. CONTROL OF MATERIALS:**

**4-1 MATERIALS AND WORKMANSHIP**

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

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

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

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

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

4-1.2 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.3 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.4 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

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

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

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

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

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

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

**U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:**

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

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

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

portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicllynoticed meeting of the governing body after the 45-day period, or extension, expires to providethe 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 thirdparty to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"20104.2. Claims; requirements; tort claims excluded**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**Y. DELAYS AND EXTENSIONS OF TIME**

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

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

**Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

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

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

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

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

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

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

**2. PUBLIC CONVENIENCE AND SAFETY**

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

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

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

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

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

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

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

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's

expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

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

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

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

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

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

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

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

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

**F. AIR POLLUTION CONTROL**

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

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

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

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

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

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

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

**I. WORK HOURS:** The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

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

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

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

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

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

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

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

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

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

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

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and

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

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

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

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

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

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

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

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

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

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

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

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

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



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

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

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**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.

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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.

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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."

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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.

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**SPECIFICATION NO. PVAC-2018-1**  
**POOL SHELL - FIBERGLASS LINER OVER PLASTER**

**SCOPE OF WORK:**

Contractor shall supply all parts, labor, and equipment to resurface the pool shell with a fiberglass pool liner for the 25 Meter Competition/ Recreation pool at the Pleasant Valley Aquatic center located at 1030 Temple Ave. Camarillo, Ca. 93010, in such a manner as to prevent the transfer of cracking from the current pool surface to the new fiberglass liner. Project and 5 day drain period to start on Monday, January 7th, 2019, with project completion and open to public on Monday, February 8, 2019.

**25 Meter Pool:** 230,000 gallons. 3.5' to 12' Depth, Surface area approximately 4,500 square foot size 75.5' x 57.5'

- A. Demolition of white plaster.
  - a. Pool floor and wall lane marking tiles, floor inlet diffusers, lighting niches, pre-fab inset stairs, and tiled wall and coping to be cut around (minimum 1/2" groove) and kept intact.
- B. Stair entry step 2" tiles and 1" marker tiles are to be replaced. Entry step concrete edge coping to be repaired as needed.
- C. Entry stair handrail escussion covers (six total) are to be replaced with new.
- D. Areas of rusting to be treated. Wall tiles, Gunnite, and oxidized re-bar to be removed to the point of zero moisture intrusion. Cut re-bar ends to be coated with an Epoxy.
- E. Contractor to use "Rapid Set 9000 psi" hydraulic cement or better for all Gunnite and concrete edge repairs.
- F. Gunnite prep to meet industry standards. Verify that fiberglass can be installed in accordance with original design.

**Bid Request Options per Price Performa:**

- A. Tile Replacement of entire pools 2" x6" top cap and 6" x 6" water line tile with specified tile. Laser leveling required for even water flow around entire perimeter of the pool.
- B. Replace all deck "Depth and Caution Markers". Black lettering on White Non-skid Ceramic tiles, to match existing wall depth markers. Install red symbol caution markers as required. Top of tiles to be flush with concrete deck. Grout to match existing.

**Special notes:**

- A. Provide at least one person who shall be present at all times during the execution of this work and who shall be thoroughly familiar with the type of materials being installed, referenced standards, and the requirements of this work, and who shall direct all work performed and have a minimum of 10 years of experience.
- B. Temporary fencing **Not Required** around the work area. Permanent fencing isolates the work area from the main building and Recreation pool area, and the public.
- C. Contractor shall have access seven (7) day a week, excluding holidays.
- D. Contractor shall have four (4) weeks for construction and one (1) week to fill and balance water chemistry. Contractor is responsible for pool filling, chemical balance, heating and manufacturer recommended fiberglass care through the final inspection and ending on the date of February 14, 2019.
- E. The contractor shall contact the Air Quality Board, State Water Quality Resource Board, Ventura County Environmental Health and all other responsible agencies required for this project for any and all permit compliance/requirements. The Bidder awarded the contract shall be responsible for acquiring all necessary permits and complying with all Local, State and Federal agency regulations/laws/standards/policies.
- F. Contractor to refer to ANSI A108: Specifications for the Installation of Ceramic Tile.
- G. Contractor to refer to the 2015 Swimming Pool code - California Association of Environmental Health Administrators (CAEHA), Section 3110B Permanent Markings for the "water depth markers" and "Caution markers" requirements.
- H. Contractor to refer to <http://www.ventura.org/irma/envhealth/community-services/pools-spas/documents/PoolCode-July2015.pdf>

**Environmental Requirements:**

Contractor shall provide materials that comply with all published State and Local standards:

- A. No fiber-glassing shall be done under unsuitable conditions of weather or temperature. No fiber-glassing shall be done when prevailing temperature is 65 degrees Fahrenheit or less.
- B. Do not install fiberglass during rain and, if rain commences after fiber-glassing has begun, immediately protect the fiberglass and resin from rain by all means necessary until the fiberglass has set and cured.
- C. Contractor is responsible for waste water and process material management considerations to meet City sewer discharge requirements.
- D. Contractor responsible to follow City illicit discharge and storm water quality requirements.

## **Preparation and Application:**

- A. The scarifying process shall consist of and include all of the following:
1. Strip all existing paint, caulking/coping, debris and loose material (including but not limited to concrete and/or mortar) from the walls (Including but not limited to the coping/calking between the bull nose scum gutter and top of wall) and the floor of the pool.
  2. Any original concrete/gunite and masonry substrate shall be completely exposed to clean, bare and sound condition. Holes, depressions, openings and other areas not level with the existing surface shall be cleaned and then filled with rapid-set non-shrink mortar mix. Remaining substrate must be of unquestionable integrity and rough enough to insure a permanent bond of the fiberglass coat A, (cementitious bond coat to the pool walls, floor and fiberglass) in the opinion of the contractor and site inspector/project manager/owner.
- B. All areas not to be fiber glasses, e.g. coping, tile, lights, drain covers, around plumbing fittings, and including but not limited to the coping/calking between the bull nose scum gutter and top of wall, which is the bottom of the scum gutter for this projects purposes. A saw-cut niche (1/2" slot) shall then be made at the base of the bull nose scum gutter/coping, any recessed steps, around plumbing fittings, equipment sockets, pool drain covers and the like as required to insure a secure fiberglass interface with these exposed surfaces and fittings, using an appropriate priming material recommended by the manufacture then all fiberglass below the coping or around other items as noted in this paragraph shall be trimmed neatly as required and the niche (slot) around these fittings shall then be filled with a compatible resinous paste.
- C. The application/instillation of a four-coat, plural-component system for compatible materials including primers (referred to as coats A, B, C, D below), sealer to interior pool surface including the follow Specified resin, pre-dispersed glass fiber reinforcement, and resin-rich tip coat/finish (chemically resistant, traction glaze, cobalt-free).
- D. The application/instillation of a four-coat, plural-component system for compatible materials including primers (referred to as coats A, B, C, D below), sealer to interior pool surface including the follow Specified resin, pre-dispersed glass fiber reinforcement, and resin-rich top coat/finish (chemically resistant, traction glaze, cobalt-free).

**Note.** All resin and catalyst shall be applied with airless air-assist containment spraying equipment, which mixes materials externally. The glass fiber reinforcement is introduced into the resin/catalyst stream as it exits the gun before coming into contact with the pool surface.

**Coat A:** A uniformly sprayed, brushed, or rolled application of a surface sealing resin coat, designed to seal and penetrate all surface "pores" prior to application of the fiberglass. After coat A has dried the surface shall be inspected to insure proper coverage and that surface sealing and stabilization has been obtained.

**Coat B:** The contractor shall apply a uniform layer of fiberglass at thickness of 80 to 120 mils consisting of a ration of approximately 30% glass fiber 70% resin. Then all fiberglass below the coping or around other items as noted above shall be trimmed neatly as required and the niche (slot) around these fittings shall then be filled with a compatible resinous paste.

**Coat C:** A barrier/tie coat will be applied to ensure good adhesion between laminate and tip coat and to protect the laminate from hydraulic attack. Then the entire pool surface shall be inspected for smoothness and integrity. All fiberglass protrusions, sharp edges, steps and corners shall be

sanded or otherwise prepared; The contractor shall then clean the pool thoroughly removing and dust and debris for the final coat (Lane striping, targets and other painting may be applied at this time is appropriate).

Coat D: The contractor shall spray-apply 30 mil of top coat with surfacing agent to prevent surface inhibition, resulting in a texture providing adequate and safe traction properties. The use of post-applied gel coat as a top coat is unacceptable.

- E. Do not apply fiberglass over dirt, rust scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable fiberglass finish.
- F. Consult with manufacturer on application to specific surface being treated. Follow manufacturer's recommendation for fiberglass adhesion of cast-in-place concrete or shot-crete surfaces prior to application of fiberglass.
- G. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable coving or masking.
- H. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool fiberglass. Following completion of fiberglass for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.
- I. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess fiberglass. Be certain to completely enclose pool fittings with fiberglass to ensure a leak-proof seal around pipes, fittings, lights, anchors, etc.

**Curing:**

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool fiber-glassing.
- B. Pool Filling
- C. After the fiberglass has sufficiently dried and cured, gradually fill the pool with water, preventing all damage to finished fiberglass surfaces.
- D. Water flow shall be steady and continuously until the pool is filled. At no time shall the water flow be stopped unless damage is noted and must be repaired. In such case the pool shall be immediately drained and repairs performed.
- E. Anticipate the need to vacuum or brush dirt or debris immediately to prevent staining.
- F. When the weather is hot and/ or water pressure is low, keep the pool walls damp while the pool is filling.
- G. Ensure that the pool is continuously monitored while filling to prevent overflow.



**Start-up Specifications:**

- A. Provide three day's notification prior to starting the pool system.
- B. Coordinate start-up of existing mechanical equipment with owner and maintain for 5 days.
- C. Provide all chemicals and balance water immediately after initial fill through project completion and acceptance by owner.
- D. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:
  - 1. Calcium Hardness: 600 ppm
  - 2. Total Alkalinity: 80- 100 ppm
  - 3. Chlorine residual: 1.00- 2.00ppm
  - 4. pH Range: 7.2 to 7.6
- E. Brush swimming pool fiberglass finish twice daily for 2 consecutive days immediately after filling the pool to remove any foreign debris.
- F. At end of 2-day brushing and balancing period, clean strainers, backwash filter media, vacuum pool, and leave pool ready for use.

**Submittal:**

- A. Submit a list of materials to be used. Contractor shall follow manufactures recommendations in all applications. Contractor shall submit manufactures data sheets with the bid package for all materials not specially called out herein or are being submitted as suitable substitutes,
- B. Provide detailed pool filling procedure, equipment start-up procedures, water conditioning, initial brushing and vacuuming maintenance procedures, which are to be supplied to project manager.

**Materials:**

- A. Materials shall be new, delivered to the project in original unbroken packages bearing the manufacturer's name and brand number.
- B. All materials shall be designed to work with all other materials used in this project as indicated on the label, manufactures literature, or letter from manufacture.

**Inspections:**

- A. Pre-construction meeting shall be conducted prior to start of work.
- B. All meetings and inspections shall be coordinated with Matthew Parker, Project Manager at (805) 432-1471, or designee.
- C. District and any Permitting Agency shall inspect all substrate work prior to installation of fiberglass.
- D. District and any Permitting Agency shall inspect fiberglass work prior to filling the pool.
- E. Final Inspection shall include Project Manager, installer of each component of associated work, and other representatives directly concerned with performance of the Work.

**Safety Precautions:**

- A. Within the scope of this work, it is intended that during construction and until final acceptance, strict attention be given to all matters pertaining to public safety and safety of the construction workers, including sub-contract personnel. Contractor shall adhere to all health and building safety requirements.

**Storage:**

- A. The contractor's operations for the storage of materials shall be limited to a designated area by the Project Manager, and such space shall be kept clean and orderly at all times.
- B. Contractor shall have full responsibility for any materials and equipment stored at the site.

**Cleaning:**

- A. As work proceeds, promptly remove and rinse all cementitious spills, splashes or splatters.
- B. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. At completion of work, the work site shall be cleaned and free from debris and all waste shall be properly disposed or recycled.

**Warranty:**

- A. All applicators must provide a minimum Ten (10) year warranty for application and workmanship additional to the manufacturer's warranty for product.

**Miscellaneous:**

- A. Work shall comply with all Federal, State, and local codes and regulations.
- B. Contractor shall have a current C-53 contractor license specializing in fiberglass resurfacing and have 10 years of experience performing maintenance on public pools.
- C. Contractor shall have a current City of Camarillo business license.
- D. Contractor shall obtain and be responsible for paying the cost of Ventura County Health Department permit.
- E. Contractor shall obtain a permit from the City of Camarillo, Building and Safety Department, prior to commencement of work. No work shall start until the building permit is posted at the job site
- F. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.
- G. At completion of the workday, the work site shall be cleaned and free from debris and all waste shall be properly disposed or recycled.
- H. Contractor shall be responsible for repairing any damage that may occur during this work and shall repair the damaged item to its original condition.
- I. Contractor shall be responsible for all measurements.
- J. The District prohibits ANY products containing asbestos.

END OF SECTION

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

**TO: BOARD OF DIRECTORS**

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

**DATE: November 7, 2018**

**SUBJECT: UPDATE ON PROPOSED PLACEMENT LOCATIONS  
FOR A NEW PICNIC SHELTER AT PITTS RANCH  
PARK**

**RECOMMENDATION**

It is recommended that the Board provide direction on the placement location of an additional picnic area structure at Pitts Ranch Park.

**BACKGROUND**

During the development of the Parks Department's budget, the Board had directed staff to explore park options to add additional reservable picnic shelters. Staff then reviewed park amenities and criteria which would serve the community in the decision-making process. The criteria set would require that parks must have the following items:

- Space for a new picnic area
- Restroom
- Parking
- Playground plus other highly desirable amenities (tennis, basketball, volleyball, etc.)
- High rental demand

After evaluating all parks that met the criteria, staff selected Pitts Ranch Park for consideration for a new reservable picnic shelter. The District's Customer Service Representatives have identified Pitts Ranch Park as a popular park with only one (1) reservable picnic shelter for up to 40 people, where potential renters are often turned away due to its unavailability. The current picnic shelter at Pitts Ranch Park has been rented out seventy-eight (78) times out the fifty-two (52) weeks of fiscal year 17-18 and has generated \$5,872.08 in revenue for the same period.

Pitts Ranch park has one (1) restroom, two (2) playgrounds for ages 2-5 and 5-12, one (1) full basketball court, two (2) tennis courts, one (1) softball field and a concrete walking path which make Pitts Ranch Park a popular local park.

During the FY 2018-2019 budget development, staff identified the construction of a new picnic shelter at Pitts Ranch Park as a Capital Improvement Project and requested \$64,000 to complete this project. This project was funded with the Board's adoption of this year's fiscal budget and Capital Improvement Project Plan and funds were allocated in the amount of \$64,000 to complete the project.

### **ANALYSIS**

Staff presented to the Board three different picnic shelter location options at the May 17<sup>th</sup> Board Meeting - 1) near the softball field, 2) near the north side of the tennis courts and 3) near the west side of the tennis courts. Staff was directed to further research the community and District needs as for the sizing of the shelter.

Staff has met to discuss the site's rental demands with the District's Customer Service Representatives (CSR's). Based on the CSR's feedback and the size of the restrooms and available parking, staff determined that a shelter to accommodate groups of 60 would be appropriate for the site. Having a shelter of this size would offer users a larger reservable picnic shelter than currently available and could potentially increase rental revenue generated by the pavilion.

Once the Board provides direction on this item, staff will come back at a later date with an updated project cost estimates, purchase requests and installation proposals.

### **FISCAL IMPACT**

There is no fiscal impact regarding action on this item.

### **RECOMMENDATION**

It is recommended that the Board provide direction on the placement location of an additional picnic area structure at Pitts Ranch Park.

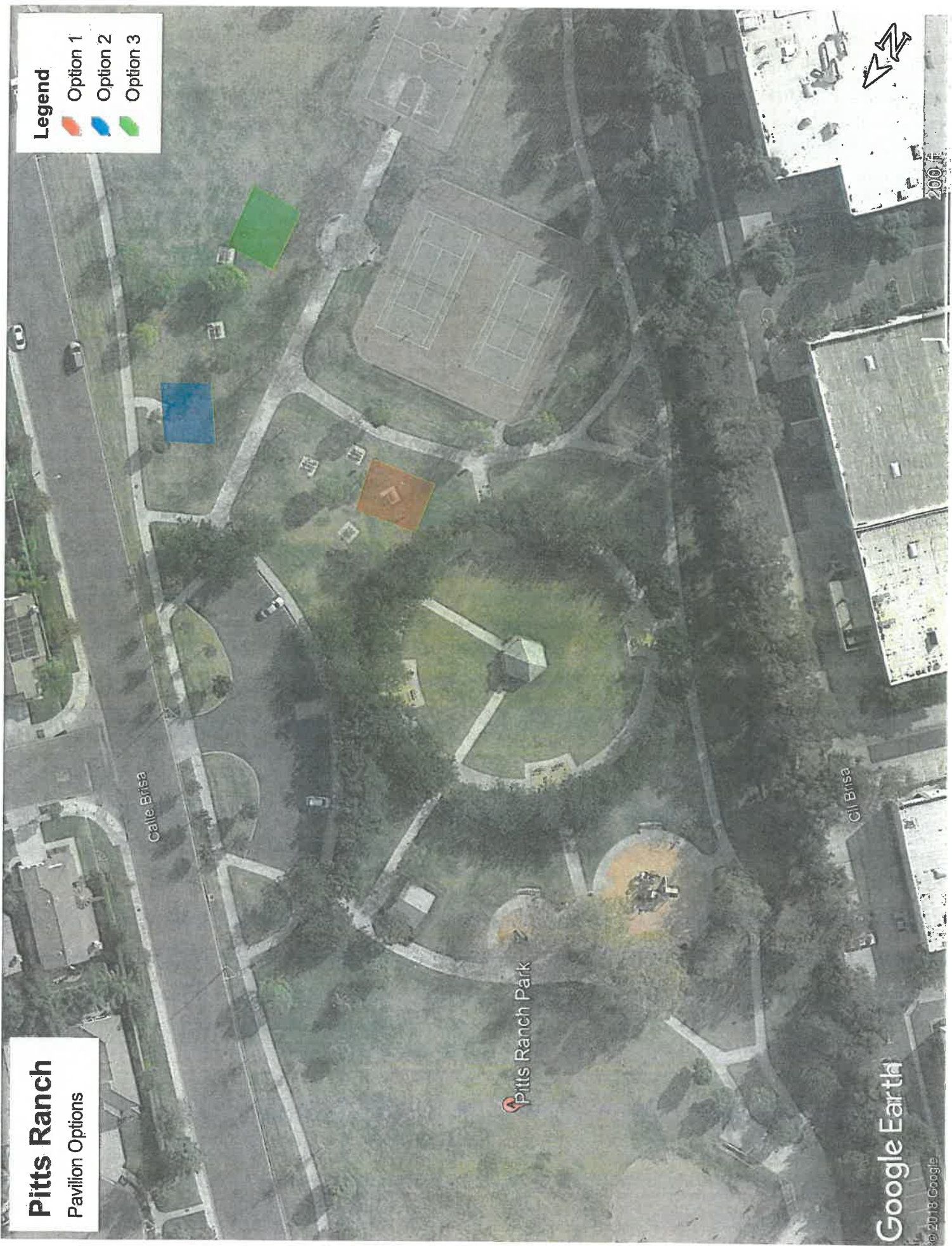
### **ATTACHMENTS**

- 1) Pitts Ranch Park Pavilion Layout (1 page)
- 2) Sample Picnic Shelter Specifications and Design Elevations (2 pages)

# Pitts Ranch Pavilion Options

## Legend

- Option 1
- Option 2
- Option 3



**Model: Steelworx Hip Shelter w/ Vented Top, 30' x 40'**  
**Model # HP-3040-SW-VT-EX**

**Manufacturing Mission:** To provide all prefabricated components and installation instructions for a 30' wide by 40' long (measured from eave to eave) free standing bolt together, tubular steel constructed shelter kit.

**Design Criteria:** Structure is typically designed for a 25 lb live load and a 90 mph wind load capacity, but can be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

**Tubular Steel Columns and Beams:** Standard column dimension shall be 7" x 7" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins are 10" x 4" x 3/16" and 6" x 4" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

**Roofing:** 24 Ga. pre-cut steel Medallion-Lok standing seam panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 8'-0". Attached to wood decking with concealed clips and screws. Matching 24 Ga. trim included.

**Frame Finish:** All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

**Foundation:** All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

**Hardware:** All structural hardware and roofing fasteners shall be provided.

**Warranty:** 10 years against manufacturer defects.

**Not Included:** Concrete work of any kind, unloading of product and installation.

**Additional Options:**

- Flexibility of Design  
Such as: Height and Pitch
- Additional Engineering
- Variety of Colors
- Decorative Railings, Lattice, Braces, Trim, etc.
- Cupolas and Rooftop Accs.
- Column Style Variations
- Provisions for Electrical
- Lexan Wind Screens
- Tongue & Groove Roof Decking
- Asphalt Shingles, Standing Seam, Cedar Shake, or Clay Tile Roofing
- Composite Finished Ceiling
- Solar Panels & Solar Lighting
- Site Furnishings and Accs.

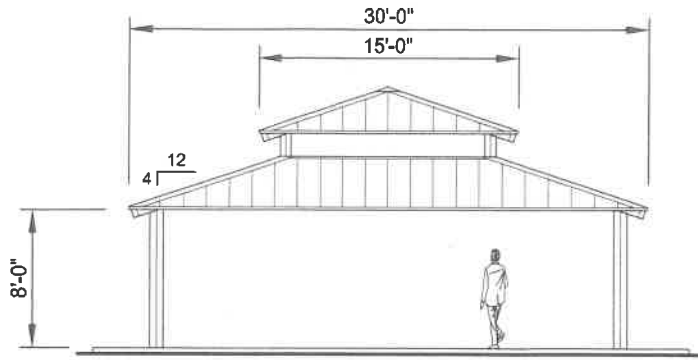


11800 East 9 Mile Road  
 Warren, MI 48089  
 Office: (586) 486-1088  
 Fax: (586) 754-9130  
 Toll Free: (800) 657-6118  
 Email: info@coverworx.com  
 www.CoverWorx.com

Steelworx Hip Shelter - 30' x 40'

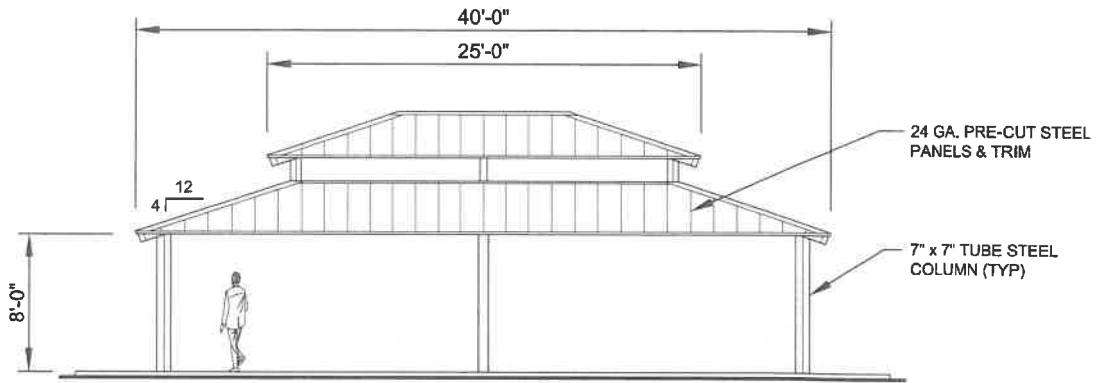
Model: HP-3040-SW-VT-EX

DESIGN SPECIFICATIONS



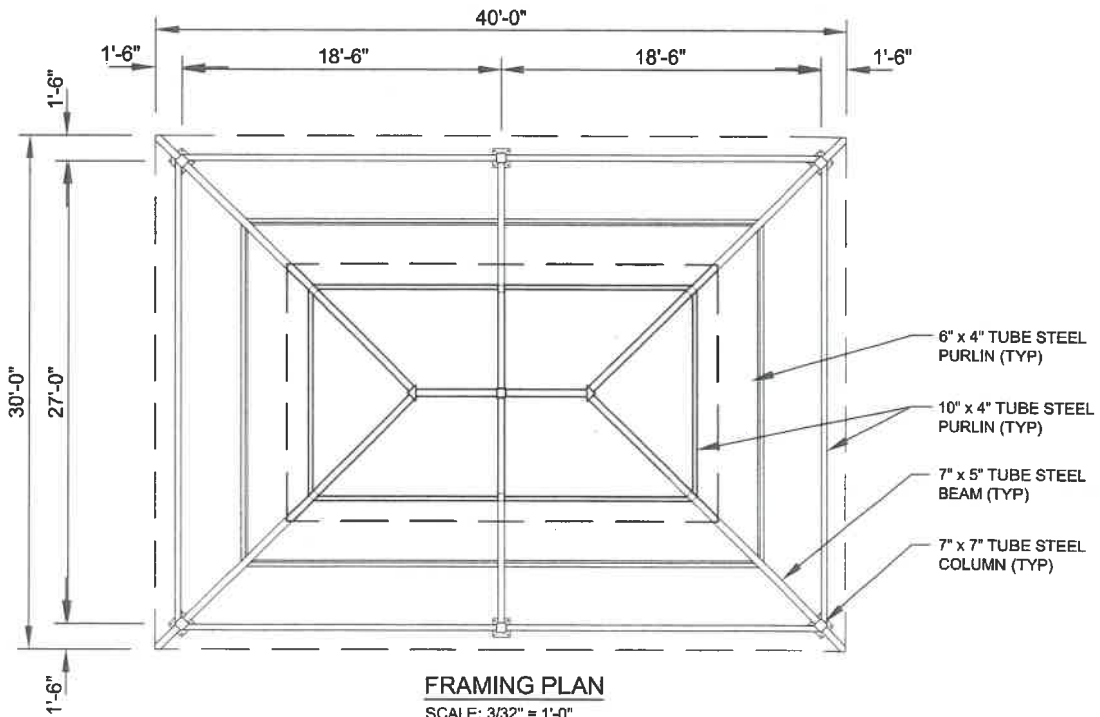
**FRONT ELEVATION**

SCALE: 3/32" = 1'-0"



**SIDE ELEVATION**

SCALE: 3/32" = 1'-0"



**FRAMING PLAN**

SCALE: 3/32" = 1'-0"



11800 East 9 Mile Road  
 Warren, MI 48089  
 Office: (586) 486-1088  
 Fax: (586) 754-9130  
 Toll Free: (800) 657-6118  
 Email: info@coverworx.com  
 www.CoverWorx.com

**Steelworx Hip Shelter - 30' x 40'**

**Model: HP-3040-SW-VT-EX**

**DESIGN SPECIFICATIONS**

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

**TO: BOARD OF DIRECTORS**

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

**DATE: November 7, 2018**

**SUBJECT: CONSIDERATION, SELECTION, AND VOTE FOR  
CAPRI BOARD OF DIRECTORS (UPPER & MIDDLE 1/3  
TIERS)**

**RECOMMENDATION**

It is recommended that the Board select and vote for CAPRI Board of Directors (Upper & Middle 1/3 Tiers).

**BACKGROUND**

The California Association for Park and Recreation Insurance (CAPRI) is one of the 150 Joint Powers Authorities (JPA) in the State of California. JPAs were designed and developed to meet the specific needs of the member entities, many of which were formed to provide insurance coverages, risk management safety and loss prevention services. This program of self-insurance is permitted under Government Code Sections 6500 and 990.8. CAPRI provides self-insurance and related services to members of California Association of Recreation and Park Districts (CARPD).

Nominations for open seats closed on October 12, 2018 with five (5) nominations for the Upper 1/3 Tier and two (2) nominations for the Middle 1/3 Tier.

Per CAPRI Bylaws, each participating member district shall have one vote for each category to be elected and shall vote for its choice of individuals willing to serve on the Board of Directors. The individuals receiving the highest number of votes in each category shall be elected to serve on the Board of Directors.

Election date: November 16, 2018.

**ANALYSIS**

Upper 1/3 Candidates:

1. Brian Danzl; Board Member, Cordova Recreation and Park District
2. Jim Friedl; General Manager, Conejo Recreation and Park District (Incumbent)
3. Mathew Fuzie; General Manager, Livermore Area Recreation and Park District
4. Scott Holbrook; Board Member, Auburn Area Recreation and Park District
5. Michelle Lacy; General Manager, Pleasant Hill Recreation and Park District



Middle 1/3 Candidates:

1. Stephen Fraher; General Manager, Arcade Creek Recreation and Park District (Incumbent)
2. Colin Miller; General Manager; Arden Park Recreation and Park District (Incumbent)

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

It is recommended that the Board select and vote for CAPRI Board of Directors (Upper & Middle 1/3 Tiers).

**ATTACHMENTS**

- 1) Candidate Letters of Interest (11 pages)
- 2) Election Ballots 2018 (2 pages)



2729 Prospect Park Drive, Suite 230  
Rancho Cordova, CA 95670  
(916) 842-3300

October 17, 2018

CAPRI  
ATTN: BOARD OF DIRECTORS  
6341 Auburn Blvd., Suite A  
Citrus Heights, CA 95621-5203

Greetings,

My name is Brian Danzl. On Wednesday, October 10, 2018, the Cordova Recreation and Park District (CRPD) Board nominated me to run for election as a Director on the California Association for Park and Recreation Indemnity Board.

Please accept this letter as my letter of intent. I have enclosed a resume that provides you with my education and experience. I have a variety of experiences in serving on non-profit social service boards, professional associations, and local government advisory boards.

I have been on the CRPD Board for the last 8 years and have served as Chair two times. We are celebrating our 60th Anniversary. Currently we serve 115,000 residents with 37 parks and 6 recreational facilities. The CRPD boundaries encompass several residential areas in development. As a consequence, we project building and developing over 80 different parks in the next 10-15 years and increasing the population we will be serving to 130,000.

Thank you for considering my letter of intent to serve.

Respectfully,



Brian M Danzl, Secretary  
Cordova Recreation and Park District  
bdanzl@crpd.com

# BRIAN DANZL

2661 Los Amigos Dr, Rancho Cordova, CA 95670 • Home: 916-363-3166 • Cell: 916-826-1470 • paraX97@sbcglobal.net

## Professional Summary

Self-directed Board member and innovative thinker with a knack for developing creative solutions to complex problems. Seeking a position with the opportunity for new challenges and professional development and advancement.

## Skills

- Budgeting and finance
- Negotiations
- Effective public speaker
- Flexible schedule
- Team player
- Organized
- Goal-oriented
- Reliable
- Extensive sports knowledge
- Youth sports coach
- Motivational techniques
- Team building
- Sound judgment
- Youth mentor
- Strong customer focus
- Works well in a team environment
- Strong collaborator
- Creative questioning
- Critical thinking
- Outstanding social skills

## Work History

### Board Member, 12/2010 to Current

**Cordova Recreation and Park District** – 2729 Prospect Park Drive, Suite 230, Rancho Cordova, CA 95670

- Represented the park district at community and professional organizational meetings.
- Addressed and resolved neighborhood problems and complaints in a tactful and timely manner.
- Coordinated project activities with other agency partners.

### Campus Security, 03/2016 to Current

**Folsom Cordova Unified School District** – Rancho Cordova, CA

- To help maintain a safe and orderly environment by monitoring the school campus and other adjacent areas
- To report unauthorized activities to appropriate supervisory personnel
- Circulated among students, patrons and employees to preserve order and protect property.

### Coach, 09/2008 to Current

**Folsom Cordova Unified School District** – 1965 Birkmont Drive Rancho Cordova, CA 95742-6407

- Served as the Head Coach for the Girls Tennis team for 6 years.
- Served as the Assistant Coach for the Girls Soccer for 7 years.
- Managed time effectively while traveling for games, attending practice and going to classes.
- Effectively communicated with a diverse group of athletes, coaches and game officials.
- Exhibited excellent teamwork and a strong work ethic by promoting camaraderie.
- Trained for 10 hours per week for upcoming competitions.
- Developed and maintained key relationships with local vendors.
- Attended all practices, meetings and workouts on time.
- Assisted as position team leader for defensive and offensive teams.
- Provided Tennis and Soccer coaching at Cordova High School while developing and mentoring elite athletes.

### Teacher, 03/2007 to Current

**Home School Teacher** – 2661 Los Amigos Dr Rancho Cordova CA 95670

- Developed and taught lessons on relevant children's books, poems, movies and themes to promote student interest.
- Improved student test scores on state math test by 20% in one year period by implementing new curriculum.
- Improved average scores on State Science exam by 12 points.
- Consistently received positive teacher evaluations from students.
- Increased student's English test scores by 14% through private tutoring and special attention.

### Electrician, 03/2002 to 03/2007

**Rex Moore** – 6001 Outfall Circle Sacramento, CA 95828

- Selected the correct products or assist customers in making product selections, based on customers' needs, product specifications, and applicable regulations.
- Worked collaboratively with clients, team members, implementation consultants, and resources across the company to achieve desired results.
- Installed, repaired and tested electrical and electronic systems.
- Installed electrical conduit and wiring for power, controls and lighting.
- Installed electrical and mechanical equipment in accordance with the National Electric Code.
- Disconnected and removed motors and pumps.

- Interpreted blueprints, schematics, drawings and layouts to complete repairs.
- Determined proper methods, equipment and materials to complete cost repairs within budget.
- Tested, troubleshot and calibrated equipment in the shop and in the field.
- Documented all maintenance and repairs performed on equipment.
- Cleaned work sites, including hauling debris and trash, cleaning tools and storing equipment.
- Notified supervisor immediately about equipment problems and breakdowns.
- Completed daily inspections of all electronic equipment.
- Reported all unsafe activities, situations and potential hazards to supervisor.
- Updated and modified components and systems to improve operation.

## **Education**

**High School Diploma:** 1993

**Cordova High School** - 2239 Chase Drive Rancho Cordova, CA 95670

- Student government representative

**Certificate:** Electrical Construction, 2006

**Western Electrical Contractors Association** - 3695 Bleckely Street, Rancho Cordova, CA 95655

- Coursework in Electron Theory, Ohm's Law and Magnetism
- Conduit Bending Program



2729 Prospect Park Drive, Suite 230  
Rancho Cordova, CA 95670

**RESOLUTION NUMBER 18/19-23**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CORDOVA RECREATION AND PARK DISTRICT  
APPROVING THE NOMINATION OF DIRECTOR BRIAN DANZL FOR ELECTION  
TO THE CAPRI BOARD OF DIRECTORS AND APPROVING HIM  
AS THE DISTRICT'S REPRESENTATIVE IF ELECTED**

**WHEREAS**, the Bylaws of the California Association for Parks and Recreation Indemnity (CAPRI) state that the Board of Directors shall consist of two (2) appointed positions and five (5) positions elected by participating member districts; and

**WHEREAS**, elections are held in each even-numbered year; and

**WHEREAS**, there are three (3) positions available during the 2018 election cycle: Upper 1/3, Middle 1/3 and Lower 1/3; and

**WHEREAS**, it is in the best interest of this District to have a representative in the Upper 1/3 Category on the Board of Directors of CAPRI; and

**WHEREAS**, Brian Danzl is a duly elected Board Member of the Cordova Recreation and Park District, which qualifies him for this Nomination.

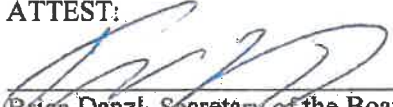
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby approves the nomination of Brian Danzl to run for election to the CAPRI Board of Directors; and

**BE IT FURTHER RESOLVED**, that Brian Danzl, if elected, is approved as a representative of the Cordova Recreation and Park District to the Board of Directors of CAPRI and to serve as such as part of his capacity as an employee of the District and within the scope of required duties.

**PASSED AND ADOPTED**, this 10<sup>th</sup> day of October 2018 by the following vote:

- AYES: Reyes, Yearwood, Danzl, Sloan, Leimbach
- NOES:
- ABSTAIN:
- ABSENT:

  
\_\_\_\_\_  
Inez L. Reyes, Chairperson of the Board

ATTEST:  
  
\_\_\_\_\_  
Brian Danzl, Secretary of the Board

I hereby certify that the above Resolution No. 18/19-23 was duly introduced, read and adopted by the District at a Special meeting held on October 10, 2018.

  
\_\_\_\_\_  
Danielle Jones  
Clerk of the Board / Executive Assistant

Jim Friedl  
403 W. Hillcrest Drive  
Thousand Oaks, CA 91301  
[jfriedl@crpd.org](mailto:jfriedl@crpd.org) - 805-381-1239

October 5, 2018

Matt Duarte, Executive Director  
California Association for Park and Recreation Indemnity  
6341 Auburn Boulevard, Suite A  
Citrus Heights, CA 95621

VIA EMAIL ONLY: [mduarte@capri-jpa.org](mailto:mduarte@capri-jpa.org)

**SUBJECT: Letter of Interest for Continued Service on the CAPRI Board of Directors**

Dear Matt,

I am writing to express my interest in continuing to serve on the CAPRI Board of Directors in the "Upper 1/3" category. I was appointed to the CAPRI Board in mid-2016 by the CAPRI Board to fill the remaining term of Bob Berggren, GM of Pleasant Hill Recreation and Park upon his retirement.

Over the past 2.5 years, I have enjoyed serving as a CAPRI Board Member and have learned much about CAPRI itself and issues related to risk management and insurance. I believe in the efficiency and cost effectiveness of Districts pooling their resources and sharing risk. As General Manager of the Conejo Recreation and Park District and former practicing municipal attorney, I appreciate risk management issues, liability concerns and the value of insurance in the public sector - - - especially the recreation and park profession.

I believe over the past 2.5 years, Pat Cabulagan, CAPRI staff, Chair Lindsay Woods and the rest of the CAPRI Board of Directors have been committed to continuous improvement the CAPRI organization and its service to the member Districts. I am excited to see where you, Matt, – our new Executive Director – are able to take CAPRI in the years ahead, and I'd like to remain a part of the CAPRI Board to help recreation and park districts throughout California with their risk management and insurance needs.

I am including a link as well as a copy of my bio from Conejo Recreation & Park District's website:  
[http://www.crpdp.org/administration/about\\_the\\_general\\_manager.asp](http://www.crpdp.org/administration/about_the_general_manager.asp)

Sincerely,



Jim Friedl

c: Pat Cabulagan and Bebe Pearson (via email)  
Conejo Recreation and Park District Board of Directors

## Jim Friedl

Jim grew up in Agoura Hills attending public schools and graduated from Agoura High School. He holds a Bachelors Degree in Urban Planning from UC San Diego and a Juris Doctorate degree from Pepperdine University School of Law. While in law school, Jim also received a certificate in dispute resolution from the Strauss Institute.

Jim was hired as an attorney for the City of Thousand Oaks in 1994. After five years of legal practice, he moved into public administration as a Deputy City Manager for the City of Thousand Oaks.

In 2003, Jim was selected to be an Assistant General Manager for the Conejo Recreation and Park District. Upon the retirement of Tex Ward in 2006, Jim became the Park District's third General Manager in its 56-year history.

In addition to his work as GM, he participates in various other organizations, professional associations and nonprofits.

- California Association of Park and Recreation Indemnity (CAPRI), Board member (CAPRI is a statewide liability, property and workers compensation insurance pool of more than 60 recreation and park districts)
- Play Conejo, Board member
- Mountains Recreation and Conservation Authority (MRCA), Finance Officer
- Conejo Open Space Conservation Authority (COSCA), Joint Chief Administrative Officer
- California Association of Recreation and Park Districts (CAPRD), Legislative Committee member (served 10 years as Chair)
- Davenport Institute for Public Engagement and Civic Leadership at Pepperdine University's School of Public Policy, Advisory Board member
- Rotary Club of Thousand Oaks, Board member
- California Special District's Association (CSDA), Certified Special District Administrator

Jim has written no books, though he has Tweeted quite a few times. He is married to Tracy – an attorney, mom and volunteer. When their four kids were young he spent many years coaching youth sports. Now that the kids are young adults, they are getting more independent and more tattoos with each passing year. So Jim is now pursuing his passion of hiking and biking in the local mountains and soaking in the wonders of our natural world.

**From:** Mathew Fuzie  
**To:** [Matthew Duarte](#)  
**Subject:** RE: REMINDER: Call for Nominations Due on October 12  
**Date:** Thursday, October 4, 2018 11:43:47 AM

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Good Morning Matthew,

I am the new General Manager at Livermore Area Recreation and Park District. I came to this job after 33 years with California State Parks. I retired from my position as Deputy Director at the age of 54 and came to LARPD. I am interested in the time commitment that would be necessary to fulfill the duties of a Board of Directors°Member. I am thinking that Livermore is a pretty large contributor and it might be beneficial to submit a nomination.

Mat Fuzie  
General Manager

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**From:** Scott H  
**To:** [plarson@auburnrec.com](mailto:plarson@auburnrec.com); [tappan@capri-ipa.org](mailto:tappan@capri-ipa.org); [bpearson@capri-ipa.org](mailto:bpearson@capri-ipa.org); [Matthew Duarte](mailto:Matthew.Duarte@auburnrec.com)  
**Cc:** [kmuscott@auburnrec.com](mailto:kmuscott@auburnrec.com)  
**Subject:** Scott Holbrook Letter of Interest Re: Election Notice/Call for Nominations  
**Date:** Thursday, October 4, 2018 2:14:11 PM

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Hello -

Scott Holbrook here - please consider this my Letter of Interest

I look fwd to hopefully gaining a seat on the CAPRI Board of Directors, over my past 18+ Years of involvement with the Auburn Area Recreation & Park District (ARD) I have come to learn a great deal about CAPRI and the benefits it offers to it's members. I have personally served as an elected representative on the ARD Board since 2000 & looking forward to my next term.

In addition to my experience on the board, I have a long and successful career running a variety of small businesses as well as working with larger corporations. My expertise lays primarily in the sales/marketing and customer service area, but I also have extensive experience in purchasing and other areas. Many will recognize me, as I am a regular attendee at a multitude of conventions & educational gatherings, be it with CSDA, CARPD or otherwise. I constantly strive to stay current with new laws and trends in all areas of district management, be it budgeting, planning, human resources and more.

I currently am running a large Auto Repair and Maintenance facility in Citrus Heights, which obviously makes attending meetings comparibly convenient. I am now in a position in life that affords me more flexibility & ability to expand my participation in endeavors such as serving CAPRI. I feel my skills and experience will be a nice addition.

I am here if anyone needs additional information, references or otherwise - my cell is 530-906-7441

*Keep Smilin' - Scott*

[www.scottsautorepairshop.com](http://www.scottsautorepairshop.com)  
[www.keepsmilinpromotions.com](http://www.keepsmilinpromotions.com)  
[www.auburnrec.com](http://www.auburnrec.com)  
[www.partyinthepark.net](http://www.partyinthepark.net)  
[www.aintdeadfest.com](http://www.aintdeadfest.com)

**Parks & Live Music Make Life Better!** 

(as does family, friends, pets & good running vehicles!)



**Pleasant Hill Recreation  
& Park District**

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**ADMINISTRATION**  
147 Gregory Lane  
Pleasant Hill, CA 94523  
(925) 682-0896  
(925) 682-1633 fax

October 12, 2018

**CAPRI Board of Directors  
6341 Auburn Boulevard, Suite A  
Citrus Heights, CA 95621**

Dear Board of Directors:

Please accept this letter as acknowledgment of my interest to serve on the California Association of Park and Recreation Indemnity (CAPRI) Board of Directors. As the General Manager for the Pleasant Hill Recreation and Park District I would like to express my interest in serving as a representative of the Upper 1/3 of the membership. I believe that my experience in working with multiple risk-sharing pools over the past 15 years provides me with a strong knowledge base for reducing risk for recreation and park agencies.

Working with the District and CAPRI for just over two years, I believe that my fresh perspective will be of benefit to our members. Continuing to evolve to respond to increasing demands by Recreation and Park Districts, new technologies, and trends is extremely important to maintain a financially sound risk-sharing pool. This can be challenging with a broad-based membership, but I feel my skills in finding practical solutions and training in best practices would be an asset to the CAPRI Board of Directors and our membership.

I look forward to the opportunity to serve our members on the CAPRI Board.

Sincerely,

**Michelle Lacy  
General Manager  
Pleasant Hill Recreation and Park District**



**CANDIDATE STATEMENT**  
**STEPHEN F. FRAHER, CPRP; GENERAL MANAGER**  
**ARCADE CREEK RECREATION AND PARK DISTRICT**

I am requesting your vote and support to be re-elected to the CAPRI Board of Directors. I have served on the Board since 2011, and I am the longest serving member of the Board. My entire tenure, I have served as Board Secretary. I have been in California for eight (8) years and stepped into this role for my District unknowingly upon accepting the job offer. I have learned a lot over my tenure on the Board and understand the challenges that all Districts face regarding Property, Liability and Workers Compensation claims and losses. Being on the CAPRI Board does not shield me nor my District from experiencing these things and going through the processes involved.

The focus for my District is to keep costs at a minimum and reduce potential hazards. Working for a small sized District (5 sq. miles) with a limited budget, I constantly am seeking new and innovative ways to lower costs to the Districts. One of my goals in the coming time is to create a program, that Districts can receive a premium discount by acting on an item to prevent or correct it before it is recommended by the CAPRI Risk Manager. Credit should be given for proactivity.

In the upcoming election I ask for your vote to be elected to the Middle-Sized seat on the Board of Directors.

**BE PROACTIVE, vote for STEPHEN FRAHER for CAPRI Board of Directors and allow for the smooth transition of the new Executive Director**



My name is Colin Miller and I am running for the Middle Tier position on the CAPRI Board.

I graduated from Texas Tech University with a degree in Park Administration and have enjoyed my nearly 30-year career in the Park and Recreation field. My stops have included positions in Texas and California. I have progressed through a wide range of positions beginning with a landscape trim crew right out college to my current position as the District Administrator for the Arden Park Recreation and Park District in Sacramento. I have worked for municipal as well as special district agencies, both large and small and I prefer the smaller special district because it feels like I'm more attached to the community. That is what has kept me in my current position for nearly ten years.

I have served on the CAPRI Board since January of 2013 as the Lower Tier representative. CAPRI has since added some more smaller districts to the roster which has moved my district into the Middle Tier. As a result, I cannot serve as the Lower Tier representative and am asking for your vote for the Middle Tier position.

During my time on the board, CAPRI has introduced several value-added benefits to pool members such as free Human Resources legal advice (A HUGE benefit for smaller agencies that don't have in house counsel), additional training opportunities through Target Solutions and implementation of a Medical Provider Network (MPN) that has significantly reduced ongoing medical claims. The board is committed to finding more resources to increase the value of your membership in CAPRI. My focus has been in making sure that smaller districts have a voice in the room. For the last two years, I have served on the Personnel Subcommittee which recently completed the search for a new Executive Director for CAPRI.

I know that serving on the CAPRI Board for the last five years has made me a better risk manager. Much of that comes from seeing how the insurance industry works and how what we do affects what we end up paying for our coverage. My goal is to find a way to communicate more of those ideas to the general membership, not just the Board.

I have thoroughly enjoyed the experience of serving on the CAPRI board so far and hope that you will give me the opportunity to continue to serve your organization in the future.



## CAPRI Board of Directors Election

2018

### Election Ballot

**Upper 1/3 (vote for one)**

Brian Danzl.....  
Board Member, Cordova Recreation and Park District

Jim Friedl.....  
General Manager, Conejo Recreation and Park District  
(*Incumbent*)

Mathew Fuzie.....  
General Manager, Livermore Area Recreation and Park District

Scott Holbrook.....  
Board Member, Auburn Area Recreation and Park District

Michelle Lacy.....  
General Manager, Pleasant Hill Recreation and Park District

**Please Return by November 16, 2018. Thank you.**

X \_\_\_\_\_  
District Name

X \_\_\_\_\_  
Signature



**CAPRI Board of Directors Election**

**2018**

**Election Ballot**

**Middle 1/3 (vote for one)**

Stephen Fraher.....  
General Manager, Arcade Creek Recreation and Park District  
*(Incumbent)*

Colin Miller.....  
General Manager, Arden Park Recreation and Park District  
*(Incumbent)*

**Please Return by November 16, 2018. Thank you.**

X \_\_\_\_\_  
**District Name**

X \_\_\_\_\_  
**Signature**

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

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